State of Oklahoma
Oklahoma Dept of Transportation
Procurement Division

Solicitation Cover Page

1. **Solicitation #:** ODOT AC0005 2. **Solicitation Issue Date:** 10/07/2026

3. **Brief Description of Requirement:**

Agency Contract for Road Safety Equipment

This Solicitation is for services in accordance with 74 O.S. Section 85.4.E.1 and in accordance with Section 85.12.B.3.

Question should be submitted to mlgroom@odot.org no later than Wednesday, October 21, 2026 at 2:00PM. Answers will be posted no later than Wednesday, October 28, 2026 at 2:00PM.

Bids are to be submitted to ODOT via email to odotbids@odot.ok.gov. Subject line of email should include the Solicitation ODOT AC0005 Road Safety Equipment; Due Date (11/04/2026; 2:00 PM).

4. **Response Due Date[1]:** 11/04/2026 **Time**: 2:00 PM CST/CDT

5. **Issued By and RETURN SEALED BID TO[2]:**

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: Melissa Groom
Phone: (405) 227-5473
Email: mlgrom@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.

Responding Bidder Information

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

1. **RE: Solicitation #** ODOT AC0005

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: ____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit[3]:**

☐ 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

OKLAHOMA
Office of Management
& Enterprise Services

CERTIFICATION FOR COMPETITIVE BID AND/OR CONTRACT (NON-COLLUSION CERTIFICATION)

Note: A certification shall be included with any competitive bid and/or contract exceeding $25,000.00 submitted to the state for goods or services.

GENERAL INFORMATION

Agency name	Agency #
Supplier or bidder legal name	Solicitation # or purchase order #

Section 1 74 O.S. § 85.22

A. For purposes of any competitive bid or contract executed by the state for an acquisition in excess of the fair and reasonable acquisition threshold amount, I certify:

1. I am the duly authorized agent of the above-named supplier or bidder for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers 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 connection with the prospective acquisition.
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid.
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party to:
   - **a.** Any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting.
   - **b.** 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.
   - **c.** Any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

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

Section 2 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.

Section 3 74 O.S. § 582

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

Section 4 74 O.S. § 12005

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of energy companies and will not boycott energy companies during the term of the contract.

Section 5 DEBARMENT, SUSPENSION OR OTHER RESPONSIBILITY MATTERS

For the purpose of a contract for goods or services, the supplier certifies any debarment, suspension, indictments, convictions, civil judgments and terminated public contracts have been disclosed to the state purchasing director.

Section 6 74.O.S. § 85.5

For the purposes of a contract for the physical performance of services, the supplier also certifies it is in compliance with the provisions of Section 1313 of Title 25 of the Oklahoma Statutes requiring all suppliers to register and participate in the Status Verification System to verify the work eligibility status of all new employees.

Section 7 21 O.S. § 1289.31

For the purpose of a contract for goods or services, the supplier also certifies it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Section 8 74.O.S. § 85.22C

List of all known business or familial relationships that currently exist or which existed within one year prior to the date on this form between any officer or director of the supplier and any officer or employee of the state agency listed on Page 1. State the names of persons with such relationships, their position within the organization, and the nature of such relationships.

1.

2.

3.

If no such relationships exist, check the box below:

☐ There are no known business or familial relationships that currently exist or which existed within one year prior to the date on this form between any officer or director of the supplier and any officer or employee of the state agency stated above.

Section 9 74 O.S. § 85.42(B)

Pursuant to 74 O.S. § 85.42(B), the supplier certifies that no person involved in any manner in the development, approval or negotiation of the contract, including change orders, extensions, renewals or amendments, while employed by the State of Oklahoma shall be employed or given anything of value to fulfill any services provided under the contract, including change orders, extensions, renewals or amendments.

SIGNATURE

By signing below, the undersigned duly authorized agent for the above-named bidder or supplier acknowledges this certification statement is executed for the purposes of one of the following:

☐ The competitive bid attached herewith and contract, if awarded to said supplier.

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

I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

Supplier authorized signature	Certified this date	
Name	Email	
Title	Phone	Fax

A. GENERAL PROVISIONS

A.1. Definitions

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

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

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

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

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

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

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

A.2. Bid Submission

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

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

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

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

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

A.3. Solicitation Amendments

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

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

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

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

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

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

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

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

A.6. Bid Opening

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

A.8. Late Bids

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

A.9. Legal Contract

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

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

A.9.2.1. Any Addendum to the Contract;

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

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

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

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

A.10. Pricing

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

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

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

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

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

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

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

A.13. Negotiations

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

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

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

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

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

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

A.14. Rejection of Bid

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

A.15. Award of Contract

A.15.1. The Procurement Division Manager may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the Procurement Division Manager to be in the best interest of the State of Oklahoma.

A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: https://www.ok.gov/dcs/vendors/index.php .

A.16. Contract Modification

A.16.1. The Contract is issued under the authority of the Procurement Division Manager who signs the Contract. The Contract may be modified only through a written Addendum, signed by the ODOT and the supplier .

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

A.17. Delivery, Inspection and Acceptance

A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.18. Invoicing and Payment

A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.

A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.

A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

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

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

A.19. Tax Exemption

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

A.20. Audit and Records Clause

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

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

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

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

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

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

A.25. Termination for Convenience

A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the Procurement Division Manager determines that termination is in the State's best interest. The Procurement Division Manager shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the Procurement Division Manager.

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

A.26. Insurance

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

A.27. Employment Relationship

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

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

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

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

B. SPECIAL PROVISIONS

B.1.0. Authority for Solicitation

B.1.1. **T**his contract is for services in accordance within 74 O.S. Section 85.4.E.1 and in accordance with Section 85.12.B.3.

B.2.0. Definitions

B.2.1. The Department or Division is the Oklahoma Department of Transportation, Procurement Division.

B.2.2. Response Documents include the Solicitation for Responses, these Instructions for Vendors, the Response Forms, other sample response forms, and any addenda issued prior to the receipt of Responses.

B.2.3. Addenda are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Response Documents by additions, deletions, clarifications, or corrections.

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

B.2.5. A Unit Price is an amount stated in the Response as a price per unit of measurement for materials or services as described in the Response Documents or in the proposed contract documents.

B.2.6. A Vendor or Contractor is a person or entity that submits a Response.

B.2.7. The Owner is the State of Oklahoma represented by the Department of Transportation.

B.3.0. Contract Period

B.3.1. The contract is for a twelve (12) month period, commencing upon execution of a contract between the Department and Contractor(s). The initial contract(s) will be for a Not to Exceed Amount established at the time of award. The Department reserves the right to award only the amount of the contract that the Department's budget will financially allow.

B.3.2. Contract Renewal: Upon mutual agreement between the Oklahoma Department of Transportation (Department) and the successful Contractor(s), the contract may be renewed for up to two (2) consecutive one-year. Price increases are permitted per Section H.1.2 of the Solicitation.

B.3.3. This contract is for indefinite delivery and indefinite quantities of the items covered in Exhibit A, Pay Items.

B.4.0. Extension of Contract

B.4.1. ODOT may extend the term of this contract up to 180 days if mutually agreed upon by both parties in writing.

B.5.0. Form of Award

B.5.1. An Award will be considered completed upon the full execution of a Contract to the awarded Vendors.

B.6.0. Ordering

B.6.1. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders by ODOT. There is no limit on the number that may be issued. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

B.6.2. The Contract may be utilized by following authorized Users:
B.6.2.1 Oklahoma Department of Transportation (ODOT);
B.6.2.2. Oklahoma Turnpike Authority (OTA); and
B.6.2.3. Oklahoma Aeronautics Commission (OAC).

B.7.0. Minimum Order Requirements

B.7.1. Minimum orders will not be accepted.

B.8.0. Volume Discounts

B.8.1. Proposers shall list any type of volume discount offered with their solicitation response.

B.9.0. Prompt Payment Discount

B.9.1. Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

B.10.0. Gratuities

B.10.1. The right of the successful offeror to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful offeror, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the Department of Transportation.

B.11.0 Proposal Conformities

B.11.1. By submitting a response to this solicitation, the offeror attests that the supplier or services conform to specified contract requirements.

B.12.0. Indemnification and Hold Harmless Clause

B.12.1. The Contractor shall indemnify and save harmless ODOT, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against ODOT, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any part or parties by or from acts of said Contractor or its servants, agents, and subcontractors, in doing the work and rendered the services contracted for, or by or consequence of any negligence in operation, or any improper material or equipment used, or by or on account of any fact or omission of said Contractor or his or its servants, agents, and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court cost and all other expenses incurred in the investigation and defense of any claim or suit.

