



1. Solicitation #: _____

2. Solicitation Issue Date: _____

3. Brief Description of Requirement:

2023 ODOT National Electric Vehicle Infrastructure (NEVI) Competitive Procurement Program Electric Vehicle (EV) charging stations

The Oklahoma Department of Transportation (ODOT) has developed this competitive procurement program with the intent of soliciting proposals for eligible parties to design, build, operate, maintain, and report on National Electric Vehicle Infrastructure (NEVI) Formula Program funded and compliant Electric Vehicle charging stations throughout the state of Oklahoma along defined alternative fuel corridors (AFC's in [Oklahoma's NEVI Plan](#)).

Questions may be submitted until TBD at TBD with responses made available no later than TBD.

The solicitation is let pursuant to Title 74, Section 85.12.B.3

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 [TBD](#). 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.

4. Response Due Date¹: _____ Time: _____ CST/CDT

5. Issued By and **RETURN SEALED BID TO²**: _____

Electronic Submission Address: [TBD](#)

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) 588-3397
Email: cjwilliams@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 # _____

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

WORK IN PROGRESS DRAFT



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

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

Agency Name: Oklahoma Department of Transportation Agency Number: 34500

Solicitation or Purchase Order #: _____

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

TABLE OF CONTENTS

A GENERAL PROVISIONS.....6

B. SPECIAL PROVISIONS 11

C. SOLICITATION SPECIFICATIONS 15

D. EVALUATION 16

E. INSTRUCTIONS TO BIDDER 16

F. CHECKLIST..... 17

G. OTHER 17

H. PRICE AND COST 17

WORK IN PROGRESS DRAFT

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: 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: A written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. Bid: An offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation.
- A.1.4. Bidder: An individual or business entity that submits a bid in response to a solicitation.
- A.1.5. Solicitation: 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: 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, included with this packet, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency electronically via email to the buyer listed in this solicitation. This will still remain a sealed bid and no attachments will be opened until bid closing.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", included with this packet, 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. The bidder is required to submit an electronic copy.
- 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," if included later with this packet, 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."

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 Dept of Transportation located at 200 N.E. 21st 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 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 ODOT General Counsel 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. Clarification of Solicitation

A.11.1. 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.11.2. 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.11.3. 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.12. Negotiations

A.12.1.1. 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.12.1.2. 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.12.1.3. Negotiations may be conducted in person, in writing, via online meeting, or by telephone.

A.12.1.4. 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.12.1.5. 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.12.1.6. 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.13. 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.14. Award of Contract

A.14.1. The Procurement Division Manager may award the Contract to more than one bidder. If a bidder is selected for more than one site the Procurement Division Manager may also decide to have a single contract cover work at multiple sites. Contracts may also be awarded on an ALL OR NONE basis, whichever is deemed by the Procurement Division Manager to be in the best interest of the State of Oklahoma.

A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. 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.15. Contract Modification

A.15.1. The Contract is issued under the authority of the Procurement Division Manager who signs the Contract. The Contract may be modified only through a written Addendum, signed by the ODOT and the supplier.

A.15.2. 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.16. Delivery, Inspection and Acceptance

A.16.1. 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.16.2. 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.17. Invoicing and Payment

A.17.1. 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.17.2. State Acquisitions are exempt from sales taxes and federal excise taxes.

A.17.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

A.17.4. 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.17.5. 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.18. Tax Exemption

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

A.19. Audit and Records Clause

A.19.1. 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.19.2. 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.20. 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.21. 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.22. 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.23. Termination for Cause

A.23.1. 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.23.2. 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 Procurement Division Manager determines that an administrative error occurred prior to Contract performance.

A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the Procurement Division Manager determines that termination is in the State's best interest. The 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 Procurement Division Manager.

A.24.2. 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.25. 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.26. 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.27. 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.28. 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.29. 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 Period

B.1.1 The period of this contract will include the following major phases: 1) the pre-construction phase; 2) the construction phase; 3) the federally required five-year operation and maintenance phase; 4) the project close out phase; and 5) the federal and state required records retention phase. The total length of the contract will be inclusive of all five key project phases.

B.2. Deliveries

Under the 2023 ODOT NEVI Competitive Procurement, awarded parties will perform all procurement, delivery, installation, and operations of compliant EV Charging infrastructure. ODOT will not receive any deliveries as part of this procurement.

B.3. Extension of Contract

ODOT may extend the term of this contract if mutually agreed upon by both parties in writing.

B.4. Final Completion

ODOT will issue a final notice of completion to all awarded contracts under this solicitation, documenting ODOT's acceptance and acknowledgement of completion of all required project phases.

B.5. Gratuities

B.5.1. The right of the successful offeror to perform under this contract may be terminated by written notice if the ODOT determines that the successful offeror, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the Department of Transportation.

B.6. Assignment

B.6.1. The Contractor shall NOT sublet, sell, transfer assign, or otherwise dispose of the contract or any portion thereof, or of his right, title, or interest therein, without written consent of ODOT.

B.7. Authority for Solicitation

B.7.1. ODOT is issuing this solicitation in accordance with Oklahoma State Statute, Title 74, Chapter 4, Section 85.12B.3

B.8. Form of Contract

B.8.1. A contract is to be used as the agreement between the State and the successful Vendor. Contract will contain the following Federal Clauses, Terms and Conditions.

B.8.1.1. The contract will include and expressly incorporate by reference the FHWA Federal Register Final Rule 88 FR 12724. Minimum Federal statutory requirements can be found in the [Final NEVI Standards and Requirements](#)¹ Part 680 – National Electric Vehicle Infrastructure Standards and Requirements.

B.8.1.2. All statutory and regulatory requirements that are applicable to funds apportioned under chapter 1 of Title 23, United States Code, and the requirements of 2 CFR part 200 apply. This includes the applicable requirements of 23, United States Code, and Title 23, Code of Federal Regulations, such as the applicable Buy America requirements at 23 U.S.C. 313 and Build America, Buy America Act (Pub. L. No 117-58, div. G sections 70901-70927).

B.8.1.3. As provided at 23 U.S.C. 109(s)(2), projects to install EV chargers are treated as if the project is located on a Federal-aid highway. As a project located on a Federal-aid highway, 23 U.S.C. 113 applies and Davis Bacon Federal wage rate requirements included at subchapter IV of chapter 31 of Title 40, U.S.C. must be paid for any project funded with NEVI Formula Program funds.

¹ FHWA Federal Register Final Rule 88 FR 12724 (01/28/2023)
ODOT Solicitation – X/XX/2023

- B.8.1.4. The American with Disabilities Act of 1990 (ADA), and implementing regulations, apply to EV charging stations by prohibiting discrimination on the basis of disability by public and private entities. EV charging stations must comply with applicable accessibility standards adopted by the Department of Transportation into its ADA regulations (49 CFR part 37) in 2006, and adopted by the Department of Justice into its ADA regulations (28 CFR parts 35 and 36) in 2010.
- B.8.1.5. Title VI of the Civil Rights Act of 1964, and implementing regulations, apply to this program to ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
- B.8.1.6. All applicable requirements of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), and implementing regulations, apply to this program.
- B.8.1.7. The Uniform Relocation Assistance and Real Property Acquisition Act at 49 CFR part 24, and implementing regulations, apply to this program by establishing minimum standards for federally funded programs and projects that involve the acquisition of real property (real estate) or the displacement or relocation of persons from their homes, businesses, or farms.
- B.8.1.8. The National Environmental Policy Act of 1969 (NEPA), the Council on Environmental Quality's NEPA implementing regulations, and applicable agency NEPA procedures apply to this program by establishing procedural requirements to ensure that Federal agencies consider the consequences of their proposed actions on the human environment and inform the public about their decision making for major Federal actions significantly affecting the quality of the human environment.
- B.8.1.9. All applicable requirements of the Infrastructure Investment and Jobs Act ("IIJA") Pub. L. No 117-58 which includes the Build America Buy America Act (BABA), Public Law No 117-58 § 70901-52, and Implementing regulations, apply to this program.
- B.8.1.10. US DOT Certification for Federal-Aid Contracts
- B.8.1.11. Federal Highway Administration Contract Requirements
- B.8.1.12. US DOT Certification of Eligibility
- B.8.1.13. Drug Free Workplace
- B.8.1.14. Disadvantaged Business Enterprises Policy Statement
- B.8.1.15. Equal Employment Opportunity

B.9. **Scope of Work Definitions**

- B.9.1. **Acquisition:** Items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental.
- B.9.2. **Addendum:** A written restatement of or modification to a Contract Document executed by the Supplier and State.
- B.9.3. **Agent:** An entity contractually authorized to act on behalf of, or represent, ODOT.
- B.9.4. **Alternative Fuel Corridor (AFC):** A portion of the US Highway System designated as an EV charging corridor by FHWA pursuant to [23 U.S.C. 151](#).
- B.9.5. **Approve:** The term "Approve" and its variations (e.g., "Approval" or "Approved"), when capitalized in this Contract, refers to acceptance of a process, vendor, document, condition, action or Deliverable in writing by ODOT. Approval by ODOT shall not be construed to mean ODOT's endorsement or assumption of liability by ODOT, nor shall it relieve the Contractor of its responsibilities under the Contract.
- B.9.6. **Authorized User(s):** A user with specific authority to perform a function(s) in the System. An Authorized User could be designated staff from the Contractor, ODOT user, or a designated third party.
- B.9.7. **Award:** The project has been selected for funding by ODOT.
- B.9.8. **Awardee:** A Proposer which is has been selected for Project Award. Awardee may also be interchangeable with Contractor after a Contract has been executed.
- B.9.9. **Award Agreement:** A legally enforceable document containing minimum terms and conditions between ODOT and awardee.
- B.9.10. **Business Day:** A weekday, excluding ODOT Holidays, beginning at 12:00:00 a.m. and ending at 11:59:59 p.m. central time.
- B.9.11. **Charger:** A device with one or more charging ports and connectors for charging EVs, also referred to as Electric Vehicle Supply Equipment (EVSE).

