



1. Solicitation #: 3450005016 / 23-SPR-0031

2. Solicitation Issue Date: 4/24/23

3. Brief Description of Requirement:

Purpose: SPR# 1302 The Oklahoma Department of Transportation seeks a Contractor to install Traffic Monitoring Systems (TMS) Radar Installation at 30 to 50 new locations across the state.

Location: Please refer to Exhibit "J: for Initial Year of Contract

Questions may be submitted to cemerson@odot.org up until Thursday, May 11, 2023; 2:00 PM with responses made available no later than 2:00 PM, Thursday, May 25, 2023.

Bids are to be submitted to ODOT Via email to cemerson@odot.org. Subject Line of email should include Solicitation 34500516, Radar Pole Installation, Response Due Date (Tuesday, June 6, 2023, 2:00 PM.)

This solicitation is let in accordance with The Central Purchasing Act, Oklahoma State Statute, Title 74, Section 85.12.B.3

4. Response Due Date¹: 6/6/23

Time: 2:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

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
Phone: (405) 628-3318
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 #** 3450005016 / 23-SPR-0031

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



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 #: 3450005016 / 23-SPR-0031

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

TABLE OF CONTENTS

A.	GENERAL PROVISIONS	5
B.	SPECIAL PROVISIONS	11
C.	SOLICITATION SPECIFICATIONS	13
D.	EVALUATION	14
E.	INSTRUCTIONS TO SUPPLIERS	14
F.	CHECKLIST	15
G.	OTHER	15
H.	PRICE AND COST	15
	EXHIBITS	16

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, included with this packet, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency electronically via email to the buyer listed in this solicitation. This will still remain a sealed bid and no attachments will be opened until bid closing.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", included with this packet, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. The bidder is required to submit an electronic copy.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

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

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted."

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

By submitting a response to this solicitation:

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

A.6. Bid Opening

Sealed bids shall be opened by the Oklahoma Dept of Transportation located at See Page 1
_____ at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Open Bid / Open Record

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

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

A.8. Late Bids

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

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. 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 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 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 Procurement Division Manager who signs the Contract. The Contract may be modified only through a written Addendum, signed by the ODOT and the supplier.
- A.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 Procurement Division Manager determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the Procurement Division Manager determines that termination is in the State's best interest. The Procurement Division Manager shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the Procurement Division Manager.
- A.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. This contract is for services in accordance within 74 O.S. Section 85.4.E.1 and in accordance with Section 85.12.B.3.

B.2.0. 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. 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.2.6. A Vendor or Contractor is a person or entity that submits a Response.
- B.2.7. The Owner is the State of Oklahoma represented by the Department of Transportation.

B.3.0. Contract Period

- B.3.1. The initial contract period shall be effective for one (1) year from the date of award. Upon mutual agreement by the DEPARTMENT and the CONTRACTOR, this contract may be renewed for another year, for up to four (4) renewals under the same terms and conditions.

B.4.0. Form of Award

- B.4.1. An Award will be considered completed upon the full execution of a Contract to the awarded Vendor and a Purchase Order issued.

B.6.0. Indefinite Quantity

- B.6.1. This contract is for an indefinite quantity and the Department may or may not purchase the entire amount listed in this Solicitation.

B.7.0. Compensation

- B.7.1. The CONTRACTOR's bid prices for the pay item shall be considered compensation in full for the performance of the CONTRACTOR's obligations under this contract.
- B.7.2. The billing shall not demand payment within any time period less than 30 days. Billing shall be submitted to the ODOT Traffic Engineering Division, 200 NE 21st Street, Oklahoma City, OK 73105. Furthermore, the DEPARTMENT will only accept billings for completed and accepted job sites.

B.8.0. Response Documents

- B.8.1. Copies
 - B.8.1.1 Vendors shall use complete sets of Response Documents in the Solicitation for Responses.
- B.8.2. Amendments
 - B.8.2.1 Amendments will be posted on the website,
 - B.8.2.2 Each Vendor shall acknowledge that all Amendments were received, by signing the Amendment Forms.

B.9.0. Insurance Requirements

- B.9.1. The CONTRACTOR shall maintain at all times during the term of this Contract, with an insurance carrier reasonably acceptable to DEPARTMENT and authorized to conduct business in the State of Oklahoma, insurance coverage as set forth in this Article:
 - B.9.1.1 Workers' Compensation Insurance as required by the statutes of the State of Oklahoma, and adequate (but in no event less than \$100,000) Employer's Liability Insurance.

- B.9.1.2 Public Liability and Property Damage Insurance covering all operations and activities hereunder in the following minimum limits (but in no event less than the statutory limits found at 51 Oklahoma Statutes, Section 151 et. seq. or successor or amendatory statutes):
- a) Bodily Injury Liability in the amount of not less than \$100,000 for injuries, including accidental death and products liability, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 for one occurrence.
 - b) Property Damage Liability in the amount of not less than \$100,000 for any one accident including products liability and an aggregate limit of \$1,000,000 per occurrence.
 - c) Combined aggregate Liability coverage shall not be less than \$2,000,000 (two million) for bodily injury, death, and property damage.
- B.9.1.3 A Comprehensive Business Auto policy with a minimum limit of not less than One Million. Dollar (\$1,000,000) combined single limit for bodily injury and property damage, providing coverage for at least any and all leased, owned, hired or non-owned vehicles used in any of CONTRACTOR's activities pursuant to this agreement, with any self-insured retention not exceeding One Hundred Thousand Dollars (\$100,000). Any and all mobile equipment which is not covered under this Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy
- B.9.1.4 The CONTRACTOR shall furnish DEPARTMENT with a certificate evidencing the existence of all such insurance coverage; and the certificates evidencing the existence of the insurance coverage specified in these specifications. Said insurance coverage shall provide that the State of Oklahoma is an additional named insured under said policy or policies and that said policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice to DEPARTMENT. The foregoing provision regarding additional named insured shall not create or be deemed to create any liability on the part of said additional named insured which would not otherwise exist under the laws of the State of Oklahoma.
- B.9.1.5 The CONTRACTOR shall provide the DEPARTMENT for the inclusion in the Contract file copies of certificates of insurance evidencing coverage as to both valuable papers and professional liability, said copies to be furnished to the DEPARTMENT within five (5) working days of execution of this Contract.

B.10.0 Taxation Status

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

B.11.0 Communications during the Solicitation Process

- B.11.1 Communication with anyone but the Buyer may result in a Vendor not being allowed to bid on this project.
- B.11.2. Questions may be submitted to cemerson@odot.org up to Thursday, May 11, 2023 by 2:00 P.M.

B.12.0. Vendor's Representations and Prequalification

- B.12.1. Each Vendor, by making a response, represents that:
- B.12.2. The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.
- B.12.3. The submitted Response is based upon the materials required by the Response Documents without exception.

B.13. Equal Employment Opportunity

- B.13.1. In connection with the execution of this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer;

recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar revision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

B.14. Hold Harmless Clause

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

B.15. Labor

B.15.1. The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.

B.15.2. It is possible that Federal funding for this project and Davis Bacon Wages might apply for this project.

B.16. Travel

B.16.1. Travel expenses on this contract are not anticipated.

C. SOLICITATION SPECIFICATIONS

C.1.0. Scope of Project:

C.1.1. The CONTRACTOR shall install Radar Based Traffic Monitoring Systems (TMS) at 30 to 50 new locations across the state.

C.1.2. The general scope of the RFP is as follows:

C.1.2.1 Pole Installation: involving provision & installation of 40' metal service poles at designated site locations. Price to include Pelco foundation anchor PB-5534-GLV or equivalent and a breakaway base Pelco TB3-17 or equivalent.

C.1.2.2 Control Cabinet Installation: involving provision & installation of pole mounted control cabinet, approximately 25" wide x 32" high x 14" deep with three-point latching mechanism with nylon rollers at top and bottom, at designated locations. Price to include Bison ProFab 027223 or equivalent cabinet. See attached cabinet drawings and specifications.

C.1.2.3 Solar System Installation: involving provision & installation of a 120w solar panel, solar panel mounting kit, solar controller and two - 12v marine type batteries at designated locations. CONTRACTOR to make final connections of solar system into cabinet and ensure operation of solar system. "Solar panel must be mounted at +/- 25 degrees of south."

C.1.2.4 Radar System Installation: involving installation of ODOT supplied Houston Radar Based traffic monitoring data collection devices on service poles at designated locations. ODOT personnel to make final connections of radar device into cabinet and complete set up and configuration.

C.1.3. See Exhibits "B" through "I" for additional Specification details.

C.1.4. CONTRACTOR will not start work until directed by ODOT personnel.

C.2.0. Location of Projects:

C.2.1. Please refer to Exhibit "J" in the Solicitation Packet for the list of Traffic Monitoring Locations in the State of Oklahoma. Exhibit "J" lists ten (10) locations in the Tulsa Metro area, ten (10) in the OKC Metro area, and ten (10) locations in Rural Areas for the initial contract.

C.2.2. The DEPARTMENT's goal is to install thirty (30) per year: ten (10) OKC Metro, ten (10) Tulsa Metro and ten (10) Rural locations. The volume of installations shall be contingent upon available funds.

C.2.3. The DEPARTMENT will provide the awarded CONTRACTOR the most up to date location lists and allow them to set a monthly installation schedule to be approved by the Field Data Collection Branch ("FDCB") Manager.

D. EVALUATION

D.1.0. Evaluation Criteria

D1.1. The RFP will be evaluated on the following criteria:

D.1.1 Overall Time to Completion – 15 Possible Points

D.1.2. Overall Cost for Completion – 25 Possible Points

D.1.3. Past Performance/References – 25 Possible Points

D.1.4. Level of Expertise – 25 Possible Points

D.1.5. Proposal – 10 Possible Points

D.1.2. Cost may not be the sole determinant in making an award. CONTRACTOR lead time in obtaining materials and completing the work may be a consideration in making an award.

D.2.0. 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 Purchasing 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 VENDOR

E.1.0. Important Information

Important Dates	
Thursday, May 11, 2023; 2:00 P.M. CST	Written Questions
Thursday, May 25, 2023; 3:00 P.M. CST	Responses to Questions Posted on Website
Tuesday, June 6, 2023, 2:00 P.M. CST	Solicitation Closes

E.2.0 Bidding Procedure

E.3.1. Modification, Withdrawal or Cancellation of Responses

E.2.3.1. All the copies of the Response, and any other documentation required to be submitted with the Response shall be emailed to: cemerson@odot.org. The Subject Line of the Email should include the Solicitation Number 3450005016) and the Date and Time of Closing (06/06/23; 2:00 PM).

E.2.3.2. The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.

E.2.3.3. Responses received after the opening of Responses will not be considered.

E.4.0. Consideration of Responses

- E.4.1. Emailed responses will be opened immediately after the time set for receipt of Responses. This Solicitation is being bid out as an RFP. Vendors may receive a copy of the response tabulation on the solicitation website after a Purchase Order has been awarded.

F. CHECKLIST

- _____ Completed Responding Bidder Information page
- _____ Completed and Signed Non-Collusion Certification page
- _____ Completed and Signed Pay Item Response Form (Exhibit A)
- _____ Completed and Signed Addenda and Amendment Receipts – If Necessary
- _____ Completed Contractor Questionnaire (Exhibit “K”)
- _____ Submitted Three (3) completed Reference Questionnaires (Exhibit “L”)
- _____ Completed Proposer’s Certification Form (Exhibit “P”)
- _____ Completed Proposer’s Statutory Certification Form (Exhibit “Q”)
- _____ Completed Federal Contract Requirements (Exhibit “R”)
- _____ Read Section B.10.1 regarding Taxation Status
- _____ Read Section B.11.1 regarding communication during Solicitation Period
- _____ Read Section A.2.4 which relates to the completion of the Pay Item Response Sheet regarding corrections made to the document
- _____ Documentation of a minimum of three (3) years of experience in repairing and maintaining projects of similar scope and size.
- _____ Qualification Requirements met and Evaluation Criteria satisfied

G. OTHER

G.1. Forms

- G.1.1. Exhibit “A” – Solicitation Request (Pay Item Form)
- G.1.2. Exhibit “B” through “I” – Radar Installation Specifications
- G.1.3. Exhibit “J” – 2023 Radar Installation Locations
- G.1.4. Exhibit “K” – Contractor Questionnaire
- G.1.5. Exhibit “L” – Reference Questionnaire
- G.1.6. Exhibit “M” – Payment Bond
- G.1.7. Exhibit “N” – Performance Bond
- G.1.8. Exhibit “O” – Statutory Defect Bond
- G.1.9. Exhibit “P” – Proposer’s Certification Form
- G.1.10. Exhibit “Q” – Proposer’s Statutory Certification Form
- G.1.11. Exhibit “R” – Federal Contract Requirements

H. PRICE AND COST

H.1. Pricing Submission

- H.1.1. Vendors should submit pricing using the Pay Item Response Sheets (Exhibit “A”).
- H.1.2. Response should include Lead Time for obtaining materials & supplies and construction time to complete a location.

EXHIBITS



SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

Dispatch via Print

Request Quote ID.	Date	Buyer	Page
3450005016	04/11/2023	Cheryl Emerson	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	04/11/2023 08:09 AM	06/06/2023 02:00 PM	

Requisition Number Reference:

Department of Transportation

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

Vendor Information

Supplier: NAME _____
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Ship To: Dept of Transportation
Purchasing
200 NE 21st Street
Oklahoma City OK 73105

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

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	46161500 / 1000023267 SERVICE: Traffic Monitoring Equipment Installation and Repair	30	EA		

SPR# 1302

Traffic Monitoring Systems (TMS) Radar Installation at 30 to 50 new locations across the state.

Location: Please refer to Exhibit "J" of the Solicitation Package for locations to be installed in the first year of the contract.

Project Specifications: Please refer to Exhibits "B" & "C" of the Solicitation Package. Additional specification information may be found in Exhibits "D" through "I" of the Solicitation Package.

