



1. **Solicitation #:** 3450004858 / 19-SPR-0023

2. **Solicitation Issue Date:** 04/06/20

3. Brief Description of Requirement:

Scope of Work: ODOT is seeking the services of proposer to provide non-intrusive real-time and historical traffic speed data collection over a five (5) year contract period. This service shall cover all data related to Interstate, US highways and SH network within Oklahoma. Including local roads for Association of Central Oklahoma Governments (ACOG) that includes Canadian, Cleveland, Grady, Logan, McClain and Oklahoma Counties. All local roads for Indian Nation Council of Governments (INCOG) that includes Creek, Osage, Rogers, Tulsa and Wagoner Counties.

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

This Solicitation is a Request for Proposal (RFP). **As of 03/18/2020 and until further notice, due to concerns about the possible spread of the coronavirus on packages, bids should be submitted to ODOT via email. Electronic bids will still be considered sealed bids and the attachments will not be opened until bid closing. Electronic bids should be emailed to the Buyer handling the solicitation. Electronic bids will still be considered sealed bids and the attachments will not be opened until bid closing. Electronic bids should be emailed to the Buyer handling the solicitation. Electronic bids will still be considered sealed bids and the attachments.**

4. **Response Due Date¹:** 05/14/20

Time: 4:00 P.M. 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: _____

Electronic Submission Address: cemerson@odot.org

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.



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

1. **RE: Solicitation #** 3450004858 / 19-SPR-0023

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



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 #: 3450004858 / 19-SPR-0023

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

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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.

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 to 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 or ODOT) and the successful Vendor.

B.3.0. Contractual Terms and Conditions

B.3.1. Length, start date and end date of contract: The original contract shall start from the date specified in the Notice of Award and remain in effect through five years.

B.3.2. Renewals/Extensions: The contract shall not bind, nor purport to bind the Department for any contractual commitment in excess of the original contract period. The Department shall have the right, at its sole option, to extend the contract for four (4) additional one-year periods or a portion there in accordance with the same fixed rate terms and conditions. The Department reserves the right to only purchase the quantities of services that the Department's budget will allow.

B.3.3. Data Availability: Data availability requirements: If the Department does not receive the real-time data within 5 minutes of the time it is measured, it will be considered unavailable and subject to reductions in payment.

B.3.4. Data Accuracy: Failure to meet the minimum data accuracy requirements as stated in the Section 3.6 of Appendix A, Scope of Work, may result in the Department finding the Vendor in breach of contract. If the accuracy or availability of the real-time data provided by the Vendor repeatedly fails to match the data collection by the Department, the Vendor may be found in breach of contract by the Department.

B.4.0. Response Documents

B.4.1. Copies

B.4.1.1 Vendors shall use complete sets of Response Documents obtained from the source indicated in the Solicitation for Responses.

B.4.2. Addenda/Amendments

B.4.2.1 Addenda/Amendments 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.4.2.2 Copies of the Addenda/Amendments will be made available for inspection at the Department.

B.4.2.3 No Addenda/Amendments 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.4.2.4 Each Vendor shall acknowledge that all Addenda and Amendments were received, by signing the Addenda and Amendment Forms.

B.5.0 Taxation Status

B.5.1. THE DEPARTMENT IS A TAX EXEMPT STATE AGENCY AND IS EXEMPT FROM SALES TAXES AND FEDERAL EXCISE TAXES. VENDORS ARE NOT TAX EXEMPT AND ARE REQUIRED TO PAY ANY SALES TAXES AND FEDERAL EXCISE TAXES ON ANY MATERIALS, OR OTHER PURCHASES, THAT ARISE FROM THIS PROJECT. THIS SUPERCEDES SECTIONS A.18.2, AND A.19 OF THE GENERAL PROVISIONS.

C. SOLICITATION SPECIFICATIONS

C.1.0. Scope of Project:

C.1.1. In order to monitor and alleviate roadway traffic conditions and to better inform route planning, the Oklahoma Department of Transportation (ODOT) has long utilized the instrumentation of roadways as well as improved technologies in Intelligent Transportation System (ITS). Since 2000, ODOT has

deployed a statewide ITS architecture consisting of a large number of devices including speed sensors, cameras, and dynamic message signs (DMS) along Oklahoma highways.

The Oklahoma Advanced Traveler Information System (ATIS) is an integral component of the Oklahoma ITS network that has been designed and developed over several years, and has served the needs of both the traveling public and transportation agents. A significant amount of information displayed on the ATIS is currently gathered from a third party provider of probe data. The speed data, averaged across all lanes in a given direction, is made available to the general public on the ATIS website. The current speed data coverage for the statewide, Oklahoma City metro, and Tulsa metro areas is shown in Figures 1, 2 and 3, respectively.

In order to expand the area of coverage, ODOT is seeking the services of either one Proposer or multiple highly qualified Proposers to provide non-intrusive real-time and historical traffic speed data collection over a five (5) year contract period. This contract will cover all data related to Interstate, United State Highway (US) and State Highway network within Oklahoma. All local roads for Association of Central Oklahoma Governments (AGOG) that include Canadian, Cleveland, Grady, Logan, McClain and Oklahoma counties. All local roads for Indian Nation Council of Governments (INCOG) that include Creek, Osage, Rogers, Tulsa and Wagoner counties.

Qualified organizations and companies are invited to provide the department with a proposal addressing the following required services:

- (a) non-intrusive real-time traffic speed data over a period of five; and
- (b) historical speed information over a period of five years for all routes.

It is anticipated that traffic speed will be collected using probe based collection methods such as GPS, mobile devices, etc. Measuring rate, updating rate, data structure and transfer are discussed in detail in Section 3.

C.2.0. Location of Project

C.2.1. This contract will cover all data related to Interstate, United State Highway (US) and State Highway (SH) network within Oklahoma. All local roads for Association of Central Oklahoma (ACOG) .that include Canadian, Cleveland, Grady, Logan, McClain and Oklahoma counties. All local roads for Indian Nation Council of Governments (INCOG) that include Creek, Osage, Rogers, Tulsa and Wagoner counties.

C3.0. Definitions

- C.3.1.** The Department or Division is the Oklahoma Department of Transportation, Procurement Division.
- C.3.2.** Response Documents include the Solicitation for Responses, these Instructions for Vendors, the Response Forms, other sample response forms, and any addenda issued prior to the receipt of Responses.
- C.3.3.** Addenda/Amendments 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.3.4.** 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.3.5.** 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.3.6.** A Vendor or Contractor is a person or entity that submits a Response.
- C.3.7.** The Owner is the State of Oklahoma represented by the Department of Transportation.

C.4.0. Insurance Requirements

- C.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.
- C.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.