B.13.0. Required Delivery

B.13.1. Delivery shall be made as ordered by the agency.

B.13.2. Delivery to End Users: Authorized Users are located throughout the State, both within and outside of major metropolitan areas. Whenever possible, Authorized Users will work with the Contractor to develop delivery schedules. All deliveries must be made on days and times acceptable to Authorized Users.

B.14. Product Acceptability

B.14.1. Proposals will be considered only on products, manufactured or produced for distribution for use in the United States.

B.14.2. Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

B.15. Product Availability

B.15.1. Product proposed must be a current product available for general marketing purposes at the opening of this solicitation. Perspective Contractor must use best effort to assure product availability through duration of contract period.

B.15.2. ODOT will not allow any cancellation of products without an equal and acceptable replacement approved by the Contracting Officer. Contractors should communicate manufacturer's discontinuation of any products to the Contracting Officer in writing within five (5) business days of notification by manufacturer. In such instances, Contractors should work with the Contracting Officer to identify and implement alternative options that will maintain or reduce costs associated with the replacements. Contractors should offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement product number, description, and final price.

B.16. Warranty

B.16.1. The Successful Contractor agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

B.17. Testing for Conformance

B.17.1. Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any test for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statues.

B.17.2. Items delivered not conforming to specifications may be rejected. Any violation of these stipulations may result in supplier's name being removed from the Central Purchasing Supplier Vendor listing.

B.17.3. In all cases when material fails to meet specification the cost of testing shall be paid for by the vendor, both on samples and delivered material.

B.18. Travel

B.18.1. No reimbursable travel is contemplated under the terms of this contract.

B.19. Civil Rights Act of 1964

B.19.1. The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. 252, 42 U.S.C. 200d et. Seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 – "Nondiscrimination in federally assisted programs of the Department of Transportation – effectuation of Title VI of the Civil Rights Act of 1964".

B.20. Equal Employment Opportunity

B.20.1 In connection with the execution of this CONTRACT, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The CONTRACTOR shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B.21. Assignment

B.21.1. The Contractor shall NOT sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of ODOT. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 80% of the total contract cost, except that any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of any such "specialty items" so performed sub-contract may be deducted from the total cost before computing amount of work required to be performed by the Contractor with his own organization. For this contract, "specialty items" will be defined to include the following activities: 1) Construction signing and traffic control and 2) Joint sealing. Request for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and accompanied by a statement showing that the organization which will be performing the work is particularly experienced and equipped for such work. No sub-contracts, or transfer of contract, shall in any case release the Contractor of his liability under the contract and bonds.

B.22. Cure Cause & Breach of Contract

B.22.1. Upon written notification from requesting agency concerning the Contractor's failure to perform up to contract specifications, the Contractor shall have three (3) calendar days to cure said deficiency and document cure to requesting agency. Three such occurrences within the contract period shall be deemed breach of contract by the Contractor and cause for ODOT to cancel this contract on seven (7) Days written notice to the Contractor. In the event of cancellation of this contract, the Contractor agrees to perform the terms and conditions of this contract up to and including the date of cancellation, as though cancellation has been made.

B.23. Work Overload Clause

B.23.1. Should circumstances be such that the Contract is unable to keep up with the work demand in a timely manner, at no fault of the Contractor, then ODOT reserves the right to seek additional services of other contractors. Such action shall not nullify this contract.

B.24. Negotiations

B.24.1. The Contractor is advised that under the provisions of this Request for Proposal, ODOT reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. ODOT may negotiate if deemed necessary, and will determine the scope and subject of any negotiations. However, the Contractor should not expect that ODOT will negotiate to give the Contractor an opportunity to strengthen its proposal. Therefore, the Contractor must submit its best offer based on the terms and condition set forth in this solicitation. If such negotiations are conducted, the following conditions shall apply.

B.24.2. Negotiations may be conducted in person, in writing, or by telephone.

B.24.3. Negotiations will only be conducted with potentially acceptable proposals. ODOT reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase. All Contractor's involved in the negotiation process will be invited to submit a best and final offer.

B.24.4. Terms, conditions, prices, methodology, or other features of the Contractor's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the Contractor may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal

B.24.5. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless ODOT determines that a change in such requirements is in the best interest of the ODOT.

B.25. State P-Card

B.25.1. State PCard will not be used as a payment method on this contract to make it easier for the Department to track Contract usage.

B.26.0. Response Documents

B.26.1. Copies

B.25.1.1 Vendors shall use complete sets of Response Documents in the Solicitation for Responses.

B.26.2. Amendments

B.25.2.1 Amendments will be posted on the website,

B.25.2.2 Each Vendor shall acknowledge that all Amendments were received, by signing the Amendment Forms.

B.27.0 Taxation Status

B.27.1. Please be advised that all governmental entities of the State of Oklahoma, FEI 73-6017987 are exempt from Oklahoma sales or use taxes pursuant to Title 68, O.S. 2001, section 1356(1). Therefore, direct purchases made by a state entity are exempt from sales tax whereas purchases made by a contractor in fulfilling a state contract are taxable to the contractor.

B.28.0 Communications during the Solicitation Process

B.28.1 Communication with anyone but the Buyer may result in a Vendor not being allowed to bid on this project.

B.29.0. Vendor's Representations and Prequalification

B.29.1. Each Vendor, by making a response, represents that:

B.29.2. The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.

B.29.3. The submitted Response is based upon the materials required by the Response Documents without exception.

B.30. Labor

B.30.1. The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.

B.30.2. There is a possibility that Federal funding might be used for some projects and Davis Bacon Wages might apply at times.

C. SOLICITATION SPECIFICATIONS

C.1.0. Purpose of the Contract

C.1.1 It is the intent that a contract will be executed by ODOT and by the successful Contractor(s) (herein after referred to as "CONTRACTOR" to provide road safety equipment to include the following: Solar Powered Arrow Boards, Trailer Mounted Attenuators, Truck Mounted Attenuators, Portable Traffic Signals, and Portable Flagging Units. The DEPARTMENT reserves the right to add additional road safety equipment items as need is identified.

C.1.2. All actions, duties, and obligations required by the CONTRACTOR apply to the CONTRACTOR's agents and employees. All legal protection shall extend to the Oklahoma Department of Transportation (ODOT) and any State entity involved with this contract.

C.2.0. Services to be Provided

C.2.1. The intent is for the purchase of the items listed under Section C.2.2. below. All units to be provided shall be manufactured in accordance with NCHRP 350 or MASH 2016 Safety Standards.

C.2. 2. The items listed on this Solicitation are to be provided. Pricing to be provided on Exhibit "A", the Pay Items sheet. Vendors are encouraged to add items and pricing not listed on spreadsheets.

C.2.2.1 Spreadsheet – Arrow Boards & Message Boards

C.2.2.2 Spreadsheet – Attenuators

C.2.2.3 Spreadsheet – Cable Barrier Tools

C.2.2.4 Spreadsheet – Smart Devices

C.2.2.5. Spreadsheet – Other Road Safety Equipment & Devices

C.2.2.6 Vendors may provide pricing for items not listed above on the Worksheet "Others".

C.3.0. Specifications

C.3.1. Specifications for each item to be provided will be found in Exhibits "C" through "H".

C.4.0. Obligations and Requirements

C.4.1. As listed in the attached specifications, all units provided as a result of this contract must be NCHRP 350 or MASH 2016 Compliant. Documentation showing these certifications should be provided with your response.

C.4.2. Additionally, units supplied as a result of this contract should be on the ODOT Approved Product List (APL) maintained by the ODOT Traffic Engineering Division. Items not currently listed on the APL may still be purchased but vendors are encouraged to submit their items at https://oklahoma.gov/odot/business-center/traffic-approved-products-list.html

D. EVALUATION

D.1.0. Evaluation Criteria

D1.1. The RFP will be evaluated on the following criteria: ODOT will award based on best value in accordance with Oklahoma State Statute, Title 74, Section 85 in evaluation of proposals. Criteria for award are cost, compliance with specifications.

D.1.2. ODOT reserves the right to multiple award this contract.

E. INSTRUCTIONS TO VENDOR

E.1. Brochures/Documentation

E.1.1. Offerors should submit brochures or other documentation that shows compliance with the specifications listed in the RFP.