Complete:

LEAD TIME FOR OBTAINING MATERIALS & SUPPLIES: _____

Complete:

CONSTRUCTION TIME TO COMPLETE A LOCATION: _____

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

THIS SOLICITATION IS LET PURSUANT TO TITLE 69, SECTION 708.2, TITLE 74, SECTION 85.12.B.3

AGENCY REQ. # 23-SPR-0031

JOB PIECE #: 01946(66)

PROJECT ID#: SPRY-0010(90)PL

THE DEPARTMENT ANTICIPATES AWARDDING A CONTRACT WITH AN AGREEMENT PERIOD OF FIVE (5) YEARS. THE INITIAL AWARD WILL BE FOR ONE YEAR FROM THE DATE THAT THE CONTRACT IS ISSUED WITH THE OPTION TO RENEW FOR FOUR ONE-YEAR PERIODS UNDER THE SAME TERMS AND CONDITIONS AND WITH THE CONCURRENCE OF THE AWARDED CONTRACTOR.

FUND: 310H

ODOT EXPENSE ACCOUNT: 390073

OBJECT CODE: 342714

BILL TO: HE000

This is NOT AN ORDER

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

Authorized Signature

Sign Here

OKLAHOMA DEPARTMENT OF TRANSPORTATION
TRAFFIC MONITORING SYSTEMS (TMS) RADAR INSTALLATION RFP
Specifications

SECTION 1: PURPOSE OF THE RFP

1.1 CONTRACTOR shall install Radar Based traffic monitoring systems at 30 to 50 new site locations across the state. The attached site location list is tentative and subject to change. The general scope of the RFP is as follows:

- a. **Pole Installation:** involving provision & installation of 40' metal service poles at designated site locations. Price to include Pelco foundation anchor PB-5534-GLV or equivalent and a breakaway base Pelco TB3-17 or equivalent.
- b. **Control Cabinet Installation:** involving provision & installation of pole mounted control cabinet, approximately 25" wide x 32" high x 14" deep with three-point latching mechanism with nylon rollers at top and bottom, at designated locations. Price to include Bison ProFab 027223 or equivalent cabinet. See attached cabinet drawings and specifications.
- c. **Solar System Installation:** involving provision & installation of a 120w solar panel, solar panel mounting kit, solar controller and two - 12v marine type batteries at designated locations. Contractor to make final connections of solar system into cabinet and ensure operation of solar system. "Solar panel must be mounted at +/- 25 degrees of south."
- d. **Radar System Installation:** involving installation of ODOT supplied Houston Radar Based traffic monitoring data collection devices on service poles at designated locations. ODOT personnel to make final connections of radar device into cabinet and complete set up and configuration.

SECTION 4: SCOPE OF CONTRACT COST REQUIREMENTS

4.1 Site Installation. This requirement calls for contractor to provide & install metal service pole, pole mounted control cabinet, solar system and ODOT supplied Radar Based traffic monitoring devices. Contractor to supply all required traffic control requirements. Contractor bids on installation of any of the site renovation cost components shall fully encompass all labor, supervision, and oversight.

A component part of any new installation cost is the initial site inspection and site acceptance. Prior to the start of work at each new construction site location, the contractor shall inspect the conditions of the site and provide a written notice of site acceptance. The contractor shall be responsible for all utility locates and notify the ODOT Field Data Collection Project Manager of any conflicts. The contractor in his acceptance shall note in detail all conditions in which he believes may have a bearing on his ability to properly construct the TMS site to final acceptance. The contractor shall notify the ODOT Field Data Collection Project Manager a minimum of one week prior to scheduled installations and provide a list of locations scheduled for installation. Construction methods, procedures, and materials shall comply with "Oklahoma Department of Transportation Standard Specifications for Highway Construction" and ODOT Standard Drawings.

SECTION 8: STANDARD CONSTRUCTION SPECIFICATIONS

It is understood that all references herein to Standard Specifications shall mean the Oklahoma Department of Transportation 2019 (or most current) Edition of Standard Specifications for Highway Construction.

9.1 CONTRACTOR shall be insured in accordance with the Standard Specifications, section 107. Prior to the issuance of the Work Order, CONTRACTOR shall provide proof of insurance.

9.2 ODOT shall not be responsible for personal injury, damage to, or loss of property, equipment or materials in regard to these specifications.

9.3 Traffic Control shall be provided by CONTRACTOR in accordance with Standard Specifications, section 104.

a. All traffic control devices and placement shall meet the "Manual on Uniform Traffic Control Devices (MUTCD), 2019 Edition (or most current)" and as shown on "Traffic Control Devices for Construction Work Zones" Standards.

b. Existing roadway shall remain open during construction. At no time shall more than one lane in one direction of a four-lane roadway and one lane of a two-lane roadway be closed to traffic.

SECTION 9: MATERIALS AND EQUIPMENT

CONTRACTOR shall provide the necessary labor, materials, tooling, and installation equipment which are required to install the systems, components and accessories as set forth in this Contract. All said systems, components, and accessories shall be deemed authorized by ODOT for

installation or replacement. CONTRACTOR shall exchange title to all materials, devices, tooling and hardware and accessories.

9.1 All materials, devices, equipment, etc. shall be new and shall be installed, tested, and connected in strict compliance with the manufacturer's recommendations, and where required, under the direct supervision of an ODOT Field Data Collection or manufacturer's representative.

9.2 All apparatus and equipment furnished on this project shall be protected from damage by CONTRACTOR. All items marred or damaged shall be replaced or repaired to the complete satisfaction of the ODOT Field Data Collection Project Manager solely at CONTRACTOR's expense.

9.3 Conflicts between any piece of equipment, switches, devices, etc. which if installed as shown in relation to any previously installed equipment, may impair the proper operation of the equipment, shall be resolved by CONTRACTOR to the satisfaction of the ODOT Field Data Collection Project Manager at CONTRACTOR's expense.

9.4 Warranty. All contractor provided equipment shall be under warranty for a period of one (1) year or the life of the contract including extensions. Contractor will not be required to warranty work done by others in previous contracts. In cases where equipment requires replacement within the warranty period, ODOT shall not incur costs for any actions associated with or subsequent replacement, to include traffic control.

SECTION 10: CONSTRUCTION

10.1 General: All construction methods and procedures not otherwise specified herein shall meet applicable sections of the Standard Specifications. The following codes shall be complied within each and every respect as though fully written herein:

- a. OSHA Requirements, Latest Edition, thereof
- b. AASHTO Requirements, Latest Edition, thereof
- c. FHWA Requirements, Latest Edition, thereof

10.2 All connections shall be made water tight. All splices and connections shall be covered with heat shrink tubing with an insulation equal in rating and thickness to the insulation of the conductor.

10.3 Utility Locates: Contractor shall be responsible for obtaining all existing utility locates prior to construction. Contractor shall notify the ODOT Field Data Collection Project Manager promptly of any utility conflicts.

10.4 Facilities Removal and Clean-Up: It shall be the responsibility of the CONTRACTOR to have all debris, trash, salvage materials, etc. completely removed from the project site during the construction period.

Radar Pole Install RFP Specs

Control Cabinet:

- Pole Mounted Transportation Control Systems Cabinet B322514U2B2S or equivalent (see spec sheet)
- Approximately 25" wide x 32" high x 14" deep
- One shelf installed
- Main door lock Corbin #2 or equivalent
- Three-point locking mechanism with nylon rollers at top and bottom
- Mounting Kit Pelco SE-1100-PNC or equivalent

Solar Panel Charging System:

- Ameresco Solar Panel 120W/120J or equivalent (see spec sheet)
- 120 watt solar panel pole mounted **vertically**
- Ameresco Solar Panel Pole Mount kit # 1X-SPM or equivalent (see spec sheet)
- Morningstar SS-10L-12V SunSaver (12v10amp-LVD) solar controller or equivalent (see spec sheet)

12 volt Batteries

- Duracell Ultra SLAA-12-100C/FR (Batteries Plus) or equivalent (see spec sheet)
- Marine type, 100 amp hours, AGM type, M6 terminals

Metal Service Pole

- 40' Steel or galvanized steel as per ODOT drawings # GMF1-2, HLBP1-1, HLPD1-1, HLPD2-1, HMF1-1 or any other applicable drawings (latest revisions)
- To include Pelco foundation anchor PB-5534-GLV or equivalent and a breakaway(transformer) base Pelco TB3-17 or equivalent
- To include 2" diameter access hole from pole into control cabinet (free of burrs)
- To include Handhole within 18" of above access hole as per ODOT drawing # HLMA2-1

Notes:

- a. **Pole Installation:** involving provision & installation of 40' metal service poles at designated site locations. Price to include Pelco foundation anchor PB-5534-GLV or equivalent and a breakaway(transformer) base Pelco TB3-17 or equivalent.
- b. **Control Cabinet Installation:** involving provision & installation of pole mounted control cabinets at designated site locations.
- c. **Solar System Installation:** involving provision & installation of one 100w solar panel, solar panel mounting kit, solar controller and two - 12v marine type batteries at designated site locations.

-

Batteries + Bulbs.



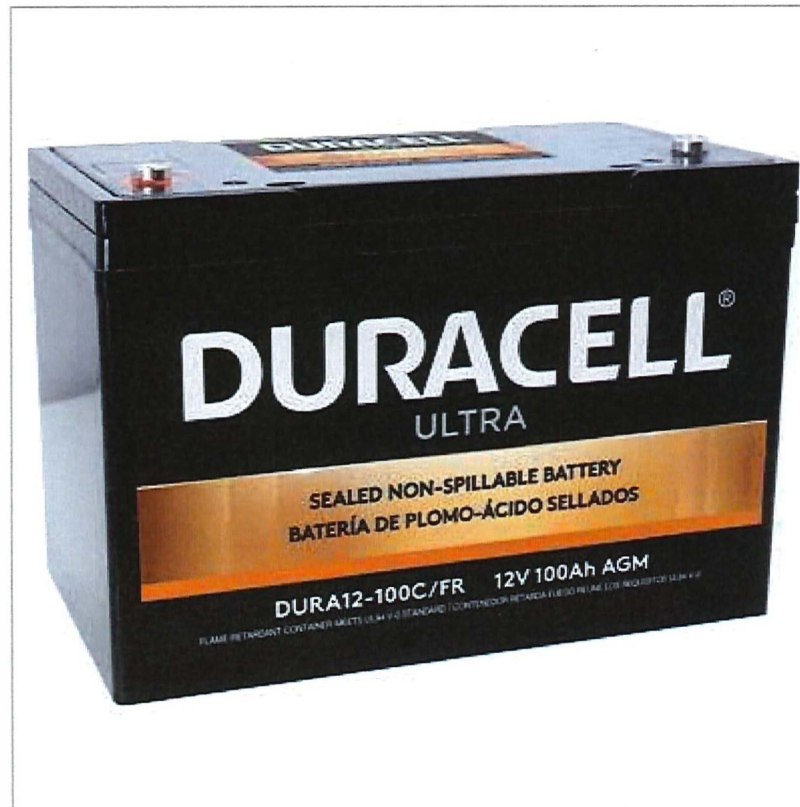
Need help? [\(405\) 842-7587](tel:4058427587)

 [Select Your Store](#) ▶

[Home](#) > [SLAA12-100C/FR](#)

Duracell Ultra 12V 100AH AGM SLA Battery with M6 Insert Terminals

[SLAA12-100C/FR](#)



MARINE TYPE

\$ 279.99 each

Core Deposit: \$10.00 [?](#)

Only \$250.00/each when you buy 29 Pack

QTY

Each (\$279.99) ▼

Add to Cart

Shipping & Pickup Options

- Pickup in Store

[?](#) Call Oklahoma City Store for Availability

[Change Pickup Store](#)

[Details](#)

[Specifications](#)

[Downloads](#)

