



1. Solicitation #: 3450004940 / 21-TP-0004

2. Solicitation Issue Date: 8/26/2020

3. Brief Description of Requirement:

The purpose of this Request for Proposal (RFP) is to select a qualified consulting firm to assist the Office of Mobility and Public Transit in the overseeing of projects in the State with rail fixed guideway systems.

Questions may be submitted up until 3:00 PM, Wednesday, September 9, 2020 with responses made available no later than 3:00 PM, Friday, September 11, 2020.

The solicitation is let pursuant to Title 18, Section 803 Professional Services.

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 [CJWILLIAMS@ODOT.ORG](mailto:CJWILLIAMS@ODOT.ORG). 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 Date<sup>1</sup>: 9/30/2020

Time: 3:00 PM CST/CDT

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

U.S. Postal Delivery Address: \_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Electronic Submission Address: CJWILLIAMS@ODOT.ORG

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

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

7. Contracting Officer:

Name: Crystal J. Williams  
Phone: (405) 588-3397  
Email: [CJWILLIAMS@ODOT.ORG](mailto:CJWILLIAMS@ODOT.ORG)

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

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



# SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

**Dispatch via Print**

## Department of Transportation

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

<b>Request Quote ID.</b>	<b>Date</b>	<b>Buyer</b>	<b>Page</b>
3450004940	08/26/2020	Crystal Williams	1
<b>Payment Terms</b>	<b>DateTime Quote Open</b>	<b>Closing</b>	
0 Days	08/26/2020 11:35 AM	09/30/2020 03:00 PM	

Requisition Number Reference: 5329 Consulting Services

**Ship To:** Dept of Transportation  
Planning & Research Division  
200 NE 21st Street Rm 3A7  
Oklahoma City OK 73105

**Bill To:** DEPT OF TRANSPORTATION  
OFFICE OF MOBILITY & PUBLIC TRANSIT  
200 NE 21ST STREET  
OKLAHOMA CITY OK 73105

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

### Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	81101510 / Consulting Services	1	EA		

The purpose of this Request for Proposal (RFP) is to select a qualified consulting firm to assist the Office of Mobility and Public Transit in the overseeing of projects in the State with rail fixed guideway systems.

Nature of Contract The successful Consulting Firms will be required to provide State Safety Oversight (SSO) services on demand, in accordance to 49 CFR part 674, Oklahoma SSO Program Standards and all applicable state and federal regulations in support of the Oklahoma Department of Transportations Office of Mobility and Public Transit, to include, but not limited to:

Review of Rail Transit Agency(RTA) system safety program plans, Review of RTA annual safety and safety review reports, review RTA internal audit reports & complete checklist for each element, develop & track corrective action plans(CAPS) to address findings, conduct pre-, assessments for new/expansion/modification rail alignments, manage FTA onsite triennial safety & security reviews, conduct ongoing Safety & Security reviews, develop various FTA reports for submittal, conduct statewide rail incident investigations and reports, develop training programs for RTA

The intent of this solicitation is to obtain a Consultant that is familiar and has prior experience with the following:

- Have all applicable FTA State Safety Oversight certification credentials
- Proficiency with 49 CFR 674 requirements.
- Familiarity with FTA rules and regulations regarding fixed guideway safety and security oversight.
- Experience with developing and reviewing federally compliant safety and security documents.
- Experience with engineering and construction plans

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

### Supplier Remarks:

COMMENTS:  
AUTHORIZED BY TITLE 69, TITLE 74

Term and Amount

The term of this agreement will be 24 months with an initial contract period of one year from the date of award with the option to renew for an additional one year period not to exceed \$300,000.

The Consultant may request to extend the project period one (1) time for up to twelve (12) months through a written No Cost Time Extension (NCTE). The NCTE shall be coordinated through the Consultant and ODOT. Should a NCTE request be approved, a formal Supplemental Agreement will be issued to the Consultant by ODOT. No new funds or new tasks may be added to the project if approved for a NCTE. Should a NCTE request be approved, the Consultant may utilize remaining unexpended project funds within the NCTE period.