F. CHECKLIST

_____ Completed Responding Bidder Information page

_____ Completed and Signed Non-Collusion Certification page

_____ Completed and Signed Pay Item Response Form (Exhibit "A")

_____ Reviewed Section C.4.0 Requirements

_____ Completed and Signed Addenda and Amendment Receipts – If Necessary

_____ Completed Exhibits K & L – Proposer's Statutory Certification and Federal Contract Requirements

_____ Read Section B.27.1 regarding Taxation Status

_____ Read Section B.28 regarding communication during Solicitation Period

_____ Read Section A.2.4 which relates to the completion of the Pay Item Response Sheet regarding corrections made to the document

G. OTHER

G.1. Forms

G.1.1. Exhibit “A” – Pay Items Sheets

G.1.2. Exhibit “B” – Fields Locations by Districts

G.1.3. Exhibit “C” – Arrow Boards 15 Light Specs

G.1.4. Exhibit “D” – Arrow Boards 25 Light Specs

G.1.5. Exhibit “E” – Trailer Mounted Attenuator Specs

G.1.6. Exhibit “G” – Truck Mounted Attenuator Specs

G.1.7. Exhibit “H” – 39-05 Vehicle Mounted Message Board Specs

G.1.8. Exhibit “I” – 39-11 Portable Traffic Signal Specs

G.1.9. Exhibit “J” – 39-16 Portable Flagging Unit Specs

G.1.10. Exhibit “K” – Proposer’s Statutory Certification

G.1.11. Exhibit “L” – Federal Contract Requirements

H. PRICE AND COST

H.1. Pricing Submission

H.1.1. See attached pricing sheet (Exhibit “A”).

H.1.2. Price Increases

H.1.2.1 Price increases will be permitted with the approval of the ODOT Procurement Division. Pricing shall be held firm for 90 days. Requests for price increases must be submitted in writing to ODOT Procurement Division at least 60 days prior to the effective date of increase. Documentation from manufacturers must include information justifying price increase, and a list of all items and their new prices must be submitted with request. Increases will not affect any orders issued prior to the price changes. Request for price increases may only be requested twice per contract year.

EXHIBITS

Oklahoma Department of Transportation

Exhibit "A"

ODOT Agency Contract AC0005 - Road Safety Equipment

Arrow Boards & Message Boards

Brand: _____

Vendor Name: _____

Freight shall be included in item pricing. Reference Section A.17.1 of the RFP

Item Description:	UOM:	Price Per Unit:
Arrow Board - 15 Lights	EA	$
Arrow Board - 25 Lights	EA	$
Arrow Board - 15 Lights (Trailer Mounted)	EA	$
Arrow Board - 25 Lights (Trailer Mounted)	EA	$
	EA	$
Vehicle Mounted Message Board with LED Warning Lights	EA	$
	EA	$
Portable Message Board - Trailer Mounted	EA	$
Portable Message Board - Trailer Delivered	EA	$
Portable Message Board - Delivery Trailer	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$

Oklahoma Department of Transportation

Exhibit "A"

ODOT Agency Contract AC0005 - Road Safety Equipment

Attenuators

Brand: _____

Vendor Name: _____

Freight shall be included in item pricing. Reference Section A.17.1 of the RFP

Item Description:	UOM:	Price Per Unit:
Trailer Mounted Attenuator	EA	$
Truck Mounted Attenuator	EA	$
Truck Mounted Attenuator Quick Connect Mounting System	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$

Oklahoma Department of Transportation

Exhibit "A"

ODOT Agency Contract AC0005 - Road Safety Equipment

Cable Barrier Tools and Equipment

Brand: _____

Vendor Name: _____

Freight shall be included in item pricing. Reference Section A.17.1 of the RFP

Item Description:	UOM:	Price Per Unit:
Battery Powered - Hydraulic Pump Rope Spreader	EA	$
Tension Meter Kit	EA	$
Swaging Machine	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$

Oklahoma Department of Transportation

Exhibit "A"

ODOT Agency Contract AC0005 - Road Safety Equipment

Roadway Safety - Smart Devices

Brand: _____

Vendor Name: _____

Freight shall be included in item pricing. Reference Section A.17.1 of the RFP

Item Description:	UOM:	Price Per Unit:
Smart Sequential Road Flare	EA	$
Smart Sequential Road Flare Charging Case	EA	$
Smart Sequential Road Flare Charging Dock	EA	$
Work Zone Channelizing Flare Kit	EA	$
Sequential Barricade Lamps	EA	$
Sequential Cone-Top Lamps	EA	$
Smart Sequential Cone	EA	$
Smart Sequential Cone Kit	EA	$
	EA	$
Start/End Work Zone Pin	EA	$
Cone Adapters	EA	$
Digital Alerting Device	EA	$
Impact Detection System	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$

Oklahoma Department of Transportation

Exhibit "A"

ODOT Agency Contract AC0005 - Road Safety Equipment

Other Roadway Safety Equipment

Brand: _____

Vendor Name: _____

Freight shall be included in item pricing. Reference Section A.17.1 of the RFP

Item Description:	UOM:	Price Per Unit:
Solar-Powered Portable Traffic Signal	EA	$
Automated Flagger Assistance Device (AFAD)	EA	$
RoadQuake IIF, Portable Temporary Rumble Strip	EA	$
RoadQuake Crib, for 6 strips	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$
	EA	$

Exhibit B

FIELD DISTRICTS (BY COUNTY)

DIVISION 1
ADAIR
CHEROKEE
HASKELL
MCINTOSH
MUSKOGEE
OKMULGEE
SEQUOYAH
WAGONER

DIVISION 2
ATOKA
BRYAN
CHOCTAW
CLEVELAND
LATIMER
LEFLORE
MCCURTAIN
MARSHALL
PITTSBURG
PUSHMATAHA

DIVISION 3
COAL
GARVIN
HUGHES
JOHNSTON
LINCOLN
MCCLAIN
OKFUSKEE
PONTOTOC
POTTAWATOMIE
SEMINOLE

DIVISION 4
CANADIAN
GARFIELD
GRANT
KAY
KINGFISHER
LOGAN
OKLAHOMA
NOBLE
PAYNE

DIVISION 5
BECKHAM
BLAINE
CUSTER
DEWEY
GREER
HARMON
JACKSON
KIOWA
ROGER MILLS
TILLMAN
WASHITA

DIVISION 6
ALFALFA
BEAVER
CIMARRON
ELLIS
HARPER
MAJOR
TEXAS
WOODS
WOODWARD

DIVISION 7
CADDO
CARTER
COMANCHE
COTTON
GRADY
JEFFERSON
LOVE
MURRAY
STEPHENS

DIVISION 8
CRAIG
CREEK
DELAWARE
MAYES
NOWATA
OSAGE
OTTAWA
PAWNEE
ROGERS
TULSA
WASHINGTON

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

EQUIPMENT SPECIFICATION **39-05** **04/2018**

SOLAR POWERED FOLDING FRAME ARROW BOARD TRAILER MOUNTED

GENERAL: This directional arrow board must be the latest current model complete with manufacturer's standard equipment, accessories and warranty for model bid. This equipment must be complete, serviced and ready for operation at the time of delivery.

FILL IN ALL SPACES SHOWING SPECIFIC INFORMATION, FAILURE TO COMPLY COULD RESULT IN BID REJECTION.

EXAMPLE MODEL: Wanco WTSP55-LSA

VENDOR'S PROPOSED: MAKE: _____ MODEL:_____

MINIMUM REQUIREMENTS	VENDOR'S PROPOSED
GENERAL SPECIFICATIONS:	
Board shall be constructed of aluminum sheets and welded channels	_____
Frame shall be all welded structural steel	_____
Shall have bolt on fenders	_____
Finish shall be powder coated and oven baked	_____
Controller shall be self-contained, state electronics. Located in a lockable weather resistant aluminum enclosure and away from traffic	_____
Display shall consist of 15 – high output amber LED lamps with 7 arrow display modes	_____
Display shall also include a 50 watt solar charging system with solid state voltage regulator with charge indicator	_____
Display shall be automatic dimming	_____

MINIMUM REQUIREMENTS	VENDOR'S PROPOSED
Dual PTC resettable fuses	_____
Reverse polarity protection	_____
Low voltage disconnect	_____
Heavy Duty hand-winch with safety brake	_____
Four telespar stabilizer legs and tow bar screw jack	
AXLE ASSEMBLY:	
2000 lb capacity tubular axle	_____
5-hole 4.5 inch bolt circle pattern on idler hub	_____
60 inch wheel track	_____
Double eye leaf springs, 1200 lb capacity per sprint	_____
POWER:	
Two leak and spill proof valve regulated lead acid (VRLA) (12) volt batteries	_____
Battery capacity: 48 Ah total	_____
Solar charging: One adjustable solar panel and assembly	_____
MISC	
15 inch tires	_____
Maintenance free batteries	_____
2" Bulldog hitch	_____

MINIMUM REQUIREMENTS	VENDOR'S PROPOSED
	_____
MUST MEET MUTCD	_____

MANUAL AND PARTS BOOKS:

Successful bidder shall furnish one (1) Operators Instruction Manual for each arrow board. In addition, one (1) Parts Book and one (1) Illustrated Repair Manual shall be furnished to each Division purchasing one or more arrow boards.	_____

SPECIFICATIONS:

Each Bidder shall submit complete manufacturer's specification in duplicate and shall submit all other data to show that his proposal meets these specifications.	_____

INSPECTION AND DELIVERY OF EQUIPMENT TO COMPLY WITH VENDOR'S INSTRUCTION SHEET.

