



1. Solicitation #: 26-SPR-0035

2. Solicitation Issue Date: 1/16/2026

3. Brief Description of Requirement:

SOLICITATION DESCRIPTION: Pavement Management System Data Collection – per attached Specifications

Vendors may submit questions until Wednesday, January 28th, 2026 at 2:00 pm CST by emailing swelty@odot.org with ODOT's responses made available no later than Wednesday, February 4th, 2026 at 2:00 pm CST.

CLOSING DATE: Wednesday, February 11th, 2026 at 2:00 pm CST. All responses to be emailed to odotbids@odot.ok.gov with sufficient time to make sure that response is received before the 2:00 pm deadline. Email response should include the Solicitation Number (26-SPR-0035) and the Closing Date (2/11/26) in the Subject Line.

4. Response Due Date¹: 2/11/2026

Time: 2:00pm CST/CDT

5. Issued By and **RETURN SEALED BID TO²**:

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: Stacy Welty, Contracting & Procurement Officer
Phone: (405) 766-0493
Email: swelty@odot.org

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments").
² If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries.

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

1. **RE: Solicitation #** 26-SPR-0035

2. Bidder General Information:

FEI / SSN : _____ Supplier ID: _____
Company Name: _____

3. Bidder Contact Information:

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ Fax #: _____
Email: _____ Website: _____

4. Oklahoma Sales Tax Permit³:

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. Registration with the Oklahoma Secretary of State:

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

6. Workers' Compensation Insurance Coverage:

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

- YES – Include with the bid a certificate of insurance.
- NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.⁴

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

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

7. Disabled Veteran Business Enterprise Act

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

Authorized Signature	Date
Printed Name	Title



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 #: 26-SPR-0035

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

A.2. Bid Submission

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

A.3. Solicitation Amendments

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

A.6. Bid Opening

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

A.7. Open Bid / Open Record

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

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

A.8. Late Bids

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

A.9. Legal Contract

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

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

A.9.2.1. Any Addendum to the Contract;

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

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

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

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

A.10. Pricing

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

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

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

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

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

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

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

A.13 Negotiations

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

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

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

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

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting

financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

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

A.14. Rejection of Bid

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

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made according to the details in the Evaluation Section D of this Solicitation.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier .
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.

A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.20. Audit and Records Clause

A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and

effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

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 IN ACCORDANCE WITH OKLAHOMA STATUTE, TITLE 74, SECTION 85.12.B.3.

B.1.1. THE SOLICITATION IS LET AS A REQUEST FOR PROPOSAL (“RFP”). ONLY THE NAMES OF THE RESPONDING CONTRACTORS WILL BE ANNOUNCED AT THE RFP CLOSING. CONTRACTOR RESPONSE PRICES WILL BE POSTED ON THE ODOT SOLICITATION WEB PAGE ONCE AN AWARD HAS BEEN MADE.

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 and Amendments are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Response Documents by additions, deletions, clarifications, or corrections.

B.2.4. A Response is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Responding Documents.

B.2.5. The Base Response is the sum stated in the Response for which the Vendor offers to perform the work described in the Response Documents as the Base Response, to which work may be added or from which work may be deleted for sums stated in the Alternate Responses.

B.2.6. An Alternate Response (or Alternate) is an amount stated in the Response to be added or to be deducted from the amount of the Base Response if the corresponding change in the work as described in the Responding Documents is accepted.

B.2.7. 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.2.8. A Consultant or vendor is a person or entity that submits a Response.

B.2.9. The Owner is the State of Oklahoma represented by the Department of Transportation.

B.5.0. Form of Contract Agreement

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

B.6.0. Labor

B.6.1. The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.

B.6.2. Please see Appendix E - Federal Terms.

B.7.0. Subcontracts

B.7.1. CONSULTANT shall not subcontract any portion of the work items of this contract without the DEPARTMENT’S approval.

B.8.0. Taxation Status

B.8.1. This project is taxable. ODOT’s tax exempt status does not flow down to the Vendor.

B.9.0 Communications During the Solicitation Process

B.9.1. Communication with anyone but the Buyer (Stacy Welty, swelty@odot.org) may result in a Vendor not be allowed to bid on this project.

B.10.0. Questions

B.10.1. Questions regarding this solicitation are due no later than Wednesday, January 28th, 2026 by 2:00 P.M. Questions must be writing and are to be sent to the Buyer’s attention listed on the solicitation.

Questions received after the deadline will not be answered.

C. SOLICITATION SPECIFICATIONS

C.1.0. Please Refer to attached Appendix A. Responding Vendors should be familiar with Appendix A, Specifications for the proposed Pavement Management System Data Collection and The Department's expectations and requirements for the successful Contractor. No exceptions to or deviations from the specifications set forth in this Solicitation will be accepted.

C.2.0. SCOPE OF CONTRACT

C.2.1. The Oklahoma Department of Transportation will enter into contract with a contractor for the Pavement Management System Data Collection. ODOT reserves the right to only purchase the quantities of services that the ODOT'S budget will financially allow.

C.3.0 Contract Period

C.3.1 Initial contract period is for one (1) year. Contract may be renewed at the same terms and conditions for four (4) successive one (1) year periods.

C.3.2 The contract is for an indefinite quantity and the State may, or may not, buy the quantity mentioned in the Contract. The Department reserves the right to only purchase the quantities of services that the Department's budget will financially allow.

C.4.0 Additional Information

C.4.1 Description - This request for proposals identifies the Oklahoma Department of Transportation's requirements for the automated collection of pavement condition data with sufficient detail and accuracy to evaluate project-level pavement conditions, model pavement deterioration, and perform multi-year planning using a Pavement Management System (PMS). This will provide data for use in both network-level pavement management and project-level pavement evaluation.

C.4.2 Definitions - The term DEPARTMENT shall mean the Oklahoma Department of Transportation, 200 NE 21st Street, Oklahoma City, Oklahoma 73105. The term CONSULTANT shall mean the offeror awarded the contract.

