



1. Solicitation #: 3450004881 / 20-CR-0004

2. Solicitation Issue Date: 9/11/2019

3. Brief Description of Requirement:

The purpose of this Request for Proposal (RFP) is to select a qualified firm to create a Study to determine DBE Availability and Analyze Disparity in the Transportation Contracting Industry in the State of Oklahoma.

Important Dates

Friday, September 20, 2019, by 3:00 P.M.      Written Questions Due.....Please send to [cjwilliams @odot.org](mailto:cjwilliams@odot.org)

Wednesday, September 25, 2019, by 3:00 P.M. Responses to Questions Posted on Website

Thursday, October 10, 2019, 4:00 P.M.      Solicitation Closes

4. Response Due Date<sup>1</sup>: 10/10/2019

Time: 4:00 PM      CST/CDT

5. Issued By and RETURN SEALED BID TO<sup>2</sup>:

U.S. Postal Delivery Address: 200 N.E. 21<sup>ST</sup> Street, Rm. 3C8  
OKLAHOMA CITY, OK 73105

Common Carrier Delivery Address: \_\_\_\_\_

Electronic Submission Address: \_\_\_\_\_

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

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

7. Contracting Officer:

Name: CRYSTAL WILLIAMS  
Phone: 405-522-2718  
Email: [CJWILLIAMS@ODOT.ORG](mailto:CJWILLIAMS@ODOT.ORG)

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

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



# SOLICITATION REQUEST

Request for Quote     Request for Proposal     Request for Bid

**Dispatch via Print**

## Department of Transportation

Dept of Transportation  
Procurement Branch  
200 NE 21st Street  
Oklahoma City OK 73105

<b>Request Quote ID.</b>	<b>Date</b>	<b>Buyer</b>	<b>Page</b>
3450004881	09/11/2019	Crystal Williams	1
<b>Payment Terms</b>	<b>DateTime</b>	<b>Quote Open</b>	<b>Closing</b>
0 Days	09/11/2019 08:41 AM	10/10/2019 04:00 PM	

Requisition Number Reference:

**Ship To:** Dept of Transportation  
Civil Rights Division  
200 NE 21st Street  
Oklahoma City OK 73105

**Bill To:** Dept of Transportation  
Civil Rights Division  
200 NE 21st Street  
Oklahoma City OK 73105

**Supplier:** NAME \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

### Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	81111806 / DISPARITY STUDY	1	EA		

Study to Determine DBE Availability and Analyze Disparity in the Transportation Contracting Industry in Oklahoma

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

#### COMMENTS:

The purpose of this Request for Proposal (RFP) is to select a qualified firm to create a Study to determine DBE Availability and Analyze Disparity in the Transportation Contracting Industry in the State of Oklahoma.

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#### This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature



## Responding Bidder Information

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

1. RE: Solicitation # 20-CR-0004 / 3450004881

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 Permit<sup>3</sup>:

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](http://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.<sup>4</sup>

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

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

**7. Disabled Veteran Business Enterprise Act**

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

Authorized Signature	Date
Printed Name	Title



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

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

Agency Name: OKLAHOMA DEPARTMENT OF TRANSPORTATION Agency Number: 345

Solicitation or Purchase Order #: 20-CR-0004 / 3450004881

Supplier Legal Name:

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

Supplier Authorized Signature, Certified This Date, Printed Name, Title, Phone Number, Email, Fax Number

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the ODOT Procurement Division Manager 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. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. 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 Oklahoma Department of Transportation located at 200 NE 21<sup>ST</sup> STREET 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 Purchasing Director 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 ODOT Procurement Division Manager 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 procuring agency 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 procuring agency, 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 State of Oklahoma 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 State 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 ODOT Procurement Division Manager 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 ODOT Procurement Division Manager determines that termination is in the State's best interest. The ODOT Procurement Division Manager 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 ODOT Procurement Division Manager.

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](http://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. Contract Terms**

- B.1.1. The initial contract term is anticipated to be six (6) months. Upon mutual, written agreement of the parties, the contract may be extended an additional six (6) months.

### **B.2. Method of Payment**

- B.2.1. Progressive payments should be made at a frequency of no more than once per month. Detailed progress reports will be required with each invoice in order to approve payment.

### **B.3. Federal Requirements**

- B.3.1. The Oklahoma Department of Transportation (ODOT) ensures that no person or groups of persons shall, on the grounds of race, color, sex, religion, national origin, age, disability, retaliation or genetic information, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs, services, or activities administered by ODOT, its recipients, sub-recipients, and contractors. See Title VI Attachments (Appendix A & E).

