1. Solicitation #: AC0028
2. Solicitation Issue Date: 10/14/2021

3. Brief Description of Requirement:

This RFP is for the creation of a Statewide Radio Strategic Plan.

Questions may be submitted until 5:00 PM CST Tuesday, 11/02/2021 with responses made available no later than Tuesday, 11/09/2021.

Responses are to be submitted to ODOT via email to lbybee@odot.org. Subject line of email should include the Solicitation AC0028 and Response Due Date (Thursday, 12/2/21; 3:00 PM CST).

4. Response Due Date: 12/02/2021 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

U.S. Postal Delivery Address: __________________________

Common Carrier Delivery Address: __________________________

Electronic Submission Address: lbybee@odot.org

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

☐ Invitation to Bid
☒ Request for Proposal
☐ Request for Quote

7. Contracting Officer:

Name: Laura Bybee
Phone: (405) 628-4034
Email: lbybee@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 #** AC0028

2. **Bidder General Information:**
   - FEI / SSN: ________________________
   - Supplier ID: ______________________
   - Company Name: ______________________

3. **Bidder Contact Information:**
   - Address: ____________________________
   - City: __________________ State: ___ Zip Code: ___________
   - Contact Name: ______________________
   - Contact Title: ______________________
   - Phone #: __________________ Fax #: ___________
   - Email: __________________ Website: __________________

4. **Oklahoma Sales Tax Permit:**
   - ☐ YES – Permit #: ____________
   - ☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

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

6. **Workers’ Compensation Insurance Coverage:**
   - Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers’ Compensation Act.
   - ☐ YES – Include with the bid a certificate of insurance.
   - ☐ NO – Exempt from the Workers’ Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.⁴

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³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see [https://www.ok.gov/tax/Businesses/index.html](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](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 #: AC0028
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

_________________________________________
Phone Number

_________________________________________
Fax Number

Printed Name

Title

Email

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A. GENERAL PROVISIONS

A.1. Definitions

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

A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;

A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.

A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;

A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;

A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and

A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, included with this packet, and any other forms required by the solicitation.

A.2.2. Bids shall be submitted to the procuring agency electronically via email to the buyer listed in this solicitation. This will still remain a sealed bid and no attachments will be opened until bid closing.

A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", included with this packet, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. The bidder is required to submit an electronic copy.

A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

A.3.1. If an "Amendment of Solicitation", if included later with this packet, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.

A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

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

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

By submitting a response to this solicitation:
A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

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

A.7. Open Bid / Open Record

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

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

A.8. Late Bids

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

A.9. Legal Contract

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

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

A.9.2.1. Any Addendum to the Contract;

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

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

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

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.
A.10. Pricing

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

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

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

A.11. 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.


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

B.1. Contract Period

B.1.1. The initial contract will commencing upon full execution of the contract through June 1, 2022.

B.1.2. The contract may be extended upon mutual agreement at ODOT’s discretion.

B.2. Type of Contract.

B.2.1. This is a firm fixed price contract.

B.3. Form of Contract Agreement

B.3.1. A contract is to be used as the agreement between the Oklahoma Department of Transportation (Department) and the successful Contractor.

B.4. Prompt Payment Discounts.

B.4.1. Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

B.5. Gratuities.

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


B.6.1. By submitting a response to this solicitation, the offeror attests that the supplies or services conform to specified contract requirements.

B.7. Indemnification and Hold Harmless Clause

B.7.1. The Contractor shall indemnify and save harmless ODOT, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against ODOT, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any part 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 on account of any negligence in operation, or any improper material or equipment used, or by or on account of any fact 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 cost and all other expenses incurred in the investigation and defense of any claim or suit.

B.8. Travel

B.8.1. No reimbursable travel is contemplated under the terms of this contract.

B.9. Civil Rights Act of 1964

B.9.1. The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. 252, 42 U.S.C. 200d et. Seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 – “Nondiscrimination in federally assisted programs of the Department of Transportation – effectuation of Title VI of the Civil Rights Act of 1964”.

B.10. Equal Employment Opportunity

B.10.1. 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 the 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.