C.4.3 General Qualifications for Data Collection - All offerors are expected to have successfully performed pavement condition data collection of a similar size and scope (Approximately 16,000 miles within the past four years) for multiple state departments of transportation, as the primary data collection vendor, and this requirement shall be supported by references.

C.4.4 Quality Control Plan - Offerors shall submit a quality control plan as described herein.

C.4.5 Collection Methods - Using a vehicle equipped with Laser Crack Measurement System (LCMS) or similar technology, traveling at, or near, highway speeds, CONSULTANT shall collect data on the entire length of each segment. CONSULTANT shall provide a plan of procedures and techniques to be used to collect each data element.

The DEPARTMENT shall provide the essential data items necessary for pavement condition data collection, including a pavement condition shell file and related tables, shape file, control/verification site information, protocols, guides, data dictionary and relevant documents. The DEPARTMENT shall designate the lane(s) and direction(s) of travel to be surveyed based on Pavement Management needs within the agency. In general, the following guidelines will be used to provide long-term uniformity:

C.4.5.1. For undivided highways, survey the right most travel lane in the primary direction only.

C.4.5.2. For divided highways, survey the right most travel lane in both, primary and secondary, directions.

C.4.6 Data Collection, Processing, and Delivery Requirements - Approximately 16,000 total lane-miles of state highway system pavement condition data will be collected annually. Items to be collected include but are not limited to:

C.4.6.1 Digital Images: Forward and rearward facing ROW, and downward facing pavement Images

C.4.6.2 Sensor Data: IRI, rutting, faulting and macrotexture data

C.4.6.3 Distress Data: Pavement condition distress data for AC, JCP and CRCP pavement types

C.4.6.4 Geometric Data: Cross slope, degree of curvature and longitudinal grade data

C.4.6.5 GPS Data: Latitude and longitude in degrees and decimal of degrees

C.4.6.6 Pavement Stripe: Retroreflectivity values for all pavement types

C.5.0 Workplan - CONSULTANT must submit a workplan explaining how they intend to perform collection, process, and deliver data according to the below schedule. This schedule may be modified by the DEPARTMENT should the contract award conflict with the Data Collection Schedule. Payment for each delivery invoice will be made once data has been processed, reviewed, and accepted by the DEPARTMENT.

Data Collection	4/1/2026	8/31/2026
June Data Delivery	6/1/2026	6/30/2026
Pilot Data (Approx. 500 miles)		
Delivery 1 (Approx. 2000 miles)		6/14/2026
Delivery 2 (Approx. 2000 miles)		6/30/2026
July Data Delivery	7/1/2026	7/31/2026
Delivery 3 (Approx. 2000 miles)		7/15/2026
Delivery 4 (Approx. 2000 miles)		7/31/2026
August Data Delivery	8/1/2026	8/31/2026
Delivery 5 (Approx. 2000 miles)		8/15/2026
Delivery 6 (Approx. 2000 miles)		8/31/2026
September Data Delivery	9/1/2026	9/30/2026
Delivery 7 (Approx. 2000 miles)		9/15/2026
Delivery 8 (Approx. 2000 miles)		9/30/2026
Revisions & Final Checks	10/1/2026	10/31/2026

C.5.1 Distresses and Other Data Items To Be Collected - See Appendix A for a list of the data items to be collected. A detailed Scope of Services document, Appendix B, is included for the CONSULTANT selected for contract award.

C.5.2 Digital Image Collection - CONSULTANT shall provide a video log consisting of two forward facing or one panoramic ROW image(s), at least one rear facing ROW image, and two pavement images. CONSULTANT shall provide options and costs associated with the retention of the DEPARTMENT's annual video log, pavement condition data, and related web-based viewing software. Accommodations shall be made for viewing CONSULTANT's archived images by the DEPARTMENT by configuring the file and directory structure of the video log to facilitate the use of third-party viewing software.

C.5.3 Delivery Of Data - CONSULTANT shall provide the DEPARTMENT with pavement condition data via a Virtual Private Network (VPN) connection to the DEPARTMENT's Oracle database. CONSULTANT will be required to maintain the DEPARTMENT's Oracle database schema throughout the contract by qualified personnel or provide the DEPARTMENT with pavement condition data via csv files made available using a data transfer service. The delivery method used is at the discretion of the DEPARTMENT. CONSULTANT shall provide the complete video log's digital images to the DEPARTMENT on external hard drives to be retained by the DEPARTMENT. A complete dataset of the processed pavement condition data collected shall be provided to the DEPARTMENT in Oracle database or csv file format. The DEPARTMENT will provide a database shell file to be populated with data to be collected by the CONSULTANT.

D. EVALUATION

D.1.0. The specific evaluation criteria for the initial proposal are: (1) Past Performance, (2) Relevant Staffing Capabilities, (3) Relevant Technical Capabilities, (4) Quality Control Plan, and (5) Price. When evaluating relevant capabilities of the remaining offerors, the DEPARTMENT will consider the information provided by the offerors via their presentation/demonstration and any other information obtained by the DEPARTMENT through its own research.

D.2.0. The DEPARTMENT will invite CONSULTANTS it determines are within a competitive range to make an oral presentation. The DEPARTMENT reserves the right to request shortlisted CONSULTANTS to provide a complete sample data set of approximately one mile of AC and PC pavement types, as specified in Appendix A, at a location selected by the DEPARTMENT. Should the DEPARTMENT elect to request collection of sample data, the necessary files and site information will be provided.

E. INTERVIEWS

E.1.0. As part of the evaluation process, ODOT reserves the right to conduct interviews with proposers based on their initial evaluation. It is possible that not all responders will not move to the interview stage.

E.1.1. If selected for an interview, CONSULTANTS will be required to present on the following criteria:

E.1.1.1. Past Performance of the Consultant Team with the Type of Work Requested include the name and number of states where a contract for data collection, not vehicle or equipment deployment, is currently taking place and has taken place over past four years.

