



1. Solicitation #: 24-SPR-0028

2. Solicitation Issue Date: 4/30/2024

3. Brief Description of Requirement:

CONTRACT FOR DEVELOPMENT OF OKLAHOMA LONG RANGE TRANSPORTATION PLAN 2025-2050; SPR ITEM #1902

Questions may be submitted until 2:00 PM Friday, May 10, 2024, with responses made available no later than 2:00 PM, Friday, May 17, 2024. See section B.9

Responses are to be submitted to ODOT via email to [odotbids@odot.ok.gov](mailto:odotbids@odot.ok.gov). Subject line of email should include the Solicitation 24-SPR-0028 Oklahoma Long Range Transportation Plan 2025-2050 and Response Due Date (Tuesday, 6/4/24; 2:00 PM).

The Solicitation is let as a Request for Proposal pursuant Title 18, Section 803 Professional Services and in accordance with Oklahoma Statute, Title 74, Section 85.12.B.3.

4. Response Due Date<sup>1</sup>: Friday, May 31, 2024

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: ODOTBIDS@ODOT.OK.GOV

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

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

7. Contracting Officer:

Name: Heather Osborne  
Phone: (405) 420-2293  
Email: [hosborne@odot.org](mailto:hosborne@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 #** 24-SPR-0028

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 #: 24-SPR-0028

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

## **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.** The Solicitation is let as a Request for Proposal pursuant to Title 18, Section 803 Professional Services and in accordance with Oklahoma Statute, Title 74, Section 85.12.B.3.

### **B.2.0. Definitions**

- B.2.1. The Department is the Oklahoma Department of Transportation, and the Division is the Procurement Division.
- B.2.2. Response Documents include the Solicitation for Responses, these Instructions for Consultants, 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 Consultant is a person or entity that submits a Response.

### **B.3.0. Form of Contract Agreement**

- B.3.1. A contract is to be used as the agreement between the Oklahoma Department of Transportation (Department) and the successful Consultant. An award will be considered complete upon the execution of a Purchase Order.

### **B.4.0. Response Documents**

- B.4.1. Copies
  - B.4.1.1 Consultants shall use complete sets of Response Documents obtained from the source indicated in the Solicitation for Responses. The Department does not assume any responsibility for errors or misrepresentation resulting from the use of incomplete sets of Response Documents.
  - B.4.1.2 The Department, in making copies of the Response Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.
- B.4.2. Addenda
  - B.2.3.1 Addenda will be posted on the website and sent electronically to all who are known by the Department to have received a complete set of Response Documents from the Department.
  - B.2.3.2 Copies of the Addenda will be made available for inspection at the Department.
  - B.2.3.3 Each Consultant shall acknowledge that all Addenda and Amendments were received, by signing the Addenda and Amendment Forms and submitting them with their response.

### **B.5.0. Insurance Requirements**

- B.5.1. The Consultant 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.5.2. 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.6.0. Labor**

- B.6.1. The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.
- B.6.2. There is Federal funding for this project and Davis Bacon Wages so do apply for this project.

### **B.7.0. Taxation Status**

- B.7.1. 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.8.0 Communications During the Solicitation Process**

B.8.1 Communication with anyone but the Buyer may result in a Consultant not being allowed to bid on this project.

## **B.9.0 Questions**

B.9.1 Questions regarding this solicitation are due no later than **Friday, May 10, 2024, by 2:00 P.M.** Questions must be writing and are to be sent to the CPO's attention listed on the solicitation. Questions received after the deadline will not be answered.

## **B.10.0. Consultant's Representations and Qualification**

B.10.1. Each Consultant, by making a response, represents that the Consultant has read and understands the Response Documents and the Response is made in accordance therewith.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1.0. Description and Purpose of Project:**

C.1.1. The purpose of this work is to develop a performance-based 2025-2050 Long Range Transportation Plan (LRTP) that is fully compliant with federal requirements and that will inform Oklahoma Department of Transportation (ODOT) decision-making.