C.5.0. Labor

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

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

C.5.0. Specifications

C.5.1. Project Specifications may be found in Appendix A.

D. EVALUATION

D.1.0. Evaluation and Award

D1.1. Bids shall be evaluated on the “best value” determination.

D.1.2. The Department reserves the right, at its sole discretion, to request Vendors complete an interview.

D.2.0 Proposal Clarification Questions

D.2.1. The Department reserves the right, at its sole discretion, to request clarifications of technical Bids to obtain full understanding of the Bid. All clarifications shall be put in writing. The clarification shall not alter or supplement the Bid.

D.3. Competitive Negotiation of Offers

The Department reserves the right to negotiate with one, selected, all or none of the Bidders responding to this Solicitation to obtain the best value for the Department. Negotiations could entail discussions, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the Department's risks. The Department shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any or all items in the Bid.

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 concluded, the following conditions shall apply:

D.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.2. Negotiations shall only be conducted with potentially acceptable Bids. The Department reserves the right to limit negotiations to those Bids that received the highest ranking during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness and acceptability of the Bid.

D.3.4. The requirements of this Solicitation shall not be negotiable and shall remain unchanged unless the Department determines that a change in such requirements is in the best interest of the Department.

D.3.5. BEST and FINAL – The Department may request best and final Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder shall not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and conditions set for this solicitation.

D.4. Evaluation Process

D.4.1. Determination of Solicitation Responsiveness

A responsive Bid is a Bid that meets all the following Solicitation requirements:

Responding Bidder Information Sheet complete Form 076;

Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004;

Amendments, if issued, are acknowledged;

Price and Cost;
 Proposer's Technical Response (Appendix C);
 Proposer's Certification Form (Appendix D); and
 Proof of Concept (including Time Travel Portion).

D.4.2. Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation.

D.4.3. Evaluation of Bid

The technical section of the Bid is evaluated based on the Solicitation specifications.

D.4.4. Evaluation of Cost

Cost comparisons are performed.

D.4.5. Data Formatting Proof of Concept

A Proof of Concept demonstration will be performed by the successful Proposer for each Part or Parts awarded to the Proposer through this RFP. The proof of concept will provide an opportunity to demonstrate the Proposer can successfully send data to ODOT via the specified XML data format. The goals of the Proof of Concept shall be to evaluate technical capabilities of the Proposer's data services to ensure all RFP requirements are met and to demonstrate how the speed data service solution meets ODOT's business needs. The proof of concept might take up to several weeks.

D.4.6. Best Value Evaluation of Product/Services

D.4.6.1. The award of Contract pursuant to this Solicitation to a Bidder is based upon which Bidder best meets the needs of the State.

D.4.6.2. The State reserves the right to negotiate with one or more Bidders, at any point during the evaluation and may negotiate any and all content of the Bid..

E. INSTRUCTIONS TO BIDDERS

E.1. Important Information

Important Dates	
Tuesday, April 28, 2020 by 3:00 P.M. CST	Written Questions Due
Thursday, April 30, 2020 by 3:00 P.M. CST	Vendors Submit Proof of Concept
Tuesday, May 5, 2020 by 3:00 P.M. CST	Responses to Questions Posted on Website
Thursday, May 14, 2020 4:00 P.M. CST	Solicitation Closed

E.2. Introduction

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this Solicitation can be altered only by written Amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contract.

E.3. Preparation of Bid

E.3.1. Usage amounts specified are estimates only and are not guaranteed to be purchased.

E.3.2. Information shall be entered on the form provided or a copy thereof.

E.4. Submission of Bid

- E.4.1.** As of 03/18/20 and until further notice, due to concerns about the possible spread of the coronavirus on packages, bids should be submitted to ODOT via email. Electronic bids should be emailed to the Buyer handling the solicitation (Cheryl Emerson, cemerson@odot.org). It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected. No proposals will be accepted after the time specified. Timely receipt of proposals will be determined by the date and time the proposal is received at the email address specified.

Vendor should include the Solicitation Number, Closing Date and what is being bid out in the subject line of the Email.

NOTE: Based upon the file(s) size(s) the Vendor responses might require that the Vendor provide the file(s) via Dropbox or other commercial file transfer service. If the Vendors do not have access to a Dropbox or other commercial file transfer service they may contact the Buyer, Cheryl Emerson, at cemerson@odot.org for information on how to access the Department's Large File Transfer system.

Proof of Concept should be submitted to the Department by April 30, 2020, 4:00 P.M. using a Dropbox or other file transfer service.

Proposals received after the deadline will be stamped for time and date and will be kept in the Department's contract file for this RFP.

All materials submitted in accordance with this solicitation become the property of the State of Oklahoma and shall not be returned. All materials submitted in accordance with this solicitation shall remain confidential until the Proposer is selected at which time all submitted information becomes a part of the publicrecord.

- E.4.2.** The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.
- E.4.3.** Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.
- E.4.4. *Oral, telephonic, or telegraphic or other forms of electronic Responses are invalid and will not receive consideration. Please refer to Section E.4.1 above allowing for the email receipt of responses due to the coronavirus pandemic situation.***
- E.4.5.** The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired. The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.
- E.4.6.** Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.
- E.4.7.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 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.
- E.4.8** All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.
- E.4.8.** By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of

any misinformation or lack information.

E.4.9. If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error 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 this Solicitation, these exceptions must be clearly and prominently stated in the Bid.

E.4.10. Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.5. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in the body of the email. The email should include the Solicitation Number, Subject of Solicitation, Closing date, and an attachment of the response that is replacing the original response.

E.6. Solicitation Amendments

E.6.1. If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The Department must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.

E.6.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the Department.

E.6.3. It is the Bidder's responsibility to check the Department's website frequently for any possible Amendments to this Solicitation that may be issued. The Department is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.7. Proprietary and/or Confidential

E.7.1. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.

E.7.2. If the State CIO does not acknowledge the information as confidential, OMES - ISD will return or destroy the information with proper notice to the Bidder and the information **will** not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.8. Oklahoma Open Records Act

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids **will** not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential.

E.9 Communications Concerning Solicitation

The procurement specialist listed on the cover page of this solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

E.10. General Solicitation Questions

E.10.1. Questions regarding this solicitation are due no later than Tuesday, April 28, 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.

E.10.2. Any discrepancies, omissions, ambiguities, or conflicts in or among these proposal documents or doubts as to the meaning shall be brought to the Department's attention by the Proposer not later than seven (14) business days prior to the submission deadline.

E.10.3. Bidders are prohibited from contacting any ODOT office, including Division offices, other than the Procurement Division to obtain responses to any questions.