E.1.1.2. Pavement Data Collection and Delivery Work Plan

E.1.1.3. Viewing Software Features

E.1.1.4. Image Quality & Features

E.1.1.5. Distress Classification & Rating

E.1.1.6. Retroreflectivity Data Collection

E.1.1.6.1. Include the name and number of states where projects of similar size and scope are taking place or have taken place within the past four years

E.1.1.6.2. Describe the methodology for collecting Retroreflectivity data

E.1.1.6.3. Describe successful projects and how this data was incorporated and used by the client state

E.1.1.6.4. Describe any lessons learned from collecting and incorporating retroreflectivity data using the proposed technology

E.1.2. Instructions To Suppliers

E.1.2.1. Proposals - To be considered, offerors must submit their proposal by the stated closing date and time, which shall include the following information:

E.1.2.1.1. Business Organization - The full name and address of the organization and, if applicable, the branch office or subordinate element that will perform or assist in performing the work. Indicate whether the company operates as an individual, partnership, or corporation. If as a corporation, include the state, province, or country in which the company is incorporated

E.1.2.1.2. Consultant Qualifications and Prior Experience - Submit information on all contracts/subcontracts involving similar or related services over the past four years. The information must include:

E.1.2.1.2.1. Customer name and address

E.1.2.1.2.2 Point of contact for each customer (name and telephone number)

E.1.2.1.2.3 Date of contract award and period of performance

E.1.2.1.2.4 Type of contract and brief description of services

E.1.2.1.2.5 Total contract dollar value at time of award

E.1.3. The DEPARTMENT may contact previous clients to obtain information regarding past performance. Offerors must identify any contract that was terminated for convenience of the client within the past four years, and any contract that was terminated for default within the past five years. Failure to provide complete information regarding previous similar and/or related contracts may result in disqualification.

Personnel - Provide background information on key individuals who are to be assigned to the project. The information should emphasize number of years of experience relative to the project requirements.

Authorized Negotiators - Include the names and telephone numbers of personnel authorized to negotiate the proposed contract.

Project Approach and Work Plan - A description of the scope, effort and approach that will be utilized to accomplish the work. Provide a plan of procedures and techniques to be used to collect each data element. Specify, in detail, the method to be used for rating of pavement condition data, such as automated computer distress analysis and video analysis.

Quality Control Plan - Submit a Quality Control plan that will ensure that the data collected accurately reflects actual highway conditions with the resolution specified for each item. The Quality Control plan must cover all data and image elements and include procedures to detect and correct equipment malfunctions, data processing errors, and errors in data accuracy, resolution, and repeatability in a timely fashion. Include how and when data validation checks will be made, the qualifications of personnel conducting the checks, the percentage of data that will be audited, how data errors will be reported and corrected, monthly control site testing, weekly verification site testing and daily Data Collection Vehicle check logs. The Quality Control plan must also include an initial calibration certification of the Data Collection Vehicle(s) through an independent third party for all vehicles used for data collection.

F. INSTRUCTIONS TO SUPPLIER

F.1.0. IMPORTANT INFORMATION

Important Dates	
Wednesday, January 28 th , 2026 by 2:00 P.M.	Written Questions Due
Wednesday, February 4 th , 2026 by 2:00 P.M.	Responses to Questions Posted on Website
Wednesday, February 11 th , 2026 by 2:00 P.M.	Solicitation Closes

F.2.0. BIDDING PROCEDURE

F.2.1. Form and Style of Responses

E.2.1.1 All requested items shall be bid.

F.2.2. SUBMISSION OF RESPONSES

F.2.3.1 All the copies of the Response, the Bid Security, if any, and any other documentation required to be submitted with the Response shall be enclosed in the bid response email listed on page 1, with the Solicitation Number (26-SPR-0035) and Closing Date (2/11/26) in the Subject Line.

F.2.3.2 Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.

F.2.3.3 Oral, telephonic, or telegraphic Responses are invalid and will not receive consideration.

F.3.0. Consideration of Responses

F.3.1. Responses will be opened by the assigned Buyer at the date and time of the Solicitation Closing. This Solicitation is being bid out as an RFP. Vendors may receive a copy of the response tabulation on the solicitation website after a Contract has been awarded.

G. 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
- _____ Read Section B.8 regarding taxation status
- _____ Read Section B.9 regarding communication during Solicitation Period
- _____ Read and are Familiar with Appendix A- Specifications
- _____ Read and are Familiar with Appendix B- Detailed Scope of Services
- _____ Read and are Familiar with Appendix C – Pricing Sheet
- _____ Read and are Familiar with Appendix D – Reference Questionnaire
- _____ Read and are Familiar with Appendix E- Federal Guidelines

H. OTHER

H.1.0. FORMS

- G.4.1.** APPENDIX A – SPECIFICATIONS
- G.4.2.** APPENDIX B – DETAILED SCOPE OF SERVICES
- G.4.3.** APPENDIX C – PRICING SHEET
- G.4.4.** APPENDIX D – REFERENCE QUESTIONNAIRE
- G.5.5.** APPENDIX E – FEDERAL GUIDELINES

I. PRICE AND COST

I.1. Pricing Submission

- I.1.1.** Vendors are to submit pricing using the Solicitation Request form found in Appendix C. The form needs to be signed and dated. Include cost per mile for all work necessary to provide the completed processed data as described herein, including the video log images, thumbnails, and any other items necessary for viewing the video log. Cost to include hosting of images and viewing software for one additional year after termination of contract.

APPENDIX A - DESCRIPTION OF DISTRESSES AND OTHER DATA ITEMS TO BE COLLECTED

Each distress or data item is to be collected for the entire length of the segment, unless otherwise noted, and reported at 0.01-mile increments. If data items are not specifically identified, latest versions of current standard for each data item are to be used. Visible pavement distresses are to be identified and rated according to the DEPARTMENT's *Pavement Management Distress Rating Guide*. The distresses to be rated are briefly described as follows:

- **Asphalt Concrete Pavements:** Transverse Cracking (Count and Length, Three Severity Levels), Fatigue Cracking (True Length, Three Severity Levels), Miscellaneous Cracking (True Length, Three Severity Levels), Raveling (Linear Length, No Severity Levels), Bleeding (Linear Length, No Severity Levels), Rutting (Inches, No Severity Levels), Macrotexture (mm, No Severity Levels), AC Patching (Count and Area, Three Severity Levels), Potholes (Area, Depth, Volume, No Severity Levels).