Item Number: SLAA12-100C/FR

Brand: Duracell Ultra

Voltage: 12

Lead Acid Type: General Purpose

Capacity: 100AH

Chemistry: Lead Acid

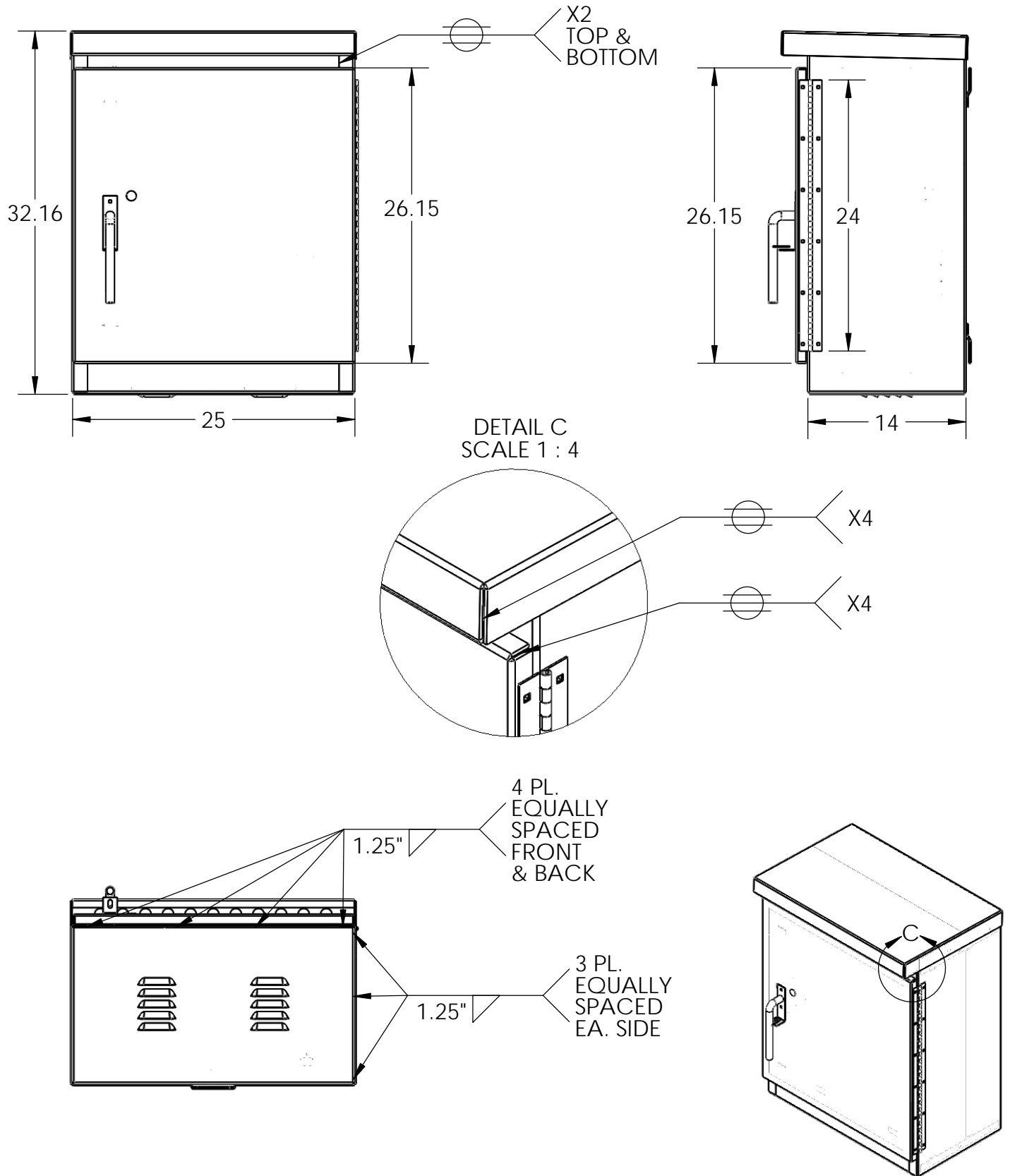
Flame Retardant: True


Lead Acid Design: AGM

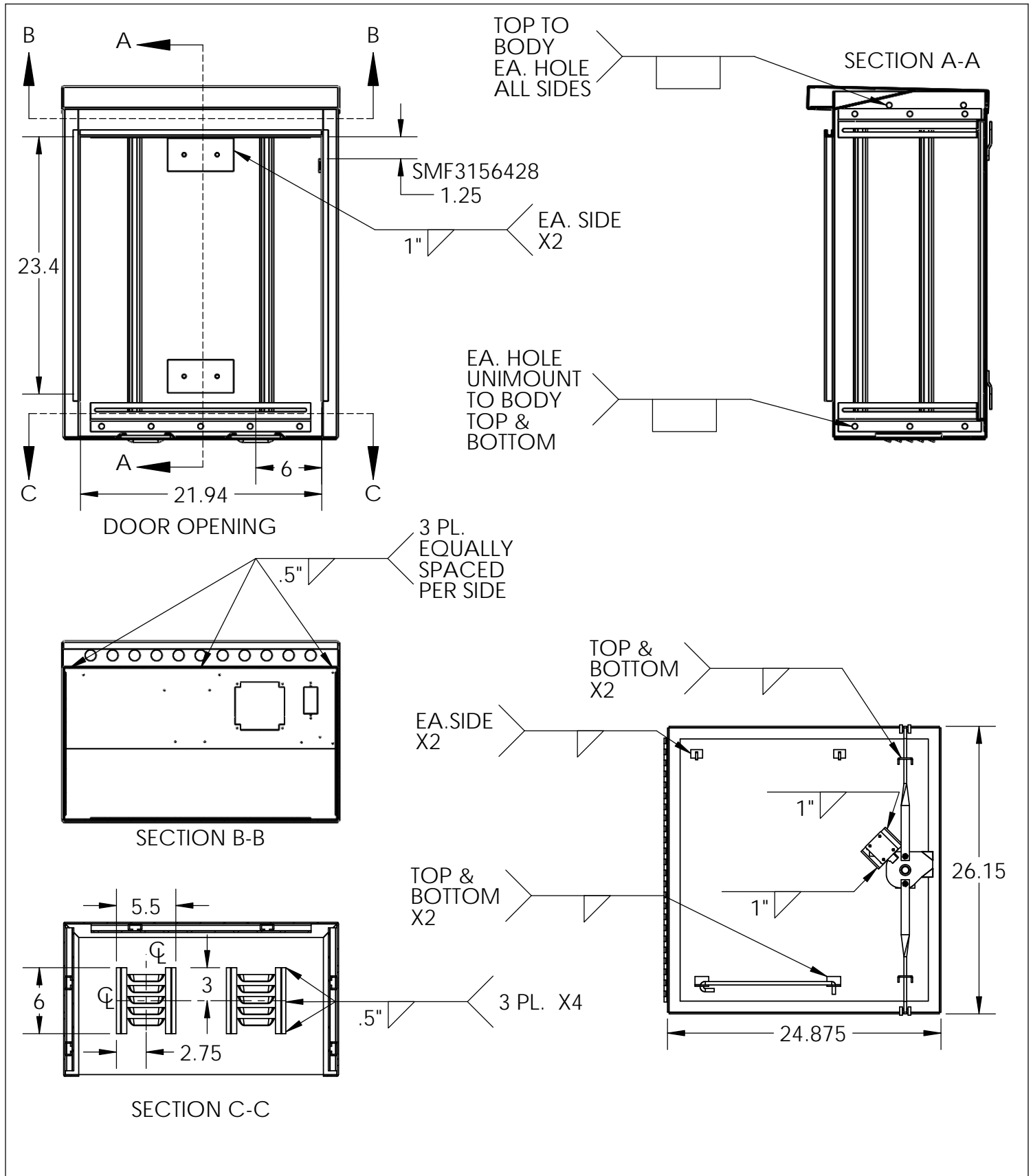
Product Category: Sealed Lead Acid


Terminal Type: M6 Insert, C, Insert Terminal

Length 12"
Width 6.6"
height 8.4"



		THIRD ANGLE PROJECTIONS DIMENSIONS ARE IN INCHES TOLERANCES: X = ±.125 .X = ± .0625 .XX = ± .03125 ANGULAR: ±1 Degree		NAME	DATE	 TRANSPORTATION CONTROL SYSTEMS 1030 South 86th Street Tampa, Florida 33619 800.886.2735 813.630.2800 Fax813.630.2801 www.tcstraffic.com	
		MATERIAL AL 5052-H32		DRAWN	MS		
		FINISH MILL		CHECKED			TITLE
		NEXT ASSY		PROD APPR.			CUSTOMER
		USED ON		MFG APPR.			LOCATION
		APPLICATION		Q.A.			PROJECT
		DO NOT SCALE DRAWING		PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TRANSPORTATION CONTROL SYSTEMS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TRANSPORTATION CONTROL SYSTEMS IS PROHIBITED.			Signal BackPlates
							SALES ORDER
						DWG. NO.	REV
						B322514K2B2S (SHOP)	.01
						SHEET 1 OF 3	



		THIRD ANGLE PROJECTIONS DIMENSIONS ARE IN INCHES TOLERANCES: X = ±.125 .X = ±.0625 .XX = ±.03125 ANGULAR: ±1 Degree		NAME	DATE	 TRANSPORTATION CONTROL SYSTEMS 1030 South 86th Street Tampa, Florida 33619 800.886.2735 813.630.2800 Fax813.630.2801 www.tcstraffic.com				
		MATERIAL AL 5052-H32		DRAWN	LIC			7/19/2018		
		FINISH MILL		CHECKED			TITLE			
		NEXT ASSY USED ON		PROD APPR.			CUSTOMER			
		APPLICATION DO NOT SCALE DRAWING		MFG APPR.			LOCATION			
				Q.A.			PROJECT Signal BackPlates			
				PROPRIETARY AND CONFIDENTIAL THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TRANSPORTATION CONTROL SYSTEMS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TRANSPORTATION CONTROL SYSTEMS IS PROHIBITED.			SCALE	SALES ORDER	DWG. NO.	REV
							A		B322514K2B2S (SHOP)	.01
				SCALE: 1:12		WEIGHT: 74.67	SHEET 2 OF 3			

CONSTRUCTION: Enclosure and Door

A. Enclosure

1. Complete enclosure is made from .125 thick aluminum type 5052-H32.
2. Unistrut mounting brackets are welded to top and bottom of interior enclosure walls to provide adjustable unistrut mounting locations.
3. Shelf is made of .125" thick 5052-H32 aluminum.
4. The enclosure door frame shall be double flanged on all four sides.
5. Pole mounted enclosures have stiffener plates welded to top and bottom of rear wall.
6. Enclosure has provisions for mounting a forced air fan system and has a screened air exhaust opening in the top of enclosure.
7. All external hardware is stainless steel.

B. Doors

1. Equipped with three point latching mechanism with nylon rollers at top and bottom.
2. Door handle is 3/4" diameter stainless steel and has provisions for padlocking.
3. Main door lock is Corbin #2 or equal.
4. A louvered air vent with filter retainer brackets is provided.
5. Closed cell gasket is applied full periphery of door to provide weather tight seal.
6. Continuous stainless steel piano hinge attached with stainless carriage bolts for tamper resistance.


When ordering cabinet please specify shelf quantity:

Customer requests ___ shelves.

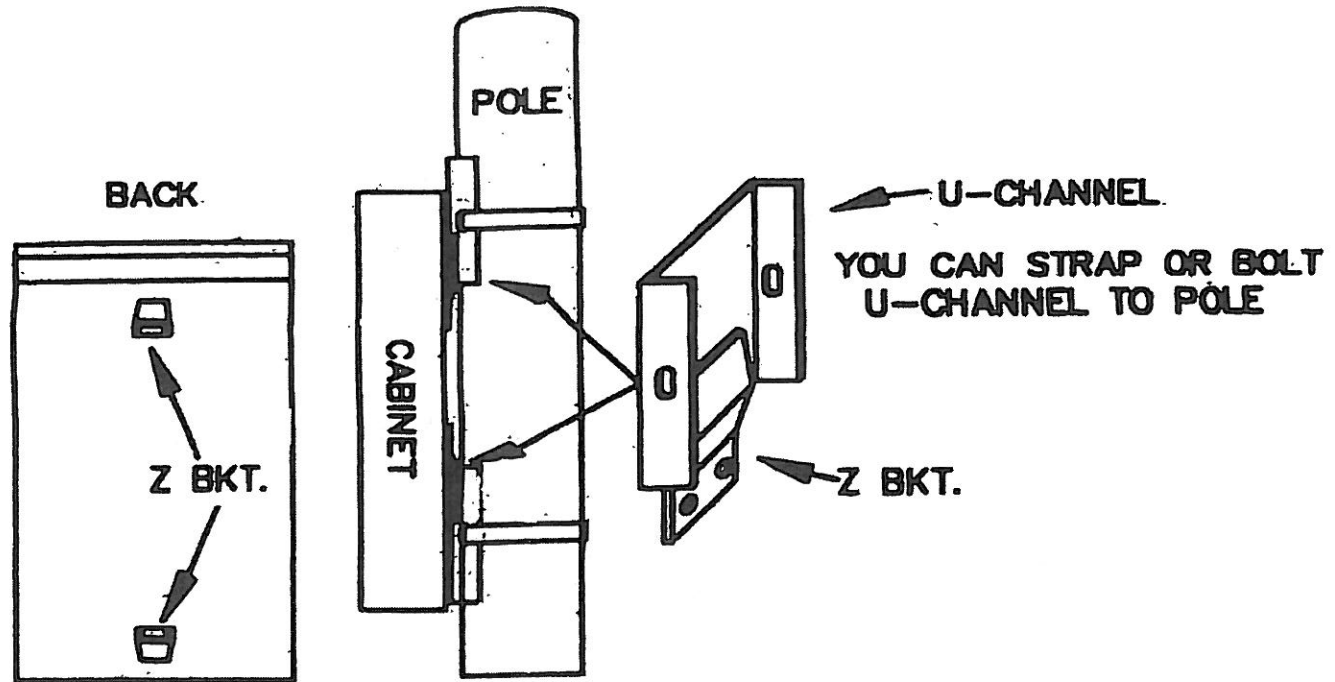
Customer requests ___ drawers.

If approved drawing does not specify shelf quantity; cabinet will ship with one shelf.

In Design

		THIRD ANGLE PROJECTIONS DIMENSIONS ARE IN INCHES TOLERANCES: FRACTIONAL ± 1/4 ANGULAR: MACH ± BEND ± TWO PLACE DECIMAL ± .01 THREE PLACE DECIMAL ± .005		NAME	DATE	 TRANSPORTATION CONTROL SYSTEMS <small>1030 South 86th Street Tampa, Florida 33619 800.886.2735 813.630.2800 Fax 813.630.2801 www.tcstraffic.com</small>	
		DRAWN	MS	7/19/2018			
				CHECKED		TITLE	
				ENG APPR.			
				MFG APPR.		CUSTOMER	
				Q.A.			
		MATERIAL AL 5052-H32		PROPRIETARY AND CONFIDENTIAL <small>THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF TRANSPORTATION CONTROL SYSTEMS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF TRANSPORTATION CONTROL SYSTEMS IS PROHIBITED.</small>		LOCATION	
		FINISH MILL				PROJECT Signal BackPlates	
NEXT ASSY	USED ON			SALES ORDER	DWG. NO.	REV.	
APPLICATION		DO NOT SCALE DRAWING		A	B322514K2B2S	.01	
				SCALE: 1:1	WEIGHT: 74.67	SHEET 3 OF 3	

SMFPOLEKIT



YOU CAN STRAP Z BKT. TO POLE

OR

INSTALL BOTTOM U-CHANNEL TO POLE FIRST.
THEN LOOSEN TOP Z BKT. ON CABINET
INSTALL TOP U-CHANNEL TO POLE LOOSE
PICKUP CABINET AND SLIDE IT DOWN POLE SO BOTTOM Z BKT.
SLIDES INTO BOTTOM U-CHANNEL ON POLE
SLIDE TOP U-CHANNEL DOWN POLE OVER TOP Z BKT. THEN TIGHTEN Z BKT. BACK
NOW YOU CAN TIGHEN TOP STRAP

Foundation Anchors

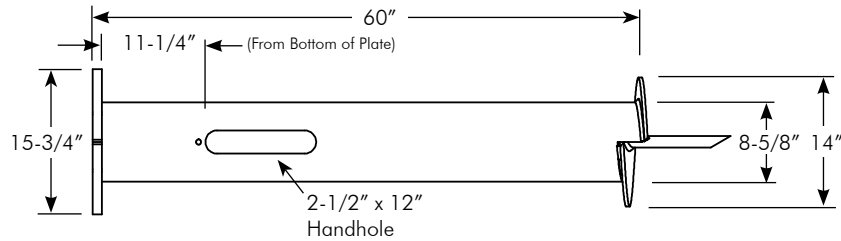
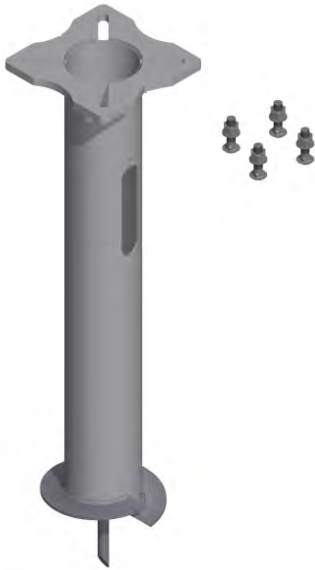


