



1. Solicitation #: 3450004721 / AC-0024

2. Solicitation Issue Date: 5/27/21

3. Brief Description of Requirement:

Purpose of Solicitation: Asbestos Abatement for the Oklahoma Department of Oklahoma  
 Locations: Projects as required across the State of Oklahoma

**As of 03/18/2020 and until further notice, due to concerns about the possible spread of the coronavirus on packages, bids should be submitted to ODOT via email CEMERSON@ODOT.ORG. Electronic bids will still be considered sealed bids and the attachments will not be opened until bid closing. Electronic bids should be emailed to the Buyer handling the solicitation. Subject line of Email should include the Solicitation # 3450004721/AC-0024 and Response Due Date (Tuesday, 6/22/21; 2:00 PM).**

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

4. Response Due Date<sup>1</sup>: 6/22/21

Time: 2:00 PM CST/CDT

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

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

\_\_\_\_\_

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

\_\_\_\_\_

Electronic Submission Address: 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

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

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

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

1. **RE: Solicitation #** 3450004721/AC-0024

2. **Bidder General Information:**

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

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

3. **Bidder Contact Information:**

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

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

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

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

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

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

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

YES – Permit #: \_\_\_\_\_

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

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

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

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

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

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

YES – Include with the bid a certificate of insurance.

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

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

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

**7. Disabled Veteran Business Enterprise Act**

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

Authorized Signature	Date
Printed Name	Title



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

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

Agency Name: Oklahoma Department of Transportation Agency Number: 34500

Solicitation or Purchase Order #: 3450004721/AC-0024

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

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email

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

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## **A. GENERAL PROVISIONS**

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

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

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

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

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, 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. 21<sup>st</sup> Street  
Oklahoma City, OK 73105 at the time and date specified in the solicitation as the Response Due Date and Time.

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

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

Additionally, financial or proprietary information submitted by a bidder may be designated by the 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](http://www.dhs.gov/E-Verify).

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

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

**A.30. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

**B.1.0.** This contract is let pursuant to and in accordance with Oklahoma Statute, Title 74, 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. Form of Contract Agreement**

- B.3.1. The initial contract period shall be effective July 1, 2021 and shall run through June 30, 2022. Upon mutual agreement by the Department and the Contractor(s), this contract may be renewed for another year, for up to three renewals, at a negotiated price escalation not to exceed 2% which may occur at the time of renewal.
- B.3.2. Multiple vendors will be awarded for this Agency Contract. A contract is to be used as the agreement between the Department and each successful Contractor.

### **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(s).

### **B.5. Service Requirement Exceeding Supplier Capacity**

- B.5.1. Should circumstances be such that the Contractor is unable to keep up with the work demand in a timely manner, at no fault of the Contractor, the Department reserves the right to seek additional services of other Contractors. Such action shall not nullify this contract.

### **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. Response Documents**

- B.7.1. Copies
  - B.6.1.1 Vendors shall use complete sets of Response Documents in the Solicitation for Responses.
- B.7.2. 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.8.0. Insurance Requirements**

- B.8.1. The Vendor shall carry on his work in accordance with the Worker's Compensation Act (85 O.S. § 1 et seq.) of the State of Oklahoma and shall not reject the provisions thereof during the life of the contract. A certificate of coverage must be returned with the contract.
- B.8.2. General and Automobile Liability Insurance in the amount of not less than \$100,000/\$300,000, and Property Damage Insurance of not less than \$50,000/\$100,000 shall be carried by the vendor during the life of the contract. Certificates of such coverage must be returned with the contract.

**B.9.0 Taxation Status**

B.9.1. Please be advised that all governmental entities of the State of Oklahoma, FEI 73-6017987 are exempt from Oklahoma sales or use taxes pursuant to title 68, O.S. 2001, section 1356(1). Therefore, direct purchases made by a state entity are exempt from sales tax whereas purchases made by a contractor in fulfilling a state contract are taxable to the contractor.

**B.10.0 Communications during the Solicitation Process**

B.10.1 Communication with anyone but the Buyer may result in a Vendor not being allowed to bid on this project.

**B.11.0 Vendor's Representations and Prequalification**

B.11.1. Each Vendor, by making a response, represents that:

B.11.2. The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.

B.11.3. The submitted Response is based upon the materials required by the Response Documents without exception.

**B.12.0 Equal Employment Opportunity**

B.12.1. 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.13.0 Hold Harmless Clause**

B.13.1. 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.14. Labor**

B.14.1. The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.

B.14.2. There is a possibility that Federal funding might be used for this project and Davis Bacon Wages might apply for this contract.

**B.15.0 Waiver of Subrogation**

B.15.1. Contractor shall be liable for any damages to buildings and structures owned or acquired by the DEPARTMENT linked to Task Orders that will be issued off of any Contract resulting from this Solicitation for damages to its equipment, supplies and material located at buildings and structures owned and acquired by the DEPARTMENT caused by casualty occurrence, it being understood that Contractor shall repair such damages and look to its insurer for reimbursement and shall obtain from its insurer waiver of subrogation rights against the Oklahoma Department of Transportation.