### **B.4. Authority for Solicitation**

- B.4.1. This solicitation is issued in accordance with Oklahoma State Statute, Title 74, Chapter 4, Section 85.12.B.3.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Purpose**

- C.1.1. The purpose of this solicitation is to establish a contract to conduct an in-depth study which will determine the extent to which barriers exist that impact small, disadvantaged businesses' ability to participate in federally assisted contracting opportunities in the transportation industry in Oklahoma. This study must encompass highway construction and planning (including metropolitan planning organizations).

### **C.2. Definitions**

- C.2.1. Disadvantaged Business Enterprise (DBE) Program: A US Department of Transportation (US DOT) affirmative action program designed to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the US DOT's highway, transit, and airport financial assistance programs. The purpose of the program is to help to create a level playing field on which DBE firms can compete fairly for contracting opportunities.
- C.2.2. Race-conscious goals: Race- and gender-conscious goals that are placed on federally assisted construction and consulting contracts as a condition of award. At the time that the presumed successful proposer is identified, the proposer must submit documented evidence that it will be able to achieve the pre-determined percentage of participation on that contract or agreement in the form of one or more work items being subcontracted to DBE firms.
- C.2.3. As a condition of award, the Oklahoma Department of Transportation (ODOT) requires a good faith effort be made and documented by the Vendor or consultant. This is a formal process that is the responsibility of the ODOT Civil Rights Division's Office in conjunction with other appropriate Department staff.
- C.2.4. Race-neutral goals: Race- and gender-neutral goals that make up part of ODOT's overall annual goal. This type of DBE participation in contracting opportunities is obtained without placing a required DBE goal on a project or agreement. This percentage represents the amount of DBE participation ODOT expects to obtain through neutral measures, e.g. unbundling of contracts, bonding and lending assistance, or DBE participation in the DBE Supportive Services Program.

### **C.3. ODOT Organizations**

- C.3.1. ODOT is headquartered in Oklahoma City, Oklahoma, with Field Division Offices in Muskogee, Antlers, Ada, Perry, Clinton, Buffalo, Duncan and Tulsa.  
  
ODOT's Civil Rights Division is responsible for monitoring DBE firms and serves as the sole certifying agency for U.S. DOT recipients in Oklahoma and provides oversight for goal setting and participation attainment for ODOT projects. It also provides DBE supportive services in-house. ODOT receives an average of \$200,000 per year in federal funds to operate the Supportive Services program.

### **C.4. DBE Programs**

- C.4.1. ODOT Divisions are responsible for overseeing the project development, solicitation, letting, bidding, selection and award of contracts. Federally-assisted projects are reviewed for DBE subcontracting potential, and if appropriate, a goal is included which becomes a condition of award or selection. Projects that are wholly state-funded are not subject to DBE goal setting.

## **C.5. ODOT's Goal Setting**

- C.5.1.** ODOT uses the goal-setting methodology described in 49 CFR Part 26, Subpart C 26.45 to determine the agency's goal.

This process is performed tri-annually (every three years) and provides ODOT with an overall annual goal made up of two (2) distinct parts. Part One (1) is a percentage of DBE participation to be obtained by setting percentage goals on individual projects. Part Two (2) is a percentage of DBE participation that ODOT believes it can obtain through neutral measures. This neutral participation occurs in the absence of goals or is achieved above and beyond goals that have been set. The Federal Highway Administration (FHWA) reviews ODOT's goal setting process tri-annually to ensure that the proper, approved process has been followed.

## **C.6. Vendor Population**

- C.6.1.** The total amount of registered vendors (Primes and DBE Firms) with the ODOT as of May 2019 is 386 firms.

## **C.7. Scope of Work**

- C.7.1.** The scope of work shall include determining the availability of DBE firms able and willing to perform work and for providing a statistical analysis which will determine if, or how much, disparity results from discrimination.