B.11. Assignment

B.11.1. The Contractor shall NOT sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of ODOT. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 80% of the total contract cost, except that any items designated in the contract as “specialty items” may be performed by sub-contract and the cost of any such “specialty items” so performed sub-contract may be deducted from the total cost before computing amount of work required to be performed by the Contractor with his own organization. For this contract, “specialty items” will be defined to include the following
activities: 1) Construction signing and traffic control and 2) Joint sealing. Request for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and accompanied by a statement showing that the organization which will be performing the work is particularly experienced and equipped for such work. No subcontracts, or transfer of contract, shall in any case release the Contractor of his liability under the contract and bonds.

B.12. Cure Cause & Breach of Contract

B.12.1. Upon written notification from requesting agency concerning the Contractor’s failure to perform up to contract specifications, the Contractor shall have three (3) calendar days to cure said deficiency and document cure to requesting agency. Three such occurrences within the contract period shall be deemed breach of contract by the Contractor and cause for ODOT to cancel this contract on seven (7) Days written notice to the Contractor. In the event of cancellation of this contract, the Contractor agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation has been made.

B.13. Work Overload Clause

B.13.1. Should circumstances be such that the Contract is unable to keep up with the work demand in a timely manner, at no fault of the Contractor, then ODOT reserves the right to seek additional services of other contractors. Such action shall not nullify this contract.

B.14. Negotiations

B.14.1. The offeror is advised that under the provisions of this Request for Proposal, ODOT reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. ODOT may negotiate if deemed necessary, and will determine the scope and subject of any negotiations. However, the Offeror should not expect that ODOT will negotiate to give the Offeror an opportunity to strengthen its proposal. Therefore, the Offeror must submit its best offer based on the terms and condition set forth in this solicitation. If such negotiations are conducted, the following conditions shall apply.

B.14.2. Negotiations may be conducted in person, in writing, or by telephone.

B.14.3. Negotiations will only be conducted with potentially acceptable proposals. The Central Purchasing Division reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase. All offeror’s involved in the negotiation process will be invited to submit a best and final offer.

B.14.4. Terms, conditions, prices, methodology, or other features of the offeror’s proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror 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 proposal.

B.14.5. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless ODOT determines that a change in such requirements is in the best interest of the ODOT.

B.15. Authority for Solicitation

B.15.1. ODOT is issuing this solicitation in accordance with Oklahoma State Statute, Title 74, Chapter 4, Section 85.12.B.3

C. SOLICITATION SPECIFICATIONS

C.1. Purpose of the Contract

C.1.1. The State of Oklahoma by and through the Land Mobile Radio Public Safety Interoperability Cooperative (LMRPSIC) is soliciting proposals for professional consulting services for the development of a Strategic Plan that will assess, quantify and provide prioritized recommendations regarding the development and implementation of a statewide interoperable radio system for public safety communications.

The consultant must have expertise in the field of public safety Land Mobile Radio (LMR) communications, both operability and interoperability and backhaul interconnections for radio systems, to provide technical and analytical support to the State and its public safety stakeholders. This support includes:

C.1.1.1. An assessment of current systems in Oklahoma, many of which are owned by local and tribal jurisdictions,

C.1.1.2. A comparison of similar systems in other states (size and technology),

C.1.1.3. A recommendation for equipment upgrades or replacement,

C.1.1.4. Interoperability Gateways

C.1.1.5. Sustainability model, and

C.1.1.6. Fiscal impacts. The consultant must be familiar with interoperability criteria and technologies in public safety environments. The consultant must also have knowledge of available technology, installation and maintenance for systems and equipment options.
C.1.2. It is understood by the proposers that, if awarded a contract through this RFP, the deliverable completed by the awarded contractor for these services will be utilized by the State and its Political Subdivisions as part of the scope of services for the resultant goods or services solicitation required to implement the project.

C.2. Background

C.2.1. Legislation

In 2009, the Oklahoma Legislature through Senate Bill 1153 established the Oklahoma Office of Homeland Security (OKOHS) as the agency responsible for interoperable public safety communications planning (SCIP) for the State of Oklahoma. The OKOHS and the Statewide Interoperability Coordinator are also responsible for radio communication equipment minimum standards and protocols for state level purchases as well as assisting state and local public safety entities with frequency coordination.