- B.9.12. **Charging Network:** A collection of EV chargers located on one or more property(ies) that are connected via digital communications to manage the facilitation of payment, the facilitation of electrical charging, and any related data requests.
- B.9.13. **Charging Network Provider:** The entity that operates the digital communication network that remotely manages the chargers. Charging network providers may also serve as charging station operators and/or manufacture chargers.
- B.9.14. **Charging Station:** The area in the immediate vicinity of a group of chargers and includes the chargers, supporting equipment, parking areas adjacent to the chargers, and lanes for vehicle ingress and egress. A charging station could comprise only part of the property on which it is located.
- B.9.15. **Commissioning:** The charging station is installed according to plan, is operational according to the specifications, is open for public use, and all construction, utility service, and ancillary construction activities are complete, including but not limited to site cleanup, landscaping, paving and patching, pavement marking, sign installation, etc.
- B.9.16. **Conditional Award:** Initial award selection and announcement by ODOT. Final award conditioned on conditional awardee completing all federal and state award requirements, including but not limited to receiving environmental clearances, finalizing contract with ODOT, and receiving final FHWA authorization.
- B.9.17. **Connector:** The device that attaches an EV to a charging port in order to transfer electricity.
- B.9.18. **Contract:** The entire and integrated agreement between the parties, which supersedes all prior negotiations, representations, or contracts, either written or oral. The Contract, as amended from time to time, forms the agreement between ODOT and the Contractor, setting forth the obligations of the parties, including but not limited to, the performance of the Work and the basis of payment.
- B.9.19. **Contractor:** In the context of the Contract, Contractor means the company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to work in Oklahoma that enters into a written Contract with ODOT to perform the Work described in the RFP and Contract.
- B.9.20. **Competitive Procurement Program:** A free and open application process to award NEVI Formula Program Funds based on best value evaluation in compliance with all Title 23 and NEVI Formula Program requirements.
- B.9.21. **Cost Share:** A non-federal funding source the awardee is committing to the project as its share of the overall eligible project costs, also commonly referred to as match.
- B.9.22. **Critical Factor(s):** Elements of the Project which, if not performed successfully by the Contractor, will place the overall success of the Project at high risk.
- B.9.23. **Deliverable(s):** Any single item required by the terms of the Contract to be delivered by the Contractor for test, review, Approval, and acceptance by ODOT's Project Manager. See "Submittal".
- B.9.24. **Designated Representative(s):** Person or persons authorized by ODOT to represent ODOT in dealings with the Contractor.
- B.9.25. **Devices:** The Hardware and/or Software
- B.9.26. **Direct Current Fast Charger (DCFC):** A charger that enables rapid charging by delivering direct-current (DC) electricity directly to an EV's battery.
- B.9.27. **Documentation:** The printed or electronic manuals, designs, drawings, and plans published by the Contractor that describe the implementation of the Project, Design of the System, and use and operation of the Software and Hardware, including all new revisions, versions, updates, and releases thereto.
- B.9.28. **Electric Vehicle (EV):** A motor vehicle powered by an electric motor that draws electricity from a battery and is capable of being charged from an external source. For the purposes of this RFP, this definition does not include golf carts, electric bicycles, or other micromobility devices.
- B.9.29. **Electric Vehicle Infrastructure Training Program (EVITP):** A comprehensive training program for the installation of electric vehicle supply equipment. For more information, refer to <https://evitp.org/>.
- B.9.30. **Electric Vehicle Supply Equipment (EVSE):** See definition of a Charger.
- B.9.31. **Federal Share:** The federal funding the awardee is contracted to receive for the portion of overall eligible federally reimbursable project costs.
- B.9.32. **Hardware:** An all-inclusive term to mean the equipment, hardware, peripherals, firmware, electronics, electrical components, and other materials and supplies necessary or furnished by the Contractor to provide Services pursuant to the Contract Documents.
- B.9.33. **Holiday(s):** Holidays, which are non-Business Days for ODOT, are defined as New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving the day before or after Christmas, and Christmas Day.

- B.9.34. **Match:** See cost share definition.
- B.9.35. **National Environmental Protection Act (NEPA):** The requirement that federal agencies assess the environmental effects of their proposed actions prior to making decisions, as defined by the National Environmental Policy Act of 1969.
- B.9.36. **Notice of Acceptance (NOA):** The ODOT issued notice detailing the awardee has completed all project requirements and ODOT has reviewed and approves of the completion of the project.
- B.9.37. **Notice to Proceed (NTP):** The written authorization by ODOT designating the date and time for the Contractor to commence Work pursuant to the terms of the Contract.
- B.9.38. **Operation and Maintenance (O&M):** The period after the charging station has been commissioned and is being upkept to meet all service and program requirements throughout the duration of the award agreement.
- B.9.39. **Payment Methods:** A secure method for consumers to purchase services using a debit card, credit card, smartcard, mobile application, or another payment device by using radio frequency identification (RFID) technology and near-field communication (NFC).
- B.9.40. **Port:** The system within a charger that charges one EV. A charging port may have multiple connectors, but it can provide power to charge only one EV through one connector at a time.
- B.9.41. **Project:** The complete awarded scope of work defined in the application and award agreement, including the design, acquisition, installation, network connection, and commissioning, as well as operation and maintenance of qualified electric vehicle charging infrastructure as described in an applicant's proposal, as well as charging station data sharing.
- B.9.42. **Project Performance Period:** The active project phases as defined by the final contract between the awardee and ODOT, broadly defined as the phases at which ODOT will offer formal notices to proceed, including but not limited to: 1) pre-construction, 2) procurement and construction, and 3) operations and maintenance.
- B.9.43. **Project Site:** The location the applicant has identified in its application proposal where project work will take place and where EVSE will be installed.
- B.9.44. **Project Schedule:** The detailed schedule developed and maintained by the Contractor that lists all tasks related to the design, development, testing, installation, and deployment of the System(s) as defined in the Statement of Work.
- B.9.45. **Proposal:** A formal request to ODOT for project funding as outlined in Section E of the RFP.
- B.9.46. **Proposer:** An entity that submits an eligible proposal to ODOT in response to this RFP.
- B.9.47. **Qualifying Event:** A deliverable(s) that is required to be submitted and approved by ODOT for a particular Milestone, as outlined in the Project Milestone document
- B.9.48. **Request for Proposals (RFP):** ODOT's formally issued announcement of the availability of federal pass-through NEVI funding, to be awarded through a competitive procurement program, and administered in accordance with all federal and state laws.
- B.9.49. **Requirements:** See "Statement of Work (SOW) and Requirements".
- B.9.50. **Response:** See "Proposal".
- B.9.51. **Secure Payment Method:** A type of payment processing that ensures a user's financial and personal information is protected from fraud and unauthorized access.
- B.9.52. **Services:** All tasks/items necessary for completion of the Project under the Contract. Includes, without limitation, all labor, materials, Equipment, Hardware, Systems, services, Software, facilities, installation, testing, maintenance, and other things necessary or proper for or incidental to carrying out and completing the terms of the Contract.
- B.9.53. **Site Host:** Owner of the property on which EVSE is to be installed.
- B.9.54. **Site Host Agreement:** An agreement between the awardee and the property owner if the property owner is different than the awardee and provides the awardee with a contractual right to install EVSE on the property.
- B.9.55. **Statement of Work (SOW) and Requirements:** Contract documents that detail the Work activities, Submittals and Deliverables, and performance that the Contractor must execute in performance of the Work. "Requirement" and "Requirements" are used as independent terms under this same definition.
- B.9.56. **Submittal:** See "Deliverable".
- B.9.57. **System(s):** The integrated Hardware, Software, and/or subsystems which combine together to support the scope of the Contract.
- B.9.58. **Uptime:** The amount of time a charging station is operational.

B.9.59. **Vendor:** An individual or business entity that sells or desires to sell acquisitions to state agencies.

B.10. Taxation Status

B.10.1. Please be advised that all governmental entities of the State of Oklahoma, FEI 73-6017987 are exempt from Oklahoma sales or use taxes pursuant to Title 68, O.S. 2001, section 1356(1). Therefore, direct purchases made by a state entity are exempt from sales tax whereas purchases made by a contractor in fulfilling a state contract are taxable to the contractor.

B.10.2. Proposers that are not tax-exempt should include applicable taxes in the costs shown on Attachment X – pricing sheet

B.11. Payments

B.11.1. Project payment and reimbursement structure is described in Attachment A, Section III.F.

B.12. Performance Non-Compliance

B.12.1. Failure to comply with the Project requirements or the requirements of this contract will result in penalties. See Attachment A, Section III.A.5 for a description of penalties and remedies.

B.13. Surety Bonds

B.13.1. All bonds are for the full value of the contract and shall be issued by a surety company authorized by the Oklahoma Insurance Department to do business in the State of Oklahoma.

B.13.2. A bond is required for all contracts with a value exceeding Fifty Thousand Dollars (\$50,000.00) that includes coverage for (1) Performance: to ensure the completion of the work in accordance with contract documents in the time stipulated; (2) Defect – to provide for defects in renovation or materials for a period of five (5) years from the date of Notice of Acceptance of the completed work; and (3) Payment – to assure the State is protected from the actions of subcontractors, suppliers and employees for unpaid debts of the contractor.

B.13.3. All bonds must be on the forms prescribed and issued by the State of Oklahoma. A-series forms may be accessed at <https://oklahoma.gov/omes/services/construction-and-properties/cap-forms.html>

B.13.4. Irrevocable Letters of Credit may be used as a substitute for the bonds required in B.13.2 of these instructions. The letters of credit must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on forms obtained from the Division.

B.13.5. Each project awarded will require the submission of a Payment Bond, Performance Bond and Statutory Defect Bond.

B.14. Indemnification

B.14.1. The Proposer shall indemnify and save harmless the Department, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against the Department, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from acts of said Proposer or its servants, agents and subconsultants, in doing the work and rendered the services Contracted for, or by or consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission of said Proposer or his or its servants, agents and subconsultants. This hold harmless and indemnity obligation shall include attorney's fees, court costs and all other expenses incurred in the investigation and defense of any claim or suit.

B.15. Disadvantage Business Enterprise

B.15.1. This is a federally funded procurement; however, per 23 CFR § 680.118 the Disadvantaged Business Enterprise (DBE) Program does not apply to the NEVI Formula Funds. The proposer is encouraged to utilize DBEs if subcontracting any work in any of the project phases and that information should be captured as part of our race neutral goal attainment.

C. SOLICITATION SPECIFICATIONS

C.1 Purpose of the Contract

C.1.1. The Oklahoma Department of Transportation (ODOT) has developed this competitive procurement program with the intent of soliciting proposals for eligible parties to install, own, operate, maintain, and report on National Electric Vehicle Infrastructure (NEVI) Formula Program funded and compliant Electric Vehicle charging stations throughout the state of Oklahoma.

C.2 Statement of Work

C.1.1. See Attachment A – Statement of Work for a complete description of the 2023 ODOT NEVI Competitive Procurement Program, including details on, Program Summary and Milestones; Program Details; Eligibility

Information; Program Requirements; Submission Instructions; Proposal Evaluation Process; and Post Selection Process.