- **Jointed Concrete Pavements:** Transverse Cracked Slabs (Count and Length, Three Severity Levels), Longitudinal Cracked Slab (Count and Length, Three Severity Levels), Multi-Cracked (Count and Length, Three Severity Levels), Spalled Joints (Count, Three Severity Levels), Corner Breaks (Count, Three Severity Levels), AC Patching (Count and Area, Three Severity Levels), PC Patching (Count and Area, Three Severity Levels), Faulting (Inches, No Severity Levels), Potholes (Area, Depth, Volume, No Severity Levels), Joints (Count, No Severity Levels), Blow Up Slabs (Count and Area, No Severity Levels).

- **Continuously Reinforced Concrete Pavements:** Transverse Cracking (Count and Length, Three Severity Levels), Longitudinal Cracking (Length, Three Severity Levels), Punchouts (Count and Area, No Severity Levels), AC Patching (Count and Area, Three Severity Levels), PC Patching (Count and Area, Three Severity Levels).

- **All Pavements:** Route ID, Division, Chainage, Direction, Group, Surface Type, International Roughness Index (IRI); including raw IRI data and the ability to collect in stop and start conditions, Seal Crack (True Length for each type of Distress), Geometrics, Global Positioning System (GPS) Coordinates, Average Speed, Events, Video Log File Structure, Lane Drop-off, Asset Extraction, Stripe Retro-Reflectivity in accordance with ASTM E-170.

The DEPARTMENT may elect to modify its distress rating protocol before data collection begins and/or during the data collection cycle, should the DEPARTMENT deem it necessary. The DEPARTMENT will provide CONSULTANT adequate time to prepare for any such modifications.

APPENDIX B – DETAILED SCOPE OF SERVICES

GENERAL REQUIREMENTS

CONSULTANT will be responsible for the collection and processing of pavement condition sensor, geometric, distress, retroreflectivity, and digital image data for each surveyed section as originally stated in the Solicitation Document.

DIGITAL IMAGES

CONSULTANT will collect high-definition digital images of Right of Way (ROW), and pavement surface for all surveyed roads. The use of Linear Reference System (LRS) distance measurements, and geo-coordinates for positive location identification shall synchronize all digital images collected. All images shall be identified to the nearest 0.005 mile (26.4 feet). Collection is not to occur during inclement weather or adverse road conditions where visibility of pavement distresses is continuously obstructed. This includes, but is not limited to, temperature and moisture conditions that cause fogging and condensation on the camera lens, or water, sand, or mud on the pavement surface. Camera lenses and enclosures shall be cleaned regularly to prevent a buildup of road debris and insects. Images that do not meet the requirements set forth by the DEPARTMENT shall be collected again at no additional cost to the DEPARTMENT.

Front Facing Right of Way Images

At least one panoramic or two forward facing cameras shall be centered on the collection lane and positioned parallel to the pavement showing the roadway, shoulders, roadway signs, and as much of the right-of-way and median as practical.

Rear Facing Right of Way Images

At least one camera is to be positioned facing behind to capture assets in the median and shoulder.

Pavement Surface Images

At least two high resolution cameras are to be positioned facing downward so to provide a total minimum transverse coverage of 12 feet for distress identification. If two cameras are used for

the pavement image, each will record approximately one-half of the lane width. The resolution of pavement images shall be sufficient to identify cracks of 0.125-inch width in both the transverse and longitudinal directions in all pavements. Pavement images are to be taken in accordance with AASHTO protocol R86-18, Standard Practice for Collection of Images of Pavement Surfaces for Distress Detection, or its latest version.

CONSULTANT will provide the DEPARTMENT with external hard drives containing both the pavement images and the ROW images. All views shall be synchronized by Route_id, log mile, and GPS coordinates. All ROW perspective images collected by CONSULTANT for use within the viewing software shall include a data banner or band located along the top edge of each digital image. The data within this banner must include Route_id, Route, Direction, Chainage, Collection Date, Latitude and Longitude, and Heading. Each hard drive will be labeled with a unique sequence number to be determined by CONSULTANT and approved by the DEPARTMENT. CONSULTANT will provide the DEPARTMENT with a summary record of Route_ids delivered to catalog the image log that includes the following information:

- Route_id
- Division
- Direction
- Route
- Beginning Chainage
- Ending Chainage
- Invoiced length
- .jpg file identification number
- Delivery date
- Delivery comments
- Hard drive identification number

SENSOR DATA COLLECTION ITEMS AND ADDITIONAL DATA ITEMS TO BE COLLECTED

Pavement Surface Type

The DEPARTMENT will provide the most recent pavement type (AC, JCP, CRCP) information available in the database shell for all Route_ids. CONSULTANT shall validate this surface type information during data collection and again during post-collection review. All bridges are to be reported as pavement surface type BR. Approach slabs are to be reported as their actual surface type. AC blade patching, or overlays less than 0.03 miles long on PC pavements, will be recorded as a patch and not as a pavement type change.

Geometrics

The following shall be recorded for the beginning of each 0.01 mile section.

- Cross slope of the collection lane. Show as a percentage with left to right downslope being positive.
- Degree of curvature, shown in degrees, and radius of curvature, shown in feet, are measured in a longitudinal direction with a left curve being positive.
- Longitudinal grade of the section. Show as a percentage with increasing slope being positive.

Global Positioning System (GPS) Coordinates

For the beginning of each 0.01-mile segment, report latitude and longitude with an accuracy to five feet and elevation with an accuracy to fifteen feet.

Survey Date

Record the survey date in the file format MM/DD/YYYY.

