



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

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

3. Brief Description of Requirement:

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

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

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

4. **Response Due Date**¹: 05/14/20

Time: 4:00 P.M. CST/CDT

5. Issued By and RETURN SEALED BID TO²:

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

Common Carrier Delivery Address: _____

Electronic Submission Address: cemerson@odot.org

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

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

7. Contracting Officer:

Name: Cheryl Emerson, CPO
Phone: 405-522-3209
Email: cemerson@odot.org

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

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



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

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

2. Bidder General Information:

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

3. Bidder Contact Information:

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

4. Oklahoma Sales Tax Permit³:

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

5. Registration with the Oklahoma Secretary of State:

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

6. Workers' Compensation Insurance Coverage:

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

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

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

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

7. Disabled Veteran Business Enterprise Act

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

Authorized Signature	Date
Printed Name	Title



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

Agency Name: Oklahoma Department of Transportation Agency Number: 34500

Solicitation or Purchase Order #: 3450004858 / 19-SPR-0023

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

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

A.3. Solicitation Amendments

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

A.6. Bid Opening

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

A.7. Open Bid / Open Record

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

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

A.8. Late Bids

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

A.9. Legal Contract

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

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

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

A.10. Pricing

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

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

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

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

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

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

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

A.13. Negotiations

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

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

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

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

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

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

A.14. Rejection of Bid

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

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

A.15. Award of Contract

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

A.16. Contract Modification

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

A.17. Delivery, Inspection and Acceptance

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

A.18. Invoicing and Payment

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

A.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

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

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

A.27. Employment Relationship

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

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

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

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

B. SPECIAL PROVISIONS

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

B.2.0. Form of Contract Agreement

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

B.3.0. Contractual Terms and Conditions

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

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

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

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

B.4.0. Response Documents

B.4.1. Copies

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

B.4.2. Addenda/Amendments

B.4.2.1 Addenda/Amendments will be posted on the website and sent electronically, or delivered to all who are known by the Department to have received a complete set of Response Documents from the Department.

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

B.4.2.3 No Addenda/Amendments will be issued later than seven (7) calendar days prior to the date for receipt of Responses except an Addendum withdrawing the request for Responses or one which includes postponement of the date for receipt of Responses.

B.4.2.4 Each Vendor shall acknowledge that all Addenda and Amendments were received, by signing the Addenda and Amendment Forms.

B.5.0 Taxation Status

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

C. SOLICITATION SPECIFICATIONS

C.1.0. Scope of Project:

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

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

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

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

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

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

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

C.2.0. Location of Project

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

C3.0. Definitions

- C.3.1.** The Department or Division is the Oklahoma Department of Transportation, Procurement Division.
- C.3.2.** Response Documents include the Solicitation for Responses, these Instructions for Vendors, the Response Forms, other sample response forms, and any addenda issued prior to the receipt of Responses.
- C.3.3.** Addenda/Amendments are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Response Documents by additions, deletions, clarifications, or corrections.
- C.3.4.** A Response is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Responding Documents.
- C.3.5.** A Unit Price is an amount stated in the Response as a price per unit of measurement for materials or services as described in the Response Documents or in the proposed contract documents.
- C.3.6.** A Vendor or Contractor is a person or entity that submits a Response.
- C.3.7.** The Owner is the State of Oklahoma represented by the Department of Transportation.

C.4.0. Insurance Requirements

- C.4.1.** The Vendor shall carry on his work in accordance with the Worker's Compensation Act (85 O.S. § 1 et seq.) of the State of Oklahoma and shall not reject the provisions thereof during the life of the contract. A certificate of coverage must be returned with the contract.
- C.4.2.** General and Automobile Liability Insurance in the amount of not less than \$100,000/\$300,000, and Property Damage Insurance of not less than \$50,000/\$100,000 shall be carried by the vendor during the life of the contract. Certificates of such coverage must be returned with the contract.

C.5.0. Labor

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

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

C.5.0. Specifications

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

D. EVALUATION

D.1.0. Evaluation and Award

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

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

D.2.0 Proposal Clarification Questions

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

D.3. Competitive Negotiation of Offers

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

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

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

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

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

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

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

D.4. Evaluation Process

D.4.1. Determination of Solicitation Responsiveness

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

Responding Bidder Information Sheet complete Form 076;

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

Amendments, if issued, are acknowledged;

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

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

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

D.4.3. Evaluation of Bid

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

D.4.4. Evaluation of Cost

Cost comparisons are performed.

D.4.5. Data Formatting Proof of Concept

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

D.4.6. Best Value Evaluation of Product/Services

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

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

E. INSTRUCTIONS TO BIDDERS

E.1. Important Information

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

E.2. Introduction

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

E.3. Preparation of Bid

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

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

E.4. Submission of Bid

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

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

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

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

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

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

- E.4.2.** The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.
- E.4.3.** Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.
- E.4.4. *Oral, telephonic, or telegraphic or other forms of electronic Responses are invalid and will not receive consideration. Please refer to Section E.4.1 above allowing for the email receipt of responses due to the coronavirus pandemic situation.***
- E.4.5.** The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired. The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.
- E.4.6.** Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.
- E.4.7.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 004, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- E.4.8 All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.
- E.4.8.** By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of

any misinformation or lack information.

E.4.9. If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit a Bid at its own risk; and if awarded the Contract, the Bidder shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Bidder takes exception to any requirement or specification contained in this Solicitation, these exceptions must be clearly and prominently stated in the Bid.

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

E.5. Bid Change

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

E.6. Solicitation Amendments

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

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

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

E.7. Proprietary and/or Confidential

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

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

E.8. Oklahoma Open Records Act

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

E.9 Communications Concerning Solicitation

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

E.10. General Solicitation Questions

E.10.1. Questions regarding this solicitation are due no later than Tuesday, April 28, 2020, by 3:00 P.M. Questions must be writing and are to be sent to the CPO's attention listed on the solicitation. Questions must have the Section and Item Number that the Vendor is questioning. Questions received after the deadline will not be answered.

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

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

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

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

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

E.11. Electronic Funds Transfer (EFT)

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

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

Yes No (check one)

E.12. Bid Security

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

E.13. Proposer Responses

E.13.1 RFP Response

E.13.1.1 Section One- Introduction

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

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

E.13.1.2 Section Two- References

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

E.13.1.3 Section Three-Company Information

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

E.13.1.4 Price and Cost - Appendix B

E.13.2. Proposal Organization

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

E.14. Notice of Award

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

E.15. Consideration of Responses

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

F. CHECKLIST

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

G. OTHER

G.1.0. Communications During the Solicitation Process

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

G.2.0. Vendor's Representations and Prequalification

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

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

G.2.3. The Vendor has visited the site, is familiar with the local conditions under which the work is to be

performed and has correlated observations with the requirements of the proposed contract documents.

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

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

G.4. FORMS

G.4.1. Appendix A - Project Specifications

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

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

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

G.4.4. Appendix E - Statutory Certification

G.4.5 Appendix F - Federal Contract Requirements

G.4.6. Appendix G - Reference Questionnaire

H. PRICE AND COST

H.1. PRICING SUBMISSION

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