Payment Schedule

### This is NOT AN ORDER

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

**Authorized Signature**



# SOLICITATION REQUEST

 Request for Quote Request for Proposal Request for Bid**Dispatch via Print**

## Department of Transportation

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

**Supplier:** NAME

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

<b>Request Quote ID.</b>	<b>Date</b>	<b>Buyer</b>	<b>Page</b>
3450004940	08/26/2020	Crystal Williams	2
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OFFICE OF MOBILITY & PUBLIC TRANSIT  
200 NE 21ST STREET  
OKLAHOMA CITY OK 73105**Supplier Responses**

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
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The successful consulting firm is expected to invoice monthly for work performed and will be paid upon the consulting firm submitting invoices and supporting documents.

**This is NOT AN ORDER**

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

**Authorized Signature**

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

1. **RE: Solicitation #** 3450004940 / 21-TP-0004

2. **Bidder General Information:**

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>3</sup>:**

YES – Permit #: \_\_\_\_\_

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

YES - Filing Number: \_\_\_\_\_

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

6. **Workers' Compensation Insurance Coverage:**

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

YES – Include with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.<sup>4</sup>

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

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

**7. Disabled Veteran Business Enterprise Act**

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

Authorized Signature	Date
Printed Name	Title



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

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

Agency Name: Oklahoma Department of Transportation Agency Number: 34500

Solicitation or Purchase Order #: 3450004940 / 21-TP-0004

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

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## **A. GENERAL PROVISIONS**

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

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

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

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

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



#### **A.4. Bid Change**

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

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

By submitting a response to this solicitation:

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

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Oklahoma Dept of Transportation located at 200 N.E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105 at the time and date specified in the solicitation as the Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

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

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The 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 procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

A.9.2.1. Any Addendum to the Contract;

A.9.2.2. Purchase order, as amended by Change Order (if applicable);

A.9.2.3. Solicitation, as amended (if applicable); and

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

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

#### **A.10. Pricing**

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

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

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

#### **A.11. Manufacturers' Name and Approved Equivalents**

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

#### **A.12. Clarification of Solicitation**

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

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

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

#### **A.13. Negotiations**

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

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

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

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

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

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

#### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

#### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director 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 State Purchasing Director 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 State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director 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](http://www.dhs.gov/E-Verify).

**A.29. Compliance with Applicable Laws**

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

**A.30. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

**B.1. This Solicitation is let pursuant to the Public Competitive Bidding Act of 1974, Title 61, Sec. 101 et. Seq.**

### **B.2. Definitions**

- B.2.1.** The Department or Division is the Oklahoma Department of Transportation, Procurement Division.
- B.2.2.** 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.
- B.2.3.** Addenda are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Response Documents by additions, deletions, clarifications, or corrections.
- B.2.4.** 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.
- B.2.5.** The Base Response is the sum stated in the Response for which the Vendor offers to perform the work described in the Response Documents as the Base Response
- B.2.6.** 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.
- B.2.7.** A Vendor is a person or entity that submits a Response.
- B.2.8.** The Owner is the State of Oklahoma represented by the Department of Transportation.

### **B.3. Response Documents**

#### **B.3.1. Copies**

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

#### **B.3.2. Addenda**

- B.3.2.1.** Addenda will be posted on the website and sent electronically, or delivered to all who are known by the Department to have received a complete set of Response Documents from the Department.
- B.3.2.2.** Copies of the Addenda will be made available for inspection at the Department.
- B.3.2.3.** No Addenda will be issued later than seven (7) calendar days prior to the date for receipt of Responses except an Addendum withdrawing the request for Responses or one which includes postponement of the date for receipt of Responses.
- B.3.2.4.** Each Vendor shall acknowledge that all Addenda and Amendments were received, by signing the Addenda and Amendment Forms.

### **B.4. Insurance Requirements**

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

### **B.5. Form of Contract Agreement**

- B.5.1.** A contract is to be used as the agreement between the State and the successful Vendor.