THE STATE OF OKLAHOMA RESERVES THE RIGHT TO WAIVE MINOR TECHNICALITIES UNDER THESES SPECIFICATIONS.

COMPLIANCE:

Bidder shall furnish a statement in writing on the Bid, in the Vendor's Statement below, or by an attached letter stating the Equipment proposed strictly meets these Specifications. If not, he shall list each variation therefrom.

USAGE AND SERVICE:

The bidder must provide assurance of the availability of repair parts and technical service at various locations with the State of Oklahoma.

(Complete the following)

List parts and service locations in Oklahoma

Name: _____	Name: _____
Address: _____	Address: _____
City: _____	City: _____
Phone: _____	Phone: _____

VENDOR'S STATEMENT (EQUIPMENT PROPOSED COMPLIES): YES: _____ NO: _____

_____

_____

DEALER: _____ **DATE:** _____

SIGNATURE: _____ **PHONE:** _____

ADDRESS: _____

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

EQUIPMENT SPECIFICATION **39-05** **04/2018**

SOLAR POWERED FOLDING FRAME ARROW BOARD TRAILER MOUNTED

GENERAL: This directional arrow board must be the latest current model complete with manufacturer's standard equipment, accessories and warranty for model bid. This equipment must be complete, serviced and ready for operation at the time of delivery.

FILL IN ALL SPACES SHOWING SPECIFIC INFORMATION, FAILURE TO COMPLY COULD RESULT IN BID REJECTION.

EXAMPLE MODEL: Wanco WTSP55-LSA or K&K AT254896

VENDOR'S PROPOSED: MAKE: _____ MODEL:_____

MINIMUM REQUIREMENTS	VENDOR'S PROPOSED
GENERAL SPECIFICATIONS:	
Board shall be constructed of aluminum sheets and welded channels	_____
Frame shall be all welded structural steel	_____
Shall have bolt on fenders	_____
Finish shall be powder coated and oven baked	_____
Controller shall be self-contained, state electronics. Located in a lockable weather resistant hard case enclosure and away from traffic	_____
Display shall consist of 25 – high output amber LED lamps with arrow and Chevron display modes	_____
Display shall also include a minimum of 40 watt solar charging system with solid state voltage regulator with charge indicator	_____
Display shall be automatic dimming	_____

MINIMUM REQUIREMENTS	VENDOR'S PROPOSED
Dual PTC resettable fuses	_____
Reverse polarity protection	_____
Low voltage disconnect	_____
Heavy Duty hand-winch with safety brake	_____
Four adjustable stabilizer legs and tow bar screw jack	
AXLE ASSEMBLY:	
2000 lb capacity tubular axle	_____
5-hole 4.5 inch bolt circle pattern on idler hub	_____
60 inch wheel track	_____
Double eye leaf springs, 1200 lb capacity per sprint	_____
POWER:	
Two leak and spill proof valve regulated lead acid (VRLA) (12) volt batteries	_____
Battery capacity: Sufficient to power the arrow board through 14hrs. of night-time operation	_____
Solar charging: One adjustable solar panel and assembly	_____
MISC	
15 inch tires - **MINIMUM**	_____
Maintenance free batteries	_____
2" Bulldog hitch	_____

MINIMUM REQUIREMENTS	VENDOR'S PROPOSED
	_____
MUST MEET MUTCD REQUIREMENTS	_____

MANUAL AND PARTS BOOKS:

Successful bidder shall furnish one (1) Operators Instruction Manual for each arrow board. In addition, one (1) Parts Book and one (1) Illustrated Repair Manual shall be furnished to each Division purchasing one or more arrow boards.	_____

SPECIFICATIONS:

Each Bidder shall submit complete manufacturer's specification in duplicate and shall submit all other data to show that his proposal meets these specifications.	_____

INSPECTION AND DELIVERY OF EQUIPMENT TO COMPLY WITH VENDOR'S INSTRUCTION SHEET.

THE STATE OF OKLAHOMA RESERVES THE RIGHT TO WAIVE MINOR TECHNICALITIES UNDER THESES SPECIFICATIONS.

COMPLIANCE:

Bidder shall furnish a statement in writing on the Bid, in the Vendor's Statement below, or by an attached letter stating the Equipment proposed strictly meets these Specifications. If not, he shall list each variation therefrom.

USAGE AND SERVICE:

The bidder must provide assurance of the availability of repair parts and technical service at various locations with the State of Oklahoma.

(Complete the following)

List parts and service locations in Oklahoma

Name: _____	Name: _____
Address: _____	Address: _____
City: _____	City: _____
Phone: _____	Phone: _____

VENDOR'S STATEMENT (EQUIPMENT PROPOSED COMPLIES): YES: _____ NO: _____

_____

_____

DEALER: _____ **DATE:** _____

SIGNATURE: _____ **PHONE:** _____

ADDRESS: _____

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

EQUIPMENT SPECIFICATION **39-13** **4/2019**

TRAILER MOUNTED ATTENUATOR

GENERAL: This attenuator unit must be new and the Manufacturer's latest current production model as offered to the commercial trade with all standard accessories and equipment fully serviced and ready to operate. All variations from the model indicated must be described in the Vendor's Compliance section of this Specification.

FILL IN ALL SPACES SHOWING SPECIFIC INFORMATION, FAILURE TO COMPLY COULD RESULT IN BID REJECTION.

The intent of this unit is to:

1) **Reduce the severity of impact for occupants of errant vehicles that collide with the rear of a shadow or barrier vehicle.**
2) **Reduce crash severity for occupants of shadow vehicles.**
3) **Minimize or prevent damage to the shadow or barrier vehicle.**
4) **Reduce the time required to clear the accident scene and restore traffic flow.**

EXAMPLE MODELS: Vorteq TL-3

VENDOR'S PROPOSED TRAILER: MAKE: _____ MODEL: _____

MINIMUM REQUIREMENTS	VENDOR'S PROPOSED
MAJOR COMPONENTS	
1. Frame assembly	
2. Energy absorbing tubes	
3. Axle assembly	
4. Fender, wheel and tire assembly	
5. Impact Head	
TRAILER DIMENSIONS:	
Maximum - 96"W x 36"H x 23' 6"L	
GENERAL ASSEMBLY:	
Two (2) energy absorbing tubes shall be attached to the frame assembly with a special splice connection.	

The frame and the two (2) energy absorbing tubes will serve as the primary longitudinal frame elements as well as the primary energy dissipation system.	
The axle assembly shall be bolted on the energy absorbing tube and shall include the axle, fenders and wheels and tires.	
A lunette ring shall be attached to the end of the frame assembly for connection to the tow vehicle equipped with a 20 ton pintle hook.	

NO MODIFICATION OF SUPPORT VEHICLE SHALL BE REQURED FOR OPERATION

MUST BE TESTED AND CERTIFIED TO NCHRP 350 OR MASH 2016 CRITERIA

LIGHTS AND VISIBILITY:	
Integrated light bar shall be bolted to the top of the impact head	
Side lights and markers	
Chevron panels on the face of the impact head utilizing highly reflective sheeting in yellow/black stripes	

LIGHTING ASSEMBLY MUST MEET OR EXCEED THE LIGHTING REQUIREMENTS SET FORTH UNDER FMVSS No. 108

MINIMUM REQUIREMENTS	**VENDOR'S PROPOSED**
ARROW BOARD:	
Dimensions: 48" x 96"	
Must be Solar Powered	
Shall contain 15 LED lights	
Must have battery bank	
Flashing Mode:	
1. Right Arrow	
2. Left Arrow	
3. Double Arrow	

4. Caution Bar	
5. Four Corner	
Self-contained power to raise and lower unit	

HARDWARE:

To include all mounting hardware for installation on 33,000 Dump Truck	

CORROSION PROTECTION:

All components of the energy dissipation system, including the impact head, trailer frame assembly, all exposed bolts and attachment hardware shall be hot-dip galvanized to prevent corrosion.	