C.3 Site Revenue

- C.3.1. For purposes of program income or revenue earned from the operation of an EV charging station, the State or other direct recipient should ensure that all revenues received from operation of the EV charging facility are used only for:
1. Debt service with respect to the EV charging station project, including funding of reasonable reserves and debt service on refinancing;
 2. A reasonable return on investment of any private person financing the EV charging station project, as determined by the State or other direct recipient;
 3. Any costs necessary for the improvement and proper operation and maintenance of the EV charging station, including reconstruction, resurfacing, restoration, and rehabilitation;
 4. If the EV charging station is subject to a public-private partnership agreement, payments that the party holding the right to the revenues owes to the other party under the public-private partnership agreement; and
 5. Any other purpose for which Federal funds may be obligated under Title 23, United States Code

C.4 Reporting

- C.4.1. Awardee must submit quarterly, annual, one time, and other reports and updates as required pursuant the NEVI Final Rule.

D. EVALUATION

D.1. Evaluation Criteria

- D.1.1. This solicitation will be evaluated with best value criteria in accordance with Title 74, Chapter 4, Section 85.2.2. Criteria will include, but not be limited to: Project Location; Project Site Readiness; Project Location Access; Project Site Host Engagement; Site Amenities; Team Qualifications; Justice40 and Equity Considerations; Project Future Proofing; Project Non-Federal Match Proposed; Project Federal Share Requested; and Project Cost Effectiveness. The order in which criteria is listed does not establish priority.
- D.1.2. See Attachment "A" for a detailed description of the Evaluation Process.
- D.1.3. See Attachment "B" for a detailed description of the Evaluation Criteria

E. INSTRUCTIONS TO BIDDER

E.1. Bidder Questions

Questions must be submitted in writing to: **TBD** by **TBD**.

Questions may be asked during virtual pre-bid meetings with ODOT and/or the Agent see Solicitation Cover Page for date and time.

Answers to questions submitted in writing or during virtual pre-bid meetings will be made available to Proposers. See Solicitation Cover Page for more information.

Communication with ODOT or an Agent outside the opportunities outlined in this section may result in a Vendor not being allowed to bid on this project.

E.2. Proposal Submittal Requirements

- E.2.1. Proposers must review Attachment A, the Solicitation Statement of Work, in its entirety, which is inclusive of the program summary and milestones, program details, eligibility information, program requirements, submission instructions, proposal evaluation information and the post selection process.
- E.2.2. Proposers should review Attachment B, Evaluation Criteria, to inform the development of a competitive project, and to understand the competitive procurement evaluation scoring process.
- E.2.3. Proposers must utilize Attachment C, to complete the Technical and Qualification proposal narrative requirement. Attachment C outlines all formatting and content requirements.
- E.2.3.1. Any applicable Site Host Agreement should be included in the submission of the Technical and Qualification narrative.
- E.2.4. Proposers must complete and submit Attachment D, Project Site, Utility, and Readiness template to provide detailed information about the status of the project site.
- E.2.5. Proposers are required to utilize Attachment E, the project Pricing Sheet, to provide detailed project expenses, by category and to narrativize any expenses that are not quantifiable in the tables provided.

- E.2.6. Proposers may review a sample award agreement in Attachment F.
- E.2.7. Proposers must limit their Proposals to the maximum number of pages stated in Attachment C. This solicitation packet, any resultant Amendment, Attachment D, Attachment E, site host agreement (if applicable), and five (5)-year business plan (if applicable) will not count toward the maximum page count.

F. CHECKLIST

- F.1. _____ Completed Responding Bidder Information pages
- F.2. _____ Completed and Signed Non-Collusion Certification page
- F.3. _____ Completed Technical and Qualification Proposal (Attachment C – **Technical and Qualification Proposal Template**)
- F.4. _____ Completed and Signed Site Readiness Information (Attachment D)
- F.5. _____ Completed and Signed Pricing Sheet (Attachment E)
- F.6. _____ Read Sample Agreement (Attachment F)
- F.7. _____ Completed and Signed Addenda and Amendment Receipts – If Necessary
- F.8. _____ Read Section B.9 regarding Taxation Status
- F.9. _____ Read Section E.1.4. regarding communication during Solicitation Period
- F.10. _____ Read Section B.7.1.1 and the Final NEVI Standards and Requirements

G. OTHER

- Attachment A – Statement of Work
- Attachment B – Evaluation Criteria
- Attachment C – Technical and Qualification Proposal Template
- Attachment D – Project Site, Utility, and Readiness Information Template
- Attachment E – Pricing Sheet Template
- Attachment F – Sample Award Agreement
- Attachment G – Federal Requirements

H. PRICE AND COST

Proposer must submit proposed pricing sheet by completing Attachment E (Pricing Sheet Template)

Attachment A
Statement of Work

WORK IN PROGRESS DRAFT

ATTACHMENT A: STATEMENT OF WORK
2023 ODOT NEVI Competitive Procurement

PART 1 – TABLE OF CONTENTS: This Statement of Work is intended to provide proposers necessary information needed to submit eligible and competitive proposals for the 2023 ODOT NEVI Competitive Procurement Program.

PART 1 – TABLE OF CONTENTS 1

PART 2 – PROGRAM SUMMARY AND MILESTONES 1

PART 3 – PROGRAM DETAILS 2

PART 4 – ELIGIBILITY INFORMATION 4

PART 5 – PROGRAM REQUIREMENTS 7

PART 6 – SUBMISSION INSTRUCTIONS 9

PART 7 – PROPOSAL EVALUATION 10

PART 8 – POST SELECTION PROCESS 11

PART 2 – PROGRAM SUMMARY AND MILESTONES

A. SUMMARY: The Oklahoma Department of Transportation (ODOT) has developed this solicitation to award National Electric Vehicle Infrastructure (NEVI) Formula Program funding for compliant Electric Vehicle charging stations throughout the state of Oklahoma on Interstate Highways and designated Alternative Fuel Corridors (AFCs). Milestone dates for this 2023 ODOT NEVI procurement are detailed in **Table 1**.

B. PROGRAM MILESTONES:

Table 1. 2023 ODOT NEVI Procurement Milestones

2023 Oklahoma NEVI Procurement Milestones	Date
Proposals Open for Submittal	TBD
Informational Webinars for Prospective Proposers	TBD
Deadline for Written Questions (see Section E.1)	TBD
Final Proposal Submission Deadline	TBD
Proposals Evaluation Window	TBD
Anticipated Proposal Award	TBD

1. Information on required proposal submission materials and process can be found in Solicitation **Sections E-F** and template documents in **Attachments C-E** of the solicitation.
2. NEVI Formula Funds come with specific Federal and State compliance requirements, including, but not limited to:

ATTACHMENT A: STATEMENT OF WORK
2023 ODOT NEVI Competitive Procurement

- i. **Federal Statutory Compliance Requirements:** Awardees are required to comply with all federal statutes pertaining to FHWA funding, including Title 23, 2 CFR 200, Buy America, Federal Wage Rate, Americans with Disabilities Act (ADA), Civil Rights Act, and National Environmental Policy Act (NEPA). See Solicitation **Section B.8 and Attachment G**.
- ii. **Federal NEVI Five-Year Operation, Maintenance, and Uptime Requirements:** Awardees are required to commit to a minimum of five (5) years of operation and maintenance (O&M) at 97% uptime from the respective date EVSE sites are operational, with quarterly and annual data submissions. See Solicitation **Section B.8**.
- iii. **ODOT NEVI Program Requirements:** Awardees must comply with ODOT requirements, see Solicitation **Sections A-C and Attachments A-G** of this solicitation.

PART 3 – PROGRAM DETAILS

A. PROGRAM BACKGROUND

The National Electric Vehicle Infrastructure (NEVI) Formula Program is a \$5 billion program established by the Infrastructure Investment and Jobs Act (IIJA) to build a national network of 500,000 electric vehicle (EV) charging stations along federally designated Alternative Fuel Corridors (AFCs) by 2030. The IIJA directs Federal Highway Administration (FHWA) to apportion NEVI formula funding among states, inclusive of Oklahoma, on a formula basis.

Oklahoma will receive approximately \$66 million to create an Electric Vehicle Supply Equipment (EVSE) charging station network across the state under provisions of the NEVI Formula Program. With FHWA's approval of the Oklahoma Electric Vehicle Infrastructure Deployment (EVID) plan in September 2022, the state was allocated \$23.9 million to fund the deployment EVSE charging stations through federal fiscal year 2023, with additional funding allocated by FHWA upon the update and approval of the Oklahoma NEVI plan annually.

The Oklahoma Department of Transportation (ODOT) will administer NEVI Program funds for the development of EVSE charging stations. These initial funds are required by law for use in the full build out of EVSE charging stations located within every 50 miles along Oklahoma's portions of the Federal Interstate Highway system and FHWA designated Alternative Fuel Corridors (AFCs).

B. PROGRAM STRUCTURE

The Oklahoma Department of Transportation (ODOT) has developed this solicitation to award National Electric Vehicle Infrastructure (NEVI) Formula Program funding for compliant Electric Vehicle charging stations throughout the state of Oklahoma on Interstate Highways and

ATTACHMENT A: STATEMENT OF WORK
2023 ODOT NEVI Competitive Procurement

designated Alternative Fuel Corridors (AFCs). This competitive procurement program is designed for ODOT to select proposals for reimbursement of eligible costs from the pool of EVSE charging site developers responding to this Request for Proposals. Program funds will be awarded on a competitive basis in relation to evaluation criteria outlined in Solicitation **Section E.** and **Attachment B Evaluation Criteria.**

C. AWARD INFORMATION

ODOT will distribute Program funding to successful eligible proposers for reimbursement of up to eighty percent (80%) of eligible costs of awarded EVSE charging station projects. A minimum twenty percent (20%) non-federal project match is required by the awarded eligible proposer.

No single project may receive more than \$1,200,000 in Federal share per site in this first round of Program funding. The capped, federal share, reimbursable amount applies to all capital costs, pre-construction costs, construction costs, and operations and maintenance costs defined as eligible for this Program in Part 4.C.

D. TOTAL FUNDING AVAILABLE

For the first round of NEVI competitive procurement, ODOT has advanced appropriations of \$23.9 million NEVI Program Formula dollars. ODOT plans to retain approximately \$1 million of these Formula funds for administration of the Program, including procurement, design, outreach/engagement, program management, and reporting activities by ODOT and its agents. The approximately \$22.9 million in remaining NEVI funds are eligible for award under this 2023 ODOT NEVI competitive procurement.

E. START DATES AND PERIOD OF PERFORMANCE

ODOT will obligate Oklahoma NEVI program award funding after project selections have been made. ODOT will issue Awardees formal Notices to Proceed (NTPs) for each project phase. Upon issuance of the requisite NTP from ODOT, Awardees may begin their agreed project.