### **B.6. Labor**

- B.6.1.** The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.
- B.6.2.** There is Federal funding for this project but Davis Bacon Wages should not apply.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Background**

The Office of Mobility and Public Transit Division houses the designated State Safety Oversight Office that oversees all rail fixed guideway systems in the State. The office currently has safety oversight of the Oklahoma City Streetcar system that started revenue service in December, 2018. This oversight is done in accordance with Federal Transit Administration rules/guidelines, Federal Law, Oklahoma State Statute and the Federal Transit Administration approved Oklahoma rail fixed guideway system Program Standard.

## **C.2. Purpose**

The purpose of this Request for Proposal (RFP) is to select a qualified consulting firm to assist the Office of Mobility and Public Transit in the overseeing of projects in the State with rail fixed guideway systems.

## **C.3. Nature of Contract**

The successful Consulting Firms will be required to provide State Safety Oversight (SSO) services on demand, in accordance to 49 CFR part 674, Oklahoma SSO Program Standards and all applicable state and federal regulations in support of the Oklahoma Department of Transportation's Office of Mobility and Public Transit, to include, but not limited to:

Review of Rail Transit Agency(RTA) system safety program plans, Review of RTA annual safety and safety review reports, review RTA internal audit reports & complete checklist for each element, develop & track corrective action plans(CAPS) to address findings, conduct pre-, assessments for new/expansion/modification rail alignments, manage FTA onsite triennial safety & security reviews, conduct ongoing Safety & Security reviews, develop various FTA reports for submittal, conduct statewide rail incident investigations and reports, develop training programs for RTA

**The intent of this solicitation is to obtain a Consultant that is familiar and has prior experience with the following:**

- C.3.1** Have all applicable FTA State Safety Oversight certification credentials
- C.3.2.** Proficiency with 49 CFR 674 requirements.
- C.3.3** Familiarity with FTA rules and regulations regarding fixed guideway safety and security oversight.
- C.3.4** Experience with developing and reviewing federally compliant safety and security documents.
- C.3.5** Experience with engineering and construction plans

## **C.4. Deliverables**

**C.4.1.** Within thirty (30) business days of contract awarded, the Consultant will:

**C.4.1.1.** Develop a Scope of Work, outlining Plan Development Schedule and Key Deliverable Dates

**C.4.1.2.** Begin work after receiving a Notice to Proceed from ODOT.

**C.4.2.** Thirty days prior to the end of the contract, the Consultant will submit a final report detailing all accomplished tasks and a determination will be made in regards to the deadline being met.

**C.4.3.** Throughout the contract the Consultant is required to submit the following:

**C.4.3.1.** Monthly status reports detailing:

C.4.3.1.1. Timeline schedule of tasks and goals;

C.4.3.1.2. Documentation (agenda, minutes, sign-in sheets, mileage, etc.) relating to all Plan Development activities;

C.4.3.1.3. Status of Plan Development in regards to the Tasks outlined in the Project Scope

C.4.3.1.4. Draft Plan Documents as required by the Task List outlined in the Project Scope

## **C.5. Term and Amount**

The term of this agreement will be 24 months with an initial contract period of one year from the date of award with the option to renew for an additional one year period not to exceed \$300,000.

The Consultant may request to extend the project period one (1) time for up to twelve (12) months through a written No Cost Time Extension (NCTE). The NCTE shall be coordinated through the Consultant and ODOT. Should a NCTE request be approved, a formal Supplemental Agreement will be issued to the Consultant by ODOT. No new funds or new tasks may be added to the project if approved for a NCTE. Should a NCTE request be approved, the Consultant may utilize remaining unexpended project funds within the NCTE period.

## **C.6. Payment Schedule**

**C.6.1.** The successful consulting firm is expected to invoice monthly for work performed and will be paid upon the consulting firm submitting invoices and supporting documents.