PAINT:

All exposed Metal shall be primed and painted with a protective Metal Primer; then painted Oklahoma Department of Transportation Yellow to comply with Federal Standard #595, Chrome Yellow Enamel #13432, DuPont #93-75306, School Bus Yellow or equal in color, shade and tone.

TRAINING:

Successful Bidder shall provide technical assistance for installation, maintenance and operation at the Bidders expense.

SERVICE AND PARTS:

a) Bidder shall furnish upon request, a list of established manufacturer's authorized locations where an adequate stock of current parts and service are available.
b) Consideration in awarding bids shall be given to parts and service availability.

SERVICE MANUALS & PARTS BOOKS:

Successful bidder shall furnish one (1) Operators Instruction Manual for each attenuator. In addition, one (1) Parts Book and one (1) Illustrated Repair Manual shall be furnished to each Division purchasing one or more attenuators.

SPECIFICATIONS:

Each bidder shall submit complete manufacturer's specification in duplicate and shall submit all other data to show that his proposal meets these specifications.

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

EQUIPMENT SPECIFICATION **39-13** **4/2019**

THE STATE OF OKLAHOMA RESERVES THE RIGHT TO WAIVE MINOR TECHNICALITIES UNDER THESES SPECIFICATIONS.

COMPLIANCE:

Bidder shall furnish a statement in writing on the Bid, in the Vendor's Statement below, or by an attached letter stating the Equipment proposed strictly meets these Specifications. If not, he shall list each variation therefrom.

VENDOR'S STATEMENT (EQUIPMENT PROPOSED COMPLIES): YES: _____ NO: ____

_____

_____

DEALER: _____ **DATE:** _____

SIGNATURE: _____ **PHONE:** _____

ADDRESS: _____

_____

_____

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION
EQUIPMENT SPECIFICATION 39-13 04/2017

TRUCK MOUNTED ATTENUATOR (TMA)

GENERAL: The complete truck mounted attenuator (TMA) system shall be designed to make attachment to a variety of support vehicles and be raised and lowered from inside the cab of the support vehicle. TMA system shall be raised and lowered 180 degrees. Major components stay together when detached from the support vehicle. The TMA must be capable of being mounted to a variety of vehicles with sizes ranging from 16,000 GVW to 26,500 GVW and still meet the NCHRP350 tests outlined below. The TMA frame shall be capable of collapsing when impacted by an errant vehicle. No portion of the TMA shall protrude forward under the truck damaging its vital elements during an impact. The TMA shall not protrude over into or under the truck when impacted. The TMA shall not impede the line-of-site of an arrow board or message board mounted on the truck and a height of 7'-0" to the bottom of the board. The TMA shall be delivered assembled and ready for attachment to the support vehicle. Standard mounting hardware that was used in crash testing certification shall be provided.

FILL IN ALL SPACES SHOWING SPECIFIC INFORMATION, FAILURE TO COMPLY COULD RESULT IN BID REJECTION.

REFERENCE MODEL: SAFE STOP 180TMA or equal

VENDOR'S PROPOSED TMA: MAKE: _____ MODEL: _____

MINIMUM REQUIREMENTS	VENDOR'S PROPOSAL
MAJOR COMPONENTS:	
Re-usable steel frame with articulating arms	
Dual cartridge attenuation system	
Steel backup attachment to host vehicle	
Hydraulic system capable of raising and storing the rear section of the system 180 degrees for transport and storage	
DIMENSIONS:	
L 13'2" x W 93" x H 45"	
CRASH TESTING CRITERIA:	
The TMA must have successfully passed NCHRP Report Test Level 3 and/or MASH 2016 Standards	
MISCELLANEOUS:	
The TMA shall have a lighting assembly, reflective devices	

MINIMUM REQUIREMENTS	VENDOR'S PROPOSAL
and associated equipment.	
The surface of the impact frame shall display a black and yellow inverted chevron pattern with 4 inch wide color bands.	
SERVICE AND PARTS:	
a) Bidder shall furnish upon request, a list of established manufacturer's authorized locations where an adequate stock of current parts and services are available.	
b) Consideration in awarding bids shall be given to parts and service availability.	

INSPECTION AND DELIVERY OF EQUIPMENT TO COMPLY WITH VENDOR'SINSTRUCTION SHEET

SERVICE MANUALS & PARTS BOOKS:

Successful bidder shall furnish one (1) Operators Instruction Manual, one (1) Parts Book and one (1) Illustrated Repair Manual to each Division purchasing one or more TMA.

SERVICE POLICY:

Manufacturer's Standard Service Policy shall be furnished, complete and unaltered with each unit delivered.

SPECIFICATIONS:

Each bidder shall submit complete manufacturer's specification in duplicate and other data to show his proposal meets these specifications and further guarantees that the machine furnished strictly complies with the manufacturer's specifications.

THE STATE OF OKLAHOMA RESERVES THE RIGHT TO WAIVE MINOR TECHNICALITIES UNDER THESES SPECIFICATIONS.

MINIMUM REQUIREMENTS	VENDOR'S PROPOSAL

DEMONSTRATION:

Bidders may be required to demonstrate the make and model machine bid, prior to the award to assure equality, correct specifications and productivity of subject machine.

SERVICE AND WARRANTY:

The Vendor shall furnish a standard Manufacturer's Service and Warranty Policy and shall pay any cost of inspection and adjustment that may be necessary in accordance with the Warranty. Because the maintenance of this equipment to remain in good operational condition without protracted time out for repairs is very important, it is essential that repair parts and service be adequate and readily available.

VENDOR SHALL FILL IN ALL SPACES UNDER VENDOR'S PROPOSED; FAILURE TO COMPLY MAY RESULT IN BID REJECTION.

COMPLIANCE:

Bidder shall furnish a statement in writing on the Bid or by attached letter and in the Vendor's Statement below, if their equipment proposed strictly meets these specifications. If not, they shall list each variation therefrom.

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

EQUIPMENT SPECIFICATION **39-13** **04/2017**

MINIMUM REQUIREMENTS	**VENDOR'S PROPOSAL**

VENDOR'S STATEMENT (EQUIPMENT PROPOSED COMPLIES): YES: _____ NO: ____

_____

_____

DEALER: _____ **DATE:** _____

SIGNATURE: _____ **PHONE:** _____

ADDRESS: _____

_____

_____

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

EQUIPMENT SPECIFICATION **39-05** **9/2026**

PORTABLE CHANGEABLE MESSAGE BOARD
SOLAR POWERED

GENERAL: This portable, solar powered changeable message board must be new and the Manufacturer's latest current production model as offered to the commercial trade with all standard accessories and equipment fully serviced and ready to operate. Both trailer mounted and trailer delivered models will be considered in compliance with this Specification. All variations from the model indicated must be described in the Vendor's Compliance section of this Specification. All models must meet current MUTCD Requirements for PCMS.

FILL IN ALL SPACES SHOWING SPECIFIC INFORMATION, FAILURE TO COMPLY COULD RESULT IN BID REJECTION.

EXAMPLE MODEL: Wanco WTMMB(A) or Spyder Platform PCMS

VENDOR'S PROPOSED: MAKE: _____ MODEL: _____

MINIMUM REQUIREMENTS	VENDOR'S PROPOSED
CONSTRUCTION:	
WEIGHT: 2600 lbs	
FRAME: 2 x 3 Inch steel tubing, MIG-welded	
CABINET: Aluminum sheet and welded channels	
COATING: Powder coated and oven-baked	
AXLE ASSY: 3500 lb capacity (if trailer mounted)	
- 4 inch drop axle (if trailer mounted)	
- 5 bolts on 4.5 inch BC idler hub (if trailer mounted)	
- Double eye leaf springs (if trailer mounted)	
TIRES:	
ST205/75 D15 (if trailer mounted or trailer delivered)	
DISPLAY:	
DEPLOYMENT: 360 Degree rotation on extendable mast	
RESOLUTION: Four amber LEDs per pixel	
MATRIX: 48 pixels wide/ 27 pixels high	

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

EQUIPMENT SPECIFICATION **39-05** **9/2026**

MINIMUM REQUIREMENTS	VENDOR'S PROPOSED
TEXT: Multiple fonts, 3 lines of 8 characters per line	
GRAPHICS: Capable of displaying arrows and chevrons	
LOCATION: Capable of relaying board location via GPS	
COMMUNICATION: Capable of relaying current message information and remote message changes via a wireless data connection	
POWER SYSTEM:	
BATTERY: 300 Ah capacity, capable of 120 hrs of operation on a full charge	
SOLAR PANELS: 170 W, capable of achieving a full battery charge in 18 hours or less	
OPTIONS:	
STANDARDS: complies with NTCIP standards	

INSPECTION AND DELIVERY OF EQUIPMENT TO COMPLY WITH VENDOR'S INSTRUCTION SHEET

SERVICE MANUALS & PARTS BOOKS:

Successful bidder shall furnish one (1) Operators Instruction Manual for each unit. In addition, one (1) Parts Book and one (1) Illustrated Repair Manual shall be furnished to each Division purchasing one or more systems.