Events

The following events on the DEPARTMENT's highway network shall be recorded in the corresponding 0.01 mile record:

- Bridges – Identify the beginning of the bridge and report any 0.01 mile increment containing a bridge asset as pavement surface type BR. Report the 0.01-mile record

preceding and succeeding the bridge as an approach slab of its actual pavement surface type.

- Railroad Crossings
- Construction Zone – Identify any segment of highway that is under construction or marked for construction along the highway
- Lane Deviation – Identify when the Data Collection Vehicle (DCV) deviates from the outside lane
- Detour – Identify when the DCV is detoured

Collect and process additional sensor data and other data items to be collected as stated in the Solicitation Document.

SENSOR DATA AND IMAGE QUALITY CONTROL

Quality Control Plan

CONSULTANT will develop and administer a Quality Control Plan (QCP) that will assure that the data collected accurately reflects actual highway conditions with the resolution specified for each item. The QCP must cover all data items in addition to image requirements listed herein and include procedures to detect and correct equipment malfunctions, data processing errors, and errors in data accuracy, resolution, and repeatability in a timely fashion. The QCP must include a description of when and how the checks will be made, the qualifications of those conducting the checks, the percentage of data that will be checked, and how errors will be reported and corrected. Prior to the beginning of collection, the DEPARTMENT must approve the QCP submitted by CONSULTANT.

At a minimum, the QCP will address the following.

- Vehicle Configuration
- System Certification
- System Repeatability
- Control Site Testing
- Daily Collection Checks
- In-Field Repeatability Validations

- Daily Reduction Checks
- Data Reduction Checks
- Data Delivery Checks
- Specifications for equipment used, including, but not limited to:
 - Photolog System
 - Positional Orientation System
 - Road Surface Profilometer
 - Laser Crack Measurement System
- Indexing of log files
- Project definitions list

Data Quality Report

Prior to the completion of the data collection contract, a final Data Quality Report will be required to document all calibration and quality control checks performed, the results of such checks, and actions taken to correct errors. The DEPARTMENT may request copies of all field sheets, project setup sheets, daily and monthly mechanical and subsystem check sheets, vehicle certification sheets, calibration record sheets, end-of-day diagnostics check sheets, and the weekly quality reports at no additional cost to the DEPARTMENT.

Certification of Data Collection Vehicles

Prior to collection, CONSULTANT will contract with an independent third-party certification facility to provide initial calibration certification of the DCV. Proof of certification must be sent to the DEPARTMENT prior to collection. If multiple DCV's are used for the project, each DCV must be calibrated at the third-party certification facility.

Calibration of Data Collection Vehicles

After the manual verification of control sites by the independent third party, and prior to being authorized by the DEPARTMENT to collect any data or images, the calibration of each DCV must be checked at the DEPARTMENT selected control sites. IRI, rutting, and faulting measurements made by each DCV at the control sites must meet the minimum requirements for data quality before the DCV will be allowed to collect data. ROW images will be collected simultaneously with the sensor data at the control sites and inspected by the DEPARTMENT.

All ROW images will conform to the quality requirements of CONSULTANT's QCP. If the control site images do not meet requirements, the cameras shall be adjusted until the images meet the requirements.

Temperature sensors shall be installed in all data collection vehicles that will report ambient and pavement temperature.

Should maintenance or repairs be performed on the DCV, CONSULTANT will inform the DEPARTMENT, and at the DEPARTMENT's discretion, DCV calibration will be confirmed by control site verification. This includes, but is not limited to, mechanical and hardware DCV components.

Control Sites

CONSULTANT will test at both of the DEPARTMENT's control sites a minimum of once every thirty calendar days to verify continued calibration of DCV equipment and acceptability of image quality. CONSULTANT will present testing site results in an electronic format containing IRI, rutting, and faulting data and sample ROW images to the DEPARTMENT upon the completion of each control site testing.

The DEPARTMENT will inspect image quality of the control testing site data and notify CONSULTANT of any problems identified. CONSULTANT will recollect, at no additional cost to the DEPARTMENT, any images rejected by the DEPARTMENT.

Exit control site testing must be performed after data collection has been completed. IRI, rutting, and faulting measurements made by each DCV at the control sites must meet the minimum requirements for data quality. The data collection vehicle shall not leave the state until the DEPARTMENT determines that the vehicle has passed exit control site testing.

Verification Sites

After passing initial control site testing, CONSULTANT will collect test data on one of the DEPARTMENT's designated AC verification sites at a minimum of once every seven calendar days to verify continued calibration of DCV equipment and acceptability of image quality. CONSULTANT will present testing site results in an electronic format containing IRI and rutting data and sample ROW images to the DEPARTMENT upon the completion of each

verification site testing.

The DEPARTMENT will inspect image quality of the verification testing site data and notify CONSULTANT of any problems identified. CONSULTANT will recollect, at no additional cost to the DEPARTMENT, any images rejected by the DEPARTMENT.

It is acceptable to use additional control site testing in lieu of verification site testing to demonstrate continued calibration of equipment and acceptable image quality.

Control/Verification Site Testing and Report

Control and Verification Site locations and necessary files will be provided by the DEPARTMENT. In general, the following should be adhered to:

Definitions

- Record – 0.01 miles (52.8 feet)
- Run – 50 consecutive records
- Control Site Test – 5 runs
- Verification Site Test – 3 runs
- Preliminary Report – Control testing results to include data and raw video files
- Note – No less than 50 records, at 0.01 miles per record, are required for each site test

A control/verification site testing report is to be delivered to the DEPARTMENT within 3 business days of testing. The report will include both raw image and data files. A sample .csv data file will be provided by the DEPARTMENT to be used by CONSULTANT.