E.10.4. When posing questions concerning this Solicitation, every effort should be made to:

- a) be concise
- b) include section references, when possible; and
- c) avoid use of tables or special formatting (use simple lists).

E.10.5. These questions shall be answered in the form of an Amendment to the Solicitation and will be posted on the ODOT Procurement website no later than 3:00 PM Central Time on Tuesday, May 5, 2020.

E.11. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State be EFT

Yes No (check one)

E.12. Bid Security

Bid Security, if any is required, shall be in an amount of five percent (5%) of the Response as modified. Bid Security **will** be based upon the total response of the project locations for which there is a Response.

E.13. Proposer Responses

E.13.1 RFP Response

E.13.1.1 Section One- Introduction

- a) Letter of Introduction
- b) Completed "Responding Bidder Information" OMES Form 076.
- c) Completed "Certification for Competitive Bid and Contract" OMES Form 004.
- d) Signed Amendment(s), if any.
- e) Completed Proposer's Technical Responses
- f) Completed Proposer's Certification Form

- g) Completed Federal Statutory Certification
- h) Completed Federal Contract Requirements
- i) Certificate of Workers' Compensation Insurance Coverage
- j) Provide Proof of Concept (including travel time portion) –Submit via Large File Transfer by April 30, 2020, 3:00 PM. Response submitted at Bid Closing should include confirmation of submission.**

E.13.1.2 Section Two- References

Provide three (3) references (Appendix G) from customers where similar work was performed. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

E.13.1.3 Section Three-Company Information

Provide company name, address, phone number, EFI number and contact person.

E.13.1.4 Price and Cost - Appendix B

E.13.2. Proposal Organization

Proposers should refer to Section 13.1 regarding the requirements for the Proposal Preparation.

E.14. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

E.15. Consideration of Responses

Responses will be opened immediately after the time set for receipt of Responses. This Solicitation is an RFP and not a Request for Bid therefore only the names of the responding Vendors will be made public at the time of the closing. Vendors may receive a copy of the response tabulation on the solicitation website after a Contract has been awarded.

F. CHECKLIST

- Responding Bidder Information page completed and signed
- Non-Collusion Certification page completed and signed
- Certificate of Workers' Compensation Insurance Coverage
- Pay Item Response Form (Appendix B) completed and signed
- Amendment Receipt Form(s) Completed and signed
- Proposer's Technical Response Form (Appendix C) completed
- Proposer's Certification Form (Appendix (Appendix D) completed
- Statutory Certification Form (Appendix E) completed
- Completed Federal Contract Requirement Form (Appendix F)
- Complete Proof of Concept (including the travel time portion)
- Read Section G.1 regarding communication during the Solicitation Period
- Read Section B.5 regarding Taxation Status Item
- Include mandatory documents with your Vendor response

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. Vendor's Representations and Prequalification

G.2.1. Each Vendor, by making a response, represents that:

G.2.2. The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.

G.2.3. 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.2.4. The submitted Response is based upon the materials, systems and equipment required by the Response Documents without exception.

G.2.5. Pre-qualification of Vendors is not required but three (3) current references (on completed reference questionnaire form, Appendix H) should be included with the Response.

G.4. FORMS

G.4.1. Appendix A - Project Specifications

G.4.2. Appendix B - Excel Cost Proposal Pay Items Form

G.4.3. Appendix C – Proposer’s Technical Responses

G.4.3. Appendix D – Proposer’s Certification Form

G.4.4. Appendix E - Statutory Certification

G.4.5 Appendix F - Federal Contract Requirements

G.4.6. Appendix G - Reference Questionnaire

H. PRICE AND COST

H.1. PRICING SUBMISSION

H.1.1. Vendors are to submit pricing using the Excel Cost Proposal Pay Items Form (included in Appendix B). Vendors should sign and date the Solicitation Request (included in Appendix B) and include it in their response package.

Speed Data Collection
Solicitation 3450004858

TABLE OF CONTENTS - APPENDIXES

- Appendix A Project Specifications
- Appendix B Cost Proposal Pay Items Form
- Appendix C Proposer's Technical Responses
- Appendix D Proposer's Certification Form
- Appendix E Statutory Certification
- Appendix F Federal Contract Requirements
- Appendix G Reference Questionnaire

PROJECT SPECIFICATIONS

1 Statement of Purpose

In order to monitor and alleviate roadway traffic conditions and to better inform route planning, the Oklahoma Department of Transportation (ODOT) has long utilized the instrumentation of roadways as well as improved technologies in Intelligent Transportation System (ITS). Since 2000, ODOT has deployed a statewide ITS architecture consisting of a large number of devices including speed sensors, cameras, and dynamic message signs (DMS) along Oklahoma highways.

The Oklahoma Advanced Traveler Information System (ATIS) is an integral component of the Oklahoma ITS network that has been designed and developed over several years, and has served the needs of both the traveling public and transportation agents. A significant amount of information displayed on the ATIS is currently gathered from a third party provider of probe data. The speed data, averaged across all lanes in a given direction, is made available to the general public on the ATIS website. The current speed data coverage for the statewide, Oklahoma City metro, and Tulsa metro areas is shown in Figures 1, 2 and 3, respectively.

In order to expand the area of coverage, ODOT is seeking the services of either one Proposer or multiple highly qualified Proposers to provide non-intrusive real-time and historical traffic speed data collection over a five (5) year contract period. This contract will cover all data related to Interstate, United State Highway (US) and State Highway network within Oklahoma. All local roads for Association of Central Oklahoma Governments (AGOG) that include Canadian, Cleveland, Grady, Logan, McClain and Oklahoma counties. All local roads for Indian Nation Council of Governments (INCOG) that include Creek, Osage, Rogers, Tulsa and Wagoner counties.

Qualified organizations and companies are invited to provide the department with a proposal addressing the following required services:

- (a) non-intrusive real-time traffic speed data over a period of five; and
- (b) historical speed information over a period of five years for all routes.

It is anticipated that traffic speed will be collected using probe based collection methods such as GPS, mobile devices, etc. Measuring rate, updating rate, data structure and transfer are discussed in detail in Section 3.

Fiscal year: The fiscal year runs from July 1-June 30.

Contract period and deadlines: The original contract shall start from the date specified in the Notice of Award and remain in effect through five years. The deadline for submitting the proposal is Thursday, May 7, 2020; 4:00 P.M.

2 Background Information

ODOT operates a large transportation system across the state. Safe and efficient operation of the system is vital to providing a satisfactory experience for travelers and economic benefits for the state. ODOT has undertaken many initiatives to improve the operations of the system, particularly in the area of ITS.