### **C.2.0. Specifications**

C.2.1. Please refer to Exhibit A, Specifications Oklahoma Long Range Transportation Plan 2025-2050. The Specifications detail the required tasks and deliverables that will be associated with each task.

### **C.3.0. Term**

C.3.1. The term of this agreement will be for 24 months with an initial contract period of one year from the date of award and the option to renew for an additional year.

C.3.2. The deadline for the Oklahoma Long Range Transportation Plan 2023-2030 project is August 31, 2025.

### **C.4.0. Payment Schedule**

C.4.1. The payment schedule will be established in the awarded contract.

### **C.5.0. Information Links**

C.5.1. The current plan is available at <https://www.oklongrangeplan.org/>

## **D. EVALUATION**

### **D.1.0. Evaluation Criteria – RFP**

D1.1. This Solicitation is a Request for a Proposal (RFP) with Consultant responses being submitted in the form of a Letter of Interest. This Solicitation will be evaluated on the following criteria:

- D.1.1.1 Experience and/or familiarity of the proposed Consultant Team with Department procedures.
- D.1.1.2 Ability of the Consultant Team to perform the type of work contemplated.
- D.1.1.3 Specialized qualifications of the Consultant Team applicable to the type of work contemplated.
- D.1.1.4 What is your proposal approach to addressing needed improvements that are not currently included in the Eight Year Construction Work Plan or State TIP?
- D.1.1.5 The Freight Plan project will involve working with various data sets including but not limited to Freight Analysis Framework, TRANSearch, Surface Transportation Board (STB) Rail Waybill, and National Performance Measurement Roadway Data Set (NPMRDS). How will you work with these datasets (and their different geographies and time frames) to provide results that are concise, meaningful, and useful to understanding current and future freight mobility (in/out/within/through) for the OKC, Tulsa, Lawton MPOs and the State?
- D.1.1.6 Consultants should provide relevant Transportation Plans, or similar with contacts (up to 5 states with Hyperlinks to the relevant states' websites).
- D.1.1.7 Consultants should provide the hourly rates for the various personnel who would be working on this project.

**D.2.0. Evaluation Criteria – Interview/Presentation**

D.2.1. The Interview/Presentation Round will be evaluated upon the following:

- D.2.1 Consultant’s Project Management approach for this contract or project.
- D.2.2 Ability of the Consultant Team to ensure compliance with scope limitations and scheduled milestones.
- D.2.3. Ability to stay within budgetary constraints of the project.
- D.2.4. Proposed design approach, staffing commitment and solution(s) for this contract demonstrating understanding of the contract requirements.
- D.2.5. Initiative and innovation as demonstrated by the introduction of unique concepts.

**D.3.0. Negotiation**

D.3.1. The Department of Transportation may negotiate with Consultants 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	
Friday, May 10, 2024, by 2:00 P.M.	Written Questions Due
Friday, May 17, 2024	Responses to Questions Posted on Website
Friday, May 31, 2024, 2:00 P.M. CST	Solicitation Responses Due
Week of June 10 – 14, 2024	Interviews

**E.2.0. Instructions for Letter of Interest for Request for Proposal**

E2.1. The Department Solicitation Letter of Interest for a Request for Proposal (RFP) mechanism is intended to reduce the reproduction requirements on work of a similar scope that will be reviewed by the Department Consultant Selection Committee (DCSC). Therefore, your response for this RFP you are interested in being considered for will include the following:

- A Letter of Interest (LOI) referencing the Contract Number (SPR# 1902) that you are interested in being considered for
- A Table of Organization depicting the proposed project team
- Any additional information you believe appropriate for the Department's use in determining your capabilities and qualifications to perform the type of work encompassed by that particular contract.
- A statement of your qualifications (CAP 255 Form rev. 07/2020)
- A statement that identifies your firm’s strategy in meeting the proposed Disadvantage Business Enterprise (DBE) goal. A letter from ALL sub-consultants, not just the DBE firms, on that firm’s letterhead stating the intent to participate in the contract is required. If the prime consultant is a DBE,
- Identify this in the statement. If your firm is unable to reach the listed DBE goal, instead of the required DBE statement on letterhead, the DBE Form 5-Good Faith Efforts must be included with your firm’s LOI.
- Disadvantaged Business Enterprise (DBE) Requirement – See Section E.2.2 below.