Image Files

- One run of front facing ROW images and rear facing ROW images are required to verify image quality and correct camera angles

Data Files

- A .csv data file of all runs of the site testing is to be provided containing at minimum:
 - File Name
 - Route_id

- Site Number
- Run Number
- Chainage
- Pavement Type
- LIRI (Left IRI)
- RIRI (Right IRI)
- LRUT (Left Rutting)
- RRUT (Right Rutting)
- FT HEIGHT (Faulting Height)
- FT MAX (Faulting Max)
- Date
- Collection Vehicle ID
- Ambient Temperature
- Pavement Temperature

If accuracy, repeatability, and resolution requirements are not met for control and verification site sensor data, CONSULTANT will recalibrate sensor equipment and return to the sites for testing, repeating the process, if necessary, until requirements are met. In the event of CONSULTANT failing site testing, and if CONSULTANT is able to determine the route in which the sensors failed, CONSULTANT will recollect, at no additional cost to the DEPARTMENT, all data and images collected since that time. If CONSULTANT is unable to determine the route in which the sensors failed, CONSULTANT will recollect, at no additional cost to the DEPARTMENT, all data and images collected since the last successful control or verification site testing.

If post-processing of the testing site data is required, that data is to be delivered to the DEPARTMENT within three business days of testing. The acceptance of any subsequent data collected by the DCV is contingent upon that DCV passing the testing, as verified by the DEPARTMENT, upon receipt and inspection of the post-processed testing site data.

Minimum Requirements for Sensor Data Quality

CONSULTANT agrees to provide data that adheres to the following minimum requirements for

accuracy and repeatability. Ground truth is determined by initial testing of the control sites. Accuracy refers to the deviation of the data collected by CONSULTANT compared to ground truth. Repeatability refers to consistency of multiple site collections. Resolution refers to the degree to which the unit is measured.

IRI Average

- Accuracy - within 8% of ground truth measurement
- Repeatability - within 8% run to run for three repeat runs
- Resolution – nearest 1 inch/mile

Rutting

- Accuracy - within 0.08 inches of ground truth measurement
- Repeatability – within 0.08 inches run to run for three repeat runs
- Resolution – nearest 0.01 inch

Faulting

- Accuracy - within 0.04 inches of ground truth measurement
- Repeatability - within 0.04 inches run to run for three repeat runs
- Resolution – nearest 0.01 inch

Sensor Data Acceptance Criteria

The following criteria will be used to determine control sections to be returned to CONSULTANT for correction at no additional cost to the DEPARTMENT.

- Any Route_id with a beginning point not accurate to within 0.01 miles
- Any Route_id with a railroad crossing not recorded
- Any Route_id with a bridge not recorded correctly to within 0.01 miles
- Any Route_id with a lane deviation, construction zone, or detour not recorded properly
- Any Route_id with more than 2 percent incorrect pavement surface type
- Any Route_id with any data fields left blank

Image Acceptance Criteria

All images will conform to the quality requirements of CONSULTANT's QCP. Images that do

not meet those requirements shall be recollected at no additional cost to the DEPARTMENT. This may require the return of a DCV if data collection has been completed. CONSULTANT will be responsible for assuring image quality during collection and again during post-collection review. The DEPARTMENT will also review image quality using the weekly control or verification site testing image files and notify CONSULTANT of any problems found.

Certification of Data Collection Crew

CONSULTANT shall include in the QCP the following items relating to the training of the data collection crew.

- Vehicle operation
- Troubleshooting complex computer hardware/software, and image systems
- Equipment calibration
- Monitoring of the data and image systems in real time
- Factors that affect data quality during the collection process
- Startup checks, such as laser calibration, accelerometer “bounce test”, distance measuring instrument (DMI), etc.
- Daily and end of day checks of the system and data, such as data completeness, image and data quality, etc.
- Other system checks, such as GPS
- Field data review to look for inconsistencies and to check error logs

DISTRESS DATA QUALITY ASSURANCE

Distress Data Acceptance Criteria

The following criteria will be used to determine Route_ids to be returned to CONSULTANT for correction at no additional cost to the DEPARTMENT.

- Any Route_id with more than 10 percent distress ratings in error based on pavement surface type
- Any Route_id with any distress data fields left blank
- Any Route_id with more than 10 percent of the ratings deemed to be in error based on the judgment of DEPARTMENT staff

Minimum Requirements for Distress Data Quality

CONSULTANT agrees to provide data that adheres to the following minimum requirements for accuracy. Ground truth is determined by initial control site testing. Accuracy refers to the deviation of the data collected by CONSULTANT compared to ground truth. Resolution refers to the degree to which the unit is measured.

Distress Ratings

- Accuracy - within 10%-20% of historical ratings
- Resolution – N/A

GPS Coordinates

- Accuracy - within 0.00005 degrees of historical coordinates
- Resolution – to the nearest 0.000001 degree

Certification of Distress Raters

CONSULTANT shall include in the QCP the following items relating to the training and evaluation of the specific distress rater technicians evaluating DEPARTMENT images.

- Type of training used prior to production rating
- Training on the newest version of the DEPARTMENT Pavement Management Distress Rating Guide
- Comparison to the lead rater to confirm single-rater repeatability
- Cross-rater checks to ensure all raters are producing similar results
- Additional training for raters who are found to be deficient

SCHEDULE OF DATA AND IMAGE DELIVERY

CONSULTANT shall begin collection on approximately 16,000 lane miles for each data collection cycle once approval from the DEPARTMENT has been issued. Collection shall begin no earlier than April 1st and no later than April 30th, unless otherwise specified by the DEPARTMENT. Collection must be completed no later than August 30th. Processed delivery data must be submitted by September 30th, and final data and images must be delivered by October 31st. Payment for each delivery will be made once data has been processed, reviewed, and accepted by the DEPARTMENT.

MANAGEMENT OF ORACLE SCHEMA

CONSULTANT will manage a DEPARTMENT Oracle database schema by creating and maintaining tables, views, and procedures and applying Oracle database management expertise. Oracle database management will be performed to DEPARTMENT standards.

PROJECT DOCUMENTATION

CONSULTANT shall provide electronic copies to the DEPARTMENT of all documents relating to this project. CONSULTANT will initiate a weekly conference call during the collection cycle to provide a status update on the project and resolve issues pertaining to the collection. The day and time will be agreed up on by CONSULTANT and DEPARTMENT staff. Within one calendar week from completion of the weekly conference call, CONSULTANT shall provide minutes of the meeting to DEPARTMENT staff in an electronic format.