F. PROJECT PHASES AND FORMAL NOTICES

ODOT expects each awarded project to consist of at least three main project phases: 1) Pre-construction phase including design, environmental clearances, and permitting; 2) Procurement and Construction phase including purchase of all equipment, equipment installation, testing, and inspection for compliance; and 3) Operation and Maintenance (O&M) phase for the federally required five-year O&M period, including submission of all data and reporting required under state

ATTACHMENT A: STATEMENT OF WORK
2023 ODOT NEVI Competitive Procurement

and federal rules. ODOT will issue formal notices following the completion of each project phase. Upon receipt of notice from ODOT awardees may move to each new project phase.

G. AWARD SIZE AND ANTICIPATED QUANTIFY

ODOT expects to award funding to as many Projects as needed to fully build out the Oklahoma portions of the federal interstate highway system according to NEVI Formula Funding Program standards with this first round of available Program funding.

ODOT's competitive procurement program caps reimbursement of eligible installation, construction, and O&M costs at \$1,200,000 in total Federal funding share of project costs per project site. Therefore, proposers may apply for a reimbursement of eligible project costs of up to \$1,200,000 or 80% Federal funding share of the total EVSE installation site construction and O&M costs, whichever is less. Funding matches must be composed of private funds or non-federal public funds for the remaining share of eligible project costs.

PART 4 – ELIGIBILITY INFORMATION

A. ELIGIBLE PROPOSERS

Proposers shall conform to the following organizational eligibility criteria in order to be considered for Program funds:

1. Business registered with the Oklahoma Secretary of State, or
2. Non-profit entity registered in the State of Oklahoma (as defined in Title 26 US Code Section 501(c)), or
3. Oklahoma Government entity, such as local governments or higher education institutions.
4. Tribal Organization within Oklahoma (as defined in [Title 25 US Code Section 5304 \(l\)](#)).
5. Registered Public Utility in the State of Oklahoma, or

B. ELIGIBLE PROJECTS

Eligible projects must only use funding directly in relation to EVSE charging infrastructure that is publicly accessible and meets all federal and state requirements as defined by this solicitation (see Solicitation **Sections A-F** and **Attachments C-G**). ODOT's 2023 NEVI Competitive Procurement will direct funding to compliant EVSE charging stations on the EV Charging gap segments on Oklahoma' federal Interstates. **Figure 1** and **Table 2**, as well as the [ODOT EVSE Charging Interactive Gap Map](#), illustrate the corridors and EV Charging gap segments where this competitive procurement program is seeking to fund projects. Eligible projects for proposal are

ATTACHMENT A: STATEMENT OF WORK
2023 ODOT NEVI Competitive Procurement

broadly defined as a single location or single NEVI compliant charging site. Each interchange in ODOT’s interactive map has a one-mile polygon driving distance defined for eligibility.

FIGURE 1. OKLAHOMA EVSE CHARGING CORRIDOR SERVICE GAPS

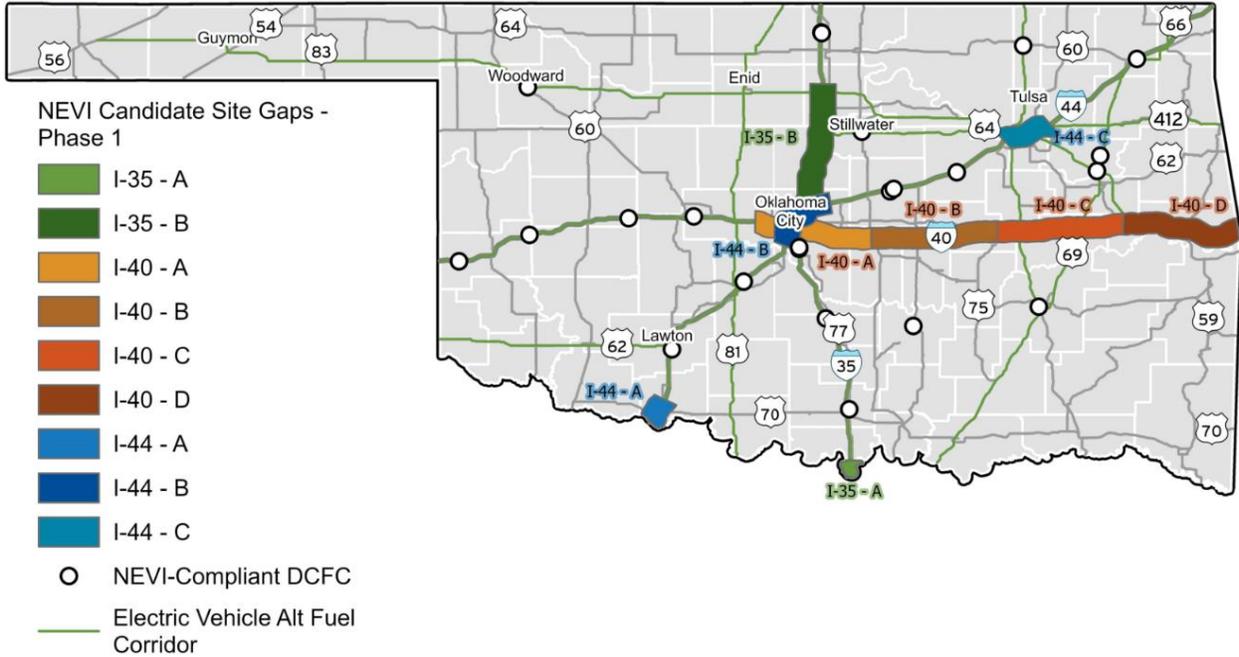


TABLE 2. EXIT LOCATIONS WITHIN EVSE CHARGING CORRIDOR SERVICE GAPS

AFC	GA P ID	INTERCHANGE (EXIT NUMBERS FOR BOTH DIRECTIONS)
I-35	A	1, 3, 5
	B	142, 143, 146, 151, 153, 157, 170, 174, 180, 185, 186, 193, 194A/B
I-40	A	134, 136, 137, 138A/B, 139A/B, 140, 142, 143, 144, 145, 146, 147A/B, 148A, 148B, 148C, 149, 150AB, 151, 153, 154, 155A, 155B, 156A, 156B, 157A, 157B, 157C, 159A, 159B, 159N, 162, 166, 169, 172, 176, 178, 181
	B	185, 186, 192, 200, 212, 217, 221, 227, 231
	C	237, 240, 247, 255, 259, 262, 265, 270, 278
	D	284, 287, 291, 297, 303, 308, 311, 321, 325
I-44	A	1, 5
	B	108, 110, 111, 112, 113, 114, 117, 118, 119, 121, 122, 124, 125B 128A, 128B
	C	221, 228, 230, 240

Proposers must submit a complete proposal package, as detailed in Solicitation **Sections E-F** and **Attachments C-E**, for each individual NEVI compliant project site seeking funding. There is no limit on the number of project sites a single organization can prepare and submit proposals for through this program.

ATTACHMENT A: STATEMENT OF WORK
2023 ODOT NEVI Competitive Procurement

C. ELIGIBLE PROJECT COST AND MATCH

For ODOT's 2023 NEVI Competitive Procurement, eligible project costs are defined as follows:

1. Costs for pre-construction work including environmental clearance documents, planning, design, and permitting.
2. Costs of minor grid updates (work necessary to connect a charging station to the electric grid distribution network) including:
 - a. Costs for minor extensions or upgrades to existing power lines.
 - b. Costs to acquire and install on-site electric service equipment (e.g., power meter, transformer, switch gear).
3. Costs to procure and install new NEVI compliant EVSE related hardware and software.
4. Costs to procure and install, repair, upgrade, or replace existing EV charging equipment to meet NEVI minimum standards and requirements, including costs to upgrade existing EV charging stations to meet ADA requirements.
5. Construction costs for EVSE installation (as defined under 23 U.S.C. 101(a)(4)), including site restoration after installation, directly related to the EV charging station.
6. Costs to install onsite signage for user wayfinding to EVSE charging station.
7. Operating and maintenance costs (up to five years after the charging station is operational) limited to costs directly related to the operation and maintenance of the NEVI funded EV charging station, not to exceed \$1,200,000 total federal cost share including all other project costs.
8. Cost for renewable energy generation and storage provided that the renewable energy generation or storage only transfers power to and from the EV charging station.
 - a. Costs for planning, permitting, acquisition, and installation of on-site distributed energy resource (DER) equipment (e.g., solar arrays, stationary batteries) that are directly related to the charging of a vehicle are eligible for reimbursement.
 - b. These costs will only be considered if they will lead to lower costs to consumers, greater EV charging station reliability, and if they do not substantially increase the timeline for completing an EV charging station project.
9. Costs for construction project management directly related to the EV charging station.

Proposers should note that any eligible costs incurred prior to requisite formal notices from ODOT are considered at risk. Reimbursement is at risk and dependent on, but not limited to, project receiving environmental clearances, final FHWA authorization, execution of final award

ATTACHMENT A: STATEMENT OF WORK
2023 ODOT NEVI Competitive Procurement

agreement, Awardee abiding by all contractual terms, Awardee submission of required reimbursement invoice documentation, and ODOT approval of all documentation and compliance.

D. INELIGIBLE COST AND MATCH

Any costs beyond those defined above not deemed by ODOT as directly related to acquisition and installation of electric vehicle charging infrastructure will be treated as an ineligible cost under this program. An exhaustive list of all ineligible costs is not possible to produce; for reference, examples of some ineligible costs are provided below:

1. Costs for purchase or rental of real estate.
2. Costs for construction or general maintenance of building and parking facilities if not directly related to charging of vehicles.
3. Costs of major grid upgrades (longer line extension or upgrades, improvements to offsite power generation, bulk power transmission, or substations).
4. Costs already reimbursed by other grant or funding programs.
5. Costs for studies or research projects.

PART 5 – PROGRAM REQUIREMENTS

A. MAINTENANCE AND OPERATION REQUIREMENTS

1. **Equipment and Ownership:** Upon completion of construction and installation acceptance by ODOT of fully operational EVSE, the Awardee is considered to be the owner of the EVSE and thereafter responsible for providing maintenance, including power and data service.
2. **Five-Year Operations and Maintenance Obligation:** The Awardee shall be required to maintain the EVSE at the Site for a period of at least five (5) years from the date of ODOT installation acceptance.
3. **Ownership Transfer After or During the Performance Period:** The Awardee shall maintain ownership of all equipment during the full contract term with ODOT. Any transfer or assignment of Awardees equipment or Award obligations will require a written request and will be contingent upon approval from ODOT.
4. **Up-Time Requirement:** Awardees are required to commit to a minimum of five (5) years of operation and maintenance (O&M) at 97% uptime from the respective date EVSE sites are operational, with quarterly and annual data submissions (see [§ 680.116 B](#)). To ensure compliance, the proposed payment schedule withholds 20% of the Awardee share of total

ATTACHMENT A: STATEMENT OF WORK
2023 ODOT NEVI Competitive Procurement

eligible cost which is paid out every six months in equal amounts over the five-year operation and maintenance period.