SOLICITATION 3450005016

EXHIBIT F

Foundation Anchor Assy, 8" Sch 20 x 5'-0" 11" to 17" Bolt Circle, 1"-8NC Hardware

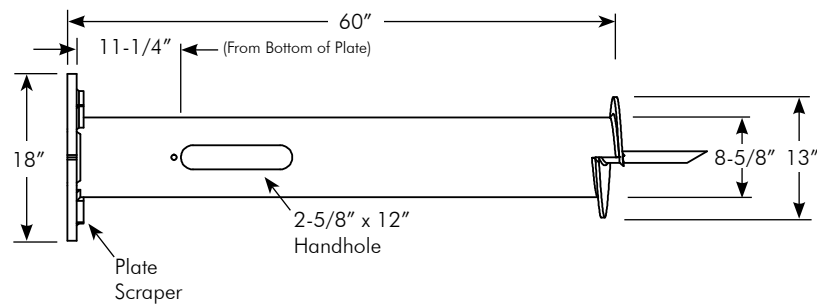
PB-5534-GLV



Pelco's schedule 20 foundation anchors feature a top plate which enables the bolt head to be inserted after the anchor is in place. This eliminates the necessity of digging under the plate to install base bolts. The carriage bolts are locked in place by the slots in the top plate, which prevent them from turning. For street and highway lighting. Typically for poles ranging from 30'-50' in height. (wt. 184 lbs)

Foundation Anchor Assy, 8" Sch 40 x 5'-0" 13" to 18" Bolt Circle, 1-1/4"-7NC Hardware

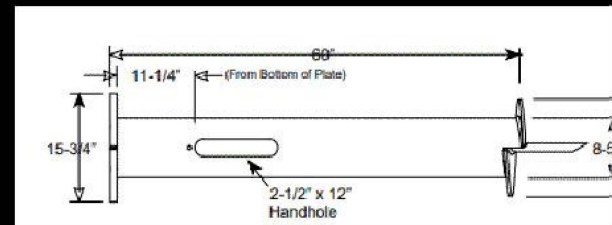
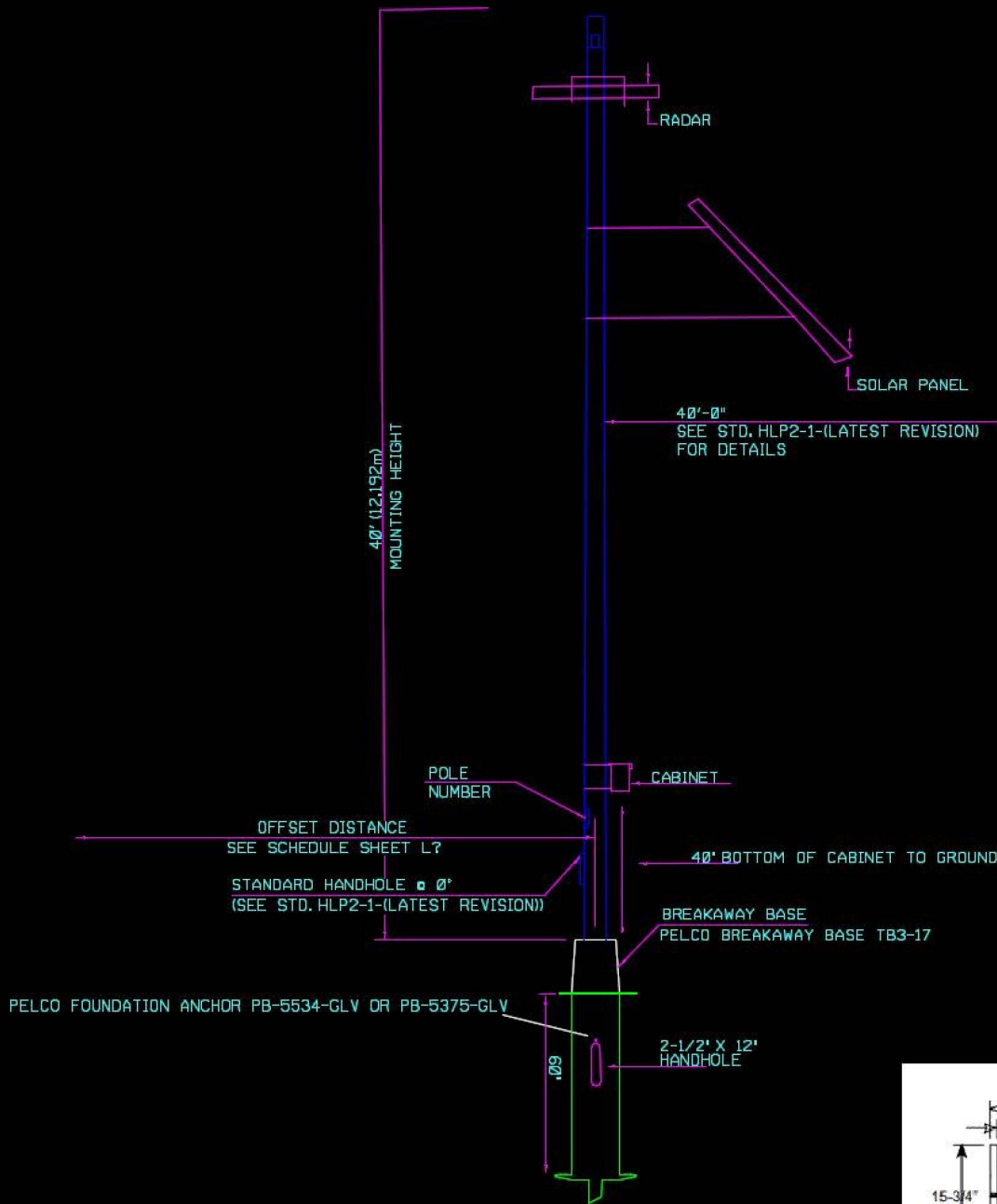
PB-5375-GLV



Pelco's foundation anchors feature a top plate which enables the bolt head to be inserted after the anchor is in place. This eliminates the necessity of digging under the plate to install base bolts. Plate scrapers loosen the soil for easy bolt installation from top of the plate. The square head bolts are held in place by the plate scrapers, which prevent them from turning. For street and highway lighting. Typically for poles ranging from 30'-50' in height (wt. 239 lbs)

- Note: 1. Foundation anchors are hot dip galvanized per ASTM A123.
2. All assemblies are supplied with Grade 5 Galvanized Bolts.
3. All assemblies with hardware are bagged in a nylon weatherproof bag.



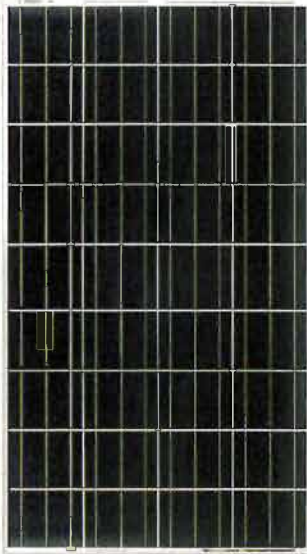


TYPICAL SINGLE MAST ARM

120W PHOTOVOLTAIC MODULE - 120J

RADAR POLE INSTALLATION
SOLICITATION 3450005016

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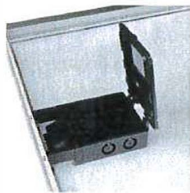
120W Photovoltaic module 120J

This line of modules is the direct result of over three decades of design, manufacturing and use. Attending to every detail in the design and manufacture of our products, our process controls and testing methods have optimized module life and electrical energy production.

Ameresco Solar's off-grid module line offers the following features and benefits:

► Built to last

From mountaintops to off-shore platforms, on weather stations in the bitter cold of Antarctica and on telephone signal repeaters in the hot Australian outback, the technology has been proven in the harshest environments.



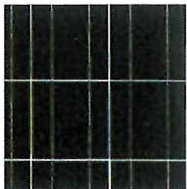
► Accessible junction box for off-grid connections

J-type junction box has accessible terminals for easier module interconnections in off-grid applications, and it allows fitting cable glands for various sections.



► Thick, durable scratch resistant back sheet

The thick back sheet provides extra insulation and increased resistance to protect your module against rough handling. Made of white polyester, it ensures longer term performance and increased energy production.



► High reliability

Cell interconnections and diode placement use well-established industry practice and are field-proven to provide excellent reliability.

► Quality and certifications

ISO 9001

ISO 9001 factory certification ensures that our manufacturing facilities use proven manufacturing and quality control processes.



Certified to IEC 61215 and 61730



Certified to UL1703 and ULC1703
Certified for use in Class 1, Division 2 Hazardous locations



Conforms with European Directive 2006/95/EC

120W PHOTOVOLTAIC MODULE - 120J

Electrical characteristics

	(1) STC 1000W/m ²	(2) NOCT 800W/m ²
Maximum power (P _{max})	120W	86.4W
Voltage at P _{max} (V _{mpp})	18.1V	16.2V
Current at P _{max} (I _{mpp})	6.6A	5.3A
Short circuit current (I _{sc})	6.8A	5.5A
Open circuit voltage (V _{oc})	22.2V	20.2V
Module efficiency	14.4%	
Tolerance (P _{max})	+10% / -5%	
Nominal voltage	12V	
Efficiency reduction at 200W/m ²	<5% reduction	efficiency 13.7%
Limiting reverse current	6.8A	
Temperature coefficient of I _{sc}	0.105%/°C	
Temperature coefficient of V _{oc}	-0.360%/°C	
Temperature coefficient of (P _{max})	-0.45%/°C	

(3) NOCT 47±2°C

Maximum series fuse rating 20A

Application class (according to IEC 61730:2007) Class C

Maximum system voltage 600V (U.S. NEC) / 1000V (IEC 61730:2007)

1: Values at Standard Test Conditions (STC): 1000W/m² irradiance, AM1.5 solar spectrum and 25°C module temperature

2: Values at 800W/m² irradiance, Nominal Operation Cell Temperature (NOCT) and AM1.5 solar spectrum

3: Nominal Operation Cell Temperature: Module operation temperature at 800W/m² irradiance, 20°C air temperature, 1m/s wind speed

Mechanical characteristics

Solar cells	36 crystalline 6" silicon cells (156 x 156mm) in series
Front cover	High transmission 3.2mm (1/8th in) glass
Encapsulant	EVA
Back cover	White polyester
Frame	Silver anodized aluminum
Junction box	IP65 with 4 terminal screw connection block; accepts PG 13.5, M20 13mm (1/2") conduit, or cable fittings accepting 6-12mm diameter cable. Terminals accept 2.5-10mm ² (8-14 AWG) wire
Dimensions	1229 x 674 x 50mm / 48.4 x 26.5 x 2in
Weight	9.98kg / 22.0lbs

All dimensional tolerances within ±1% unless otherwise stated.

Warranty*

- ▶ Free from defects in materials and workmanship for 2 years
- ▶ 90% min. power output over 12 years
- ▶ Optional 25 years available

* Refer to warranty document for terms and conditions.

Certification

Certified according to the extended version of the IEC 61215 (ed.2), EN 61215:2005-08 (Crystalline silicon terrestrial photovoltaic modules - Design qualification and type approval).

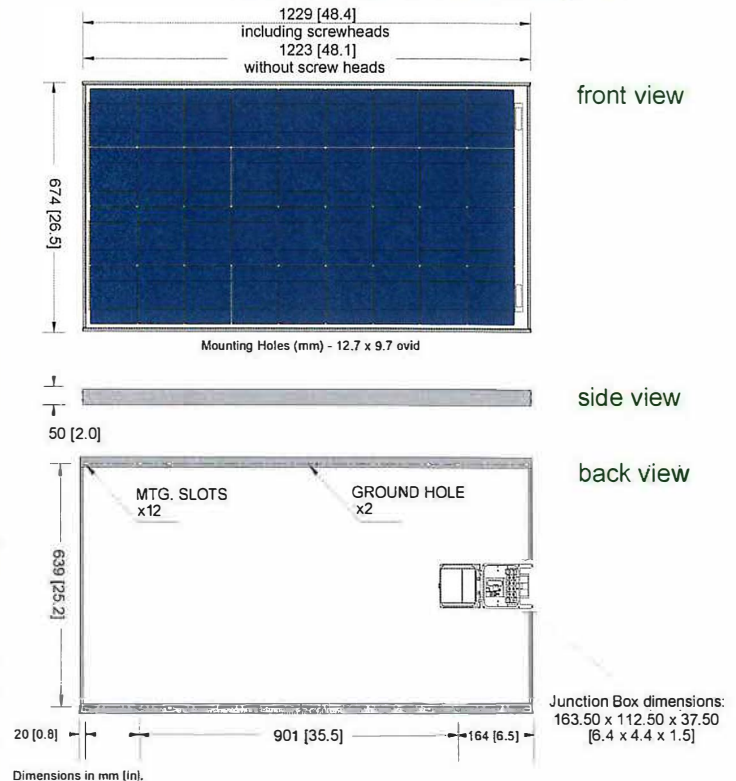
Certified according to IEC 61730-1 and IEC 61730-2 (ed.1), EN 61730-1:2007-05 and EN 61730-2:2007-05. (Photovoltaic module safety qualification, requirements for construction and testing).

Listed to UL 1703 & ULC ORD-C1703 Standard for Safety by Intertek ETL. Class C Fire Rating.

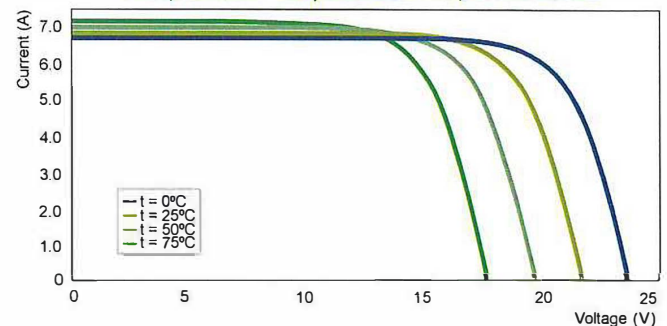
Approved by Intertek ETL according to FM 3611, Dec 2004, and according to CAN/CSA C22.2 No. 213-M1987, 1st Edition, Reaffirmed 2004, for use in a Class I, Division 2, Group A, B, C, D Hazardous (Classified) Location.