In 2016, Senate Bill 1112 created the Land Mobile Radio Public Safety Interoperability Cooperative (LMRPSIC) initially consisting of the Cabinet Secretaries of Safety and Security, Transportation, and Finance, Administration and Information Technology. The focus of the Cooperative is to unify, stabilize and enhance the infrastructure and capabilities for land mobile radio public safety system communications for the State of Oklahoma by collaborating with other public agencies and interested parties having public safety communication requirements and resources. The Cooperative is tasked with establishing a governance model for determining priorities, leveraging state-owned infrastructure, identifying existing and new resources and directing new investments toward a statewide fully operational and interoperable public safety radio communications system(s). This is to be accomplished in support of the duties and responsibilities of the OKOHS and Office of Management and Enterprise Services (OMES).

House Bill 2319 (pending legislation 2021) directs the LMRPSIC to design and implement a strategic plan for a statewide interoperable radio communications system in collaboration with all state agencies, political subdivision entities and others that manage or maintain a public safety radio system in this state. The plan is to include any statutory changes and funding necessary to implement and maintain the system.

C.2.2. Current State of Land Mobile Radio in Oklahoma

Public Safety radio communication in Oklahoma is a combination of VHF (150-160MHz) conventional systems, UHF (450-470MHz) systems, and P25 700/800MHz trunked radio systems. The 700/800 MHz systems cover most of the “population” of Oklahoma. The VHF conventional systems cover the majority of the “geography” of Oklahoma. The few UHF systems in use are isolated to specific jurisdictions or agencies. The 700/800 MHz systems are owned and operated by state agencies and larger municipalities, and one is owned by a tribal nation. The State of Oklahoma owns and operates multiple conventional VHF systems within individual agencies. Remaining VHF systems serving rural Oklahoma are funded and operated locally and are not state-owned assets. There are also several DMR systems and other non-P25 digital systems in operation by rural public safety entities that are locally funded.

C.2.3. Existing 700/800 MHz Public Safety Systems

C.2.3.1. OKWIN – The Oklahoma Department of Public Safety (DPS) along with other State, local and tribal entities own and manage the system. DPS also operates a 700MHz Vote-scan system in the SE, NW and Panhandle regions.

C.2.3.2. City of Broken Arrow – P25 Phase 2 System; includes local agencies from the surrounding areas.

C.2.3.3. City of Oklahoma City – P25 Phase 2 System; includes local agencies from the surrounding areas.

C.2.3.4. City of Norman – P25 Phase 2 System

C.2.3.5. OMACS – Citizen Potawatomie Nation, Midwest City, McClain Co, OU Health Sciences Center

C.3. Project Goal

C.3.1. The goal of this project is to develop a strategic plan for implementing a sustainable statewide interoperable LMR solution that will support daily and interoperable mission critical communications among public safety agencies, first responders and other incident response groups. This may include gateway devices for emergency communications with first responder entities that choose to remain on existing systems for daily operations. The Strategic Plan will include an assessment of current radio system technologies and infrastructures being used by federal, state, local, and tribal agencies and will include system needs and recommendations for a statewide solution using a hybrid approach (system of systems). The plan shall include estimated one-time capital investment costs that include subscriber units for those jurisdictions being moved to new systems. The Plan will include estimated maintenance and operations costs and future sustainability recommendations that will be used by the State and its strategic partners as a roadmap towards building a statewide interoperable public safety radio system.

C.3.2. The Strategic Plan will also include recommendations for managing the operation of the “Statewide Radio System” in the future. Include a governance model based on the recommendations.
C.4. Project Milestones

C.4.1. Milestone 1: Mobilization/ Contract Award

C.4.2. Milestone 2: Project Kick-off Meeting

C.4.3. Milestone 3: Discovery & Analysis (BOP to 3 months)

C.4.4. Milestone 4: First Review - 30% completion of the Strategic Plan

C.4.5. Milestone 5: Second Review - 60% completion of Strategic Plan

C.4.6. Milestone 6: Final Review - 90% completion of Strategic Plan

C.4.7. Milestone 7: Final Strategic Plan document

C.5. Scope of Work – Description and Deliverables

ITEM 1: Project Administration and Coordination

C.5.1. The selected consultant shall be responsible for project administration and coordination of all efforts related to executing each Item 1 through 3.