5. **Penalties for Non-Compliance or Non-Performance:** Project equipment must maintain an annual uptime requirement of at least 97% during the entirety of the project performance period. In the event of non-compliance or non-performance, the Awardee must notify ODOT immediately, and ODOT will work with the Awardee to establish a remedy plan. If a reasonable remedy has not been met, ODOT reserves the right, at its discretion, to withhold reimbursement payments, terminate the Awardee contract, or initiate the execution of bond payments.

B. INSPECTION REQUIREMENTS

Upon completion of the equipment installation and all site construction, ODOT will perform equipment inspections to ensure equipment is on-line, fully operational, and compliant with all federal and state program requirements.

C. PRIVACY AND CYBERSECURITY

NEVI policy is based on the latest Payment Card Industry Data Security Standard (PCI-DSS) information security standards. Any security measures taken shall meet or exceed published standards and software updates must be made in a timely manner to prevent a breach of cardholder data. In the event of a data security breach, the Awardee must contact ODOT within 24 hours and advise means being taken to mitigate adverse circumstances.

The Awardee shall ensure data information encryption implements National Institute of Standards and Technology (NIST) guidelines. In addition, the Awardee shall ensure employees or others involved in operation and maintenance with access to equipment and data shall be located within the United States and independent audits shall be performed at least annually by as third-party qualified security assessor.

D. ENVIRONMENTAL CLEARANCE REQUIREMENTS

After award announcement and before final award agreement is executed, the awardee must work with ODOT and FHWA to obtain environmental clearances for the site work related to EVSE installation as required by the National Environmental Protection Act (NEPA). The conditional awardee shall be responsible for all permitting responsibilities and third-party agreements for the site. If an Awardee changes project parameters requiring additional environmental clearances to be obtained, additional NEPA clearances shall be the responsibility and cost of the Awardee.

ATTACHMENT A: STATEMENT OF WORK
2023 ODOT NEVI Competitive Procurement

E. REPORTING REQUIREMENTS

Awardee must submit quarterly, annual, one time, and other reports and updates as required by the [NEVI Final Rule](#).

F. PROJECT PAYMENT AND REIMBURSEMENT STRUCTURE

During the design and construction period, ODOT will pay awarded capital costs to the Awardee for the completion and acceptance of specific milestones as outlined in the table below:

Milestone	Payment
Executed Purchase Order from EVSE manufacturer(s)	10% of capital cost award
Site Design complete	10% of capital cost award
Site Construction & Equipment Installation complete	50% of capital cost award
Commissioning completed (Notice issued)	10% of capital cost award
Capital payments (withheld) during operational period (*Paid every 6 months in equal parts during Operational Period)	20% of capital cost award
Operation & Maintenance Payments (*Paid monthly in equal parts during Operational Period)	Paid Monthly as Contracted

During the operational period, following issuance of formal ODOT Notice, ODOT shall pay the Awardee in equal monthly increments to cover the approved and awarded annual O&M costs included in the Awardee’s financial proposal.

In addition, ODOT will withhold 20% of eligible capital expenses and distribute these payments during the operational period to help ensure compliance with the EVSE specifications.

G. ASSIGNMENT

The Award Agreement shall not be assigned, transferred, or otherwise encumbered by the recipient under any circumstances without the prior written consent ODOT.

PART 6 – SUBMISSION INSTRUCTIONS

A. SUBMISSION INSTRUCTIONS

Detailed submission instructions can be found in Solicitation **Sections E-F**.

B. SUBMISSION DOCUMENTS

Template submission documents for the 2023 ODOT NEVI Competitive Procurement and further instructions can be found in Solicitation **Attachments C-E**.

PART 7 – PROPOSAL EVALUATION

ODOT's goal is to create a fair and consistent proposal evaluation process for this competitive procurement program in accordance with all applicable Federal and State laws.

A. EVALUATION PROCESS

ODOT will evaluate proposals in the following ways:

1. **Proposal Completeness:** Proposals will be evaluated to ensure proposal materials are complete. Incomplete proposals will not be forwarded for further evaluation.
2. **Pass / Fail Criteria:** Complete proposals will be evaluated to ensure compliance with all Federal and State minimum Program requirements. Proposals failing to meet minimum compliance requirements will not be forwarded for further evaluation.
3. **Responsiveness Criteria:** Compliant proposals will be evaluated and scored based on the program evaluation criteria found in **Attachment B**. Scored proposals will be ranked against competing proposals in each of the EV Charging gap segments on Oklahoma Interstates to arrive at a ranking of best value proposals for each EV Charging gap segment that must be fully built out to NEVI Formula Program requirements.

B. EVALUATION CRITERIA

Each charging site application will be evaluated to determine its ability to meet or exceed the project elements. The application will be evaluated as described in **Attachment B**.

C. DISCLOSURE

ODOT will not publicly disclose Proposal Evaluation Responsiveness or Rankings except as required by law.

D. Reservation of Rights

ODOT reserves the rights, in administering NEVI Formula Program funding, to:

1. Appoint evaluation teams to review proposals or seek the assistance of outside technical experts in proposal evaluation.
2. Obtain data from any source, and seek and receive clarifications, that have the potential to improve the evaluation of proposals.
3. Waive discrepancies, informalities, or minor irregularities in the evaluation of a proposal.
4. Make more or fewer awards than anticipated.

ATTACHMENT A: STATEMENT OF WORK
2023 ODOT NEVI Competitive Procurement

5. Award grant funds to a different proposer if the awarded proposer is unable or unwilling to perform the awarded project.

PART 8 – POST SELECTION PROCESS

A. CONDITIONAL AWARD

ODOT will provide a formal notice of conditional award selection to proposers. If a proposal is selected for conditional award, it is not a commitment to issue an award. It is critical that the awardee be responsive during conditional award process and meets all award finalization steps and deadlines. Failure to comply may result in cancelation of the conditional award and rescission of the selection. Conditional Awards are contingent on completion of the following required processes:

1. National Environmental Protection Act (NEPA) Environmental Review

The conditional awardee must work with ODOT and FHWA to obtain environmental clearances for the site work related to EVSE installation as required by NEPA and as defined in Part 5.D above.

2. Site Host Agreement and ODOT Right to Access Site

Within 60 days after receiving the Conditional Award, the Conditional Awardee and the property owner must execute a final Site Host Agreement (if the property owner is different than the Awardee) that provides the Awardee with a contractual right to install EVSE on the property and grants ODOT the contractual right to access the site for the full length of the Award Agreement.

3. Contractual Award Agreement

After award finalization and completion of all required documents and approvals, ODOT will issue a Final Award Agreement for execution between the Department and the awardee. The Conditional Awardee must sign the Final Award Agreement and shall furnish bond(s) in the amount of the full value of the Contract and shall be authorized by the Oklahoma Insurance Department to do business in the State of Oklahoma and approved by the Division. The Awardee will be required to submit a Payment Bond, Performance Bond, and Statutory Defect Bond. Irrevocable Letters of Credit may be used as a substitute for the bonds required. The letters of credit must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on forms obtained from the Division. If the Conditional

ATTACHMENT A: STATEMENT OF WORK
2023 ODOT NEVI Competitive Procurement

Awardee fails to return a signed agreement within 90 days, ODOT may rescind the award and use the funds to award grants to other responsive proposers.

4. FHWA Project Authorization

FHWA staff must review all final project details from both the conditional awardee and ODOT and provide final Federal project authorization.

B. NOTICE TO PROCEED FOR PROCUREMENT AND CONSTRUCTION

Following FHWA authorization and execution of the Final Award Agreement, the Awardee will need to complete and submit their final site design to ODOT (if applicable and if not already submitted). Once these are received and ODOT is satisfied with these requirements, ODOT will issue a Notice to Proceed (NTP) for the project procurement and construction phase.

Attachment B
Evaluation Criteria

WORK IN PROGRESS DRAFT

ATTACHMENT B: EVALUATION CRITERIA
2023 ODOT NEVI Competitive procurement

The ODOT NEVI Competitive Procurement program will be designed to have a multistep application review process, including, but not limited to:

1. Application Completeness Review (Pass / Fail)
2. Application Minimum Federal Requirements Review (Pass / Fail)
3. Application Evaluation Criteria (Scored)

The following proposed Application Evaluation Criteria will be used for the third step to score and rank applications for each EV Charging Gap segment on Oklahoma Interstates and AFCs against other applicants for that specific gap segment. Evaluation criteria for each category are outlined in the following Table:

Proposed NEVI Procurement Evaluation Criteria			
Category	Description	Scoring Values	Points
1. EV Charging Station Gap Coverage	Location fills EV Charging gap(s) on Oklahoma Interstates or AFCs by maximizing equidistant spacing and minimizing the total number of chargers needed to fully build out the system under NEVI Requirements.	Station site <5 miles from gap midpoint	20
		Station site 6-15 miles from gap midpoint	10
		Station site 16-25 miles from gap midpoint	6
		Station site >25 miles from gap midpoint	2
2. Project Site Readiness	Location has existing or readily upgraded access to sufficient electric power service.	3-Phase, 600kW or greater electric utility power currently available at project site	10
		3-Phase electric utility power currently available within 0.25 miles of project site	5
	Site has a high likelihood of receiving a low-level categorical exclusion environmental clearance through NEPA.	Electric utility power service upgrades required but feasible based on utility input	3
		EVSE site on existing paved area / lawn	2
		No ongoing environmental cleanup on site	1
		No special environmental permits required	1
3. Location Access	Location is accessible to users and provides wayfinding signage for locating the EV charging stations for drivers.	Proximity to Interchange exit < 0.5 mi	10
		Proximity to Interchange exit 0.5 - 1 mi	5
		Wayfinding sign visible from access road approach to the site	2
		EV only markings on parking stalls	1
4. Site Host Engagement	Project has engagement letter from property owner indicating willingness to partner on project	Legally binding agreement with site host of the proposed project location.	10
		Signed engagement letter	5
5. Amenities	Project location maximizes the number of amenities accessible on site or within safe walking proximity of the project location.	Permanent Restrooms available 24/7	5
		Restroom not open 24/7	1
		Dine in restaurant	3
		Convenience store	2
	Amenities must be within 200 feet of the charger and accessible by a safe pedestrian walking path.	Overhead lighting on EVSE site	5
		Camera monitoring EVSE site 24/7	2
		On-site attendee during business hours	3
		Canopy over EVSE charging site	3