AMERESCO SOLAR

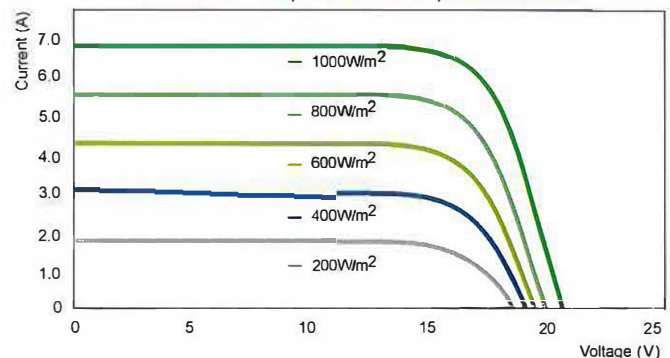
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Temperature - dependence of performance



Irradiance - dependence of performance



For more information, call 855-43-SOLAR or visit www.amerescosolar.com.

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AMERESCO  **SOLAR**
Green • Clean • Sustainable

MOUNTS: 1X-SPM-series



SIDE-OF-POLE MOUNTING (SPM) :

Ameresco Solar manufactures and distributes a complete line of mounting kits to accommodate a wide range of off-grid applications. From single module top-of-pole mounts to complex multi-panel arrays, our mounting line has the flexibility to meet your mounting needs.

Our Side-of-Pole Mounts Feature:

Rugged Materials and Construction, Precision Engineering and Expert Support



1X-SPM: ROHN Tower:
- Fit ROHN25-45 Towers



1X-SPM: Pole Mounted:
- Fit 2" to 8" SCH 40 pipe

Photographs are intended to portray typical mount appearance, actual appearance may vary.

- ① Solar Panel
- ② Panel Kit Rail
- ③ Leg Kit
- ④ L-Bracket (Foot)
- ⑤ C-Channels (2X4X)
- ⑥ U-Bolts (not supplied)

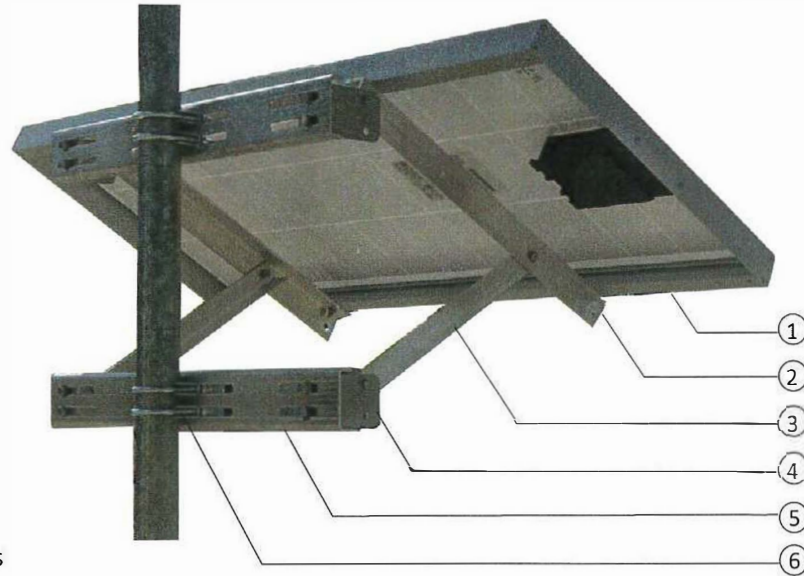
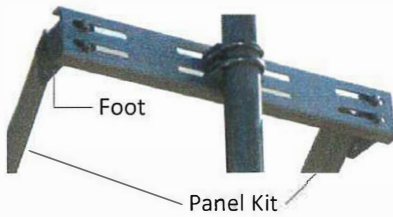


Figure 1. Mounting kit components

Upper Pole Attachment:



Lower Pole Attachment:

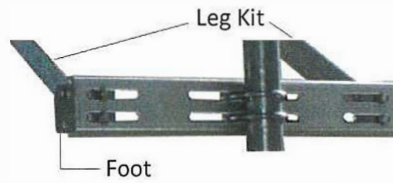


Figure 2. Attach the C-Channels to pole using U-Bolts.

Array Tilt Angle Selection: Table 1

SITE LATITUDE: (In Degrees)	FIXED TILT ANGLE
0° TO 15°	15°
15° TO 25°	SAME AS LATITUDE
25° TO 30°	SAME AS LATITUDE +5°
30° TO 35°	SAME AS LATITUDE +10°
35° TO 40°	SAME AS LATITUDE +15°
40° +	SAME AS LATITUDE +20°

Table 1:

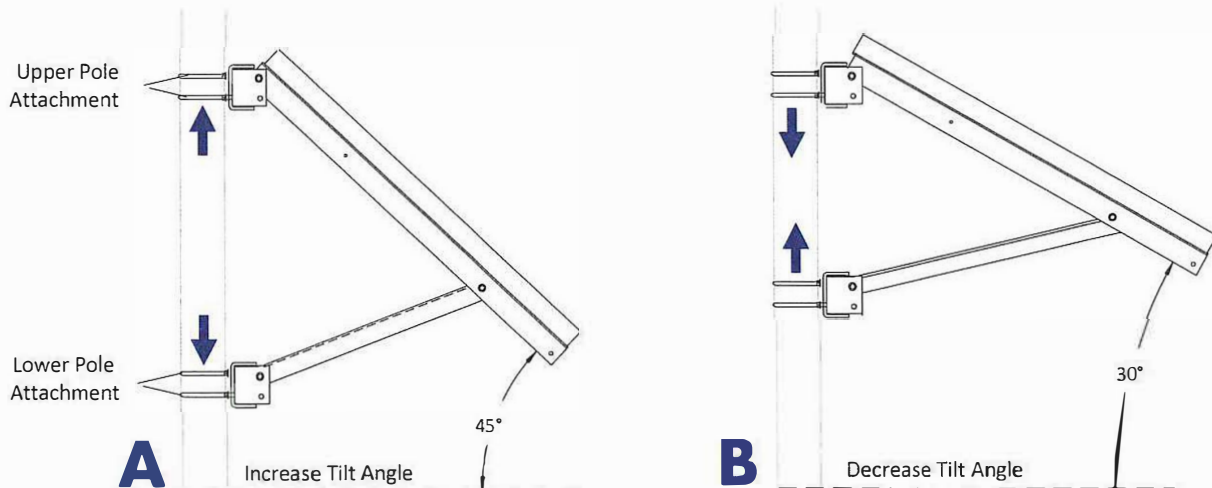
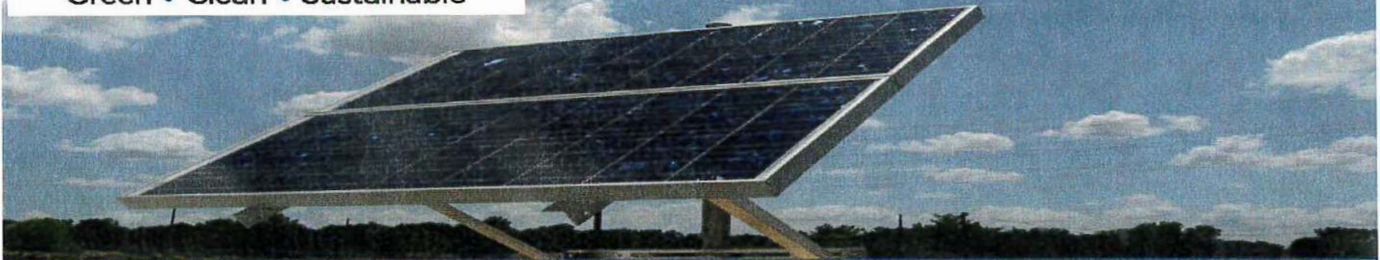


Figure 3. Tilt Angle Adjustments.

Locate array in an unshaded area facing equator and tilted from the horizontal at desired tilt angle (See Table 1).
 Solar arrays in the Northern Hemisphere face South for optimum energy production. Solar Arrays in the Southern hemisphere face North.
 When choosing a site, avoid trees, overhead power lines, buildings or obstructions which could cast shadows on the solar modules.
 This is especially true during the winter months when the arc of the sun is lowest to the horizon.

AMERESCO SOLAR
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SIDE-OF-POLE MOUNTING (SPM) : 2X-SPM-series

Ameresco Solar manufactures and distributes a complete line of mounting kits to accommodate a wide range of off-grid applications. From single module top-of-pole mounts to complex multi-panel arrays, our mounting line has the flexibility to meet your needs.

Our Side-of-Pole Mounts Feature :

Rugged Materials and Construction,
Precision Engineering
and Expert Support



Photographs are intended to portray typical module and mount appearance, actual appearance may vary.

- ① L-Bracket (Foot)
- ② C-Channel (2X4X)
- ③ Legs
- ④ Panel Kit Rail



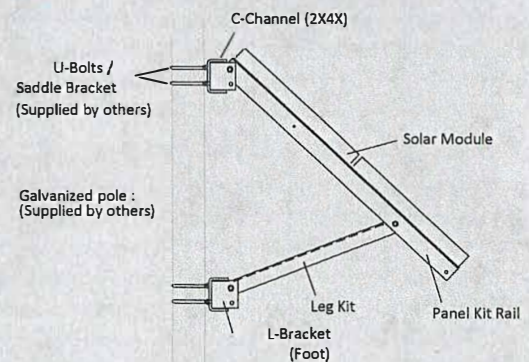
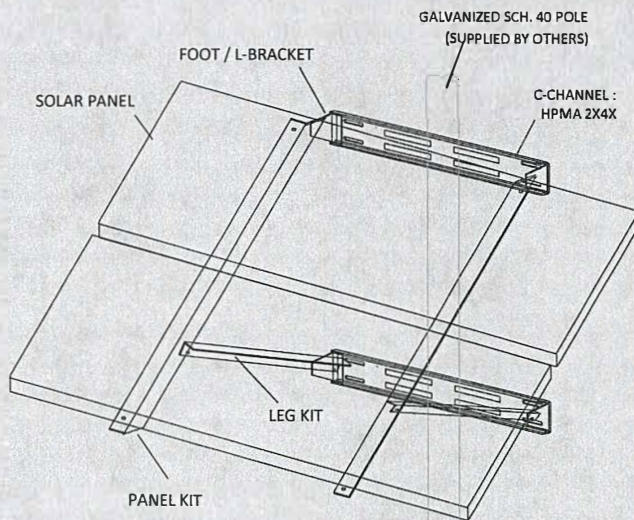
Figure 1. Mounting kit components

Our SPM series kit is constructed of aluminum C-Channels, legs, panel kit rails, L-Brackets and 316 SS fasteners / hardware.

When choosing a site, avoid trees, buildings or obstructions which could cast shadows on the solar modules. This is especially true during the winter months when the arc of the sun is lowest to the horizon.

Table1:

Mounting Kit Hardware		
Qty.	Item	Description
1 Pair	Leg Kit	Aluminum Angle
1 Pair	Panel Kit Rail	Aluminum Angle
1 Pair	C-channel / 2X4X	Slotted C-Channel
4	L-Bracket / Feet	Aluminum Angle
1 Bag	2X-SPM Hardware	316 SS Fasteners



NOTE: All drawings are only for illustration purposes. It is the installer's responsibility to validate foundation parameters prior to installation, as a local geotechnical report may be required to assess ground conditions. We recommend consulting with a local engineer familiar with local regulations and building site requirements, including soil conditions, terrain and load criteria (wind, snow, seismic). All of these parameters may impact foundation requirements.

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Side-of-Pole Mounting (SPM) - Tapered Pole

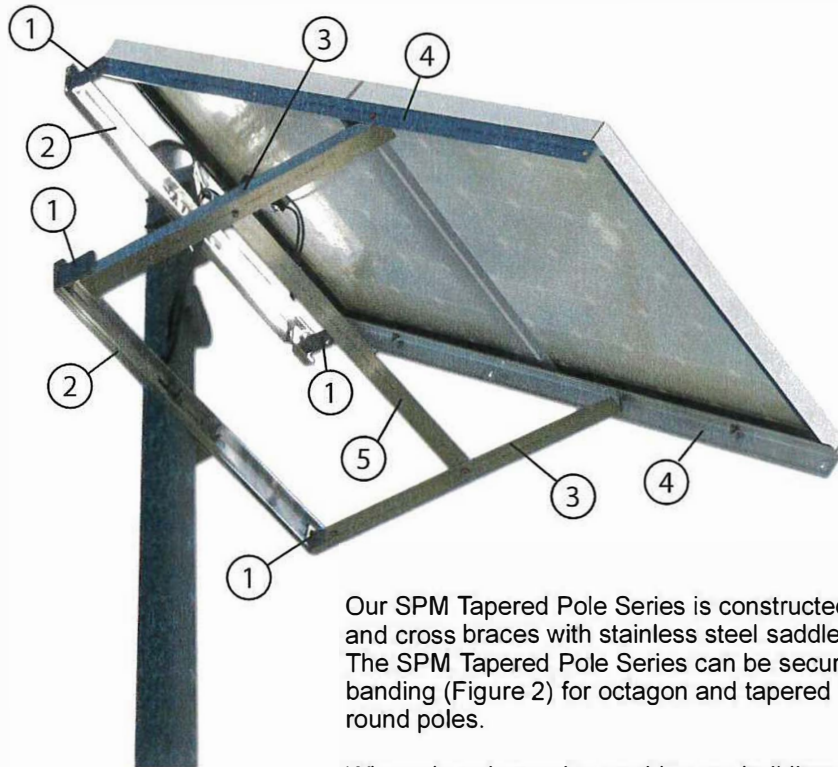
Ameresco Solar manufactures and distributes a complete line of mounting kits to accommodate a wide range of off-grid applications. From single module top-of-pole mounts to complex multi-panel arrays, our mounting line has the flexibility and scalability to meet your needs.