## **C.8. Availability Analysis**

- C.8.1.** Determine DBE availability estimates for the area of highways. To the extent allowable, the vendor will use ODOT's existing electronic database systems, and will incorporate information on prime vendors and first-tier sub-vendors, professional services consultants and grantees during the period October 1, 2017 through September 30, 2019.
- C.8.2.** Determine geographic and product markets for construction contracts, professional services contracts and grantees. Geographic markets will be defined by county and by Division. Product markets will be defined according to the most recent version of the North American Industrial Classification System (NAICS) code. Define the universe of firms potentially available to work in the identified industries. Determine the population numbers for DBE firms and non-DBE firms.
- C.8.3.** Determine if, or how many DBE and non-DBE firms are misclassified in race, ethnicity, or gender of firms' ownership.
- C.8.4.** Calculate availability estimates to be used by ODOT and Metropolitan Planning Organization's (MPOs) for an overall statewide goal-setting, and contract/agreement/grant specific goal setting based on the detailed industries present in any given project.
- C.8.5.** Provide an estimate of what ODOT DBE participation might look like in the absence of contract-based DBE subcontracting goals. This will provide insight into how much of the overall goal for FHWA projects could be met by strictly race or gender neutral means.

## **C.9. Disparity Analysis**

- C.9.1.** Provide an analysis of discrimination and its effect separately for each of the groups presumed disadvantaged by 49 CFR Part 26 as amended.
- C.9.2.** Provide an analysis of barriers in obtaining bonding and financing, disparities in business formation and earnings, studies and findings of governmental agencies and commissions, lawsuits and other legal actions and other statistical evidence, as may be appropriate.
- C.9.3.** Provide an analysis of factors other than discrimination that may account for statistical disparities between DBE availability and participation.
- C.9.4.** Provide an analysis of anecdotal information gathered through statewide hearings or other information gathering techniques.
- C.9.5.** Provide an analysis of any differences between DBE availability and DBE participation in race-neutral and race-conscious contracts, agreements and grants.
- C.9.6.** Provide a legal analysis section setting forth the legal framework for the analysis.
- C.9.7.** Provide assumptions made that impact the analysis, particularly discussing any approaches utilized and support for the approach, the market area and regional breakdown utilized and reasoning behind the breakdown utilized and any contracts or other information that were or were not included in the analysis, and the reasons for their inclusion or exclusion, as well as any limitations on the use of any data/proxies.
- C.9.8.** Descriptions of the methodology used by the vendor in its data collection and evaluation, availability analysis, utilization analysis and anecdotal evidence. In general, the vendor should address the complications of measuring potential discrimination when a DBE Program's own success may skew the numbers.
- C.9.9.** Provide recommendations as to how often an availability and/or disparity study should be conducted in order to maintain the validity and integrity of the program.

## **C.10. Project Management**

C.10.1. Detailed timetables and milestones for projecting and tracking progress will be developed by the vendor and agreed upon by ODOT. Detailed progress reports will be required so that progress on the project can be monitored. Regular meetings will be held with the vendor to discuss progress and problems.

## **C.11. DBE Goals**

C.11.1. Although no DBE goals have been placed on this solicitation and there are no DBE requirements as part of award, vendors are encouraged to consider DBE firms when subcontracting opportunities are part of the submission. Regardless of whether a subcontractor is a DBE, all subcontractors must be identified when the proposal response is submitted.

## **C.12. Contract Management**

C.12.1. The ODOT Civil Rights Division Manager will serve as the ODOT agreement administrator of the contract and will be the primary point of contact for the vendor. The Civil Rights Division Manager and/or designee will review and approve all invoices and supporting documentation for payment.

## **D. EVALUATION**

### **D.1. Evaluation Method – An evaluation committee will review and evaluate proposals**

D.1.1. This solicitation will be evaluated based on the following criteria in no particular order: vendor organization, qualifications and experience, project management, technical approach, references (See Attachment B for forms) and cost.

D.1.2. The vendor must ensure that adequate and accurate responses are provided. It is the responsibility of the proposing vendor to provide complete answers to each requirement even if that results in redundant, duplicated material within the proposal.

## **E. INSTRUCTIONS TO BIDDER**

### **E.1. Response Format**

E.1.1. These instructions prescribe the format that proposals must follow and describe the approach for the development and presentation of proposal data. They are designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals. The proposal of the successful respondent shall be appended to and incorporated in the Contract. The terms and conditions set forth in the Contract should be reviewed carefully by each prospective respondent since compliance with those terms and conditions shall be mandatory.

E.1.2. The proposal should be submitted in two (2) distinct sections: a Technical proposal and a Cost proposal. Proposers must furnish all information requested in each section.

E.1.3. Proposals should be prepared on standard 8.5" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permitted. The pages should be placed in a binder with tabs separating the sections of the proposal. Manuals and other reference documentation may be bound separately. All responses, as well as any reference material presented must be written in English.