ATTACHMENT B: EVALUATION CRITERIA
2023 ODOT NEVI Competitive procurement

Proposed NEVI Procurement Evaluation Criteria			
Category	Description	Scoring Values	Points
6. Team Qualifications	Project team is experienced, certified, and has a strong history of successful EVSE projects in recent years.	Project team provides resume of demonstrating qualified personnel for planning, procurement, installation, operation, and maintenance (can be multiple individuals).	10
	Project team has a plan to maintain minimum NEVI 97% uptime standards and a business plan that demonstrates viability of the project team to provide sustainable long-term stewardship as NEVI requires.	Project team provides a five (5) year operations and maintenance (O&M) plan outlining process to ensure 97% uptime on EV charging stations.	10
		Project team provides a five (5) year business plan demonstrating financial viability of site for performance period.	10
7. Justice40 & Equity	Project team maximizes participation of Disadvantaged Business Enterprises and Oklahoma based businesses.	Project located in a federally recognized disadvantaged community.	5
		Project located within federally recognized tribal lands	5
		Project includes the participation of Oklahoma based DBEs	5
8. Project Future Proofing	Project incorporates design features that facilitate the needs of future EV motorists and commercial fleet operators.	Pull-through Design to accommodate a midsize pickup with 30 ft trailer	2
		Pull-through Design to accommodate a midsize pickup with 40 ft fifth wheel	3
		> 150kW power level (1 point / port)	10 Max
		> Four 150kW ports available on site (1 point / port)	10 Max
9. Project Non-Federal Match	Project maximizes non-federal match provided.	21% - 30% non-federal matching costs	1
		31% - 40% non-federal matching costs	3
		41% - 50% non-federal matching costs	5
		≥ 51% non-federal matching costs	10
10. Project Cost Effectiveness	Project minimizes requested Federal Project cost-share requested.	Federal share request: \$1M – \$1.2M	1
		Federal share request: \$800k - \$1M	3
		Federal share request: \$600k - \$8	5
		Federal share request: \$600k or less	10
MAXIMUM POSSIBLE POINTS			170

ATTACHMENT B: EVALUATION CRITERIA
2023 ODOT NEVI Competitive procurement

Additional Definitions and Descriptions:

1. **EVSE Gap Coverage:** Gap midpoints will be defined in the ODOT NEVI request for proposals (RFP) and maps provided. Annual Average Daily Traffic (AADT) information available at: <https://www.odot.org/maps/aadt/index.htm>, and more information will be available through the RFP.
2. **Project Site Readiness:** Project will require proof of utility coordination with letter, email, or other formal document from electric utility detailing the information requested in this criterion. The National Environmental Policy Act (NEPA) requires federal agencies review the environmental impacts of actions, and projects funded by NEVI will require NEPA environmental clearance with FHWA.
3. **Location Access:** Distance measures will start at the end terminus of the exit ramps. Wayfinding signs for this criterion are defined as clearly visible signs indicating direction / location of EV charging station. More information will be provided in the ODOT NEVI RFP.
4. **Site Host Engagement:** If the applicant is not the owner, the goal is to demonstrate the property owner agrees to host the EVSE chargers.
5. **Amenities:** Amenities are defined as being within 200 feet of the charger and accessible by a safe pedestrian walking path.
6. **Team Qualifications:** The ODOT NEVI request for proposals will provide details on the requested contents of O&M and business plans.
7. **Justice40 & Equity:** The Biden-Harris Administration created the Justice40 Initiative to address decades of underinvestment in disadvantaged communities. The initiative provides tools defining disadvantaged communities and requires demonstration that 40% of funding from required federal programs benefit federally recognized disadvantaged communities.
8. **Project Future Proofing:** Pull through design is defined as allowing vehicles to pull alongside EV chargers like typical gas station design, providing for safe and clear traffic flow around vehicles while they are charging.
9. **Project Non-Federal Match:** ODOT is seeking to maximize non-federal participation in this program to ensure this program can provide fiscally responsible administration of funds.
10. **Project Cost Effectiveness:** ODOT has capped the federal share portion of project costs at \$1,200,000.

Attachment C
Technical and
Qualification
Proposal Template

WORK IN PROGRESS DRAFT

ATTACHMENT C: TECHNICAL AND QUALIFICATION PROPOSAL TEMPLATE
2023 ODOT NEVI Competitive Procurement

SECTION I – OVERVIEW

A. PROPOSAL EVALUATION PROCESS

Upon completion of the review of each Proposal for Completeness (Pass / Fail) and Minimum Federal Requirements Review (Pass / Fail), ODOT will evaluate and score Proposals using the Evaluation Criteria as detailed in Attachment B of this solicitation. The scoring process will determine the Proposer’s ability to meet Project goals, values and requirements.

SECTION II – PROPOSAL INSTRUCTIONS

A. PROPOSAL FORMAT

All Proposers must submit a Technical and Qualification Narrative. The Proposal narrative must conform to the following content and form requirements. This narrative must address the Evaluation Criteria as outlined in Attachment B of ODOT’s solicitation.

Save the Proposal narrative in a single PDF file. Proposer must provide sufficient detail and evidence to justify the claims in their project responsiveness criteria narrative. If additional supplemental information is needed, Proposers may include that information as additional attachments to their project Proposal, however, ODOT and reviewers are under no obligation to review information exceeding the page limit of this narrative.

The Proposal narrative must be submitted in PDF format and be written in English. The Proposal narrative may not be more than eight (8) pages, including all citations, charts, graphs, maps, photos, or other graphics. All pages must be formatted to fit on 8.5 x 11-inch paper and use a font size of 10 point or larger. Footnotes and endnotes are counted toward the maximum page requirement

B. PROPOSAL TABLE OF CONTENTS

- Limited to one page and does not count against the eight (8) page limit for the Proposal Narrative).
- Should include a list of the elements of the Evaluation Criteria listed in Attachment B of this solicitation.
- Ensure any necessary updates are made to the table of contents once the Proposal narrative is complete.

ATTACHMENT C: TECHNICAL AND QUALIFICATION PROPOSAL TEMPLATE
2023 ODOT NEVI Competitive Procurement

SECTION III – TECHNICAL AND QUALIFICATION PROPOSAL CERTIFICATIONS

A. TECHNICAL PROPOSAL CERTIFICATION

The undersigned, duly authorized agent for the below named proposer, by signing below acknowledges this technical and qualifications proposal is accurate and compliant with all Federal Highway Aid Funding requirements, as well as all Federal Highway Administration Final NEVI Formula Program Minimum Requirements and Standards, including the EV charging station hardware, software, networking, interoperability, and site design requirements.

_____ Proposer Authorized Signature	_____ Certified This Date
_____ Printed Name	_____ Title
_____ Phone Number	_____ Email
_____ Fax Number	

SECTION IV – PROPOSAL TEMPLATE

A. TECHNICAL AND QUALIFICATION PROPOSAL SECTIONS

1. EV Charging Station Gap Coverage
2. Project Site Readiness
3. Location Access
4. Site Host Engagement
5. Amenities
6. Team Qualifications
7. Justice40 & Equity
8. Project Future Proofing
9. Project Non-Federal Match
- 10. Project Cost Effectiveness**

B. TECHNICAL AND QUALIFICATION PROPOSAL TEMPLATE

1. EV Charging Station Gap Coverage

Provide a description of how your project location helps fill the EV Charging gaps on Oklahoma Interstates and supports the most efficient distribution of EV charging stations along Oklahoma's Alternative Fuel Corridor(s).

2. Project Site Readiness

Utilize template provided as Attachment D to address this portion of the Evaluation Criteria. This form does not count toward the eight (8) page maximum page limit for the Proposal Narrative.

3. Location Access

Describe the site location in relation to the proximity to the interstate and detail the signage and wayfinding plans for the project site (i.e. wayfinding at the exit of the interstate, posted signage on parking stalls, markings on the pavement, etc.)

4. Site Host Engagement

Describe efforts that have taken place to engage with a site host. If the Proposer is the site host, detail the type of support the Proposer plans on providing to accommodate the EV charging station. If the site host is different from the Proposer, please outline the status of the conversations and agreements to date with the Site Host (i.e. an engagement letter has been acquired, a legally binding site host agreement has been executed, etc.). If formal documentation is available, please attach it to this template (attached site host engagement documentation will not count against the maximum page limit).

5. Amenities

Describe specific features of the site and include information about site walkability and considerations for sidewalk accessibility (amenities must be within 200 feet of the charger).

Provide information around conveniences located in close proximity to the site (i.e. shopping, restaurants, restrooms, on-site attendants, covered parking, overhead lighting, etc.)

6. Team Qualifications

Provide information about the project team and any experience team members have working on EVSE projects in recent years. If applicable, provide details on the past successful EVSE projects.

Proposals should include details which describe the Proposer's qualifications and capabilities

- a. Organizational structure and project management approach including an organizational chart with key staff and resumes outlining demonstratable experience appropriate to their discipline and role. Key staff resumes should*

ATTACHMENT C: TECHNICAL AND QUALIFICATION PROPOSAL TEMPLATE
2023 ODOT NEVI Competitive Procurement

be limited to one page per resume and will not count toward the eight (8) page maximum page limit for the Proposal Narrative.

- b. Identify project partners, subcontractors, suppliers, as well as any parent company, headquarters, regional offices, and subsidiaries of the Proposer.*
- c. Include information regarding anticipated changes to the Project management organization across Project phases.*
- d. Provide information regarding Proposer's qualifications including history of similar projects and reference contact information*
- e. Provide information regarding Proposer's financial viability for the Project. A five (5) year business plan may be included as an attachment.*

Describe the plan for how the project team plans to ensure compliance with the NEVI program 97% uptime requirement and any procedures that will be put into place to maintain uptime requirements.

Provide details on how the project team plans to successfully maintain long-terms stewardship of the site and charging equipment including any plans beyond the five (5) year operations and maintenance (O&M) requirement under the NEVI program.

7. Justice40 & Equity

Describe the site contribution to Justice40 and equity considerations and define if the project is located within a federally recognized disadvantaged community or tribal land.

Provide an overview of the Project's efforts to engage with and include participation with Oklahoma based DBEs.

8. Project Future Proofing

Describe how the site accounts for efforts for future expansion and planning including design features to prepare for upcoming demand. Detail efforts to accommodate medium and heavy-duty vehicles including any plans for large pull-through spaces.

Outline any efforts to provide excess power to the site (beyond what is needed for the current project scope) and if there are immediate plans to add more ports than the required number for NEVI compliance.

9. Project Non-Federal Match

Utilize template provided as Attachment E to address this portion of the Evaluation Criteria. This form does not count toward the eight (8) page maximum page limit for the Proposal Narrative.