Our Side-of-Pole Mounts For Tapered Poles Feature:

Rugged Materials and Construction,
Precision Engineering
and Expert Support.

Photographs are intended to portray typical module and mount appearance. actual appearance may vary.



- ① L-Bracket (Foot)
- ② C-Channel, 2X4X
- ③ Legs
- ④ Panel Kit Rail
- ⑤ Cross Brace

Our SPM Tapered Pole Series is constructed of aluminum C-Channels, legs, panel kit rails, and cross braces with stainless steel saddle brackets, back plates, and L-brackets (Figure 1). The SPM Tapered Pole Series can be secured to a range of pole types with appropriate banding (Figure 2) for octagon and tapered poles or u-bolt configurations for uniform diameter round poles.

When choosing a site, avoid trees, buildings or obstructions which could cast shadows on the solar modules. This is especially true during the winter months when the arc of the sun is lowest over the horizon.

Figure 1. Mounting kit components

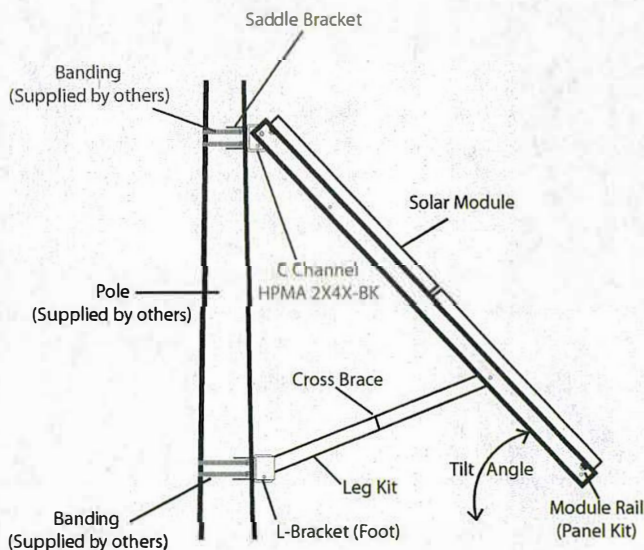


Figure 2. Additional view of mounting kit components

Mounting Kit Hardware		
Quantity	Item	Description
1 Pair	Leg Kit	Aluminum Angle: 2" x 1.5" x ¼"
1 Pair	Panel Kit	Aluminum Angle: 2" x 1.5" x ¼"
1	Cross Brace	Aluminum Angle: 2" x 1.5" x ¼"
4	Foot	Aluminum Angle: 3" x 2" x ¼"
1 Pair	HPMA 2X4X-BK	Square Slotted C-Channel
1 Kit	Saddle Bracket Kit	12 Gauge Stainless Steel
		1- Saddle Bracket (Left)
		1- Saddle Bracket (Left), Backing Plate
		1- Saddle Bracket (Right)
		1- Saddle Bracket (Right), Backing Plate
		1- 12' Slotted Backing Plate
		1- SS Hardware Set: ½" – 13x1 ½"
1 Bag	Hardware	1X SPM Hardware

NOTE: All drawings are only for illustration purposes. It is the installer's responsibility to validate foundation parameters prior to installation, as a local geotechnical report may be required to assess ground conditions. We recommend consulting with a local engineer familiar with local regulations and building site requirements, including soil conditions, terrain and load criteria (wind, snow, seismic). All of these parameters may impact foundation requirements.

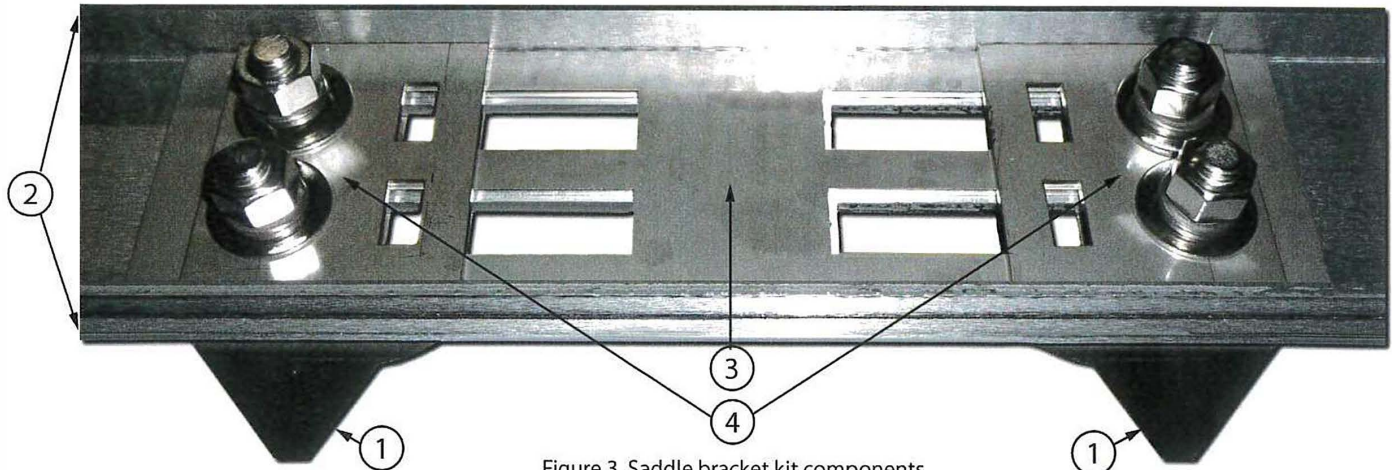


Figure 3. Saddle bracket kit components

Saddle Bracket Kit Assemble (Figure 3)

- Step 1: Mount the Saddle Brackets to the side of the C-Channel facing the pole
- Step 2: Mount the 12" Backing Plate to the side of the C-Channel facing the panel
- Step 3: Mount the Saddle Bracket Backing Plates to the 12" Backing Plate

IMPORTANT:

Use 1/2-13 x 1 1/2" Stainless Steel Hardware Kit
 Use 3/4" x 12 Gauge Banding

- ① Saddle Brackets
- ② C-Channel
- ③ 12" Backing Plate
- ④ Saddle Bracket Backing Plates

Adjustable Saddle Bracket System

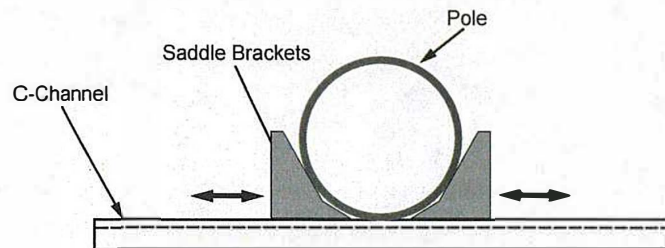
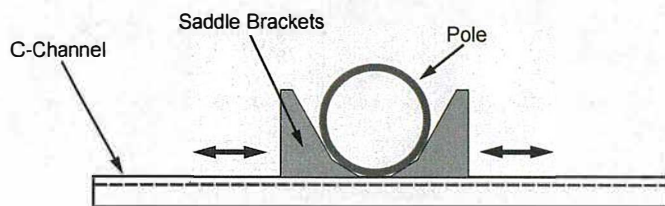


Figure 4. Top view of Adjustable Saddle Bracket System using a standard pole

Our Adjustable Saddle Bracket System is designed to accommodate a range of pole types including standard, tapered (Figure 4), and octagon (Figure 5). In addition, the uniquely engineered saddle brackets are designed to slide along the C-Channel to accept a wide range of pole sizes.

The saddle brackets featured in Figure 4 are designed for round poles. Whereas the notched saddle brackets in Figure 5 are engineered to grip octagon poles.

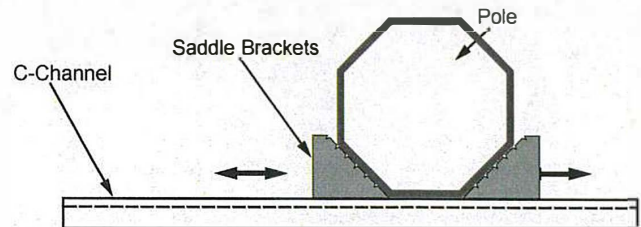


Figure 5. Top view of Adjustable Saddle Bracket System using an octagon pole



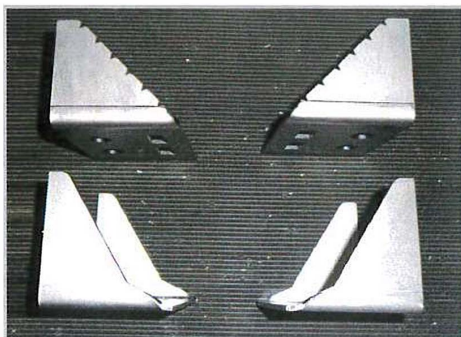
Saddle brackets are mounted on the flat side of the the C-Channel segment and face a standard pole



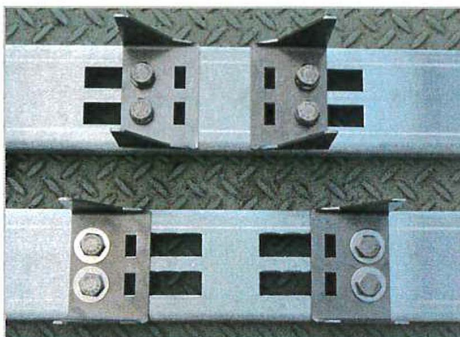
Notched saddle brackets are mounted to the flat side of the C-Channel and banding secures the assembly to an octagon pole



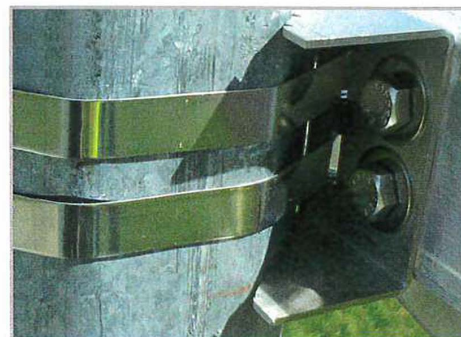
A crew finishes installing an SPM Tapered Pole Series kit



Notched saddle brackets for octagon poles (top of photo) and basic saddle brackets for standard poles (bottom of photo)



Slotted C-Channel segments provide the flexibility to position saddle brackets to accommodate a range of pole types and sizes



The slotted saddle brackets allow the assembly to be banded to the pole

Array Tilt Angle

Solar arrays are most effective when the face of the panel is positioned toward the sun. Solar modules attached to permanent structures should be tilted for optimum winter performance. In general, if the power production is satisfactory in the winter it will be adequate for the rest of the year. The tilt angle (Figure 6) of the module is measured from the panel to the ground (or horizontal position).

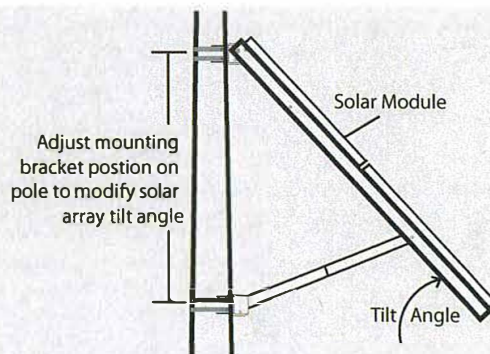


Figure 6. Proper solar panel tilt angle

Site Selection

In most applications, solar arrays should be installed to ensure maximum exposure to sunlight throughout the year. In the Northern Hemisphere, the array should typically face south, and in the Southern Hemisphere, the array should face north. Solar arrays facing away from true South (or North) will lose approximately 10-15% of their output. If the array is off by 60 degrees the power loss may range between 20-30%. Avoid trees, buildings, or other obstructions that may create a shadow.

Recommended Tilt Angles for Fixed Systems (Based on Winter Performance)	
Site Latitude in Degrees	Fixed Tilt Angle
0 – 15	15 °
15 – 25	Same as latitude
25 – 30	Same as latitude +5 °
30 – 35	Same as latitude +10 °
35 – 40	Same as latitude +15 °
40 +	Same as latitude +20 °

SUNSAVER™ SOLAR CONTROLLER

OVER 1.5 MILLION SOLD IN OVER 90 COUNTRIES

- Full Electronic Protections
- Four Stage Battery Charging
- Self-Diagnostics to Detect Critical Faults
- Multi-Color Status LED
- Class 1, Division 2, Groups A-D, Approved for use in hazardous locations



Since the introduction in 1996, more than 1.5 million SunSaver Controllers have set the standard for reliability and performance in demanding oilfield and mining installations in nearly 90 countries around the globe. Today, SunSaver is the world's leading small solar controller for industrial and consumer markets, proven in mission-critical applications where failure is simply not an option.

This third generation SunSaver brings over two decades of advances in software and electronics to the same rugged, hardened design that made the original famous. Own both a legend and the latest in a single product.