This is a Letter of Interest for a Request for Proposal. As such, you are only requested to provide information related to your qualifications to perform the work described. Any additional information you choose to provide

is unnecessary for the Department's processes. We request your firm's LOI be limited to ten (10) pages plus any CAP255 forms.

Proposals will be requested upon entering the interview phase of the Consultant Selection Process.

Section D.1.0 Evaluation Criteria – RFP – Letter of Interest lists the factors that will be considered primary to determining the firms that will be extended an invitation to interview and/or provide a proposal for Response Packets(s).

E.2.2. Disadvantaged Business Enterprise (DBE) Requirement - Consultant LOI response will include:

Solicitation 24-SPR-0028 - **3.0% DBE Goal**

Address and identify a strategy in meeting the proposed DBE goal. Certified Oklahoma DBE firms are listed in the directory <https://okdot.gob2g.com/Default.asp>. A letter from any sub-consultant on that company's letterhead stating the intent to participate in the contract. If the respondent is a DBE, identify this in the statement. If your firm is unable to meet and/or exceed the DBE goal, instead of the required DBE statement on letterhead, the DBE Form 5T (Preconstruction) – Good Faith Efforts (GFE) <https://www.ok.gov/odot/documents/DBE%20form%205%20-%20FTA.pdf> must be included with your firm's response.

**If you should have any general questions on DBE requirements, please direct them to Laura Bybee by email at [Laura.Bybee@odot.ok.gov](mailto:Laura.Bybee@odot.ok.gov).**

### E.3.0. Bidding Procedure

E.3.1. Modification, Withdrawal or Cancellation of Responses

E.3.1.1 Vendors may withdraw, change and resubmit their Responses by emailing the Buyer, [Laura.Bybee@odot.ok.gov](mailto:Laura.Bybee@odot.ok.gov), prior to the time set for the closing of the Response period. A new or changed Response will be accepted by way of email until the time designated for the closing of the response period.

### E.4.0. Submission of Responses

E.4.1 All the copies of the response and any other documentation required to be submitted with the Response shall be delivered electronically via email to the Buyer on this solicitation.

E.4.2 The Consultant shall assume full responsibility for timely delivery at the location designated for receipt of Responses.

E.4.3 Responses received after the opening of responses will not be considered and will be returned unopened to the Consultant.

E.4.4 Oral, telephonic, or telegraphic responses are invalid and will not receive consideration.

### E.4.0. Consideration of Responses

E.4.1. Electronic responses, submitted to [odotbids@odot.ok.gov](mailto:odotbids@odot.ok.gov) will be opened after the time and date of the bid closing. This Solicitation is an RFP and not a Request for Bid therefore names of the responding vendors will be made public and will be posted on the ODOT website after the closing. Vendors may receive a copy of the response tabulation on the solicitation website after a contract has been awarded.