E.1.4. The total proposal package should not exceed twenty (20) double-spaced, single-sided 8½" x 11" pages, which does not include the cover letter. Section dividers and graphics, charts, resumes, spreadsheets, or exhibits do not count towards the page limitations. Pages contained in the vendor's proposal which are 11" x 17" will be counted as two (2) pages.

E.1.5. Proposals should respond to the RFP requirements by listing the number and text of the requirement in sequence and writing the response immediately after the requirement statement.

E.1.6. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section of the proposal showing proposal section number and page number.

### **E.2. Vendor Organization, Qualifications & Experience**

E.2.1. ODOT is looking for both breadth and depth of experience, individually and as a team.

## **F. CHECKLIST**

None

## **G. OTHER**

**G.1. Attachments**

G.1.1. Title VI Compliance (Attachment A)

G.1.2. Reference Questionnaire (Attachment B)

**H. PRICE AND COST**

**H.1. Cost Proposal**

H.1.1. This is the proposal as submitted by the vendor of the number of hours and not to exceed amount.

## **Title VI Compliance - Attachment A**

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) 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, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, 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 E**

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



### **Pertinent Non-Discrimination Authorities:**

- 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 49 CFR Part 21.
- 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);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- 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;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- 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 contractors, whether such programs or activities are Federally funded or not);
- 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 C.F.R. parts 37 and 38;
- 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);
- 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;
- 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);

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.*).

**REFERENCE QUESTIONNAIRE – ATTACHMENT B**

PROPOSING VENDOR: \_\_\_\_\_

DATE: \_\_\_\_\_

REFERENCE: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**I. INSTRUCTIONS**

**A. Proposing Vendor**

- Print the name of your reference on "Reference" line.
- Print your company name on "Proposing Vendor" line.
- Send this form to your reference. Three references are required. To ensure receipt of an adequate number of reference responses, send a Reference Sheet to more than three vendors.
- It will be your responsibility to follow up with your references to ensure timely receipt of all questionnaires.

**B. Instruction for Reference**

- Print the responding individual's name, title, phone # and date on the appropriate lines.
- Type your response in the following manner. Use this form or using a separate sheet of paper, restate each question followed by your answer.
- Mail or fax your completed questionnaire to:

ODOT Procurement Division  
Attn: Solicitation # 3450004881  
200 NE 21st, Room 3C9  
Oklahoma City, Oklahoma 73105  
FAX: (405) 522-1139

This completed questionnaire MUST be received by the proposal due date. DO NOT return this questionnaire to the Proposing Vendor.

II. Questions

A. What was the scope of the project you obtained from the vendor?

B. How long did it take the vendor to complete the project?  
If project is not completed give projected date of completion. \_\_\_\_\_

C. Please answer the following ten (10) questions using the scale provided:

1. Would you rate the quality of the vendor's service as?

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_  
Points (5) (4) (2) (0)

2. How would you rate the response time of this vendor?

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_  
Points (5) (4) (2) (0)

3. Were the timelines identified for the project schedule consistently met?

Always \_\_\_\_\_ Usually \_\_\_\_\_ Sometimes \_\_\_\_\_ Never \_\_\_\_\_  
Points (5) (4) (2) (0)

4. Did the vendor keep you informed of progress?

Always \_\_\_\_\_ Usually \_\_\_\_\_ Sometimes \_\_\_\_\_ Never \_\_\_\_\_  
Points (5) (4) (2) (0)

5. Did the vendor keep you informed of problems that would affect the timely delivery of the project?

Always \_\_\_\_\_ Usually \_\_\_\_\_ Sometimes \_\_\_\_\_ Never \_\_\_\_\_  
Points (5) (4) (2) (0)

6. Rate their efforts to maintain contact with you on progress, meeting milestones, etc.:

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_  
Points (5) (4) (2) (0)

7. Did you experience any problems with the accuracy of any invoicing / billing:

No \_\_\_\_\_ Yes \_\_\_\_\_  
Points (5) (0)

8. Rate how quickly and thoroughly the vendor resolved any invoicing/billing issues:

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_  
Points (5) (4) (2) (0)

9. Have the problems you have experienced been dealt with to your satisfaction?

Always \_\_\_\_\_ Usually \_\_\_\_\_ Sometimes \_\_\_\_\_ Never \_\_\_\_\_  
Points (5) (4) (2) (0)

10. Was this Vendor flexible in meeting your requirements?

Yes \_\_\_\_\_ No \_\_\_\_\_  
Points (5) (0)

If no, why? \_\_\_\_\_

- D. What would you do differently the next time you undertake a similar contract?
  
- E. Explain why you would or would not do business with this vendor again.