KEY FEATURES AND BENEFITS

Extremely High Reliability

- Failure rate of less than 1 per 1,000 shipped (<0.1%)
- 100% solid state. Power MOSFET design
- Manufactured in an ISO 9001 factory
- 100% pre-shipment functional testing

Longer Battery Life

- Series design (not shunt) for cool operation
- Longer battery life through PWM 4-stage charging and temperature compensation
- Sealed or flooded battery select
- Low voltage load disconnect on several versions

Designed for Harsh Environments

- Temperature rating of -40°C to +60°C
- Ideal for Oil/Gas applications. Approved for use in hazardous locations: Class 1, Division 2, Groups A-D
- Tropicalization—hardened for field use with anodized aluminum enclosure, epoxy encapsulation, marine-rated terminals



Easy to Install and Use

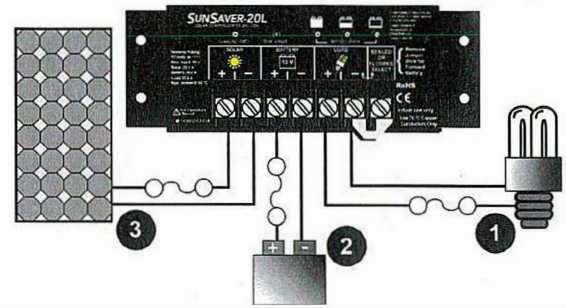
- Factory pre-sets result in no required install settings
- Electronic protections prevent damage from wiring mistakes
- Fully automatic operation and fault recovery
- Additional features include full electronic protections, 3-state battery LED indicators, terminal cover, dead battery recovery, high voltage load protection for sensitive loads

* Wire terminal cover included with every SunSaver

Technical Specifications

Versions	SS-10L-24V, SS-10L-12V, SS-6-12V, SS-6L-12V, SS-20L-12V, SS-10-12V, SS-20L-24V	
Electrical		
Max. PV and load ratings	Shown to the right	
System voltage	12V or 24V	
Min. battery voltage	1 volt	
Regulation voltage	12 volt	24 volt
Sealed battery	14.1 V	28.2 V
Flooded battery	14.4 V	28.8 V
Load disconnect	11.5 V	23.0 V
LVD reconnect	12.6 V	25.2 V
Max. solar voltage		
12V battery	30 volts	
24V battery	60 volts	
Load in-rush capability		
SunSaver-6	45 amps	
SunSaver-10	65 amps	
SunSaver-20	140 amps	
Self-consumption	< 8 mA	
Voltage accuracy	12V: +/- 25 mV (typical) 24V: +/- 48 mV (typical)	
Transient surge protection	1500W per connection	
Mechanical		
Wire size	5 mm ² / #10 AWG	
Weight (unpacked)	0.23kg / 8 oz.	
Dimensions	15.2 x 5.5 x 3.2 cm 6.0 x 2.2 x 1.3 inch	
Environmental		
Ambient temperature	-40°C to +60°C	
Storage temperature	-55°C to +80°C	
Humidity	100% non-condensing	
Tropicalization	Epoxy encapsulation Marine rated terminals Anodized aluminum case	

WARRANTY: Five year warranty period.
Contact Morningstar or your authorized distributor for complete terms.



SunSaver shown with included wire terminal cover.

Specification Summary

Ratings	SS-6/6L	SS-10/10L	SS-20L
System voltage	12V	12V or 24V	12V or 24V
Min. battery voltage	6V	6V	6V
Max. solar voltage	30V	30V or 60V	30V or 60V
Max. solar current	6.5A	10A	20A
Max. load current	6A	10A	20A

Battery Charging

- Charging method: 4 stage series PWM
- Charging stages: Bulk, absorption, float, equalize
- Temperature compensation
 - » Coefficient: 12V: -30mV/°C
24V: -60mV/°C
 - » Range: -30°C to +60°C
 - » Set points: Absorption, float, equalize

LED Indications

- Status LED (1): Charging or not charging
Solar error conditions
- Battery LED's (3): Battery level
Charging stage

Certifications

- Hazardous Locations - Class 1, Div. 2 Groups A-D
- CE, RoHS and REACH Compliant
- UL 1604/ANSI/ISA 12.12.01-2000 (USA) and CSA C22.2 No. 213-M1987 (Reaffirmed 2004) (CANADA) Listed
- ETL Listed: UL 1741 (with terminal cover)*
- FCC Title 47 (CFR), Part 15 Subpart B for Class B Device
- Manufactured in a Certified ISO 9001 Facility

Electronic Protections

- Solar: Overload, short-circuit, high voltage
- Load: Overload, short-circuit, high voltage
- Battery: High voltage
- All: Reverse polarity, high temperature, lightning and transient surges
- Reverse current at night

Transformer Bases

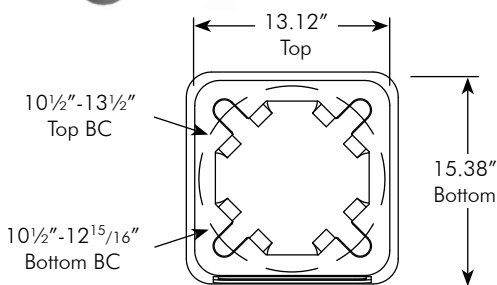


UTILITY PRODUCTS

Transformer Base, TB1-17 Modified, Alum w/ Pelco Door & Galvanized Washers



Hardware Kit Coating
 PB-5538 - -
 Blank=None PNC=Process No Color
 HK=Hardware Kit P__=Paint

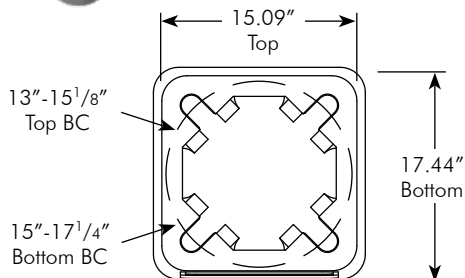


Pelco's TB1-17 Transformer Base stands 17" tall with a 13.12" square top, 15.38" square bottom, and has a 10½"-13½" top bolt circle and 10½"-12¹⁵/₁₆" bottom bolt circle. Comes complete with an aluminum Pelco door w/ latch and 8 heavy duty galvanized steel washers.

Transformer Base , TB3-17, Alum w/ Pelco Door & Galvanized Washers



Hardware Kit Coating
 PB-5555 - -
 Blank=None PNC=Process No Color
 HK=Hardware Kit P__=Paint



Pelco's TB3-17 Transformer Base stands 17" tall with a 15.09" square top, 17.44" square bottom, and has a 13"-15¹/₈" top bolt circle and 15"-17¹/₄" bottom bolt circle. Comes complete with an aluminum Pelco door w/ latch and 8 heavy duty galvanized steel washers.

Note: 1. See Reference Section for available paint colors.



Tulsa Metro

RADAR	COVERAGE COUNT		COUNTY					Proposed Min. Sensor	Distance (ft)	Distance (ft)		APPROXIMATE	
SITE_ID	SITE ID	STATUS	NUMBER	COUNTY	ROUTE	SITE LOCATION	Proposed Radar Pole Location	Mounting Height (ft)	Pole to Near Edge/Lane	Pole to Far Edge/Lane	# Lanes	LATITUDE	LONGITUDE
810142	00660030		66	Rogers	SH 66	TBD later	TBD later	TBD later	TBD later	TBD later	TBD later	TBD later	TBD later
810143	00660034	AF	66	Rogers	I-44/US 412	On I-44/US 412, 0.46 miles west of Creek Turnpike bridge, east of Catoosa.	North side of I-44/US 412, 35' from edge of lane. 413' west of "FOOD - EXIT 240" sign.	TBD	35	213	8	36.163327000	-95.740696000
810144	00720036	AF	72	Tulsa	US 169	On US 169, 0.33 miles north of US Rt 66/E 11 St South.	East side of US 169, 40' from edge of lane. 413' west of "FOOD - EXIT 240" sign.	TBD	40	160	8	36.152887000	-95.860255000
810145	00720068	AF	72	Tulsa	US 412/US 64/SH 51	On US 412/US 64/SH 51, 0.10 miles west of N Union Avenue bridge.	North side of US 412/US 64/SH 51, 35' from edge of lane.	TBD	35	168	8	36.156338000	-96.013113000
810146	00720094	AF	72	Tulsa	US 64	On US 64/Creek TPK, 0.36 miles west of S Mingo Rd bridge.	North side of US 64/Creek TPK, 40' from edge of lane. 328' west of "NEST EXIT - FOOD LODGING" sign.	TBD	40	175	6	36.025366000	-95.874976000
810147	00720113	AF	72	Tulsa	US 169	On US 169, 0.33 miles south of E 86th St N.	West side of US169, 35' from edge of lane. Across from Mingo Aerospace.	TBD	35	122	4	36.269731000	-95.848352000
810148	00720166	AF	72	Tulsa	I-44	On I-44, 0.5 miles west of S Lewis Avenue Bridge.	North side of I-44, 35' from edge of lane. 420' west of "Philbrook Museum NEST RIGHT" sign.	TBD	35	155	8	36.089861000	-95.966774000
810149	00720174	AF	72	Tulsa	US 75	On US 75, 1.3 miles south of W 121st St S, north of Glenpool	West side of US 75, 35' from edge of lane. 0.28 miles south of W131st ST S.	TBD	35	122	5	35.969553000	-96.012043000
810150	00720183	AF	72	Tulsa	US 169	On US 169, 0.22 miles south of E161st St S.	West side of US 169, 40' from edge of lane. 0.20 miles south of overhead sign "Creek TPK/Oklahoma City, E 91st ST S, Creek TPK Broken Arrow"	TBD	40	152	8	36.043015000	-95.859460000
810151	00721460	AF	72	Tulsa	I-244/US 412	On SH 51, just west of Wagoner County line bridge.	North side of SH 51, 40' from edge of lane. 0.14 miles west of County Line Rd/Wagoner County line.	TBD	40	183	9 or 10	36.158911000	-95.973656000

Oklahoma City Metro

RADAR	COVERAGE COUNT		COUNTY					Proposed Min. Sensor	Distance (ft)	Distance (ft)		APPROXIMATE	
SITE_ID	SITE ID	STATUS	NUMBER	COUNTY	ROUTE	SITE LOCATION	Proposed Radar Pole Location	Mounting Height (ft)	Pole to Near Edge/Lane	Pole to Far Edge/Lane	# Lanes	LATITUDE	LONGITUDE
810152	00140006		14	Cleveland	I-44	On I-44, 0.43 miles south of SW 149th St.	West side of road, 40' from edge line. 305' south of "FOOD-EXIT 108A".	TBD	40	128	4	35.313151000	-97.597954000
810153	00140033		14	Cleveland	I-35	On I-35, 0.23 miles north of 12th St in Moore.	East side of road, 30' from edge line.	TBD	30	140	8	35.352131000	-97.494444000
810154	00550002		55	Oklahoma	I-35	On I-35, 0.64 miles south of East Covell Rd.	West side of road, 40' from edge line. 445' south of "GAS-EXIT 141" sign.	TBD	40	126	4	35.672903000	-97.419697000
810155	00550019		55	Oklahoma	I-35	On I-35, 0.56 miles north of E Hefner Rd.	East side of road, 40' from edge line, 222' north of overhead sign "NE 122nd St 1/4, I-44/TPK/TOLL 1, MEMORIAL Rd 2" sign.	TBD	40	158	6	35.587480000	-97.437118000
810156	00550021		55	Oklahoma	SH 74/SH 3/Lake Hefner Parkway	On SH 74/SH 3, 0.12 miles south of NW 56th St Bridge.	West side of road, 40' from edge line. 175' south of "NW 50th St-EXIT ONLY" sign.	TBD	40	170	8	35.525760000	-97.577695000
810157	00550029		55	Oklahoma	I-235	On I-235, 0.56 miles south of NW 50th St bridge.	West side of road, 33' from edge line. 184' south of "EXIT 3" overhead sign.	TBD	33	153	8	35.514466000	-97.516471000
810158	00550041		55	Oklahoma	I-40	On I-40, 0.10 miles west of May Avenue or use 2 radars in the median just east of I-44..	South side of road, 42' from edge of line. 440' west of May Avenue bridge	TBD	42	213	5	35.460635000	-97.570052000
810159	00550061		55	Oklahoma	I-44	On I-44, 0.77 miles south of SW 44th St bridge.	West side of road, 40' from edge line. 0.15 miles south of "EXIT 116A", SW 59th St 1/2 mile, EXIT ONLY" overhead sign.	TBD	40	225	9	35.410279000	-97.578471000
810160	00550071		55	Oklahoma	I-240	On I-240, 0.33 miles west of S Post Rd bridge.	North side of road, 40' from edge line. 448' west of "Stanley Draper Lake Next Right" sign. At mile Marker 12.	TBD	40	163	4	35.389172000	-97.359024000
810161	00550132		55	Oklahoma	SH 74	On SH 74, 0.75 miles south of Coffee Creek Rd.	West side of road, 40' from edge line. 0.23 miles north of Covell Rd.	TBD	40	106	4	35.685634000	-97.584945000

Rural

RADAR SITE ID	COVERAGE COUNT SITE ID	STATUS	COUNTY NUMBER	COUNTY	ROUTE	SITE LOCATION	Proposed Radar Pole Location	Proposed Min. Sensor Mounting Height (ft)	Distance (ft) Pole to Near Edge/Lane	Distance (ft) Pole to Far Edge/Lane	# Lanes	APPROXIMATE LATITUDE LONGITUDE		
810162	00160035	AF Staked 3/06/23	16	Comanche	US 62	On US 62, 0.35 miles west of Post Road.	South side of road, 30' from edge of lane. 0.35 miles west of Post Road. North side of Lawton.	27	27	96	4	34.637774000	-98.395524000	
810163	00090071		9	Canadian	US 281Bus	On US 281Bus, 0.8 miles south of US 281.	West side of road, 35' from edge of lane. 0.8 miles south of US 281. North of Cherokee Trading Post at exit 108.	TBD	35	149	4	35.561870000	-98.284569000	
810164	00090005		9	Canadian	US 81	On US 81, 0.40 miles south of E0950 Rd/164th St NW or 4.2 miles south of SH 3.	West side of road, 43' from edge of lane. 0.40 miles south of E0950 Rd/164th St NW or 4.2 miles south of SH 3.	TBD	43	156	4	35.632764000	-97.959516000	
810165	00210048	AF Staked 2/13/23	21	Delaware	US 412	On US 412, 0.22 miles west of S 0690 Rd or approximately 5.2 miles west of US 59 south in West Siloam Springs.	South side of road, 35' from edge of lane. 0.22 miles west of S 0690 Rd or approximately 5.2 miles west of US 59 south in West Siloam Springs.	32	35	147	4	36.179173000	-94.658986000	
810166	00240022	MS 2/27/23	24	Garfield	US 412	On US 412, 0.67 miles east of SH 74 or 13.75 miles west of I-35 east of Enid.	North side of road, 35' from edge of lane. 0.67 miles east of SH 74 or 13.75 miles west of I-35 east of Enid.	30	35	145	4	36.397864000	-97.574394000	
810167	00460040	AF Staked 2/6/23	46	McIntosh	US 69	On US 69, 1.3 miles S of I-40, 0.64 miles south of E 1080 Rd bridge overpass south of Checotah.	West side of road, 35' from edge of lane. 1.3 miles S of I-40, 0.64 miles south of E 1080 Rd bridge overpass south of Checotah. 0.38 miles south of "Eufaula 12, McAlester 42, Atoka 86 sign".	32	35	147	4	35.440784000	-95.552639000	
810168	00600032	AF 2/27/23	60	Payne	US 177	On US 177, 0.65 miles north of SH 33 south of Stillwater.	West side of road, 35' from edge of lane. 0.65 miles north of SH 33 south of Stillwater.	31	35	95	5	35.995101000	-97.050988000	
810169	00640031	AF Staked 1/10/23	64	Pushmataha	SH 3	On SH 3, 0.72 miles East of 4350 Rd or approximately 8.3 miles east of SH 93 in Rattan.	North side of road, 30' from edge of lane. 0.72 miles East of 4350 Rd or approximately 8.3 miles east of SH 93 in Rattan.	29	30	54	2	34.186125000	-95.278445000	
810170	00680059	AF Staked 2/21/23	68	Sequoyah	I-40	On I-40, 148' west of Greenwood Junction Rd bridge overpass or 0.12 miles west of SH 64D westbound on ramp gore point or 0.51 miles west of Arkansas State Line.	North side of road, 35' to 40' from edge of lane. 148' west of Greenwood Junction Rd bridge overpass or 0.12 miles west of SH 64D westbound on ramp gore point or 0.51 miles west of Arkansas State Line.	31-32	35-40	125 +/-	4	35.448099000	-94.449338000	
		ALTERNATE for Sequoyah 00680059					On I-40, 370' west of Greenwood Junction Rd bridge overpass or 0.16 miles west of SH 64D westbound on ramp gore point or 0.55 miles west of Arkansas State Line.	North side of road, 35' to 40' from edge of lane. 148' west of Greenwood Junction Rd bridge overpass or 0.16 miles west of SH 64D westbound on ramp gore point or 0.55 miles west of Arkansas State Line.	31	35-40	125 +/-	4	35.447927000	-94.450063000
810171	00730024	AF Staked 2/6/23	73	Wagoner	US 69	On US 69, 0.27 miles south of W 60th St or approximately 1 mile south of SH 51B north of Muskogee.	West side of road, 35' from edge of lane. 0.27 miles south of W 60th St or approximately 1 mile south of SH 51B north of Muskogee.	32	35	124	4	35.823638000	-95.402989000	

CONTRACTOR QUESTIONNAIRE

Responding Contractors should provide answers to the following questions and submit this document with their responses.