## F. CHECKLIST

- Completed Responding Bidder Information page
- Completed and Signed Non-Collusion Certification page
- Completed and Signed Solicitation Request
- Completed and Signed Addenda and Amendment Receipts, if applicable
- Provide Sales Tax Permit # on Responding Bidder Information
- Include explanation if claiming Oklahoma Sales Tax Permit Exception in response package
- Read Section B.8 regarding communication during Solicitation Period
- Read B.7 regarding Taxation Status

- \_\_\_\_\_ Include mandatory documents in the Vendor Response email
- \_\_\_\_\_ Completed Exhibit C – Consultant’s Statutory Certificate
- \_\_\_\_\_ Completed Exhibit D – Federal Contract Requirements

**G. OTHER**

**G.1. Forms**

- G.1.1. Responding Bidder Information & Certification of Competitive Bid and/or Contract Forms
- G.1.2 Exhibit A - Specifications
- G.1.3. Exhibit B – Pricing Sheet
- G.1.4. Exhibit C - Consultant’s Statutory Certification
- G.1.5. Exhibit D – Federal Contract Requirements

**H. PRICE AND COST**

**H.1. Pricing Submission**

- H.1.1. Vendors are to submit pricing using the attached Pricing Sheet (Exhibit B). Additional information can be attached if needed.

# EXHIBITS



**OKLAHOMA DEPARTMENT OF TRANSPORTATION**  
**EXHIBIT A**  
**2025-2050 OKLAHOMA LONG RANGE TRANSPORTATION PLAN**  
**SCOPE OF WORK**

The Consultant will develop a performance-based 2025-2050 Long Range Transportation Plan (LRTP) that is fully compliant with federal requirements, and that will inform Oklahoma Department of Transportation (ODOT) decision making.

**Task 1: Project Management** – The Consultant will conduct internal and external coordination calls/meetings, develop project management and communications plans, and perform administrative functions such as QA/QC, invoicing, and monitoring sub consultant work.

The Consultant will conduct monthly project status meetings with key ODOT staff via virtual meetings and in-person meetings, with critical path team members participating on an as-needed basis to provide updates on LRTP tasks and solicit input on the following:

- Goal and objectives
- Performance measures and targets
- Modal needs, revenue, and funding gap and options
- Policies and strategies
- How the LRTP update can support existing and new ODOT initiatives

**Deliverables:**

- Project Management and Communication Plan
- Monthly invoices and status reports
- Meeting agenda and notes

**Task 2: Public & Stakeholder Engagement** – The Consultant will ensure the LRTP update process provides the public with reasonable opportunities to participate in and comment on development of the Plan. This engagement effort will include consultation and coordination with metropolitan planning organizations (MPOs), regional transportation planning organizations (RTPOs), tribal governments, resource agencies, and other stakeholders.

**Deliverables:**

- Public Involvement Plan
- Online survey platform
- Public Involvement Activities Report
- LRTP Website
- Fact Sheets
- Meeting materials and notes

**Task 3: Project Context** – The Consultant will use data from AASHTO, the U.S. Census, FHWA, ODOT and other sources to identify existing conditions and emerging national and state trends and issues that could affect the transportation system in Oklahoma over the next 25 years.

**Deliverable:**

- Existing and Future Trends Report

**Task 4: System Research** – The Consultant will document Oklahoma’s existing inventory and conditions for highways, bridges, ITS, freight rail, passenger rail, ports and waterways, intermodal facilities, aviation access, public transportation, and bicycle and pedestrian systems.

**Deliverables:**

- Existing Conditions and Inventory Report
- Family of Plans Report
- System Performance Report

**Task 5: Strategic Direction** - The Consultant will review federal national goals and planning factors, the existing 2020 -2045 LRTP, and studies from other relevant ODOT branches and external transportation entities (MPOs, RTPOs, Ports, etc.) to develop a set of transportation issues that should be addressed in the 2025- 2050 LRTP.

**Deliverable:**

- Vision, Goals, and Objectives Report

**Task 6: Modal Needs** – The Consultant will identify 25-year multimodal needs for State Highway System bridges, highways, interchanges, and appurtenances (e.g., safety, maintenance, Ports of Entry, weigh station and rest areas, ITS, and state-owned freight rail), using TAMP, Eight Year Construction Work Plan, and other existing documents for background information.