Appendix C Pricing Sheet

Solicitation #

26-SPR-0035

Job Description:

Pavement Management System Data Collection, per Specifications

Location:

Delivery may be a factor in award.

Item # 1

Unit of Measure/Quantity

Price/Unit

Data Collection (Approximate Mileage) – Cost per mile associated with data collection, processing, viewing software and data hosting. Include cost associated with hosting data and providing viewing software for one year past contract termination. Includes NHS, Interstates, SHS and HPMS sample sections

MILE Appx. 16,000

\$

Item # 2

Unit of Measure/Quantity

Price/Unit

Stripe Retroreflectivity Data Collection (Approximate Mileage) – Cost per mile associated with data collection, processing, viewing software and data hosting. Include cost associated with hosting data and providing viewing software for one year past contract termination. Includes NHS, Interstates, and SHS.

MILE Appx. 16,000

\$

Comments:

Authorized Signature: _____

Date: _____

APPENDIX D - REFERENCE QUESTIONNAIRE
Pavement Management System Data Collection
Solicitation # 26-SPR-0035

Reference Questionnaire

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

Reference Completed for: _____

Completed by (Company Name): _____

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

Signature: _____ **Date:** _____

Questions

1. What was the scope of the project you obtained from the vendor?
2. What year(s) were the services performed (example: 2009-2011)?
3. What would you do differently the next time you undertake a similar contract?
4. Explain why you would, or would not, do business with this vendor again.

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

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

Appendix E – Federal Terms



OKLAHOMA
Transportation

STATE OF OKLAHOMA
FEDERAL FUNDING TERMS

This State of Oklahoma Federal Funding Terms is a contract document in connection with a contract awarded by and through the State of Oklahoma Office of Management and Enterprise Services, with a vendor, supplier or contractor (“supplier”). Supplier acknowledges that acquisitions under this contract may use federal assistance for purposes of funding the acquisition. When procuring property and services using federal financial assistance, the state must follow the same policies it uses for procurements from its nonfederal funds along with all other requirements of the 2 U.S.C. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). In addition, the state and supplier (“parties”) must agree to the standards identified in 2 CFR §§ 200.321-200.323 regulations and ensure purchase orders, contracts or subcontracts include clauses required by 2 CFR § 200.327.

The terms and conditions provided in this Attachment are general federal award requirements. Additional terms, conditions, or exceptions may be required that are specific to the federal financial assistance used in each procurement transaction. Any additional terms, conditions, or exceptions shall be incorporated into a purchase order, contract, or subcontract to ensure compliance with the federal financial assistance attached to this contract.

In addition to the terms contained in applicable contract documents and the requirements mentioned above, the Parties agree to the following Federal Funding Terms.

1 AFFIRMATIVE STEPS FOR CONTRACTING

- 1.1** Parties acknowledge that any nonfederal entity included in this contract must take affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. In addition to and in conjunction with 74 O.S. §§ 85.45-85.45i., those affirmative steps must include:
- a.** Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
 - b.** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
 - c.** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
 - d.** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
 - e.** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
 - f.** Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a.) through (e.) of this section.

2 INFORMATION SUBMITTED. Supplier acknowledges that all information, reports and other documents and data submitted to the state and its representatives in connection with this contract were, at the time they were (or will be) furnished, and are, as of the date hereof (or will be as of the date they are furnished), true, correct and complete in all material respects.

3 COMPETITIVE BIDDING. All funds received by the supplier herein are subject to the Oklahoma Purchasing Act and the procurement standards found in 2 CFR §§ 200.321-200.323, and 2 CFR § 200.327. The supplier acknowledges and agrees that these funds were to the best of supplier's knowledge competitively bid or covered by an exemption as described therein.

4 AUDITING AND MONITORING REQUIREMENTS. Supplier acknowledges that the funds used in this transaction are subject to the requirements found in Sections 2 CFR §§ 200.500-200.520; and therefore, the state is subject to audit by federal and state entities.

4.1 The supplier agrees to provide the State of Oklahoma, the U.S. Department of Treasury, the comptroller general of the United States or any of their authorized representatives access to any books, documents, papers and records of the supplier which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. The supplier agrees to permit any of the foregoing parties to copy or reproduce, by any means, excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests. All records related to this transaction must be kept for five years after the completion of this contract.

4.2 If applicable, the supplier agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4.3 No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the comptroller general of the United States.

4.4 The supplier further agrees to include a provision requiring such compliance in its lower tier covered transactions.

5 BUYING PREFERENCES.

5.1 Domestic preferences for procurements, 2 CFR § 200.322. Supplier should, to the greatest extent practicable under the scope of this contract, provide a preference for the purchase, acquisition or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this contract. For purposes of this section:

- a.** “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- b.** “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- c.** Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth below.

5.2 Buy America preferences for infrastructure projects, 2 CFR Part 184. Applies to federal awards where funds are appropriated or otherwise made available for infrastructure projects in the United States, regardless of whether infrastructure is the primary purpose of the federal award. Must be included in all subawards, contracts and purchase orders for the work performed or products supplied under the federal award. Infrastructure encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways and bridges; public transportation; dams, ports, harbors and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities and equipment that generate, transport and distribute energy including electric vehicle (EV) charging.

6 STATUTES AND REGULATIONS PROHIBITING DISCRIMINATION.

6.1 Executive Order 11246, Equal Employment Opportunity, as amended by EO 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by 41 CFR Part 60 regulations, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor. Applies to any construction work and subcontract work or modification thereof, which is paid for in whole or in part with funds obtained from the federal government, unless otherwise exempted.