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ODOT currently operates the ATIS and a centralized transportation operation center (TOC) that oversees system operations and provides live, up-to-date traveler information to the public through a network of roadside traffic sensors, digital web-cameras, closed circuit television cameras (CCTV), and dynamic message signs. The traffic data are currently used to display real-time traffic information on publicly available websites such as ATIS (www.oktraffic.org), on the DMS's, and on portable message signs.

In addition, the speed data is used by ODOT in producing performance measures to track system operation, real-time monitoring of traffic impacts due to incidents, work zones, or other events, and in providing data and information for planning purposes. The traffic data may be also used to support research efforts.

Traffic data used by ODOT may be shared with external partners such as the ITS Heartland Group, universities, ACOG, INCOG and consultants when needed. Specifically, ODOT plans to provide full data access to Oklahoma universities and consultants for inclusion in statistical and analytical reporting. ODOT is in a partnership with ITS Heartland and is under contract to provide speed data to the ITS Heartland group for a regional Traveler Information System.

Figure 1. Map of current speed data coverage in State of Oklahoma

Figure 2. Map of current coverage in OKC metro

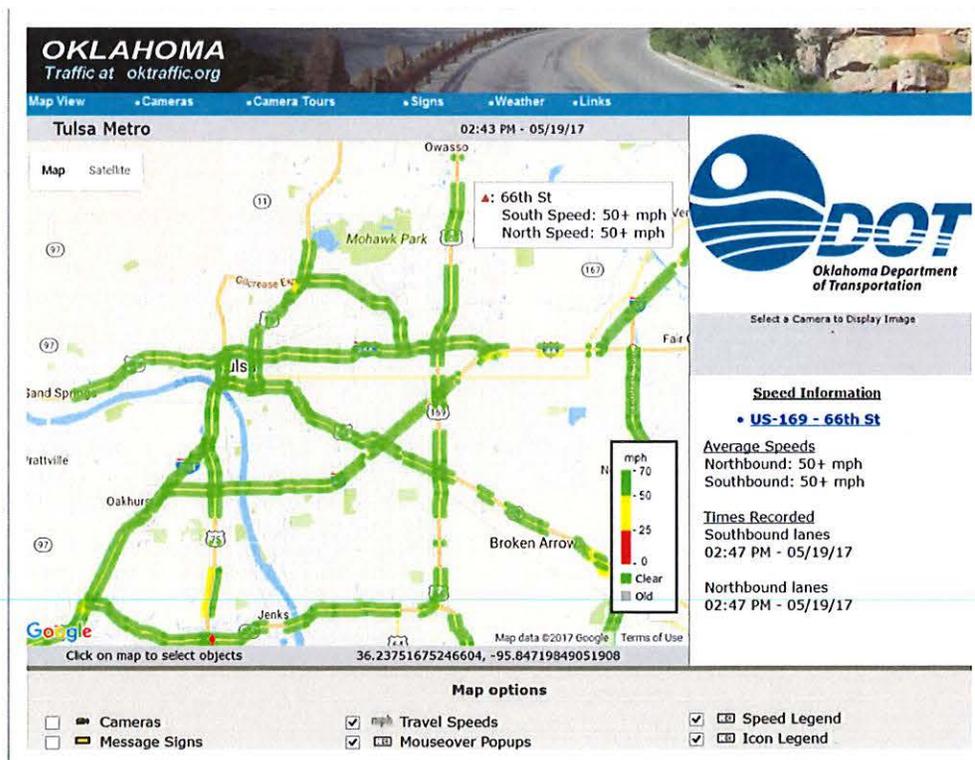
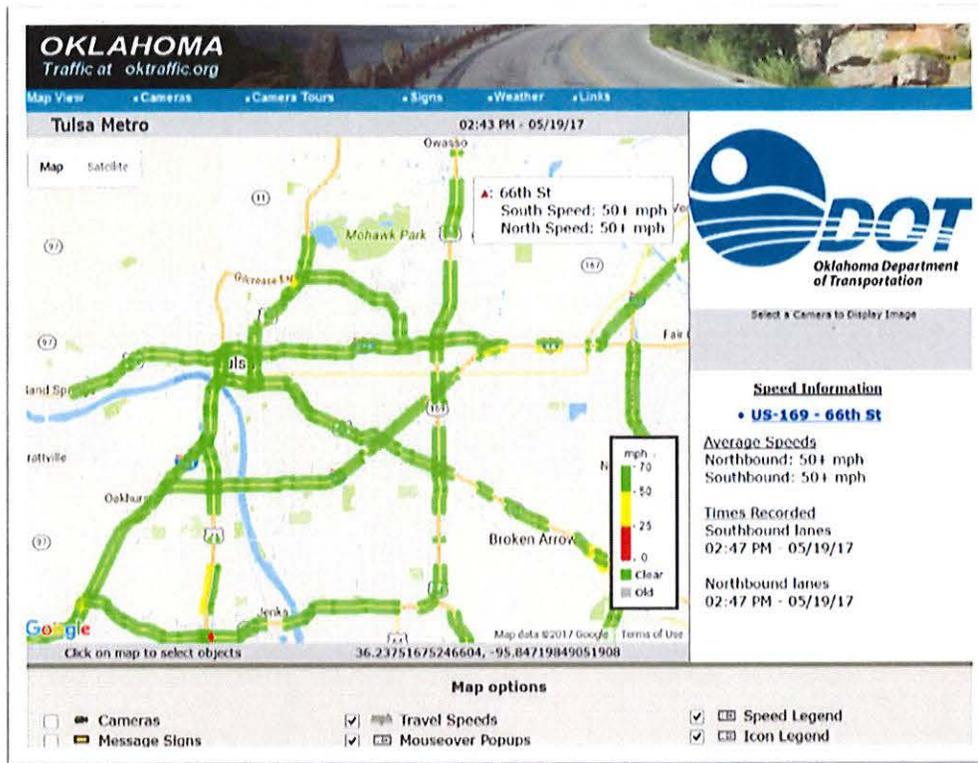


Figure 3. Map of current coverage in Tulsa metro



3 Scope of Work and Deliverables

3.1 Area of Coverage

3.1.1 Linear Referencing System

The information regarding the mileage, start points, and end points of the to-be-covered for all highways and city streets that the provider accommodates shall be correlated to the ODOT Linear Referencing System (LRS) which covers all roads within Oklahoma borders. The LRS is provided to show desired full coverage area, the speed data to be provided will **not** need to be tied to the LRS by the provider. A copy of the LRS can be located at this Drop Box link:

https://www.dropbox.com/s/3qik1d9n8z4pvh9/LRS_18Dec2018.zip?dl=0

ODOT requires the real-time data for all of the to-be-covered area to be available starting at the beginning of the contract period, unless stated otherwise by ODOT. The Proposer shall not start billing for the data at the contract price until after a successful proof of concept has been completed. The real-time data is required to be available for the duration of the contract.