**Deliverable:**

- 25-Year Modal Needs Report

**Task 7: Financial Element** – The Consultant will project anticipated baseline revenue from federal, state, and local sources for the 25-year (2025-2050) LRTP planning period. (The TAMP includes a similar revenue analysis, although for only 10 years, and data in the two documents should be consistent.) The Consultant will develop a financial model using ODOT and national data that facilitates forecasting available revenue through 2050 for all federal, state, and local sources, and documents all data inputs and assumptions.

**Deliverables:**

- 25-Year Revenue Forecast Excel Tool
- 25-Year Revenue Forecast Report
- Financial Options Report

**Task 8: Alternative Investment Scenarios** – The Consultant will work with ODOT staff to develop a series of investment scenarios that reflect different priorities, different expected performance outcomes, and different investment levels.

**Deliverable:**

- Alternative Investment Scenario Report

**Task9: Policy Development** – The Consultant will evaluate policies and identify strategies which will provide guidance for the development, management, and operation of Oklahoma's intermodal transportation system in urban and rural areas. Similar to the 2020 - 2045 LRTP, it is anticipated the policies and strategies will cover the following areas: highways, bridges, freight rail, passenger rail, public transportation, ports and waterways, airport access, and bicycle and pedestrian facilities.

**Deliverable:**

- Policy and Strategies Report

**Task 10 Documentation** – The Consultant will create the final federally-compliant 2025 - 2050 Oklahoma LRTP and Executive Summary, along with any other needed planning products and analysis documentation.

**Deliverables:**

- Federally Compliant 2025 - 2050 Oklahoma LRTP
- 2025 - 2050 Oklahoma LRTP Executive Summary



## Pricing Sheet

**Solicitation #**

**Job Description:**

**Location:**

Item # 1	Quantity	Price
<input type="text"/>	<input type="text"/>	<input type="text" value="\$"/>
Item # 2	Quantity	Price
<input type="text"/>	<input type="text"/>	<input type="text" value="\$"/>
Item #3	Quantity	Price
<input type="text"/>	<input type="text"/>	<input type="text" value="\$"/>

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**Comments:**

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**Authorized Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
LONG RANGE TRANSPORTATION PLAN. SPR# 1902  
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 IDENTIFICATION NO.  
ATTACHMENT D1  
US DOT CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The Prospective Participant, \_\_\_\_\_, (Consultant), 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 consultant 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 IDENTIFICATION NO.  
ATTACHMENT D2  
US DOT CERTIFICATION OF ELIGIBILITY**

The Prospective Participant, \_\_\_\_\_, (Consultant), 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 IDENTIFICATION NO.  
ATTACHMENT D3  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
ASSURANCES**

(hereinafter referred to as the Consultant) 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 or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Consultant 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 Consultant hereby gives the following specific assurances with respect to its Federal-aid Highway Program:

1. That the Consultant 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 Consultant 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 or national origin in consideration for an award.

3. That the Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant 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 Consultant retains ownership or possession of the property.
9. The Consultant 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, contractors, 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 Consultant 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 Consultant by the Department of Transportation under the federal-aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, 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 Consultant.

Attachments:  
Appendices A and E

## APPENDIX A

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

1. **Compliance with Regulations:** The consultant 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 consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of sub-consultants, including procurements of materials and leases of equipment. The consultant 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 consultant’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 consultant 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 consultant 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 consultant 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 consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the consultant may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the consultant may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX E

During the performance of this contract, the consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “consultant”) 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 contractors, whether such programs or activities of the Federal-aid recipients, sub-recipients and consultants, 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 IDENTIFICATION NO.  
ATTACHMENT D4  
DRUG FREE WORKPLACE**

1. The Consultant, \_\_\_\_\_, 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 Consultant'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 Consultant'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 IDENTIFICATION NO.  
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 Consultants 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 Consultants 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 Consultant must follow the requirements outlined in the DBE Program Manual, located at <https://oklahoma.gov/odot/business-center/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.