**B.16.0 Travel**

B.16.1. It is anticipated that travel may be a factor in some approved Task Orders based upon project locations and then nature of required work (Appendix B, Section 11).

**B.17.0 Questions**

B.17.1. Questions regarding this solicitation are due no later than Tuesday, June 8, 2021 by 3:00 P.M. Questions received after the deadline will not be answered.

**C. SOLICITATION SPECIFICATIONS**

**C.1.0. Scope of Project:**

C.1.1. This solicitation is to obtain Agency Contract(s) to provide abatement of asbestos containing materials in buildings and structures owned or acquired by the Department in accordance with all State, Federal and Local Regulation and all applicable asbestos laws and regulations for ODOT (See Attached Appendix B – Specifications).

**C.2.0. Location of Project:**

C.2.1. Projects as required for locations across the State of Oklahoma.

**D. EVALUATION**

**D.1.0. Evaluation Criteria**

- D1.1. The RFP will be evaluated on the following criteria: Qualifications, experience, and pricing.
- D.1.2. Pricing will be reviewed upon the completed Pay Item Sheet (Appendix A) and Sample Task Orders (Appendix C).
- D.1.3. Minimum qualifications and experience shall consist of current Oklahoma Department of Labor (ODOL) license for the Abatement Company and ODOL Certification for all Abatement Personnel and at least five (5) years of experience in asbestos abatement work for Abatement Supervisors.
- D.1.4. Confirmation of experience will be based upon Contractors providing a list of pertinent projects with applicable start and end dates (Month/Year acceptable), including contact information (person and phone number and/or email).
- D.1.5. To be considered for award, each Vendor should have three (3) references complete the Reference Questionnaire Form (Appendix D) and include the completed forms with the Response. Forms are included with the solicitation document package.

**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	
Tuesday, June 8, 2021; 3:00 P.M. CST	Written Questions Due
Tuesday, June 15, 2021; 3:00 P.M. CST	Reponses to Questions Posted on website
Tuesday, June 22, 2021, 2:00 P.M. CST	Solicitation Closes

**E.2. Bidding Procedure**

- E.2.1. Form and Style of Responses
  - E.2.1.1. All requested pay items shall be bid.

E.2.1.2. Interested Contractors should contract Cheryl Emerson, CPO at [cemerson@odot.org](mailto:cemerson@odot.org) to request Appendix C, Attachments C, D & E, Sample Task Orders that need to be completed and turned in with response documents.

E.2.2. Modification, Withdrawal or Cancellation of Responses

E.2.2.1 Vendors may withdraw, change, and resubmit their Responses by submitting an email prior to the time set for the closing of the Response period. A new or changed sealed Response will be accepted until the time designated for the closing of the response period

E.2.3. Submission 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](mailto:cemerson@odot.org). The Subject Line of the Email should include the Solicitation Number (AC-0024) and the Date and Time of Closing (06/22/21).

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 and will be returned unopened to the Vendor.

E.2.3.4. Oral, telephonic, or telegraphic Responses are invalid and will not receive consideration.

E.3.0. Included in the Solicitation Package are three (3) sample Task Orders that responding Contractors should complete and include with their response.

**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 (Appendix A)
- \_\_\_\_\_ Completed and Signed Addenda and Amendment Receipts – If Necessary
- \_\_\_\_\_ Read Section B.9.1 regarding Taxation Status
- \_\_\_\_\_ Read Section B.10.1 regarding communication during Solicitation Period
- \_\_\_\_\_ Copy of Current ODOT License for the Abatement Company
- \_\_\_\_\_ Copy of ODOL Certification for all abatement personnel
- \_\_\_\_\_ Evidence of at least five (5) years of experience in asbestos abatement work for abatement supervisors
- \_\_\_\_\_ Three (3) current completed Reference Questionnaires (Appendix D)
- \_\_\_\_\_ Complete the 3 Sample Task Order and submit with response (Appendix C)

**G. OTHER**

**G.1. Forms**

- G.1.1. Appendix A – Pay Item Response Sheet
- G.1.2. Appendix B – Asbestos Abatement Specifications
- G.1.3. Appendix C – Sample Task Order for Submission – Submit with Response
- G.1.4. Appendix D – Reference Questionnaire
- G.1.5. Appendix E – Statutory Certification
- G.1.6. Appendix F – Federal Contract Requirements

**H. PRICE AND COST**

**H.1. Pricing Submission**

**H.1. Pricing Submission**

H.1.1. Vendors should submit pricing using the Pay Item Response Sheet Request Form (Appendix A).