- 1) The terrain varies from flat to sloped, what experience do you have installing poles under these conditions.
- 2) What is your estimated time to completion for all locations?
- 3) Will you employ subcontractors to complete the work?
- 4) Do you have any concerns with ODOT personnel being on-site during the pole installation?
- 5) Will you have necessary insurance to do the job?
- 6) Will you provide all materials, wiring, mounting hardware, equipment and labor to do the job?
- 7) Will you provide any necessary traffic control?
- 8) Do you have experience installing solar panels, solar regulators and 12 volt batteries?
- 9) Do you have experience installing a pole-mounted control cabinet?
- 10) Will you get utility locates prior to installation of pole and report conflicts to ODOT?

CONTRACTOR QUESTIONNAIRE

11) Will you warranty your work?

12) Do you understand that site locations/descriptions in the RFP are not a promise of work and ODOT's requirements may change?

Contractor Name

Radar Pole Installation

Solicitation # 3450005016

Appendix L

Reference Questionnaire

This form should be completed by three (3) current references for projects of similar scope and scale and not ODOT Projects. Completed reference forms should be returned with bid documents in order to be considered for award of this project.

Reference Completed for: _____

Completed by (Company Name): _____

Completed by (Your Name): _____ Phone #: _____

Signature: _____ **Date:** _____

Questions

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

2. What year(s) were the services performed (example: 2009-2011)?

3. What would you do differently the next time you undertake a similar contract?

4. Explain why you would, or would not, do business with this vendor again.

Using a scale where (0 is Poor, 2 is Fair, 4 is Good, and 5 is Excellent), please complete:

1. How would you rate the quality of the vendor's performance? _____
2. How would you rate the responsiveness of this vendor? _____
3. Did the vendor complete the work within the required timeline? _____
4. Did the vendor maintain communication with you? _____
5. Did the vendor keep you informed of problems that occurred? _____
6. Did you experience any problems with invoicing/billing accuracy? _____
7. Were any problems experienced dealt with to your satisfaction? _____
8. Was this vendor flexible in meeting your requirements? _____

Radar Pole Installation

Solicitation # 3450005016

Appendix M

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

Contractor (Name & Address):

Surety (Name & Principal Place of Business):

Owner: Purchasing Division
Oklahoma Department of Transportation
State of Oklahoma
200 NE 21st St, Room 3C6
Oklahoma City, Ok 73105

Construction Contract

Date:

Amount: \$

Description (Name & Location):

Bond:

Date (Not earlier than construction contract date):

Amount: \$

Contractor (Representative)

Surety (Representative)

Signature: _____

Signature: _____

Name & Title:

Name & Title

Agent or Broker:

Owner's Representative:

Name and Title:
(Name, Address & Phone Only)

Name and Title:
(Architect, Engineer or other party)

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 1.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 1.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

- 4.2.3 Not having paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under the Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
 6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
 - 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
 - 6.2 Pay or arrange for payment of any undisputed amounts.
 7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
 8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond subject to the Owner's priority to use the funds for the completion of the work.
 9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
 10. No suit or action shall be commenced by a claimant under this Bond other than in a court of competent jurisdiction or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the

minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice of Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that the Bond shall be construed as a statutory bond and not as a common law bond.
13. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. DEFINITIONS

14.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of the Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

Contractor (Name & Address):

Surety (Name & Principal Place of Business):

Owner: Purchasing Division
Oklahoma Department of Transportation
State of Oklahoma
200 NE 21st St, Room 3C6
Oklahoma City, Ok 73105

Construction Contract

Date:

Amount: \$

Description (Name & Location):

Bond:

Date (Not earlier than construction contract date):

Amount: \$

Contractor (Representative)

Surety (Representative)

Signature

Signature

Name & Title: Agent or Broker
(Name, Address, & Phone Only)

Owner's Representative
(Architect, Engineer or other party)

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligations under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. The Surety's obligation under this bond may arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than ten (10) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor's Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than seven (7) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions.
 - 4.1 Arrange for a Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the

- Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
- 4.4.1 After investigation, determine the amount for which may be liable to the Owner, and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fourteen (14) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages of the Construction Contract, the Surety is obligated without duplication for:
- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performances or non-performance of the Contractor.
7. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
9. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provisions in this Bond conflicting with said statutory or legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

10. DEFINITIONS

10.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

10.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

10.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise comply with the terms of the Construction Contract.

10.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.

Statutory Defect Bond

61 O.S. 1991, Section 113 (B)(3)

Know all men by these presents;

That _____, as Principal and _____ a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as surety, are held and firmly bound unto the State of Oklahoma in the penal sum of _____ Dollars (\$ _____) in lawful money in the United States of America, said sum being equal to one hundred percent (100%) of the Contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrator, trustees, successors, and assigns jointly and severally, firmly by these presents:

The condition of this obligation is such that:

Whereas, said Principal entered into a written contract with the State of Oklahoma, dated _____, for _____.

ODOT Solicitation # 3450005016 all in compliance with the plans and specifications; therefore, made a part of said contract and on file in the Department of Transportation, Purchasing Division, 200 NE 21st St, Room 3C6, Oklahoma City, OK 73105.

Now therefore, if said Principal shall pay or cause to be paid to the State of Oklahoma all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after the acceptance of said project by the State of Oklahoma; then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is expressly agreed and understood by the parties hereto that no charges or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

In witness whereof, the said Principal has caused these present to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these present to be executed in its name and its corporate seal to be hereunto affixed by its attorney in fact, duly authorized so to do, the day and year set forth below.

Date this _____ day of _____, 20_____.

Principal: _____
By (Title): _____

Attest: _____

Surety: _____
(Attorney in fact)

By:
Name:
Address:
City: State:
Zip Code: Telephone #:

Proposer Certification Form

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

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

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

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

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

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

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

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

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

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

Name	
Title	
Mailing Address	
Office Phone Number	
Cellphone Number	
Fax Number	
Email Address	

Date:

Signature:

Print Name and Title of Person Signing Above:

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
RADAR POLE INSTALLATION CONTRACT NO. 20-SPR-0016 / 01946(74)
STATUTORY CERTIFICATION**

_____, of lawful age, hereby certifies under the laws of the United States and the State of Oklahoma, states:

1. (S)he is the duly authorized agent of _____, the Contractor under the Contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract;
3. Neither the 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 the Contract to which this statement is attached;
4. That the Contractor has registered and fully participates in the Status Verification system, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor; and

The Contractor further certifies that no person who has been involved in any manner in the development of that Contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said Contract.

If this Contract is for professional services and if the final product is a written proposal, report, or study, the Contractor further certifies that (s)he has not previously provided the state agency with a final product that is a substantial duplication of the final product of the proposed Contract.

Signature

Date

Printed Name

Title

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. 20-SPR-0016 / 01946(74)
ATTACHMENT D1
US DOT CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The Prospective Participant, _____, (Vendor), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report lobbying", in accordance with its instructions.
3. The vendor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. 20-SPR-0016 / 01946(74)
ATTACHMENT D2
US DOT CERTIFICATION OF ELIGIBILITY**

The Prospective Participant, _____, (Vendor), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, states:

a) That he or she is the Prospective Participant or fully authorized agent of the Prospective Participant in this project which involves federal funding, and has full knowledge and authority to make this certification.

b) That, except as noted below, _____
(Prospective Participant)
or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or accountant, project superintendent, or any person in a position involving the administration of federal funds:

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and
- c. does not have a proposed debarment pending; and
- d. has not had any public transaction (federal, state, or local) terminated within the preceding three (3) years for cause or default; and
- e. has not been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years, except:

(IF NONE, SO STATE BY ENTERING THE WORD NONE). For any exception noted, indicate on the reverse side of this page to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. 20-SPR-0016 / 01946(74)
ATTACHMENT D3
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
ASSURANCES

(hereinafter referred to as the Vendor) HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives to the end that, in accordance with the Act, regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration; and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Subsection 21.7(a) (1) of the Regulations, a copy of which is attached.

More specifically and without limiting the above general assurance, the Vendor hereby gives the following specific assurances with respect to its Federal-aid Highway Program:

1. That the Vendor agrees that each "program" and each "facility," as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted or will be (with regard to a "facility") operated in compliance with all requirements imposed by or pursuant to the Regulations.
2. That the Vendor shall insert the following notification in all solicitations for bids for work or materials subject to the regulations made in connection with the Federal-aid Highway Program and, in adapted form, in all proposals for negotiated agreements:

in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, sex, age, national origin, religion, disability/handicap, or income status in consideration for an award.

3. That the Vendor shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the clauses of Appendix B of this assurance shall be included, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Vendor receives federal financial assistance to construct a facility or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Vendor receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Vendor shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Vendor with other parties (a) for the subsequent transfer of real property acquired or improved under the Federal-aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal-aid Highway Program.
8. That this assurance obligates the Vendor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein, or structures or improvements thereon; in which case the assurance obligates the Vendor or any transferee for the longer of the following periods: (a) the period during which the property used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; of (b) the period during which the Vendor retains ownership or possession of the property.
9. The Vendor shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he or she delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, vendors, sub-contractors, transferees, successors in interest; and other participants of federal financial assistance under such program will comply with all requirements imposed by or pursuant to the Act, the Regulations, and this assurance.

10. The Vendor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Vendor by the Department of Transportation under the federal-aid Highway Program and is binding on it, other recipients, sub-grantees, vendors, sub-contractors, transferees, successors in interest, and other participants in the federal-aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Vendor.

Attachments:
Appendices A, B, C, and D

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes Vendors) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor (hereinafter includes Vendors) with regard to the work performed by it during the contract, shall comply with the Americans with Disabilities Act Non-Discrimination Clause referenced at <https://www.ok.gov/odot/documents/ADA%20Clause.pdf> and will not discriminate on the grounds of race, color, sex, age, national origin, religion, disability/handicap, or income status, in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the Grantee will accept title to the lands and maintain the project constructed thereon in accordance with the Consolidated and Further Continuing Appropriations Act, 2013 (Pub. L. 113-6, March 26, 2013), the Regulations for the Administration of FY 2013 TIGER Discretionary Grant Program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Grantee all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Grantee and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Grantee, its successors and assigns.

The Grantee, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person on the grounds of race, color, sex, age, national origin, religion, disability/handicap, or income status shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Grantee will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the

absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.

APPENDIX C

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Grantee pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
 - A. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Grantee will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Grantee and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

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

Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and vendors, whether such programs or activities of the Federal-aid recipients, sub-recipients and Vendors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § § 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. 20-SPR-0016 / 01946(74)
ATTACHMENT D4
DRUG FREE WORKPLACE**

1. The Vendor, _____, certifies that (s)he will continue to provide a drug free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing an ongoing drug free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Vendor's policy of maintaining a drug free workplace;
 - iii. Any available drug counseling, rehabilitation and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee that will be engaged in the performance of the project be given a copy of the statement required by paragraph a;
 - d. As a condition of employment under the project, the employee will:
 - i. Abide by the terms of the statement, and;
 - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

- e. Notifying the Department and the Federal Highway Administration in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal Highway Administration has designated a central point for the receipt of such notices. Notice shall include the identification numbers of each affected project.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted.
- g. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973; as amended, or;
- h. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- i. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
CONTRACT NO. 20-SPR-0016 / 01946(74)
ATTACHMENT D5
DISADVANTAGED BUSINESS ENTERPRISES POLICY STATEMENT**

1. It is the policy of the Department to ensure that Disadvantaged Business Enterprises (D.B.E.) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently the D.B.E. requirements of 49 CFR Part 26 applies to this Contract. These provisions apply to all federal-aid projects, regardless if there is a DBE goal.
2. The Department or its Vendor which are recipients of Federal-aid funds agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and sub-contracts financed in whole or in part with federal funds provided under this Contract. In this regard, the Department and its Vendors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.
3. The Vender must follow the requirements outlined in the DBE Program Manual, located at [https://www.ok.gov/odot/Doing_Business/Civil_Rights/Civil_Rights - Publications, Posters and Brochures.html](https://www.ok.gov/odot/Doing_Business/Civil_Rights/Civil_Rights_-_Publications,_Posters_and_Brochures.html).
4. Failure to carry out the requirements set forth above shall constitute a breach of Contract, and, after the notification of the Department, may result in termination of the Contract by the Department or other such remedy as the Department deems appropriate.