## **D. EVALUATION**

**D.1. Evaluation Criteria**

- D.1.1. The RFP will be evaluated on the following criteria: compliance with specification, cost, qualification and experience.
- D.1.2. To be considered for award, the Respondent must provide the following information on its experience:
  - D.1.2.1. Detailed summary (no more than 2 pages) describing its action plan;
  - D.1.2.2. Contact information for a former/current client and date of work for one (1) projects of similar scope and size;
  - D.1.2.3. Respondent’s organizational chart, including qualifications of staff; and
  - D.1.2.4. Three (3) professional letters of recommendation.

**D.2. Negotiation**

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

**E. INSTRUCTIONS TO BIDDER**

**E.1. Important Information**

Important Dates	
Wednesday, September 9, 2020, by 3:00 P.M.	Written Questions Due
Friday, September 11, 2020, by 3:00 P.M.	Responses to Questions Posted on Website
Wednesday, September 30, 2020, 3:00 P.M. CDT	Solicitation Closes
TBD	Interviews – Notified of Time

- Dates are subject to change

**E.2. Submission of Responses**

- E.2.1. All the copies of the Response and any other documentation required to be submitted with the Response shall be enclosed in a sealed, opaque envelope. The Response shall be addressed and delivered to the Oklahoma Department of Transportation, Procurement Division, 200 NE 21<sup>st</sup> St, Room 3C6, Oklahoma City, OK 73105. Place on the outside of the envelope the name of the Vendor, the Solicitation #, the words “Sealed Response” and the date set for Opening.
- E.2.2. The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.
- E.2.3. Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.
- E.2.4. Oral, telephonic, or telegraphic Responses are invalid and will not receive consideration.

**E.3. Consideration of Responses**

- E.3.1. Responses will be opened publicly immediately after the time set for receipt of Responses at the Department of Transportation, 200 NE 21<sup>st</sup> St, Oklahoma City, OK 73105. This Solicitation is being solicited as an RFP. Vendors may receive a copy of the response tabulation on the solicitation website after a Contract has been awarded, by submitting an open records request to the ODOT General Counsel’s Office.

**F. CHECKLIST**

- F.1. \_\_\_\_\_ **Completed Responding Bidder Information page**
- F.2. \_\_\_\_\_ **Completed and Signed Non-Collusion Certification page**
- F.3. \_\_\_\_\_ **Completed and Signed Solicitation Request**
- F.4. \_\_\_\_\_ **Completed and Signed Addenda and Amendment Receipts**
- F.5. \_\_\_\_\_ **Read Section G.2 regarding communication during Solicitation Period**
- F.6. \_\_\_\_\_ **Include with Response - Detailed Summary – Section D.1.2.1**



- F.7. \_\_\_\_\_ **Include with Response - Contact Information – Section D.1.2.2**
- F.8. \_\_\_\_\_ **Include with Response – Vendor’s Organizational Chart – Section D.1.2.3**
- F.9. \_\_\_\_\_ **Include with Response – Recommendation Letters – Section D.1.2.4**

**G. OTHER**

**G.1. Taxation Status**

G.1.1. This project is taxable. ODOT’s tax exempt status does not flow down to the Vendor.

**G.2. Communications during the Solicitation Process**

G.2.1. Communication with anyone but the Buyer may result in a Vendor not being allowed to bid on this project.

**G.3. Questions**

G.3.1. Questions regarding this solicitation are due no later than Tuesday, August 20, 2019, by 3:00 P.M. Questions must be in writing and are to be sent to the CPO’s attention listed on the solicitation. Questions must have the Section and Item Number that the Vendor is questioning. Questions received after the deadline will not be answered.

**G.4. Vendor’s Representations and Prequalification**

G.4.1. Each Vendor, by making a response, represents that:

G.4.1.1. The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.

G.4.1.2. Pre-qualification of Vendors is not required but three (3) professional letters of recommendation must be included with the Response.

**G.5. Forms**

G.5.1. Solicitation Request

G.5.2. Solicitation Specifications

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**H. PRICE AND COST**

**H.1. Pricing Submission**

H.1.1. Vendors are to complete the attached Solicitation Request form (see Solicitation Package) including signature and include it with your response.