# APPENDIXES

\_\_\_\_\_  
CONTRACTOR

**PAY ITEMS SHEET**

<b>Personnel Classification</b>	<b>Hourly Rate</b>
Asbestos Abatement Supervisor	
Asbestos Abatement Worker	
	<b>(EACH)</b>
Mobilization and De-mobilization	

<b>ACM</b>	<b>DOLLAR AMOUNT</b>	<b>UNIT</b>
Ceiling Texture (Popcorn) only		Per Square Foot
Ceiling Texture (Other) only		Per Square Foot
Wall Texture only		Per Square Foot
Sheetrock/Wallboard with ceiling texture <sup>1</sup>		Per Square Foot
Sheetrock/Wallboard with wall texture <sup>1</sup>		Per Square Foot
Sheetrock/Wallboard with Joint Compound <sup>1</sup>		Per Square Foot
Joint Compound only		Per Square Foot
Sheetrock/Wallboard with Taping Compound		Per Square Foot
Taping Compound only		Per Square Foot
Wall Mastic		Per Square Foot
Blown-In Insulation <sup>2</sup>		Per Square Foot
Spray-On Fireproof Insulation		Per Square Foot
Floor Tile (Vinyl)		Per Square Foot
Floor Tile (Asphalt)		Per Square Foot
Floor Tile Mastic		Per Square Foot
Vinyl Sheet Flooring		Per Square Foot

Leveling Compounds and Fillers		Per Square Foot
Stair Treads		Per Linear Foot
Thermal Pipe Insulation ( $\leq$ 6" diameter)		Per Linear Foot
Thermal Pipe Insulation ( $>$ 6" diameter)		Per Linear Foot
Thermal Fitting Insulation ( $\leq$ 6" diameter)		Per Linear Foot
Thermal Fitting Insulation ( $>$ 6" diameter)		Per Linear Foot
Thermal Vibration Isolators		Per Square Foot
Valve Packing		Per Each
Boiler Insulation		Per Square Foot
HVAC Duct Insulation		Per Linear Foot
HVAC Gasket		Per Each
Roof Felt		Per Square Foot
Roof Cement		Per Square Foot
Waterproof Flashing		Per Linear Foot
Window Caulk		Per Linear Foot
Stucco		Per Square Foot
Galbestos		Per Square Foot
Category II Non Friable		Per Square Foot
Category II Non Friable		Per Linear Foot
Other Waste – Wet Demolition Waste		Per Ton
Other Waste – Asbestos Contaminated Debris		Per Yard
Other approved cost	Cost + 3%	Receipts required
ODOL Fees	Cost	Per OAC 380:50-25-1
Mileage	Government Rates	Per mile
Lodging and Per Diem	Government Rates	Lodging receipts required
Subcontractor	Cost + 3%	Receipt required

<sup>1</sup> – Includes associated blown-in insulation that cannot practicably be segregated

<sup>2</sup> – “Stand alone” blown-in insulation abatement cost

**Oklahoma Department of Transportation  
ASBESTOS ABATEMENT SPECIFICATIONS**

**SECTION 1: PROJECT LOCATION**

Multiple vendors will be awarded for this state contract. This contract will be awarded based on qualifications, experience, and pricing. Candidates not meeting the minimum qualifications and experience will not be considered, regardless of pricing. Minimum qualifications and experience shall consist of current Oklahoma Department of Labor (ODOL) license for the Abatement Company and ODOL certification for all abatement personnel and at least five (5) years' experience in asbestos abatement work for abatement supervisors.

**1.1 Effective date and contract period**

This contract becomes effective when fully executed by all parties and will remain in effect for one (1) year from the date of award. Upon mutual agreement by the State and the Contractor, this contract may be renewed for another year, for up to three (3) renewals, at a negotiated price escalation not to exceed 2% which may occur at the time of renewal.

**SECTION 2: SCOPE OF SERVICES**

The required services will involve the removal and disposal of asbestos containing materials in buildings and structures for the specified contract. The scope of service under this contract will include, but not be limited to the following:

- 2.1 Contractor will remove from multiple parcel(s), through multiple Task Orders, all friable asbestos containing materials (ACM) and Category II nonfriable material as defined by Oklahoma Department of Labor (ODOL) 40 O.S. § 450-456, Oklahoma Asbestos Control Act and OAC 380:50, Abatement of Friable Asbestos Material Rule, and the Oklahoma Department of Environmental Quality (ODEQ) statute OAC 252:100-40, as amended, and as specified in an approved Project Design, to be provided to the successful contractor.
- 2.2 The removal work shall be accomplished in accordance with the U.S. Environmental Protection Agency (EPA) Regulations for National Emission Standards for Hazardous Air Pollutants, 40 CFR Parts 61, and the Occupational Safety and Health Administration (OSHA) Asbestos regulations 29 CFR 1910.1001, 29 CFR 1926.1101 and Respiratory Protection, 29 CFR 1910.134.
- 2.3 Contractor will furnish all labor, materials, services, insurance, equipment, transportation, supplies, expertise, and other things necessary for the removal and disposal of asbestos containing material. Additional Contractor responsibilities are in Section 4 of this Specification.