10. Project Cost Effectiveness

Utilize template provided as Attachment E to address this portion of the Evaluation Criteria. This form does not count toward the eight (8) page maximum page limit for the Proposal Narrative.

Attachment D Project
Site, Utility, and
Readiness Information
Template

WORK IN PROGRESS DRAFT

ATTACHMENT D: PROJECT SITE AND UTILITY READINESS
2023 ODOT NEVI Competitive Procurement

SECTION I – PROJECT PARTIES

Proposer Name

Site Address

Site Host (if different than Proposer) Name

SECTION II – PROJECT SITE ENVIRONMENTAL READINESS

A. Will the entire project occur within an existing parking lot, paved or gravel area, or maintained (periodically mowed) lawn?

No Yes

If No, please explain:

B. Are any project partners, including the site host, aware of any site contamination/remediation or cleanup activity associated with hazardous materials? If yes, please clarify.

No Yes

If Yes, please explain:

C. Are there any special environmental permits or other environmental approvals that are required to complete this project?

No Yes

If Yes, please explain:

ATTACHMENT D: PROJECT SITE AND UTILITY READINESS
2023 ODOT NEVI Competitive Procurement

SECTION III – PROJECT UTILITY READINESS

Utility Provider Name

Utility Contact Person / Email / Phone

Type of Service: New Service (no existing service line) Existing Service Line

Upgrade of Existing Service Other¹ _____

Primary or Secondary: Primary Service (≥600 volts) Secondary Service (≤599 volts)

New Meter: No Yes

Proposed In-Service Date: _____	
Number and Size of Conductors: _____	
Requested Voltage/s (e.g., 3-phase 277/480V 4 wire): _____	
Service Capacity (amps): _____	Load Requested (kVA): _____

DESCRIPTION	ANTICIPATED COST & SCHEDULE ²	
Engineering and Construction, Cost and Schedule (1) Provide high-level cost estimate, including power transformer, terminator pole (if applicable), service lateral or conductor, and metering. (2) Include estimate (in months) for utility to procure materials and complete construction of utility-side infrastructure.	\$	
	/ /	
	(Estimated months to complete)	

Additional Notes:

¹ For any "Other" type of electrical utility service, please submit documentation, as an attachment to this Form, allowing ODOT to confirm the "Other" Type of Service (e.g. on-site solar farm) being proposed as an energy source is compliant with all requirements of the [NEVI Standards and requirements](#).

² ODOT recognizes high-level estimated costs and schedules are non-binding and subject to change.

SECTION IV – PROJECT SITE DESIGN AND LAYOUT

Attach a Site Plan indicating a to-scale schematic plan for implementation of electric vehicle supply equipment (EVSE) charging infrastructure at the project site. A site survey is **NOT** required at this time. Details below must be illustrated.

1. Within 50 feet of proposed EVSE charging equipment, detail:
 - a. Permanent buildings and structures,
 - b. Existing parking areas,
 - c. On-site fire hydrants,
 - d. On-site water system,
 - e. Show any designated ADA accessible spaces.
2. Electric Utility, including illustration of (1) transformer location and (2) termination point, (3) show nearest 3-phase source (if known).
3. Illustrate proposed EVSE equipment locations on site, including location of on-site electric service equipment (e.g., power meter, transformer, switch gear, etc.).
4. Illustrate or provide written description of on-site safety features such as overhead lighting, video surveillance, or other solutions.
5. All points of ingress and egress to the site from adjacent streets or properties and approximate dimensions of drives.
6. North arrow, scale, date, legend.

Attachment E

Pricing Sheet

Template

WORK IN PROGRESS DRAFT

ATTACHMENT E: PRICING SHEET TEMPLATE
2023 ODOT NEVI Competitive Procurement

Proposers must complete the Price Sheet tables (below) for each proposed EVSE site and provide total Project cost and proposed funding levels for both the Federal and Proposer (non-Federal) share. Proposer share shall be no less than 20% of the total project cost. Federal Share shall not exceed \$1.2 Million Dollars (\$1,200,000). For all expenses not listed in the tables below, the Proposer must describe project costs in the Budget Narrative section below.

Project Costs

Capital Construction Cost				
Item Description	Unit	Quantity	Unit Price	Total Cost
<i>Add additional lines as needed</i>				
Design			\$	\$
Permitting			\$	\$
Utility Infrastructure Upgrades			\$	\$
Site Preparation & Construction			\$	\$
EVSE Hardware and Software			\$	\$
Capital Construction Subtotal				\$
Proposer Share (Non-Federal Match)				\$
Requested Federal Share				\$

Operations & Maintenance (O&M) Costs						
Item Description	O&M Year 1	O&M Year 2	O&M Year 3	O&M Year 4	O&M Year 5	Total O&M (5 Years)
<i>Add additional lines as needed</i>						
Networking & Data Contract						\$
Maintenance Services Contract						\$
Sum Total						
Operations & Maintenance Subtotal						\$
Proposer Share (Non-Federal Match)						\$
Requested Federal Share						\$

Project Total	\$	100%
Proposer Share (Non-Federal Match) Total	\$	%
Requested Federal Share Total	\$	%

Budget Narrative

Provide narrative description for all project expenses not listed above (if applicable):

Attachment F

Sample Award

Agreement

WORK IN PROGRESS DRAFT

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT FOR THE 2023 OKLAHOMA NATIONAL
ELECTRIC VEHICLE INFRASTRUCTURE (NEVI)
COMPETITIVE PROCUREMENT PROGRAM ELECTRIC
VEHICLE (EV) CHARGING STATIONS**

SOLICITATION # JP#
PARTIES TO THE CONTRACT

This contract is made and entered into by and between the Oklahoma Department of Transportation, hereinafter referred to as the “DEPARTMENT” and _____, hereinafter referred to as the “CONTRACTOR”.

SECTION 1. PURPOSE OF THE CONTRACT

This agency contract is for _____. This Contract may be used by any entity within the Transportation Cabinet.

SECTION 2. SPECIFICATIONS

This work shall be in accordance with the Response submitted to the DEPARTMENT by the CONTRACTOR on _____ and Attachment A – Scope of Work.

SECTION 3. TERM OF CONTRACT

This contract period will be in effect from the date of execution until the end of the last key project phase. Upon mutual agreement by the DEPARTMENT and CONTRACTOR, this contract may be extended.

This contract will include, by reference and incorporation, the contract bid proposal, instructions to bidders, Specifications, and all other documents contained in the bid packet for RFP# _____. All actions, duties, and obligations required by the CONTRACTOR apply to the CONTRACTOR’S agents and employees. All legal protections offered to the State of Oklahoma shall also be extended to the DEPARTMENT and any other state entity involved with this contract.

SECTION 4. COMPENSATION

4.1) The DEPARTMENT agrees to pay, and the CONTRACTOR agrees to accept, in full consideration for the performance of the CONTRACTOR’S obligations, compensation based on the CONTRACTOR’S bid and will be a not to exceed amount of _____ (\$ _____).

4.2) Bills for fees or other compensation for services and expenses shall be submitted to the DEPARTMENT in detail sufficient for a proper pre-audit and post-audit thereof. Billing shall be submitted to the address listed on the Purchase Order issued as a result of the contract.

Each invoice shall include the following information on each project:

- ODOT JP Number
- Location where work is performed
- Date(s) work performed
- Employer Identification Number
- Vendor's name, remit to address, telephone number, date of invoice

4.3) If payment is made more than 60 days after submitting a proper invoice, the CONTRACTOR may be entitled to claim interest in the maximum amount permitted by law, until the invoice is paid in full.

SECTION 5. TRAVEL

No reimbursable travel is contemplated under the terms of the contract.

SECTION 6. DISPUTE RESOLUTION

Any dispute concerning the question of fact in connection with the work, not disposed of by the contract between the parties hereto, shall be referred to the state agency that initially awarded this contract (e.g., ODOT). The decision of the administrator of said agency, or his/her duly authorized representatives, shall be final and conclusive on the parties to this contract.

SECTION 7. TERMINATION

This Contract may be terminated, without recourse, in the following circumstances:

7.1) **For Convenience** - The DEPARTMENT or CONTRACTOR may terminate this Contract by giving thirty (30) days written notice.

7.2) **For Cause** - The DEPARTMENT may, by written notice to the CONTRACTOR, terminate this Contract for any of the following reasons:

7.2.1) The CONTRACTOR discontinues providing services as required by the Contract.

7.2.2) The CONTRACTOR takes any action pertaining to this Contract without the approval of the DEPARTMENT and which, under the conditions set by this Contract, would have required the approval of the DEPARTMENT.

7.2.3) The commencement, execution or timely completion by the CONTRACTOR is, for any reason, rendered improbable, impossible, or illegal.

7.2.4) The CONTRACTOR shall be in default under any provision of this Contract.

7.3) **Mutual Agreement** - By mutual agreement and consent of the parties hereto this

Contract may be terminated upon sixty (60) days written notification. Should this Contract be terminated for any of the reasons specified above, the DEPARTMENT shall be liable to the CONTRACTOR, or CONTRACTOR'S successors in interest, only for the reasonable value of services and work satisfactorily performed, up to and including the date of notice of termination.

SECTION 8. GOVERNING RULES AND REGULATIONS

The CONTRACTOR and its subcontractor's if any, shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this Contract, including worker's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, the CONTRACTOR shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith.

SECTION 9. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person specifically to solicit or secure this Contract, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the DEPARTMENT shall have the right to annul this Contract without liability, or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

SECTION 10. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar revision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

SECTION 11. BINDING EFFECT

This Contract shall be binding upon and inure to the benefit of the DEPARTMENT and the CONTRACTOR and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 12. HOLD HARMLESS CLAUSE

The CONTRACTOR shall indemnify and save harmless the DEPARTMENT, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against the DEPARTMENT, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from acts of said CONTRACTOR or its servants, agents and subcontractors, in doing the work and rendered the services Contracted for, or by or consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission of said CONTRACTOR or his or its servants, agents and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court costs and all other expenses incurred in the investigation and defense of any claim or suit.

SECTION 13. PRIOR UNDERSTANDINGS

This contract incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 14. INSURANCE/LICENSES

CONTRACTOR shall maintain at all times during the term of this contract, with an insurance carrier reasonably acceptable to the DEPARTMENT and authorized to conduct business in the State of Oklahoma, insurance coverage as set forth in this Article:

1) Workers' Compensation Insurance as required by the statutes of the State of Oklahoma, and adequate (but in no event less than \$100,000) Employer's Liability Insurance.