C.5.2. Staffing Plan - that will include contractor staff resources to facilitate the completion of this project. Plan must document project items, functional roles and responsibilities, low confidence estimates for item hours, and when possible, the staff resource assigned to the item.

C.5.3. Project Schedule - develop, review, and modify a Project Schedule that will identify a timeline for which the project items will be completed. This project schedule needs to display the work in a timeline form in accordance with the established milestones in C.4.

C.5.4. Administrative Support – Prepare the work scope, schedules, budgets, progress reports, and invoicing over the course of the project.

C.5.4.1. Coordinate and schedule meetings and locations during normal business hours in the Central Time Zone

C.5.4.2. Develop meeting agendas

C.5.4.3. Prepare and assemble meeting materials

C.5.4.4. Document minutes and notes

C.5.5. Meetings – Consultants to meet with the LMRPSIC Technology Subcommittee in person once a month and biweekly through MS Teams.

C.5.6. Reports and Documentation - The selected consultant shall prepare and submit Monthly Progress Reports that must include at a minimum:

C.5.6.1. Description of items undertaken and the percentage of each item that has been completed to date; when appropriate, summaries of analyses and assessments in progress or completion.

C.5.6.2. Items scheduled to be undertaken in the following month.

C.5.6.3. Issues or problems encountered that might impact the work schedule or the successful completion of items, and the steps taken by the selected consultant to resolve those problems.

C.5.6.4. Schedule changes and reason for change

C.5.6.5. Other relevant events or information as applicable.

C.5.7. Progress Reports must be submitted with invoice unless otherwise stipulated in the Contract.

C.5.8. Document management and communications

C.5.8.1. The contractor shall make available a MS SharePoint site or equivalent that is authorized by ODOT to be used for document management, communications, and team collaboration.

ITEM 2: Discovery and Analysis

C.5.9. Provide an analysis of current operations, infrastructure, equipment, technology, and financial support for the multiple existing public safety radio systems in Oklahoma, most of which are locally/agency funded. Discovery and analysis to include traditional FCC license search and meetings with subject matter experts and stakeholders throughout Oklahoma. Determine existing key legislative issues or changes to be addressed.

C.5.10. Deliverables: The analysis results will be documented in a Findings Report that will serve as the basis for recommendations and development of a Strategic Plan. The Findings Report is due 3 months from contract start date. Monthly progress reports and drafts will be required.

ITEM 3: Develop Strategic Plan
C.5.11. Provide recommendations for implementing a statewide interoperable radio solution for public safety agencies, first responders and other incident response groups. Include examples of other State's successful statewide radio systems of similar scope and size. Recommend solutions that address interoperability with existing system users not joining the State system or that will integrate these existing users with the proposed State system (creating a System of Systems). Include recommendations for oversight and authority of the State system, staffing, SOPs, funding, etc.

C.5.12. Work Description “A”

Develop a Strategic Plan based on the Findings Report from Item 2: Discovery and Analysis; for a Statewide Interoperable Public Safety LMR solution that includes the following components:

C.5.12.1. Infrastructure and Equipment – Based on the status of Oklahoma’s systems and infrastructure, provide a recommendations plan to determine how existing systems and infrastructure can be used as a framework for implementing a statewide interoperable solution to meet the needs of public safety and other first responders in both urban and rural locations. Include any challenges and limitations caused by frequency availability, site availability, infrastructure condition/age, lack of fiscal support, etc. Provide an implementation strategy and include all associated capital costs.

C.5.12.2. Integration – Recommend options that would integrate current conventional and trunked radio systems with the proposed State system and include technology components required and associated costs.

C.5.12.3. Governance – Recommend a governance model and formation of a governance body (Authority or Committee) with no more than 7 voting members.

C.5.12.4. Personnel Levels – Recommend a staffing level approach that will allow the State System to meet the Strategic Plan’s recommended level of service. Define elements of the approach such as outsourcing and/or in-house, Service Level Agreements, MOU’s, etc.

C.5.12.5. System Maintenance and Practices – Recommend routine maintenance and replacement schedule with estimated costs to sustain the State’s portion of the infrastructure and subscriber units.

C.5.12.6. Funding Model – Recommend a financial business model that will address the funding mechanism for the anticipated operations and recapitalization costs of the State’s integrated system. Ascertain non-grant funded financial source for system sustainability.