- 2.4 No sub-contracting of work will be allowed without prior approval from ODOT's Environmental Programs point of contact. Any approved sub-contract will be compensated at direct cost plus 3%.

**SECTION 3: GENERAL CONDITIONS**

- 3.1 A National Emission Standard for Hazardous Air Pollutants (NESHAP) inspection, which documents the location, estimated quantity and type of material to be abated and ODOL approved project design shall be provided to the Contractor for the scope of work activities. No deviations from the requirements in the approved project design are authorized unless written approval is obtained from ODOT or the design is properly revised.
- 3.2 Proof of licensing from the ODOL for the Contractor performing asbestos abatement work, the asbestos abatement supervisor and the asbestos abatement workers is required to accompany the bid submittal.
- 3.3 It shall be up to the Contractor to notify ODOT of the exact quantities prior to submitting the cost estimate documents, if there is a difference from what is stated in the NESHAP Report and the Project Design.
- 3.4 Contractor will, at its own expense, obtain all required permits from the city, county, state, or other public authority and provide copies to ODOT.
- 3.5 It shall be noted that no utilities are available at the job site(s). Contractor shall provide temporary utilities needed to complete the work. Any connections shall be acceptable to appropriate regulatory agencies and shall be removed at completion of work. Contractor will supply equipment needed for transport and storage of water needed to perform work.
- 3.6 Work contracted herein, as authorized by each Task Order, shall not be considered complete until the final clearance air samples indicate presence of 0.01 or less fiber structures per cubic centimeter in accordance with the monitoring requirements prescribed by rules of the ODOL.
- 3.7 No bills for materials, services and expenses not listed in Sections 11 shall be reimbursable by ODOT. Those costs necessary to complete the work are included in the price bid for other items.
- 3.8 No payment shall be made to the Contractor pursuant to the terms of this agreement until such time as all work required to be performed under each task order is complete, unless otherwise specified in the task order.

- 3.9 No payment shall be made to the Contractor until such time as ODOT receives the Final Report containing the list of deliverables in Section 8 of this Specification unless otherwise specified in the task order.
- 3.10 Invoice must comply with Section 10 of this Specification.
- 3.11 The Contractor shall assume full responsibility and liability for the compliance with all standards pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site and persons occupying areas adjacent to the site.
- 3.12 Contractor shall be required to plan and organize abatement activities with other consultants, contractors and/or ODOT staff, as required, to meet abatement schedules.
- 3.13 The Contractor shall confine his equipment, storage of material, and the operation of the workers to the limits of the job site.
- 3.14 The Contractor shall post approved GHS "Danger asbestos hazard" sign at every entrance to the job site and all additional signs or labels as required by regulations.
- 3.15 All additional public notices required by state or local governments shall also be posted.
- 3.16 The Contractor shall have a hazard communication policy for the safety of workers and shall comply with all applicable provisions of federal, state, and municipal safety laws.
- 3.17 The Contractor will maintain such insurance as will protect him and ODOT from claims under workers compensation acts, and from any other claims or damage for personal injury, including death, which may arise from operations under this contract.

#### **SECTION 4: CONTRACTOR RESPONSIBILITIES**

The Contractor will maintain, and have available for inspection at each job site the following:

- 4.1 A copy of the U.S. Environmental Protection Agency Regulations for Asbestos (40 CFR Part 61), OSHA Asbestos regulations (29 CFR 1910.1001 and 1929.1101), and the Oklahoma Department of Labor, 40 O.S. § 450-456 and OAC 380:50, and Oklahoma Department of Environmental Quality statutes OAC 252:100-40.
- 4.2 Results of all air samples collected during the project showing the sample number, the location, the amount of air sampled, and the laboratory findings stated in fibers per cubic centimeter of air.

- 4.3 A list of the type of personal protective equipment employed.
- 4.4 A Daily Work Log will be kept by the supervisor documenting the major events that occur each day. This log will provide a comprehensive picture of conditions in and around the job site. It will include.
  - 4.4.1 names of all persons who visit the job site;
  - 4.4.2 names of all persons who enter the work zone;
  - 4.4.3 details of all accidents, emergencies and/or breakdown of any equipment;
  - 4.4.4 any material, procedural or safety difficulties;
  - 4.4.5 daily names and number of workers on the job;
  - 4.4.6 the time they entered the work area and the time they left;
  - 4.4.7 the nature of the work in progress; and
  - 4.4.8 signed and dated by the Supervisor.
- 4.5 The Contractor will:
  - 4.5.1 Provide equipment and instrumentation required to perform the services under this contract and that said equipment and instrumentation shall be available for the duration of the contract.
  - 4.5.2 Provide abatement of asbestos containing materials and Category I or II non-friable material in buildings and structures, owned, or acquired by ODOT in accordance with all state, federal and local regulations and all applicable asbestos laws and regulations.
  - 4.5.3 Submit cost estimates for each Task Order Request for Services to ODOT's Environmental Programs Division point-of-contact for review and authorization before work begins.
  - 4.5.4 Provide a copy of the EPA Notification of Demolition or Renovation (NESHAP notification) to ODOT Environmental Programs Division prior to field abatement activities.