SPECIFICATIONS:

Each bidder shall submit complete manufacturer's specifications in duplicate and shall submit all other data to show that his proposal meets these specifications.

THE STATE OF OKLAHOMA RESERVES THE RIGHT TO WAIVE MINOR TECHNICALITIES UNDER THESE SPECIFICATIONS.

DEMONSTRATION:

Bidders may be required to demonstrate the make & model machine bid, prior to the award to assure equality, correct specifications and productivity of subject system.

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

EQUIPMENT SPECIFICATION **39-05** **9/2026**

MINIMUM REQUIREMENTS	VENDOR'S PROPOSED

VENDOR SHALL FILL IN ALL SPACES UNDER VENDOR'S PROPOSED; FAILURE TO COMPLY COULD RESULT IN BID REJECTION.

DEALER: _____ **DATE:** _____

SIGNATURE: _____ **PHONE:** _____

ADDRESS: _____

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

EQUIPMENT SPECIFICATION **39-11** **5/2022**

SOLAR POWERED PORTABLE TRAFFIC SYSTEM

GENERAL: The solar-powered portable traffic signal system (PTSS) shall consist of two or more portable traffic signals (PTS) capable of controlling up to 16 phases of traffic. The PTSS shall be capable of controlling up to 30 PTS trailers of which any one trailer may be addressed as the Master and the rest as Remote(s). The PTS shall be trailer-mounted units. The PTSS shall have the capability to be transported and deployed by a single operator. Each trailer shall have a bank of batteries, solar recharging capability, utility power connection, two signal heads, an integrated radio, and a solid-state signal controller with integrated malfunction management program.

FILL IN ALL SPACES SHOWING SPECIFIC INFORMATION, FAILURE TO COMPLY COULD RESULT IN BID REJECTION.

EXAMPLE MODELS: JTI PTS2000

VENDOR'S PROPOSED TRAILER: MAKE: _____ MODEL: _____

MINIMUM REQUIREMENTS	VENDOR'S PROPOSED
TRAILER SPECIFICATIONS:	
Each PTS trailer shall have a minimum of two traffic signal heads, one on the vertical mast and one on the horizontal mast arm. Signals shall meet the physical display and operational requirements of a conventional traffic signal as described in the Manual of Uniform Traffic Control Devices (MUTCD). Other dimensions shall be: • Trailers shall not exceed 7'0" in width • Signal head on upright mast shall be a minimum of 8'0" above the pavement • The horizontal mast shall be capable of displaying a signal head up to 15'0" from the edge of the trailer • Minimum 17'clearance above pavement shall be maintained for mast arm signals • Multiple signal head positions shall be available on the horizontal mast arm • Minimum 8' horizontal distance between signal heads shall be maintained	

- The mast and arm shall be hydraulically lifted and extended by a single operator
- The hydraulic pump shall power the mast and arm in both deployment and stowage
- The mast and arm shall deploy over the roadway without obstructing the travel lane
- The PTS shall be fully deployed and stowed without the operator entering the traffic lane
- A single locking pin shall ensure the mast remains upright
- The solar panel array shall be place into position by means of an electro-mechanical actuator
- The solar panel array shall be able to tilt and rotate for optimum exposure to the sun and reduce snow and debris accumulation
- Controls for the mast and solar array shall be located in a lockable, weather-tight cabinet
- The hydraulic pump shall be located in a lockable enclosure

The trailer shall have four 8,000 lb. capacity (each) stabilizing jacks with 15” of complete travel, plus an additional 13.5” of reach from the drop leg. The jacks shall be capable of lifting the trailer 27.5”. Jacks shall be constructed with a 6” x 8” ground contact pad.

The PTS trailer shall withstand wind gusts up to 90 mph when supported by the leveling/stabilizing jacks.

The trailer shall not exceed 8’4” in height when folded for transport. The trailers shall be capable of tandem tow. Maximum length in tandem tow configuration shall be 29’1”. Each trailer shall have 15” 8-ply, Load Range D tires with a single 6,000 lb. capacity axle and electronic breaks with breakaway switch.

The trailer hitch shall have a 15,000 lb. GTW capacity. Hitch shall be a 2 5/16” coupler. Additional coupler options shall be available. The trailer shall have heavy-duty grade 30 safety chains with G43 safety hooks. Hitch height shall be adjustable in 2” increments, allowing 8” between bottom and top positions. The trailer tongue shall retract into the trailer frame for storage.

The trailer's main frame rails shall be ASTM A500 (B) structural steel tubing – 3/16" minimum. Fenders shall be heavy-duty square walk-on type. A lifting ring shall allow for placement of the PTS with a crane or similar device. The trailer chassis and mast shall be labeled to designate pinch points, electrical hazards, and overhead powerline cautions.	
The trailer frame shall utilize a combination of UV resistant, Highway Safety Orange, powder coat topcoat with a zinc rich primer basecoat.	
All PTS trailer lighting and reflectors shall meet Federal DOT requirements.	
SIGNAL HEADS AND SAFETY LIGHTS:	
Each PTS trailer shall incorporate at minimum, two ITE approved polycarbonate or aluminum three-section signal head assemblies with 12" LED indications conforming to ITE specifications. The outer signal head shall be a mounted at the end of the extendable mast arm. The second signal head shall be mounted on the vertical mast at either the 8' or 10' position above the pavement. The second signal head shall have the ability to be quickly moved and mounted on the horizontal mast arm by the user. The PTS shall have the capability to accommodate five-section signal heads.	
The signal heads shall have the ability to be rotated 180 degrees to face the opposite direction. Both signal heads shall have the ability to rotate and lock in 10-degree increments.	
Signal heads shall be equipped with tunnel visors and 5-inch backplates	
A work zone safety indicator shall be located on the rear side of each signal head to alert workers of the traffic signal light status. The work zone safety indicator shall illuminate towards the work zone when the traffic signal displays a RED indication.	
MINIMUM REQUIREMENTS	**VENDOR'S PROPOSED**
PTS UNIT-TO UNIT TRANSCEIVER MODULE:	
Power output shall be 10mW – 1-watt power output (up to a 4-mile range, line of sight).	
Operating frequency shall be ISM 902-928 MHz.	
Transceiver shall have FHSS, Frequency Hopping Spread Spectrum.	

Modulation shall be FSK Frequency Shift Keying	
Encryption shall consist of a 256-bit AES Encryption (AES algorithm meets Federal Information Processing Standard-197 (FIPS-197).	
All external coax connections shall be environmentally sealed to protect from water intrusion. The antenna shall be vertically polarized.	
This device complies with part 15 of the FCC Rules. Operation is subject to the following two conditions: (1) This device may not cause harmful interference, and (2) this device must accept any interference received, including interference that may cause undesired operation.	

PTS ELECTRICAL SYSTEM:

Each PTS trailer shall have a standard bank of eight (8) 6-volt, 225-amp-hour deep cycle heavy-duty batteries and have the capacity to expand to include up to sixteen (16) 6-volt, 225-amp-hour deep cycle heavy-duty batteries. The self-contained power supply shall provide up to 21 days of continuous operation without solar array assist (with 8 batteries). The batteries shall be wired in a 12 VDC configuration.	
Accurate battery voltage shall be visible via an external Battery Voltage LED Display on the exterior of the control cabinet.	
The PTS shall be capable of continuous operation while connected to a standard 120 VAC power source. Each PTS trailer shall come with a built-in 120V battery charger.	
The PTS trailer shall be equipped with two 260W solar panels standard (520W total). The solar array shall have the ability to tilt and rotate to increase solar collection efficiency. An electro-mechanical system shall be included to raise and lower the solar panels into an optimum solar collection angle. When in the stored position, the solar panel array shall be entirely within the boundaries of the trailer framework.	
A charge controller shall be provided for interfacing between the solar panels, the control system, and the batteries. The charge controller shall be rated to handle the solar system maximum outputs. It shall have current limiting capabilities.	