C.5.12.7. Integration Lab – Determine the feasibility, by developing a plan and a funding model for an integration lab that would provide a proof of concept between ISSI and other bridging technologies to bridge between P25 trunked radio systems and legacy analog and non-P25 digital technologies, most notably DMR and Nexedge™.

C.5.13. Work Description “B”

Final Strategic Plan to achieve the goals of the State of Oklahoma, per the work description above.

D. EVALUATION

D.1. Evaluation Criteria

D.1.1. This solicitation will be evaluated with Best Value criteria in accordance with Title 74, Chapter 4, Section 85.2.2. Criteria will include, but not be limited to: Cost, Qualifications/Experience, Understanding of Project Objectives, and Proposed Work Plan and Deliverables. The order in which criteria is listed does not establish priority.

D.2. Evaluation Process

D.2.1. The responses received as a result of this solicitation will be reviewed in a two-step process:

D.2.1.1. Responses will initially be reviewed by the evaluation team

D.2.1.2. Responses will then be forwarded to the LMRPSIC for final award recommendation.

E. INSTRUCTIONS TO BIDDER

E.1. Important Dates

E.1.1. Questions must be submitted in writing to: lbybee@odot.org by Tuesday, November 2, 2021 at 5:00pm CST

E.1.2. Answers to questions submitted will be posted to the ODOT website by Tuesday, November 9, 2021

E.1.3. As listed on the front page, responses are due by Thursday, December 2, 2021 at 3:00pm CST

F. DELIVERABLES

Response should contain the following sections:

F.1. Executive Summary – should contain the following items
F.1. Briefly describe your business organization, experience, and qualifications in relation to providing services required in this RFP.

F.1.2. Summarize in a brief and concise manner, your understanding of the Scope of Work. Describe the proposed methodology for performing the described services. Highlight the distinguishing characteristics of your proposal.

F.2. Qualifications, Experience and References

F.2.1. Briefly describe your firm’s background and history. State organization’s size: local, regional, national, and international, in relation to providing services requested in this RFP. State the location of the office from which this engagement will be serviced, and the range of activities performed at that office.

F.2.2. Provide a statement of the length of time you have been in business supplying the services referenced herein and experience in serving governmental entities.

F.2.3. Demonstrate your firm’s capability and evidence of your experience providing services equal to or greater in scope than those requested in this RFP.

F.3. Project Team.

F.3.1. Identify key staff (names and titles) and affiliates who would become directly responsible for the various aspects of the contract, if awarded. Identify who would be contract manager(s) from your company (cannot be from affiliate).

F.3.2. Resumes of all staff proposed to be involved in this project. This should include the proposed role and estimated amount of time to be spent on this project for each person identified. A principal or partner-level individual shall be the contact provided for all service and billing issues. Include a brief statement of the availability of key assigned personnel of the team.

F.3.3. Describe proposed organizational structure for the team involved in the execution of the contract, their role, reporting responsibilities, team interface with State project management and estimated time commitment (in hours) for each team member. Include a brief statement of the availability of key assigned personnel of the team.

F.4. Qualifications and Experience

Describe your qualifications, knowledge, or expertise as they relate to each of the following:

F.4.1. Provide at least three example communication system analysis your organization has performed on systems of similar scope and size.

F.4.2. Identify and describe at least three Strategic Planning projects of similar scope and size your firm has completed.

F.4.3. Identify and describe your experience in design and implementation of statewide public safety communication networks that support VHF/UHF and/or 700/800 MHz trunked and conventional interoperability.

F.4.4. Describe your experience and knowledge of the following:

F.4.4.1. VHF/UHF/700 & 800 MHZ Radio (including Analog and non-P25 digital)

F.4.4.2. APCO P25 Conventional Systems

F.4.4.3. P25 Digital Trunked Radio Systems

F.4.4.4. Shared Radio Systems

F.4.4.5. Network Communications

F.4.4.6. Strategic Planning

G. REFERENCE DOCUMENTS

G.1. Statewide Communications Interoperability Plan (SCIP) -2020 – Attachment “A”


H. PRICE AND COST

H.1. Pricing

H.1.1. Pricing to be provided as total cost to provide report.