- 4.5.5 Provide copies of all required permits from the city, county, state, or other public authority needed for this project to ODOT Environmental Programs Division prior to field abatement activities.
- 4.5.6 Provide Asbestos Abatement Reports which include documentation of activities performed in representing ODOT, including but not limited to, copies of ODOL reports, submittals, permits and disposal tickets. See Section 8 for list of deliverables.
- 4.5.7 Coordinate all work between ODOT, Project Designer/Air Monitoring Firms, and any other agencies and/or Contractors involved.

### **SECTION 5: AIR MONITORING**

The Contractor shall be responsible for personal air monitoring as required to ensure compliance with applicable rules and regulation and as requested by ODOT.

ODOT shall provide air monitoring services for all baselines, clearance, and area testing.

- 5.1 Air monitoring will be required during all abatement activities.
- 5.2 All sampling and analysis shall be performed in accordance with the requirements of OSHA 29 CFR 1926. 1101, the OSHA Technical Manual, and the ODOL Rules and Regulations, unless a specific ODOL variance has been obtained by a competent person knowledgeable in calibration, techniques, detection limits, and number of samples needed.

### **SECTION 6: WASTE TRANSPORTATION AND DISPOSAL**

- 6.1 The waste will be taken to a properly licensed and permitted landfill by the ODEQ that accepts regulated asbestos waste. There it will be unloaded in a manner that does not break open the waste containers.
- 6.2 The Contractor will complete a manifest for all loads of waste removed from the job site and provide copies of these manifests to both the ODOL and ODOT.

### **SECTION 7: FAILURE TO COMPLETE ON TIME**

For each business day that work required by the Task Order remains uncompleted after the expiration of the Task Order date, the sum specified in the following table will be deducted from any money due the Contractor. The Daily Assessment Rate shown below shall not be considered and treated as a penalty but as liquidated damages due ODOT by reason of



inconvenience to the public, added cost of engineering and supervision, and other extra expenditures of public funds due to the Contractor’s failure to complete the work on time.

- 7.1 Non-compensable delay is an excusable delay for which the Contractor may be entitled to an extension of time but no additional monetary compensation, as written in ODOT’s 2019 Standards Specification Book, Section 108.09.

<i>Dollar Value of task order</i>	<i>Liquidated Damages Daily Assessment Rate</i>
≤ \$200,000.00	\$300.00

**SECTION 8: LIST OF DELIVERABLES**

- 8.1 Prior to beginning field work on any task order the Contractor shall make available one copy of the following deliverables:

8.1.1 A copy of the submitted EPA Notification of Demolition or Renovation (NESHAP notification)

8.1.2 A copy of all required permits from the city, county, state, or other public authority needed to perform the work on this project.

8.1.3 A copy of the waste transporter insurance permits and license.

- 8.2 Upon completion of the work, all correspondence and EPA Notification of Demolition or Renovation (NESHAP notification), shall be compiled into a final report for submittal that shall bear the Abatement number , Task Order number, and the appropriate Federal, State and parcel number documentation. This report shall include the following;

8.2.1 Signed waste transportation, disposal, and manifest documentation

8.2.2 ODOL inspections and final report

8.2.3 Daily Work Logs and time sheets

8.2.4 All correspondence with state and local regulatory agencies

8.2.5 EPA Notification of Demolition or Renovation (NESHAP notification)

8.2.6 Air monitoring reports, if the ODOT Air Monitoring Company is not used.

8.2.7 Provide written certification that all work has been completed in the manner outlined by the Project Design and in accordance with the intent of all regulations that pertain to this type of project.

8.2.6 Proof of licensing for the Contactor and certification for the Supervisor and worker per each Task Order Request for Services.

8.2.7 Certificate of Insurance.

8.3 The contractor may be required to provide copies of all deliverables to the ODOT's project design consultant.

## **SECTION 9: TASK ORDERS**

The purpose of a Task Order is to supplement the basic contract and to provide a vehicle to communicate, define, approve, authorize the scope of services, schedule, fees, provide funding and other parameters related to services to be provided by the Contractor. All efforts which are the Contractor's responsibility and for which the Contractor expects to be compensated must be defined in an approved Task Order. Services provided by the Contractor which have not been included in an approved Task Order or modified Task Order will be considered gratuitous and ODOT will not be obligated to compensate the Contractor for such services.

9.1 Any services to be furnished under this contract shall be ordered by issuance of written task orders by ODOT. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any Task Order notice to proceed dated prior to the expiration of this contract shall be performed. In the event of conflict between a task order and this contract, the contract shall have precedence.