All PTS instrumentation shall be mounted in a lockable, weatherproof enclosure. There shall be a Master ON/OFF switch, a RAISE/LOWER switch, EXTEND/RETRACT ARM switch and a RAISE/LOWER SOLAR ARRAY switch in the control cabinet. The PTS control cabinet shall have a light wired to a motion sensor switch to turn off the interior cabinet light when the cabinet door is shut to conserve power. An LED battery strength indicator display shall be located on the exterior of the cabinet to view battery strength without opening the cabinet door. The solar charge controller shall be located in the control cabinet.	
MINIMUM REQUIREMENTS	**VENDOR'S PROPOSED**
CONTROLLER:	
The controller shall be capable of controlling up to 16 phases of traffic utilizing a system of up to 30 individual PTS trailers.	
Each PTS trailer shall have a solid-state microprocessor-based controller. Any one controller can serve as the Master controller.	
The controller shall be powered by the portable traffic signal's 12 VDC battery system.	
The controller shall have a high contrast liquid display made up of two lines of 18 characters each. Backlighting shall be enabled upon keyboard activation to ease operation under low light conditions. The controller front panel shall display all conditions including fault/alert conditions and messages, active phase times, and a visual display of both the radio transmit and receive status. An alarm shall sound in the event the controller detects a problem.	
Indicators shall be solid state, ultra-bright LEDs. All the indicators shall be provided on the Master and the Remote controllers. The indicators shall be arranged and colored to represent each signal light. Status indicators shall include: *Link* – indicates that the unit is transmitting and receiving data. *System Status* – indicates that the controller is ready to communicate with external devices via Bluetooth connection. *System Stop* – shows that the system is in default STOP condition. *Alerts* – provides notice that data logs should be reviewed *Signal Red, Yellow and Green* – represent each PTS signal indication to show status.	

The following basic controls shall be prominently displayed on the controller front panel for immediate user access: • • RUN • • STOP TIME • • FLASH YELLOW • • FLASH RED • • ALL RED • • VEHICLE CALLS	
The signal state upon start up shall be programmable as Solid Red, Red Flash, or Yellow Flash.	
The controller shall be capable in pre-timed, fully-actuated, semi-actuated, or manual modes. In actuated mode, the controller shall provide for timing for Minimum Green, Maximum Green, Green Extension, Gap Time, Yellow, and All Red Clearance.	
The controller shall have available the following programming times: • • RED 1-999 seconds • • YELLOW 3-999 seconds • • GREEN 3-999 seconds All times shall be settable in 1/10th second increments.	
The controller shall have the capability for both local on-screen menu-driven programming and remote programming using a tablet or laptop. The controller shall provide for programming changes while the system is in operation. Any trailer's controller shall be programmed as the Master, while others being Remotes. Each controller shall be capable of storing ten (10) user-programmed traffic signal plans selectable for use by the front panel controls.	
The controller shall the capability to integrate any combination of fourteen (14) Driveway Assistance Devices (DADs) or PTS trailers into a PTSS.	
The controller shall the capability of being programmed to rest in the last phase green or any phase green.	
The controller shall have the capability to automatically change timing plans based on the time of day or day of the week. The controller shall allow a minimum of ten (10) time-of-day timing plan changes.	

When operating in actuated mode, the controller shall have the capability to return to the last green interval during the red clearance interval when a vehicle call is received provided no other phase has received a call. This feature will time an adjustable red interval before engaging the recycle.

The controller shall be capable of extending the red clearance time when a slow-moving vehicle is detected traveling through a one-lane work zone.

Programming and prioritization of preemption shall be capable, including emergency preemption, traffic-sensored calls, manual calls and delayed calls.
The controller software shall include microwave sensors and also support all methods of vehicle detection, including:

- • Microwave sensors
- • Doppler sensors
- • Video detection
- • Induction loop
- • Emergency preemption

The controller system activation inputs and signal outputs shall be mappable. This shall enable detector and phase assignments to be changed to any trailer in the PTSS. Each PTS trailer shall be capable of supporting up to four individual sensor inputs. Programming shall allow multiple PTS units assigned to a phase.

The controller shall have the ability to register and retain a vehicle call on any designated phase if the vehicle call was made at the time when the clearance interval was initiated.

In low battery condition, the controller software shall automatically switch the trailer to a minimum power mode to preserve battery power. There shall be a priority tree of power management. The software shall strategically turn off power-consuming elements without effect to the traffic signal's control of traffic. When the power level is depleted to the level where safe operation of the system is not possible, the Master and the Remote PTS shall revert to a pre-programmed fault mode.
Selectable fault modes shall be:

- • FLASH RED
- • SOLID RED
- • FLASH YELLOW

The PTS controller shall include a malfunction management system capable of monitoring the following functions in real time:

- • Loss of communication
- • Active conflicting signal indications
- • Loss of signal indication
- • Improper input voltage levels
- • Battery voltage

The system shall be capable of distinguishing between hard and soft failures. Hard failures include conflicts between trailer signal lamp indications and lack of signal (all indications of the same color are out on a trailer). Soft failures include temporary loss of communication between trailers and temporary loss of sufficient power.

When a hard failure is detected, the PTS shall default to a Fail state until the issue is resolved, and the system is restarted by the user. The system shall not automatically restart on these errors. In the event of a soft failure, the PTS system shall revert to a Fail state and may resume operation automatically if communication is restored or low battery voltage returns to proper level.

A Fault is a condition resulting in a hard failure. A warning is a condition resulting in a soft failure from which the system can recover automatically, or non-critical low battery voltage, or loss of a single indication.

Individual PTS and whole system health conditions shall be monitored, and warnings and faults shall be logged at all times. The master controller shall monitor all functions of remote PTS units and display all conditions. Remote controllers shall also report their individual health status. Each controller shall create and retain performance logs of all recent faults and warnings.

Operating temperatures shall be -40◦F to +205◦F. Standard LCD shall be two lines by 16 columns. Digital inputs/outputs shall be optically isolated. The controllers shall withstand 10 g’s of shock.

The PTS signal operation shall have a means of real-time manual/flagger control. Manual control shall override the automatic operation. Operation shall be performed at either the main user interface of the controller, with a hand-held wireless remote-control, or through the RMS portal.

WIRELESS REMOTE CONTROL:

The Wireless Remote Control may be used as a manual control for the PTS signal and as a status monitor for the PTSS.

Electrical

- • External power supply voltage shall be 10-18 VDC
- • The remote shall operate in temperatures from -20◦F to +140◦F
- • The remote shall be water resistant
- • The remote shall have automatic turn on and turn off feature
- • The remote shall have an external power connection in addition to battery power

Operational

- • The hand-held control device shall provide visual and audible confirmation of the signal status and/or change.
- • The hand-held control device shall be capable of calling a programmed signal phase to green. The hand-held control shall not be capable of overriding or shortening the programmed red clearance interval.
- • The hand-held control device shall be capable of controlling the PTS when operating as a Pilot Car control signal.
- • Activity time out shall be 5 minutes
- • Operating time on a 9-volt battery shall be a minimum of 10 hours
- • Operating distance from any unit shall be up to ¼ mile

LCD Displays

- • Current Traffic Signal Light Status
- • Current Mode of Operation
- • Any Fault Conditions
- • Low Battery
- • Serial No. and Software Version
- • Receive and Transmit
- • Out of Range Warning

REMOTE MONITORING:

The PTSS shall have the provisions to be equipped with a remote monitoring system (RMS). The RMS shall be capable of reporting signal location, battery voltage including a low battery voltage alert, timing information, signal indications are functioning, and system faults and warnings.
The RMS shall include a password protected website viewable via an internet connection. In the event of a system fault, the RMS shall provide specific information concerning the cause of the system fault. Upon a fault event, the RMS shall immediately contact up to eight (8) previously designated individuals via text messaging or email.
The RMS shall also include video monitoring and feedback capabilities. Each PTS shall be equipped with two cameras, one facing towards traffic and one facing the work zone. The system shall be accessible via the web interface and shall display video images with time stamp

The PTS shall have the ability to receive a new or revised signal timing plan via the web interface.

The RMS shall display a dashboard for Virtual Manual Control. This dashboard shall provide the means to pause signal operation, place calls, and display active status of all phases of the PTSS.