3.1.2 Real-Time Data

Real-Time data shall cover all roads within the state, but at a minimum, provide all probe data related to the following:

All Interstates, Turnpikes, US Routes, Oklahoma State Highways within the Oklahoma Borders are required.

All local roads for ACOG are required for the following counties: Canadian, Cleveland, Grady, Logan, McClain and Oklahoma

All local roads for INCOG are required for the following counties: Creek, Osage, Rogers, Tulsa and Wagoner

All other roads that are within the state that is available will be provided.

ODOT requires the real-time data for all of the to-be-covered area to be available starting at the beginning of the contract period, unless stated otherwise by ODOT. The Proposer shall not start billing for the data at the contract price until after a successful proof of concept has been completed. The real-time data is required to be available for the duration of the contract.

3.1.3 Historical Data

Historical data shall cover all roads within the state, but at a minimum, provide all probe data related to the following:

All Interstates, Turnpikes, US Routes, Oklahoma State Highways within the Oklahoma Borders are required.

All local roads for ACOG are required for the following counties: Canadian, Cleveland, Grady, Logan, McClain and Oklahoma

All local roads for INCOG are required for the following counties: Creek, Osage, Rogers, Tulsa and Wagoner

All other roads that are within the state that is available will be provided.

ODOT shall begin receiving historical speed data no later than the start of the contract period, and it is required to be available for the duration of the contract.

3.2 Relocation of Reporting Data Points

- Whenever a reporting data point is relocated, the Proposer must provide updated reporting data point location information. ODOT must be contacted within at least thirty (30) calendar days of the change.

3.3 Data Collection

3.3.2 Spatial Spacing

The spatial spacing of the data points can vary among the different routes; however, it is desired to have the data points one (1) to two (2) miles apart for urban roads and two (2) to five (5) miles apart for rural roads.

Data points closer than these distances will be accepted, but the maximum spacing shall not exceed 5 miles between data points.

Multiple lanes: When more than two lanes are present on a roadway, one average for each direction is required for a minimum of two data points.

3.3.3 Temporal Spacing

Real-time data: ODOT’s traffic information system is designed to receive and process speed data every one minute. An interval that is less than or greater than one minute must be reviewed by ODOT prior to acceptance as such an interval may affect the behavior or accuracy of interdependent traffic features in the system.

Historical data: Historical data for each month shall be made available to ODOT to full use within ten (10) business days from the end of said month. Historical data shall be provided at intervals of 15 minutes or less.

3.3.4 Speed data Fields

Speed data must contain a timestamp, confidence, traffic speed reading, and direction for each speed data point as described in **Table 1**.

Table 1. Speed Data Fields

Data Field	Description
Date	Date on which the speed data for the data point was generated.
Time	Time at which the speed data for the data point was generated.
ID	A unique identifier for the reporting data point.
Confidence	Confidence value representing the quality/confidence of the speed which is being reported on the roadway. This is <u>a numerical field with only whole integer values</u> . The provider must provide a detailed breakdown of the quality which each confidence value represents or descriptions of the ranges of values. For instance, the provider must specify which confidence value(s) represent that no real-time measurements were taken and the speed being reported is based on historical measurements only. (Per Section 3.6)
Count	Total number of readings for the reporting data point.
Speed	Traffic speed (in mph) for the reporting data point.
Direction	The direction of traffic for the reported speed.

For real-time speed data, each data point shall provide the average speed across all lanes of each direction.

Real-time data must be converted to a “data point” feed similar to the structure shown in **Section 3.4**.

The reported data confidence values (as described in **Table 1**) shall indicate accurate speed measurements are being reported for a minimum of 90% of the time during daytime hours from 5AM to 10PM CT and a minimum of 70% of the time during nighttime hours from 10PM to 5AM CT. If real-time data accuracy falls below the minimum thresholds it shall be subject to requirements for data availability in **Section 3.5**.

3.3.5 Data Point Configuration

Configuration data must contain the current configuration information for each speed data point and reflect any possible changes in the updates.

The Proposer must provide a means for ODOT to request the latest Configuration Data (metadata). The Proposer is not required to report the configuration data every 1 minute along with the real-time data, however the Proposer is required to make Configuration data accessible for ODOT at least once per month during the contract.

Table 2 describes the minimum set of configuration data that must be provided to ODOT. Any deviations from the minimum set of data described in **Table 2** must be reviewed and approved by ODOT prior to acceptance as such deviations may require changes to ODOT’s traffic information system. Additional data fields may be provided in the feed as long as these minimum data fields are provided and the structure of the feed remains consistent, pending ODOT approval.

Table 2. Data Point Configuration Fields

Data Field	Description
Date	Date of the most recent changes to the data point configuration.
Time	Time stamp of the most recent changes to the data point configuration.
ID	A unique identifier of the reporting data point
Road Name	Name of the road where the data point is located.
Latitude	Latitudinal location of the data point. It should be based on WGS84.
Longitude	Longitudinal location of the data point. It should be based on WGS84.
Road Length	The length of the roadway for which the speed reading applies.

To determine whether or not available reporting data points sufficiently cover the desired area of coverage, the proposer is strongly recommended to consult the drop box website at:

https://www.dropbox.com/s/3qj1d9n8z4pvh9/LRS_18Dec2018.zip?dl=0

3.4 Data Structure (XML schema)

The Proposer shall provide real-time speed data in XML format using a HTTP transfer protocol so that ODOT can pull the data on the request.

The Proposer may choose to comply with the sample real-time data schema provided below. Additional processing or formatting of the feed can be made at the discretion of the Proposer.

In the event that the Proposer obtains new sources of data, these may be incorporated into the data feed at no additional cost to ODOT. Additionally, ODOT may make available to the proposer new data sources where feasible.

- **Sample Speed Data Feed**

```
<SpeedData>
  <DeviceData>
    <DateTimeStamp>
      <Date>2017-01-01</Date>
      <Time>15:00</Time>
    </DateTimeStamp>
    <DeviceID>12345</DeviceID>
    <Confidence>9</Confidence>
    <Speed>65</Speed>
    <Direction>N</Direction>
  </DeviceData>
  .
  .
</SpeedData>
```

3.5 Data Transfer and Accessibility

ODOT will access all real-time data directly from the Proposer's supplied server. Access to the data shall be password protected. ODOT must be provided with all passwords or authorizations required to access the real-time data at any time. Separate login accounts shall be provided to ODOT, ACOG, and INCOG users for the historical data. ACOG and INCOG users shall not have access to the real-time data.

The Proposer shall provide a web-based archiving service to ODOT in which data is stored, at a minimum, for five (5) years. Any data purchased shall include data starting from 3 years prior to the time of purchase.