9.2 ODOT will provide the Contractor copies of any available sketches, pictures, maps, and dimensions to facilitate an understanding of the area, size, project design and scope of each project.

9.3 Task Orders will be initiated by ODOT, in writing through a Request for Services. Upon receipt of a written Request for Services, the Contractor and ODOT may discuss the services to be provided under the proposed Task Order and agree generally that the instructions are clearly stated and understood.

9.3.1 Task Order Number, Abatement number, Parcel number, location address, County, and Construction numbers, Billable numbers and Report Project numbers and Job Piece Numbers.

- 9.3.2 A general description of services to be provided through the requested Task Order, including an approved project design.
- 9.3.3 A general description of the anticipated deliverables.
- 9.3.4 Amount of time required to complete the requested services.
- 9.4 Consultant Request for Task Order Approval - Upon receipt of a written Consultant Request for Services and as further instructed by ODOT, the Contractor will prepare a Consultant Request for Task Order Approval. The purpose of the Consultant Request for Task Order Approval is to establish specifically and in a detailed format the services to be provided, schedule, compensation, and other parameters under which the work is to be completed. Each Consultant Request for Task Order Approval must include the following:
  - 9.4.1 Task Order Number, Abate number, Parcel number, location address, County, and all Construction numbers, Billable numbers and Report Project number and Job Piece Number.
  - 9.4.2 Contractor name, address, and Contract Number.
  - 9.4.3 Detailed, definitive, and specific scope of services including project limits (if applicable) for services to be provided.
  - 9.4.4 Man-hour detail including personnel classifications, hourly rates, lodging rates and per diem, if applicable, as per the approved contract line items.
  - 9.4.5 Calculated cost of Task Order based in contract line items as bid and awarded. Task Orders will be hourly rate and cost plus fixed fees, as approved, with the exception of per diem and lodging, subcontractors and ODOL fees, which will be reimbursed per Section 11.
  - 9.4.6 List of deliverables, Section 8.
  - 9.4.7 Schedule for completing scope of services including all reviews and approvals by others.
  - 9.4.8 Project Manager and/or key personnel to be assigned to the project and location where work will be completed.
  - 9.4.9 Signature of Contractor and the date of submittal.
  - 9.4.10 Signature Block for use by the ODOT in the execution and recording of the date of Task Order Approval.

- 9.5 The following process will be followed in reviewing and approving Consultant Request for Task Order Approval applications.
- 9.5.1 The Contractor will submit the Consultant Request for Task Order Approval to ODOT for review.
  - 9.5.2 ODOT shall review the Consultant Request for Task Order Approval to determine that it accurately and definitively describes the services to be provided; work to be completed; deliverables and, if applicable, the project limits.
  - 9.5.3 Should it be determined that one or more elements of the Consultant Request for Task Order Approval are not approved by ODOT, such elements shall be brought to the attention of the Contractor. Efforts will be made to negotiate an approval of the elements in question.
  - 9.5.4 After negotiations, if it is determined that resolution cannot be achieved, ODOT may elect to continue negotiations or elect to complete the work using the services of others.
  - 9.5.5 After a Consultant Request for Task Order Approval is received, ODOT will either notify the Contractor that the Task Order will be approved; identify elements which do not meet with the approval of ODOT and are to be considered for negotiation; notify the Contractor that the Task Order is not being approved; or notify the Contractor that the Consultant Request for Task Order Approval is being held for future consideration.
  - 9.5.6 Upon approval of a proposed Request for Task Order, ODOT will execute the Task Order document with a notice to proceed thereby signifying acceptance of the specific terms and exemplified provisions therein and acknowledging the formality of this Task Order.
  - 9.5.7 No additional compensation will be paid due to unforeseen or changed conditions, unless coordinated and approved in advance by ODOT though a modification to the Task Order.

## **SECTION 10: INVOICING INSTRUCTIONS**

- 10.1 Each invoice shall include the following:
- 10.1.1 Abatement #, Construction numbers, Billable numbers, Federal Project numbers, Job Piece numbers and parcel numbers.

10.1.2 City, County and description of services performed.

10.1.3 The complete Task Order number.

10.1.4 Employer Identification Number.

10.1.5 Vendor's name, remit to address, telephone number, date of invoice and amount due.

10.2 The Contractors invoice shall be accompanied by ODOT's Consultant Invoice Form.

## **SECTION 11: LABOR AND ABATEMENT UNIT PRICES**

### 11.1 Labor rates

11.1.1 Shall be paid for hours worked on-site, **not including travel** (See 11.2 Mobilization and Demobilization rate).

11.1.2 Labor rates will not be paid for work performed at the contractor's place of business.

11.1.3 Work performed on the job site during Mob/Demob days may be charged.

### 11.2 Mobilization and De-mobilization (Lump Sum) per Task Order.

11.2.1 This rate is one time charge per Task order for mobilization (first day) and demobilization (last day) of the project crew equipment and material only.