Federally assisted construction contracts 41 CFR § 60-1.4(b). During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity or national origin. Such action shall include but not be limited to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- b. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. which includes that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity or national origin.
- c. The contractor will not discharge or discriminate against any employee or applicant for employment because they inquired about, discussed or disclosed the compensation of the employee or applicant or another employee or applicant. This does not apply to instances in which an employee who has access to the compensation as part of the employee's essential job function discloses the compensation to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which a collective bargaining agreement is in place or other contract or understanding, a notice to be provided advising the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

6.2 Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 CFR Part 22, which prohibits discrimination based on race, color or national origin under programs or activities receiving federal financial assistance.

6.3 Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status or disability.

6.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

6.5 Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations of 31 CFR Part 23, which prohibit discrimination based on age in programs or activities receiving federal financial assistance.

6.6 Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination based on disability under programs, activities and services provided or made available by state and local governments or instrumentalities or agencies thereto.

6.7 Protections for whistleblowers. In accordance with 41 U.S.C. § 4712, the parties may not discharge, demote or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant. The list of persons and entities referenced includes the following:

- a. A member of Congress or a representative of a committee of Congress.
- b. An inspector general.
- c. The Government Accountability Office.
- d. A Treasury employee responsible for contract or grant oversight or management.
- e. An authorized official of the Department of Justice or other law enforcement agency.
- f. A court or grand jury.
- g. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

7 **CONTRACT AND SUBCONTRACT LEVEL REQUIREMENTS.**

In addition to state procurement regulations, the following federal regulations apply.

7.1 Contracts and purchases in excess of \$2,000. The following applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works, and requires that supplier must comply with two sets of regulations:

- a. **Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148)** as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). When applicable, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The nonfederal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The nonfederal entity must report all suspected or reported violations to the federal awarding agency.
- b. **Copeland “Anti-Kickback” Act (40 U.S.C. § 3145)**, as supplemented by Department of Labor regulations (29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The nonfederal entity must report all suspected or reported violations to the federal awarding agency.

7.2 Contracts and purchases in excess of \$10,000

- a. **Recovered materials.** Any state agency or agency of a political subdivision of a state and its suppliers or contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

7.3 Contracts and subcontracts for \$25,000 and above

- a. **Suspension and debarment.** Restricts awards, subawards, contracts and subcontracts with suppliers that are debarred, suspended or otherwise excluded or declared ineligible for participation in federal assistance programs and activities. This contract is a covered transaction for purposes of 2 CFR Part 180 and Part 3000. As such, the supplier is required to verify that none of supplier's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935). The supplier must comply with 2 CFR Part 180 Subpart C and 2 CFR Part 3000 Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters. This certification is a material representation of fact relied upon

by the State of Oklahoma. If it is later determined that the supplier did not comply with 2 CFR Part 180 Subpart C and 2 CFR Part 3000 Subpart C, in addition to remedies available to the state, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

7.4 Contracts and purchases of \$100,000 and above

- a. Contract Work Hours and Safety Standards Act, 40 U.S.C. §§ 3701-3708.** Applies to all contracts and subcontracts of more than \$100,000 that involve the employment of mechanics or laborers. Under Section 3702 of the act, contractors and subcontractors shall be required to compute the wages of every mechanic and laborer (including guards and watchmen) based on a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. *These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.*
- b. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended.** Supplier certifies that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. § 1352. This supplier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award and require any entities receiving subawards or contracts to do the same. Such disclosures are forwarded from tier-to-tier up to the recipient who in turn will forward the certification(s) to the awarding agency. **(Contractors must sign the attached certification.)**

7.5 Contracts and purchases of \$150,000 and above

- a. Clean Air Act (42 U.S.C. §§ 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.** Supplier agrees to comply with, and require all subcontractors to comply with, all applicable standards, orders, or regulations issued pursuant to these acts. Supplier agrees to report each violation to the state entity that is party to this contract and understands and agrees that the state entity will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection agency.

7.6 Contracts and purchases of \$250,000 and above

- a. Remedies.** Contracts for more than the simplified acquisitions threshold, currently set at \$250,000, must address administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

8 OTHER APPLICABLE LAWS

- 8.1 Increasing seat belt use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (April 18, 1997), supplier is encouraged to adopt and enforce on-the-job seat belt policies and programs for employees when operating company-owned, rented or personally owned vehicles.
- 8.2 Reducing text messaging while driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), supplier is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.
- 8.3 Publications.** Any publications produced with funds from a federal award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.”

- 8.4 Rights to inventions made under a contract or agreement.** If the federal award meets the definition of funding agreement under 37 CFR § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that funding agreement, the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements) and any implementing regulations issued by the awarding agency.
- The term ***funding agreement*** means any contract, grant or cooperative agreement entered into between any federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental or research work funded in whole or in part by the federal government. This term also includes any assignment, substitution of parties or subcontract of any type entered into for the performance of experimental, developmental or research work under a funding agreement as defined in the first sentence of this paragraph.
- 8.5 2 CFR § 200.216 – Prohibition on certain telecommunications and video surveillance services or equipment**
- a. Parties agree that no federal funds may be obligated or expended in any contract or subcontract that includes obtaining any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system.
 - As described in Public Law 115-232, section 889, *Covered telecommunications equipment* is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - b. This prohibition does not prevent parties to this contract or subcontractors from using covered telecommunications equipment and services for their own purposes, provided the covered telecommunications equipment or services are not procured with federal funds.
 - c. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- 8.6 Termination for cause and convenience** - Provisions under Attachment B apply.

CERTIFICATION REGARDING LOBBYING

This form is required for purchases of \$100,000 and above.

Required by 31 CFR Part 21

The undersigned certifies to the best of their knowledge and belief that:

- I. 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 an 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 agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- II. 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 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 agreement, the undersigned shall complete and submit Standard Form LLL (Disclosure of Lobbying Activities) in accordance with its instructions.
- III. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subawards and contracts under grants, loans and cooperative agreements) and that all suppliers 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 31 U.S.C. § 1352. 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 such failure.

Supplier certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the supplier understands and agrees that the remedies found in 31 U.S. C. Subtitle III Chapter 38 applies to this certification and disclosure.

Name	Title
Signature of supplier's authorized official	Date