Historical data shall be provided as raw data along with a user interface platform with at a minimum the following tools:

- Travel Time Index on a segment or corridor anywhere in the State
- Planning Time Index for the same
- Average Speed
- Congestion Index
- Standard Deviation at 5%, 25%, 75% & 95%.

Server maintenance: Server maintenance may be performed for one period of up to 3 hours duration between 10PM and 5AM CT on a weekend night only once in any month. When Proposer server maintenance is scheduled, ODOT must be notified at least 48 hours in advance of the maintenance. ODOT reserves the right to require the maintenance to be rescheduled, if needed.

Accessibility: The data feed must be continuously available 24 hours per day, seven days a week. The data feed must be available for a minimum of 97 % of the time for a billing period. In a given day, at least 97 percent of data must be provided. The percentage of availability will apply to all data items and for all the data update time periods.

Downtimes for updates or other unexpected issues:

Scheduled downtime for updates must be scheduled at least 48 hours in advance.

Scheduled downtime should only occur between the hours of 10PM and 5AM CT.

Scheduled downtime must be factored into total downtime for the billing period.

Failure to provide speed data according to the dates and other requirements indicated above may result in ODOT finding the Proposer in material breach of contract.

3.6 Data Accuracy

An accuracy within plus or minus 5 mph is required. The reported data confidence values (as described in **Table 1**) shall indicate accurate speed measurements are being reported for a minimum of 90% of the time during daytime hours from 5AM to 10PM CT and a minimum of 70% of the time during nighttime hours from 10PM to 5AM CT. If real-time data accuracy falls below the minimum thresholds it shall be subject to requirements for data availability.

3.7 Project Duties of the Proposer

The Proposer shall provide a Project Work Plan within ten (10) business days of the Notice to Proceed. The Project Work Plan will include:

- A Project Schedule that outlines all necessary steps required to provide the selected traffic data. The schedule will include key milestones and the commencement date for the delivery of the traffic data feed shall be part of the schedule.

- A Quality Assurance/Quality Control (QA/QC) Plan that describes the Proposer's plan for monitoring and maintaining data quality and compliance with ODOT data requirements.

The Proposer shall submit monthly progress reports by the fifth business day of the next month. Prior to the commencement of the data feed, these progress reports shall provide the Proposer's status relative to the milestones in the Project Schedule. After the commencement of the data feed, the Offeror shall submit monthly reports that include any key information affecting the quality, availability or reliability of the data feed in the previous month. For any issues that arise, the Proposer shall present a plan for how they will be resolved.

The project will begin with a formal kick-off meeting, either in person or via phone, to review the Project Work Plan and to provide an opportunity for ODOT and the Proposer to share expectations for the project.

3.8 Travel Time

ODOT will provide Latitude & Longitude Pairs that will delineate a start, ending and if necessary mid-point of a Travel Route on the Interstate or Highway System. The Proposer is to provide the travel time for each of the supplied routes given the current real-time Traffic conditions. The Travel Times are to be supplied as a complete set, of all routes, at the same time and frequency as the Real Time Speed Data (See 3.3.3). The Proposer is to describe in their proposal the process and limits their solution will have in supplying the Travel Time data in this manner. There will be two quotes required for Travel Times, one for a lump sum of up to 300 routes and a second on a per route basis for additional routes.

4 Validation and Verification

Validation of real-time data includes both availability and accuracy of the data. ODOT will perform routine, unannounced and at any period of time random data inspections. If it is determined that speed data is clearly inaccurate, ODOT may determine the data to be unavailable for the period of time in which the data is inaccurate, and it shall be subject to requirements for data availability in Section 3.3.3. Validation tests may be used as justification for contract termination and may also be used to determine if optional contract renewals are exercised.

The same policy will be applied to the historical data availability and accuracy. They will be checked by ODOT using procedures developed specifically for this project. Historical data maintained by ODOT in the areas to be covered will be compared to the historical data provided by the Proposer. If the speed data is determined to be inaccurate, ODOT may determine the historical data to be unavailable, and it shall be subject to requirements for data availability in 3.3.3.

5 Use of Data and Data Ownership

- ODOT reserves the right to use the Proposer real-time speed data for any transportation management purposes.

- ODOT may distribute the real-time for Interstates, Turnpikes, US Routes, Oklahoma State Highways within the Oklahoma Borders to the ITS Heartland group.
- Data provided by the Proposer may be incorporated into ODOT's internal transportation management systems, online traffic information systems, or any other ODOT owned geographic information systems (GIS).
- ODOT also reserves the right to distribute offline/archived speed data from the ODOT database to other public agencies and universities within the state of Oklahoma.
- ODOT shall be able to use historical data for any internal purpose without restriction.
- ODOT shall also be able to share historical data along with any provided analytics tools with any public entity in the State of Oklahoma at no additional cost to the Department or other public entity.
- ACOG and INCOG shall be able to provide the historical data to all member governments.
- The Proposer may sell or otherwise provide the real-time speed data to any other public or private entity.
- The Proposer may define restrictions to safeguard the commercial value of the Proposer's traffic data, but any such restrictions should not impede the use of the data for the envisioned purposes. Any restrictions imposed by the Proposer will be assessed in the evaluation of proposals.
- All data disseminated to the public shall be restricted to the presentation of travel times, delays, speeds, and color coded flow conditions for road sections between interchanges, major intersections, major landmarks, and major destinations. The raw traffic data feed from the Proposer will not be provided to the general public.

6 Payments, Incentives, and Penalties

Real-time data: Pricing for real-time data will be lump sum. The price must include all overhead, devices, labor, equipment, materials and any incidentals necessary to establish pricing to meet or exceed the bid requirements. Invoicing must be monthly and must be submitted at the end of the month. Payment for real-time data will begin when data is available for one full monthly billing period.

Historical data: Pricing for historical data shall include one price, per year for all data.

If for any reason real-time or historical data is not reported for a time period and/or data point, the monthly billing must deduct the amount commensurate with the mileage and time during which data was not provided. If the data feed is available at least 99 percent of the time for a given billing month, full payment will be made. If data is not available at least 99 percent of the time, a deduction to the monthly billing will be made by taking the percent of time the data feed was unavailable from the monthly price. If data availability drops below 97 percent for a given data point for a month, the Proposer will not be paid for that data point for the entire month.

7 Proposal Evaluation and Award Process

Proof of Concept: A Proof of Concept demonstration will be performed by the successful Proposer for each Part or Parts awarded to the Proposer through this RFP. The proof of concept will provide an opportunity to demonstrate the Proposer can successfully send data to ODOT via the specified XML data format. The goals of the Proof of Concept shall be to evaluate technical capabilities of the Proposer's data services to ensure all RFP requirements are met and to demonstrate how the speed data service solution meets ODOT's business needs. The proof of concept might take up to several weeks.