### 11.3 Mileage

11.3.1 Vicinity mileage for personnel around the site **will not** be compensated.

11.3.2 Mileage will be calculated based on any reliable internet map source from place of business to project site.

11.3.3 Mileage will not be paid for Mobilization/De-mobilization days.

11.3.4 Mileage rate will be determined by [Government](#) rates.

### 11.4 Per Diem and Lodging

11.4.1 These will be paid at the current government rates and regulations, only when the distance from the place of business to project site exceeds 60 miles. ([www.gsa.gov](http://www.gsa.gov)) Reimbursement will be made upon receipt of

documentation including employee's name, days in travel, beginning and end dates, and lodging receipts, when applicable.

11.5 Asbestos Abatement Unit price

11.5.1 This unit price bid shall include all equipment, supplies, and materials required to remove, transport, and properly dispose of the asbestos containing material (ACM) and Category II material, *excluding labor*.

11.6 Subcontracting

11.6.1 Must be approved in advance.

11.6.2 Subcontracted work shall be compensated at direct cost, invoice, plus 3%, for administrative expenses.

11.7 Other Waste

11.7.1 Wet Demolition Waste – bulk asbestos waste resulting from a wet demolition that does not meet the description of any other abatement unit pricing.

11.7.2 Asbestos Contaminated Debris – bulk non-asbestos items that have become contaminated with asbestos prior to or during the abatement process.

11.8 Miscellaneous Items

11.8.1 ODOL Fees at cost

Pay Items Sheet

<b>Personnel Classification</b>	<b>Hourly Rate</b>
Asbestos Abatement Supervisor	
Asbestos Abatement Worker	
	<b>(EACH)</b>
Mobilization and De-mobilization	

<b>ACM</b>	<b>DOLLAR AMOUNT</b>	<b>UNIT</b>
Ceiling Texture (Popcorn) only		Per Square Foot
Ceiling Texture (Other) only		Per Square Foot
Wall Texture only		Per Square Foot
Sheetrock/Wallboard with ceiling texture <sup>1</sup>		Per Square Foot
Sheetrock/Wallboard with wall texture <sup>1</sup>		Per Square Foot
Sheetrock/Wallboard with Joint Compound <sup>1</sup>		Per Square Foot
Joint Compound only		Per Square Foot
Sheetrock/Wallboard with Taping Compound		Per Square Foot
Taping Compound only		Per Square Foot
Wall Mastic		Per Square Foot
Blown-In Insulation <sup>2</sup>		Per Square Foot
Spray-On Fireproof Insulation		Per Square Foot
Floor Tile (Vinyl)		Per Square Foot
Floor Tile (Asphalt)		Per Square Foot
Floor Tile Mastic		Per Square Foot
Vinyl Sheet Flooring		Per Square Foot
Leveling Compounds and Fillers		Per Square Foot
Stair Treads		Per Linear Foot

Thermal Pipe Insulation ( $\leq$ 6" diameter)		Per Linear Foot
Thermal Pipe Insulation ( $>$ 6" diameter)		Per Linear Foot
Thermal Fitting Insulation ( $\leq$ 6" diameter)		Per Linear Foot
Thermal Fitting Insulation ( $>$ 6" diameter)		Per Linear Foot
Thermal Vibration Isolators		Per Square Foot
Valve Packing		Per Each
Boiler Insulation		Per Square Foot
HVAC Duct Insulation		Per Linear Foot
HVAC Gasket		Per Each
Roof Felt		Per Square Foot
Roof Cement		Per Square Foot
Waterproof Flashing		Per Linear Foot
Window Caulk		Per Linear Foot
Stucco		Per Square Foot
Galbestos		Per Square Foot
Category II Non-Friable		Per Square Foot
Category II Non-Friable		Per Linear Foot
Other Waste – Wet Demolition Waste		Per Ton
Other Waste – Asbestos Contaminated Debris		Per Yard
Other approved cost	Cost + 3%	Receipts required
ODOL Fees	Cost	Per OAC 380:50-25-1
Mileage	Government Rates	Per mile
Lodging and Per Diem	Government Rates	Lodging receipts required
Subcontractor	Cost + 3%	Receipt required

<sup>1</sup> – Includes associated blown-in insulation that cannot practicably be segregated

<sup>2</sup> – “Stand alone” blown-in insulation abatement cost



### SAMPLE TASK ORDERS

Consultants should complete the three Sample Task Orders included with the Solicitation Package that will be included in the review of Consultant responses.

This portion of the Solicitation Package includes the following Attachments

Attachment A – Estimated Worksheet

Attachment B – Hotel and Per Diem Calculations

Attachment C – Hypothetical Location of Oklahoma City, OK

Attachment D – Hypothetical Location of Tulsa, OK

Attachment E – Hypothetical Location – wet demo, Ada, OK

Attachments A & B should be used to develop Consultant response for the three Sample Task Orders.