2) Public Liability and Property Damage Insurance covering all operations and activities hereunder in the following minimum limits (but in no event less than the statutory limits found at 51 Oklahoma Statutes, Section 151 et. seq. or successor or amendatory statutes):

- a) Bodily Injury Liability in the amount of not less than \$100,000 for injuries, including accidental death and products liability, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 for one occurrence.
- b) Property Damage Liability in the amount of not less than \$100,000 for any one accident including products liability and an aggregate limit of \$1,000,000 per occurrence.
- c) Combined aggregate liability coverage shall not be less than \$2,000,000 (two million) for bodily injury, death, and property damage.

3) A Comprehensive Business Auto policy with a minimum limit of not less than One Million Dollar (\$1,000,000) combined single limit for bodily injury and property damage, providing coverage for at least any and all leased, owned, hired or non-owned vehicles used in any of CONTRACTOR's activities pursuant to this agreement, with any self-insured retention not exceeding One Hundred Thousand Dollars (\$100,000). Any and all mobile equipment which is not covered under this Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy.

CONTRACTOR shall furnish the DEPARTMENT with a certificate evidencing the existence of all such insurance coverage; and the certificates evidencing the existence of the insurance coverage specified in these specifications. Said insurance coverage shall provide that the DEPARTMENT are additional named insured under said policy or policies and that said policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice to the DEPARTMENT. The foregoing provision regarding additional named insured shall not create or be deemed to create any liability on the part of said additional named insured which would not otherwise exist under the laws of the State of Oklahoma.

SECTION 15. AMENDMENTS OR MODIFICATION OF CONTRACT

No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this contract.

SECTION 16. GOVERNING LAW AND VENUE

Any claims, disputes or litigation relating to the solicitation, execution, interpretation, performance or enforcement of this Contract shall be governed by the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of the Oklahoma Transportation Commission. Venue for any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

SECTION 17. RECORDS

The CONTRACTOR and any subcontractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this contract, and shall make all such materials available to the DEPARTMENT or any of its duly authorized representatives and the State Auditor and Inspector at any reasonable time during the term of work on the contract, and for seven (7) years from date of final payment to the CONTRACTOR by DEPARTMENT for work performed hereunder.

SECTION 18. HEADINGS

Article headings used in the contract are inserted for convenience of reference only and

shall not be deemed a part of this contract for any purpose.

SECTION 19. ASSIGNMENT

The CONTRACTOR shall NOT sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the DEPARTMENT. In case such consent is given, the CONTRACTOR will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 50% of the total contract cost. Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a statement showing that the organization which will be performing the work is particularly experienced and equipped for such work. No sub-contracts, or transfer of contract, shall in any case release the CONTRACTOR of his liability under the contract and bonds.

SECTION 20. NOTICES

All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the Contract shall be in writing and shall be deemed to have been properly given or sent:

- (a) if intended for the DEPARTMENT, mailing by first class mail or, if sender prefers, email, by registered or certified mail, return receipt requested, with postage prepaid, addressed to DEPARTMENT as:

Oklahoma Department of Transportation
ATTN: Procurement Manager
200 NE 21st Street
Oklahoma City, OK 73105

- (b) if intended for CONTRACTOR, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, to an address supplied by the CONTRACTOR upon award of this Contract.

Attn:

SECTION 21. SEVERABILITY

If any provision, clause, or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this contract

which are not affected by the determination. The provisions, clauses, or paragraphs and any documents incorporated by reference are declared severable.

SECTION 22. PAYMENT OF CLAIMS

The CONTRACTOR shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment rental which is actually used or rented in the performance of the contract.

SECTION 23. BREACH OF CONTRACT

Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the DEPARTMENT cause to cancel this contract on seven (7) days written notice to the CONTRACTOR. The DEPARTMENT then reserves the right to re-award the contract to the next lowest responsible available bidder -OR- should this contract be awarded to multiple vendors, the DEPARTMENT may utilize those vendors. In the event of cancellation of this contract, the CONTRACTOR shall not be entitled to damages and agrees not to sue the DEPARTMENT for damages thereof. After notice of cancellation, the CONTRACTOR agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation had been made and notwithstanding other legal remedies which may be available to the DEPARTMENT because of the cancellation, agrees to indemnify the DEPARTMENT for its costs in procuring the services of a new CONTRACTOR.

SECTION 24. COUNTERPARTS

This Contract may be executed in counterparts, including by means of facsimile or electronic signature pages, any of which need not contain the signature of more than one party and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THIS SPACE INTENTIONALLY LEFT BLANK

This contract is awarded pursuant to Oklahoma Statute, Title 74, Chapter 4, Section 85.12.B.3.

IN WITNESS WHEREOF: This Contract is executed by the CONTRACTOR on the _____ day of _____, 2023; and the DEPARTMENT on the _____ day of _____, 2023.

CONTRACTOR:

Authorized Signature Date

OKLAHOMA DEPARTMENT OF TRANSPORTATION:

Recommend for Approval:

Procurement Division Date

Approved as to Form and Legality:

General Counsel Date

For Department:

Deputy Director Date

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
ATTACHMENT A
SCOPE OF WORK**

WORK IN PROGRESS DRAFT

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
ATTACHMENT B1
US DOT CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The Prospective Participant, _____, (CONTRACTOR), 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 CONTRACTOR 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
ATTACHMENT B2
US DOT CERTIFICATION OF ELIGIBILITY**

The Prospective Participant, _____, (CONTRACTOR), 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
ATTACHMENT B3
TITLE VI - CIVIL RIGHTS ACT OF 1964 - ASSURANCES**

, hereinafter referred to as the CONTRACTOR 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 or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the CONTRACTOR 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 CONTRACTOR hereby gives the following specific assurances with respect to its Federal-aid Highway Program:

1. That the CONTRACTOR 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 CONTRACTOR 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 or national origin in consideration for an award.

3. That the CONTRACTOR shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That where the CONTRACTOR 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.
5. That where the CONTRACTOR 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.
6. That this assurance obligates the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR retains ownership or possession of the property.
7. The CONTRACTOR 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, contractors, 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.
8. The CONTRACTOR 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 CONTRACTOR by the Department of Transportation under the federal-aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, 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 CONTRACTOR.

Attachments:

Appendices A & E

WORK IN PROGRESS DRAFT

APPENDIX 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 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 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.

WORK IN PROGRESS

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:

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 contractors, whether such programs or activities of the Federal-aid recipients, sub-recipients and CONTRACTORS, 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
ATTACHMENT B4
DRUG FREE WORKPLACE**

The CONTRACTOR, _____, 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 CONTRACTOR'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 CONTRACTOR'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).

WORK IN PROGRESS DRAFT

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
ATTACHMENT B5
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 CONTRACTORS 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 CONTRACTORS 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 CONTRACTOR must follow the requirements outlined in the DBE Program Manual, located at <https://oklahoma.gov/odot/business-center/civil-rights/publications--posters-and-brochures.html>

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.

STATUTORY CERTIFICATE

Title 74 Okla. Stat. §85.22

I, _____ of lawful age, states the following:

1. That I am the agent authorized by the CONTRACTOR to submit the attached contract to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of that contract.
2. That the CONTRACTOR has not 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.
3. That no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this contract.
4. That, to the best of my knowledge and belief, the CONTRACTOR has not previously entered into a contract with the Oklahoma Department of Transportation or any other agency of the State of Oklahoma which would result in a substantial duplication of the services required by this contract.
5. That the CONTRACTOR has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the CONTRACTOR.

FURTHER AFFIANT SAYETH NOT.

Attachment G

Federal

Requirements

WORK IN PROGRESS DRAFT

ATTACHMENT G: FEDERAL REQUIREMENTS
2023 ODOT NEVI Competitive procurement

1. A contract is to be used as the agreement between the State and the successful Vendor. Contract will contain the following Federal Clauses, Terms and Conditions.
 - a. The contract will include and expressly incorporate by reference the FHWA Federal Register Final Rule 88 FR 12724. Minimum Federal statutory requirements can be found in the [Final NEVI Standards and Requirements](#)¹ Part 680 – National Electric Vehicle Infrastructure Standards and Requirements.
 - b. All statutory and regulatory requirements that are applicable to funds apportioned under chapter 1 of Title 23, United States Code, and the requirements of 2 CFR part 200 apply. This includes the applicable requirements of 23, United States Code, and Title 23, Code of Federal Regulations, such as the applicable Buy America requirements at 23 U.S.C. 313 and Build America, Buy America Act (Pub. L. No 117-58, div. G sections 70901-70927).
 - c. As provided at 23 U.S.C. 109(s)(2), projects to install EV chargers are treated as if the project is located on a Federal-aid highway. As a project located on a Federal-aid highway, 23 U.S.C. 113 applies and Davis Bacon Federal wage rate requirements included at subchapter IV of chapter 31 of Title 40, U.S.C. must be paid for any project funded with NEVI Formula Program funds.
 - d. The American with Disabilities Act of 1990 (ADA), and implementing regulations, apply to EV charging stations by prohibiting discrimination on the basis of disability by public and private entities. EV charging stations must comply with applicable accessibility standards adopted by the Department of Transportation into its ADA regulations (49 CFR part 37) in 2006, and adopted by the Department of Justice into its ADA regulations (28 CFR parts 35 and 36) in 2010.
 - e. Title VI of the Civil Rights Act of 1964, and implementing regulations, apply to this program to ensure that no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
 - f. All applicable requirements of Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), and implementing regulations, apply to this program.
 - g. The Uniform Relocation Assistance and Real Property Acquisition Act at 49 CFR part 24, and implementing regulations, apply to this program by establishing minimum standards for federally funded programs and projects that involve the

¹ FHWA Federal Register Final Rule 88 FR 12724 (01/28/2023)

ATTACHMENT G: FEDERAL REQUIREMENTS
2023 ODOT NEVI Competitive procurement

acquisition of real property (real estate) or the displacement or relocation of persons from their homes, businesses, or farms.

- h. The National Environmental Policy Act of 1969 (NEPA), the Council on Environmental Quality's NEPA implementing regulations, and applicable agency NEPA procedures apply to this program by establishing procedural requirements to ensure that Federal agencies consider the consequences of their proposed actions on the human environment and inform the public about their decision making for major Federal actions significantly affecting the quality of the human environment.
- i. All applicable requirements of the Infrastructure Investment and Jobs Act ("IIJA") Pub. L. No 117-58 which includes the Build America Buy America Act (BABA), Public Law No 117-58 § § 70901-52, and Implementing regulations, apply to this program.
- j. US DOT Certification for Federal-Aid Contracts
- k. Federal Highway Administration Contract Requirements
- l. US DOT Certification of Eligibility
- m. Drug Free Workplace
- n. Disadvantaged Business Enterprises Policy Statement
- o. Equal Employment Opportunity