For the Travel Time Portion of the proof of concept we would like the following routes to be supplied:

1. On I-35 from SW 19th Street in Moore $35^{\circ}19'12''$ N $97^{\circ}29'23''$ W
to I-240 interchange $35^{\circ}23'30''$ N $97^{\circ}29'42''$ W
2. On I-35 from SW 19th Street in Moore $35^{\circ}19'12''$ N $97^{\circ}29'23''$ W
to I-40 interchange $35^{\circ}27'36''$ N $97^{\circ}29'30''$ W
3. On I-35 from SW 19th Street in Moore $35^{\circ}19'12''$ N $97^{\circ}29'23''$ W
to I-44 interchange $35^{\circ}32'13''$ N $97^{\circ}27'38''$ W

At the conclusion of the proof of concept phase, ODOT will conduct a final evaluation of the Proposer's technical capabilities and proposed solution and make a determination on whether or not to move forward in implementing the Proposer's solution. The Department shall reserve the right to terminate the executed agreement with the Proposer if in the opinion of the Department the Proposer's solution does not fit the Department's needs and/or the Proposer's solution does not conform to the requirements of this RFP or their provided responses.

In the event the Department wishes to cancel the agreement, the Proposer shall be entitled to receive only five percent (5%) of the annual total cost for the Part or Parts awarded to the Proposer. In the event an agreement is cancelled by the Department as a result of the proof of concept phase, ODOT shall retain and own any data collected by the Proposer as well as any documentation completed by the Proposer pertaining to this ODOT project.

NOTE: Proof of Concept should be submitted to the Department by April 30, 2020, 4:00 P.M. using a Dropbox or other file transfer service.

Cost Proposal Pay Items Sheet

Speed Data Collection
 Solicitation 3450004858 / 19-SPR-0023

Appendix B

Line Item	Price	Unit	Total
Real Time Speed Data for all roads in Oklahoma		per month	
Historical Speed Data for all roads in Oklahoma		per year	
2015 Available <input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/>		Price for Historical Data	
2016 Available <input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/>		Price for Historical Data	
2017 Available <input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/>		Price for Historical Data	
2018 Available <input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/>		Price for Historical Data	
2019 Available <input type="checkbox"/> Yes <input type="checkbox"/> NO <input type="checkbox"/>		Price for Historical Data	
Travel time observation		Cost per route per year	
Travel time observation		300 routes per year	

Company Name

NOTE: Consultant to indicate if the historical data for the five years listed above is available as well as if there is a separate price for each year or is there one price for all five years

Proposer's Technical Response

The following Technical Response must be completed and included with any submitted proposal. Its purpose is to allow proposers to give information describing their ability to provide the services desired by the state of Oklahoma. Each item in the following list is marked with a priority code. The definition of each priority code is:

M: Specification is mandatory for proposal consideration.

HD: Specification is highly desirable.

D: Specification is desirable.

For each item in the following list, the proposer is required to check the appropriate response code indicating the extent to which their proposal document complies with the stated specification. The definition of each response code is:

A: Proposal exceeds the stated specification. Provide a detailed explanation.

B: Proposal fully complies with the stated specification. Provide a detailed explanation.

C: Proposal partially complies with the stated specification. Provide a detailed explanation.

D: Proposal does not comply with the stated specification.

Explanations should be given in the space provided. If additional space is required for further explanation or supporting material is appended, directly reference the additional or supporting information to the corresponding item number. The attachment should also explicitly refer to the item in the list to which it applies.

Proposer's Technical Response to Specifications

1) Mean segment speed will be provided in miles per hour rounded to the nearest integer. (M)

Proposal Compliance: A B C D

Response to item 1:

2) Mean segment travel time to the nearest whole second will be provided. (M)

Proposal Compliance: A B C D

Response to item 2:

- 3) A counts of reporting vehicles will be associated with each segment and reporting interval to indicate normal operations, periods of low-traffic flow, inoperable status or unavailable data, etc. Offeror should specify flags appropriate to methodology. (M)

Proposal Compliance: A B C D

Response to item 3:

- 4) A quality indicator will be used to provide a numerical score that reflects the confidence in the estimate of the mean speed and travel time. The intent is to provide a measure similar in concept to the standard error in the estimate of the mean. Offeror should provide explanation of the quality metric. (HD)

Proposal Compliance: A B C D

Response to item 4:

- 5) Other traffic data valuable for roadway operations will be provided. This may include but is not limited to such metrics as volume, occupancy, event data, and incident data. (D)

Proposal Compliance: A B C D

Response to item 5:

- 6) Data will be provided as XML-formatted content using a schema similar to that provided in the RFP in Section 3.4 and will be made available through an online service. The service will enforce appropriate access permissions to limit distribution only to authorized subscribers. Each proposal will contain, at a minimum, three (3) sets of sample data for evaluation purposes. (M)

Proposal Compliance: A B C D

Response to item 6:

7) Real-time data will be accessible programmatically and on-demand. (M)

Proposal Compliance: A B C D

Response to item 8:

8) Offerors will provide a precise description of the processes and timing associated with their provision of the data. (HD)

Proposal Compliance: A B C D

Response to item 9:

9) Ramps (where provided) will be reported as separate links. (D)

Proposal Compliance: A B C D

Response to item 10:

10) Reversible lanes and other lane specific modes (where provided) will be reported as separate links. (D)

Proposal Compliance: A B C D

Response to item 11:

11) Segment definitions will, at a minimum, contain beginning and ending latitude, longitude, heading, common name or route number, and a unique identifier (such as a TMC code). Applicable TMDD standards or comparable open and published data standards should be used. A segment definition file will be provided and updated as changes are made and will conform to applicable standards or comparable open and published data standards. The segment definition file will be in XML format in an ODOT approved schema. Segmentation will be translatable to the ODOT geographic framework. (M)

Proposal Compliance: A B C D

Response to item 11:

- 12)** The LRS of the roadways within the state for which traffic data is requested is included in Section 3 of the RFP. The LRS represent a comprehensive vision of the network of roadways for which data is desired. Using the LRS as a guide indicate the following:

Any regions in the LRS for which real-time traffic data cannot be provided. (M)

That the proposal includes coverage pricing in the format described in **Section 6**. (M)

Proposal Compliance: A B C D

Response to item 12:

- 13)** Traffic data will be provided 24 hours per day, 7 days per week.(M)

Proposal Compliance: A B C D

Response to item 13:

- 14)** Maximum data latency will be less than or equal to three (3) minutes. (M)

Proposal Compliance: A B C D

Response to item 17:

- 15)** Data availability is defined as the percent of time for which the data service was available (system uptime). Data subscription services will maintain **at least 99% availability**, excluding any scheduled system maintenance. Scheduled maintenance will be **limited to 36 hours** per year and only during non-peak hours. The Proposer will work with ODOT to obtain prior approval for when such maintenance will occur. The Proposer will provide a method for reporting data availability to ODOT each month. (M)

Proposal Compliance: A B C D

Response to item 15:

16) Reliability is defined as the ability of the data service to produce traffic data estimates consistently for each segment at all times. Data reliability is measured simply as the percentage of measurement intervals (combination of space and time) for which traffic data estimates are delivered. Valid traffic data estimates occur only when sufficient base level data exists to support an estimate of the mean travel time or mean speed for a particular time period. Estimates based purely on imputation (for example, the historical average) are not considered a valid estimate in terms of the reliability requirement. Periods of low flow (<500 VPH) are excluded.