Interested Contractors should email Cheryl Emerson, CPO at [cemerson@odot.org](mailto:cemerson@odot.org) request copies of Appendix C, Attachments C, D & E.

**Abatement:** \_\_\_\_\_

**Location:** \_\_\_\_\_

Personnel Classification	Qty	DOLLAR AMOUNT	UNIT	Sub-total
Asbestos Abatement Supervisor			Hourly Rate	\$0.00
Asbestos Abatement Worker			Hourly Rate	\$0.00
Mobilization and De-mobilization			Rate Per Task Order	\$0.00

ACM	Qty	DOLLAR AMOUNT	UNIT	Sub-total
Ceiling Texture (Popcorn) only			Per Square Foot	\$0.00
Ceiling Texture (Other) only			Per Square Foot	\$0.00
Wall Texture only			Per Square Foot	\$0.00
Sheetrock/Wallboard with ceiling texture <sup>1</sup>			Per Square Foot	\$0.00
Sheetrock/Wallboard with wall texture <sup>1</sup>			Per Square Foot	\$0.00
Sheetrock/Wallboard with Joint Compound <sup>1</sup>			Per Square Foot	\$0.00
Joint Compound only			Per Square Foot	\$0.00
Sheetrock/Wallboard with Taping Compound			Per Square Foot	\$0.00
Taping Compound only			Per Square Foot	\$0.00
Wall Mastic			Per Square Foot	\$0.00
Blown-In Insulation <sup>2</sup>			Per Square Foot	\$0.00
Spray-On Fireproof Insulation			Per Square Foot	\$0.00
Floor Tile (Vinyl)			Per Square Foot	\$0.00
Floor Tile (Asphalt)			Per Square Foot	\$0.00
Floor Tile Mastic			Per Square Foot	\$0.00
Vinyl Sheet Flooring			Per Square Foot	\$0.00
Leveling Compounds and Fillers			Per Square Foot	\$0.00
Stair Treads			Per Linear Foot	\$0.00
Thermal Pipe Insulation (≤ 6" diameter)			Per Linear Foot	\$0.00
Thermal Pipe Insulation (> 6" diameter)			Per Linear Foot	\$0.00
Thermal Fitting Insulation (≤ 6" diameter)			Per Linear Foot	\$0.00
Thermal Fitting Insulation (> 6" diameter)			Per Linear Foot	\$0.00
Thermal Vibration Isolators			Per Square Foot	\$0.00
Valve Packing			Per Each	\$0.00
Boiler Insulation			Per Square Foot	\$0.00
HVAC Duct Insulation			Per Linear Foot	\$0.00
HVAC Gasket			Per Each	\$0.00
Roof Felt			Per Square Foot	\$0.00
Roof Cement			Per Square Foot	\$0.00

Waterproof Flashing			Per Linear Foot	\$0.00
Window Caulk			Per Linear Foot	\$0.00
Stucco			Per Square Foot	\$0.00
Galbestos			Per Square Foot	\$0.00
Category II Non Friable			Per Square Foot	\$0.00
Category II Non Friable			Per Linear Foot	\$0.00
Other Waste – Wet Demolition Waste			Per Ton	\$0.00
Other Waste – Asbestos Contaminated Debris			Per Yard	\$0.00
				\$0.00
Other approved cost		Cost + 3%	Receipts required	\$0.00
ODOL Fees		Cost	Per OAC 380:50-25-1	
Mileage		Government Rates	Per mile	\$0.00
Lodging and Per Diem		Government Rates	Lodging receipts required	
Subcontractor		Cost + 3%	Receipt required	

<b>Total</b>	\$0.00
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Task Order # \_\_\_\_\_ Project: \_\_\_\_\_

### Hotel and Per Diem Calculations

Date	Employee	Meals and Incidentals	Hotel	Sub-Total	Total
				\$ -	
				\$ -	
				\$ -	
				\$ -	
			<b>Sub-total:</b>	\$ -	\$ -
				\$ -	
				\$ -	
				\$ -	
				\$ -	
			<b>Sub-total:</b>	\$ -	\$ -
				\$ -	
				\$ -	
				\$ -	
				\$ -	
			<b>Sub-total:</b>	\$ -	\$ -
				\$ -	
				\$ -	
				\$ -	
				\$ -	
			<b>Sub-total:</b>	\$ -	\$ -
			<b>Total</b>		\$ -

*Solicitation # AC-0024*

**Reference Questionnaire**

This form should be completed by three (3) references for projects of similar scope and scale. Completed reference forms must 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? \_\_\_\_\_

**4956OKLAHOMA DEPARTMENT OF TRANSPORTATION  
CONTRACT NO. AC-0024  
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. AC-0024  
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. AC-0024  
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. AC00-24  
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. AC-0024  
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. AC-0024  
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.