Traffic data will be provided for at least 95% of all segments at all required time reporting intervals.

The Proposer will provide a method for reporting data reliability to ODOT each month. (HD)

Proposal Compliance: A B C D

Response to item 20:

17) Historical data, if purchased, will be delivered, at a minimum, in 15-minute intervals. (M)

Proposal Compliance: A B C D

Response to item 25:

18) Offerors will provide a web-based tool to view real-time traffic data to ODOT and its partners (not to the general public). Partners may include MPOs, consultants, and universities. The web site will be password protected. (D)

Proposal Compliance: A B C D

Response to item 26:

19) The web-based tool will have the capacity to initially support up to 100 concurrent users with the ability to scale to 500 concurrent users as needed. (D)

Proposal Compliance: A B C D

Response to item 27:

20) Data from the real-time traffic service will be viewable in real-time via the web-based tool. (D)

Proposal Compliance: A B C D

Response to item 28:

21) Archived traffic data will be accessible via the web-based tool. (D)

Proposal Compliance: A B C D

Response to item 29:

22) The web-based tool will allow routes and data to be selected and viewed in an electronic map-based interface. (D)

Proposal Compliance: A B C D

Response to item 30:

23) The web-based tool will perform data analytics including, but not limited to average speed, travel time, travel time index, planning time index, buffer time, and user-delay costs. (D)

Proposal Compliance: A B C D

Response to item 31:

24) The web-based tool will allow analytics to be done for various time periods including, but not limited to yearly, quarterly, monthly, daily, and hourly. (D)

Proposal Compliance: A B C D

Response to item 32:

25) The web-based tool will allow for data analysis to be presented and/or visualized in graphical, table, animation, and map formats. (D)

Proposal Compliance: A B C D

Response to item 33:

26) The web-based tool will allow for the export of data in Microsoft Excel format. (D)

Proposal Compliance: A B C D

Response to item 34:

Company Name

Proposer Certification Form

The Proposer is not currently subject to an “unresolved” finding for recovery and the Proposer will notify the Procurement Representative any time it becomes subject to such a finding before the award of a Contract arising out of this RFP.

- 1- The Proposer certifies that all services must be performed within the United States. Furthermore, the Proposer will not allow others to perform work for the State of Oklahoma outside the United States.
- 2- The Proposer certifies that it will provide a letter stating the location and handling of State data for approval by the ODOT Information Technology Department. Furthermore, the Proposer understands: State data must be maintained in a secure manner; the data must not be used for any purposes other than those required to fulfill the contract; and upon completion of the project the data must be destroyed.
- 3- The Proposer certifies that its responses to the following statements are true and accurate. The Proposer’s answers apply to the last seven years. Please indicate yes or no in each column.

Yes/No	Description
	The Proposer has had a contract terminated for default or cause.
	The Proposer has been assessed any penalties in excess of \$10,000.00, including liquidated damages, under any of its existing or past contracts with any organization (including any governmental entity).
	The Proposer was the subject of any governmental action limiting the right of the Proposer to do business with that entity or any other governmental entity.
	Trading in the stock of the company has ever been suspended with the date(s) and explanation(s).
	The Proposer, any officer of the Proposer, or any owner of a 20% interest or greater in the Proposer is currently under litigation or has had a judgment against on any legal claim related to the product or services being offered.
	The Proposer, any officer of the Proposer, or any owner of a 20% interest or greater in the Proposer has filed for bankruptcy, reorganization, a debt arrangement, moratorium, or any proceeding under any bankruptcy or insolvency law, or any dissolution or liquidation proceeding.
	The Proposer, any officer of the Proposer, or any owner with a 20% interest or greater in the Proposer has been convicted of a felony or is currently under indictment on any felony charge.
	The Proposer is an affected party in any current or impending litigation.

If the answer to any item above is affirmative, the Proposer must provide complete details about the matter. While an affirmative answer to any of these items may not automatically disqualify a Proposer from consideration, at the sole discretion of the State, such an answer and a review of the background details may result in a rejection of the Proposal. The State will make this decision

based on its determination of the seriousness of the matter, the matter's possible impact on the Proposer's performance under the Contract, and the best interest of the State.

The Proposer certifies that neither it nor any of its people that may work on or benefit from the Contract through the Proposer has a possible conflict of interest (e.g., employed by the State of Oklahoma, etc.) other than the conflicts identified immediately below:

(Attach an additional sheet if more space is need.)

The State may reject a Proposal in which an actual or apparent conflict is disclosed. And the State may cancel or terminate the Contract for cause if it discovers any actual or apparent conflict of interest that the Proposer did not disclose in its Proposal.

The Proposer certifies that all its and its subcontractors' personnel provided for the Project will have a valid I-9 form on file with the Proposer or subcontractor, as appropriate, and will have presented valid employment authorization documents, if they are not United States citizens.

Please provide the following information for a contact person who has authority to answer questions regarding the Proposer's Proposal:

<i>Name</i>	
<i>Title</i>	
<i>Mailing Address</i>	
<i>Office Phone Number</i>	
<i>Cellphone Number</i>	
<i>Fax Number</i>	
<i>Email Address</i>	

Date:

Signature:

Print Name and Title of Person Signing Above:

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPEED DATA SERVICES CONTRACT NO. 19-SPR-0023 / 01946(75)
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 Consultant 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 Consultant nor anyone subject to the Consultant'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 Consultant 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 Consultant; and

The Consultant 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 Consultant 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. 19-SPR-0023 / 01946(75)
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. 19-SPR-0023 / 01946(75)
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. 19-SPR-0023 / 01946(75)
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

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;

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. 19-SPR-0023 / 01946(75)
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. 19-SPR-0023 / 01946(75)
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.

Speed Data Collection

Solicitation # 3450004858

Appendix G

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? _____