TRAINING:

Successful Bidder shall provide technical assistance for installation, maintenance and operation at the Bidders expense.

SERVICE AND PARTS:

a) Bidder shall furnish upon request, a list of established manufacturer's authorized locations where an adequate stock of current parts and service are available.
b) Consideration in awarding bids shall be given to parts and service availability.

SERVICE MANUALS & PARTS BOOKS:

Successful bidder shall furnish one (1) Operators Instruction Manual for each attenuator. In addition, one (1) Parts Book and one (1) Illustrated Repair Manual shall be furnished to each Division purchasing one or more attenuators.

SPECIFICATIONS:

Each bidder shall submit complete manufacturer's specification in duplicate and shall submit all other data to show that his proposal meets these specifications.

INSPECTION AND DELIVERY OF EQUIPMENT TO COMPLY WITH VENDOR'S INSTRUCTION SHEET.

THE STATE OF OKLAHOMA RESERVES THE RIGHT TO WAIVE MINOR TECHNICALITIES UNDER THESES SPECIFICATIONS.

COMPLIANCE:

Bidder shall furnish a statement in writing on the Bid, in the Vendor's Statement below, or by an attached letter stating the Equipment proposed strictly meets these Specifications. If not, he shall list each variation therefrom.

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

EQUIPMENT SPECIFICATION **39-11** **5/2022**

VENDOR'S STATEMENT (EQUIPMENT PROPOSED COMPLIES): YES: _____ NO: ____

_____

_____

DEALER: _____ **DATE:** _____

SIGNATURE: _____ **PHONE:** _____

ADDRESS: _____

_____

_____

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

EQUIPMENT SPECIFICATION **39-16** **5/2022**

Automated Flagger Assistance Device (AFAD)

GENERAL: The AFAD (Automated Flagger Assistance Device) shall be a temporary traffic control device that functions under the same operational principles as traditional flagging and be operated by a flagger via remote control. The AFADs shall be trailer-mounted units. Each unit shall be self-contained and consist of one 2-section polycarbonate signal head (red and yellow) on a telescoping stanchion mounted to a Type 4 trailer. The AFAD shall have a reflective, mechanical gate arm that is manually controlled to regulate vehicle/queue movement through the work zone.

FILL IN ALL SPACES SHOWING SPECIFIC INFORMATION, FAILURE TO COMPLY COULD RESULT IN BID REJECTION.

EXAMPLE MODELS: JTI SENTINEL AFAD

VENDOR'S PROPOSED TRAILER: MAKE: _____ MODEL: _____

MINIMUM REQUIREMENTS	VENDOR'S PROPOSED
TRAILER SPECIFICATIONS:	
Each AFAD shall have a minimum weight of 700 lbs. as standard equipped. The overall dimensions of the unit when deployed shall be 146"H x 100"L x 61"W.	
The overall dimensions of the AFAD during transport shall be 80"H x 93"L x 51"W. Each trailer shall have a 2" coupler ball hitch for towing and must have the ability to tandem tow. The trailer shall have 5.30" x 12" load range B tires with an 1,100 lb. torsion axle.	
The trailer's main frame rails shall be ASTM A500 Grade B square tubular steel. AFAD signal stanchion shall be square tubular steel. The AFAD shall have an 8 ft. composite gate arm with reflective sheeting that is hinged in the middle with a heavy-duty butterfly hinge for transport. A hand-winch system shall be used to raise the AFAD signal head. The stanchion shall utilize safety locks in the deployed position. The battery cabinet shall be lockable and weatherproof to protect the batteries from weather, vandalism and theft.	

The trailer frame shall utilize a combination of UV resistant, Highway Safety Orange, powder coat top-coat with a zinc rich primer basecoat. It shall have Conspicuity Tape on the front, sides and back of the trailer for reflectivity and visibility.	
All AFAD lighting and reflectors shall meet Federal DOT requirements.	
The AFAD shall be equipped with four stabilizing outrigger jacks and one hand-crank jack. Each outrigger jack shall be a hand-crank jack of 2,000 lb. capacity with a 4” x 7” steel foot plate.	
SIGNAL HEAD:	
The AFAD signal head shall consist of one 2-section polycarbonate signal head (red and yellow). LEDs shall be warrantied for a 5-year life span. Optional aluminum signal heads and backplates may be available.	

MINIMUM REQUIREMENTS	**VENDOR’S PROPOSED**
AFAD UNIT-TO-UNIT TRANSCEIVER MODULE:	
Power output shall be 10 mW – 1 watt power output (up to 4 mile range).	
Operating frequency shall be ISM 902 - 928 MHz.	
Transceiver shall have FHSS, Frequency Hopping Spread Spectrum.	
Modulation shall be FSK Frequency Shift Keying.	
Encryption shall consist of a 256-bit AES Encryption (AES algorithm meets Federal Information Processing Standard-197 (FIPS-197))	
All external coax connections shall be environmentally sealed to protect from water intrusion. The antenna shall be vertically polarized.	

NO MODIFICATION OF SUPPORT VEHICLE SHALL BE REQURED FOR OPERATION

HAND-HELD WIRELESS REMOTE CONTROL:

The hand-held wireless remote control shall be water resistant with a durable housing and components. The remote shall be capable of wirelessly operating multiple AFAD units simultaneously and shall also be able to control units individually with multiple remotes connected. The hand-held wireless remote shall have bidirectional communication with confirmation status of all operation of the AFAD units.

The wireless hand-held remote control shall be able to display the following messages:

- Current AFAD Indication Status
- Any AFAD Fault Conditions
- Low Remote Battery
- Low AFAD Battery
- Software Version
- Out of Range Warning
- Received Signal Strength Indication

The hand-held wireless remote control shall have a replaceable internal battery capable of operation for a minimum of 10 hours. The remote shall have an external power supply voltage input of 10-18 VDC. An external power connection to a vehicle power source may be available.

Operating temperature shall be from -20° F to +140° F.

Communication protocol shall meet IEEE Standard 802.15.1 Standards. Operational frequency range shall be between 2.402 GHz - 2.480 GHz. Operational range shall be up to 1000 meters.	
The remote control shall not override any safety settings and timings in the AFAD Controller programming. In the event of communication loss between the AFAD Controller and the remote, the AFAD system shall revert to an all red indication.	

MINIMUM REQUIREMENTS	VENDOR'S PROPOSED
HAND WINCH SYSTEM:	
The AFAD stanchion shall be raised and lowered using a manual hand-winch system	
GATEARM:	
The AFAD shall have an 8-ft composite mechanical gate arm with red/white reflective sheeting. The gate arm shall be hinged at the middle to stow for travel with a heavy-duty butterfly latch. The gate mechanism shall be operated by a heavy-duty actuator with limit switches. The arm shall be counterweighted for smooth operation.	
AFAD ELECTRICAL SYSTEM:	
Each AFAD unit shall have a standard bank of two (2) 6-volt, 225 amp-hour deep cycle heavy-duty batteries. The self-contained power supply shall provide 10 days of continuous operation without solar array assist (with 2 batteries). The batteries shall be wired in a 12 VDC configuration.	

The AFAD units shall allow total operation of the AFAD while plugged into a standard 120 VAC power source. Each AFAD unit shall come with a built-in 120V battery charger.	
A one-panel photo voltaic solar array shall be available for the AFAD, ranging from 80-85 watts power produced. The PV solar panel shall pan and tilt on 2 axis to obtain maximum solar exposure.	
All AFAD instrumentation shall be mounted in a lockable, weatherproof enclosure. There shall be a Master On/Off switch. An LED battery strength indicator display shall be located on the exterior of the controller cabinet to view battery strength without opening the cabinet door. A solar charge controller shall display battery voltage, solar charging current and state of charge	

CONTROLLER:

The AFAD shall include a AFAD Controller, a specifically designed microprocessor-based controller.	
The AFAD Controller shall measure 10”L x 7 ½”W x 3”H and weight 3 lbs.	
The AFAD Controller shall be powered by the AFAD’s 12VDC battery system.	
The AFAD Controller shall have a high contrast liquid crystal display made up of two lines of 16 characters each. The controller front panel shall display all conditions including fault/alert conditions and messages, active phase times and a visual display of both radio transmit and receive status. An alarm beeper shall sound when the controller detects a problem.	

Front panel indicators shall be solid state ultra-bright LEDs. Status Indicators include: • *Link* – indicates whether the unit is transmitting or receiving data. • *System Status* – indicates system status. • *System Stop* – shows that the system is in default STOP condition. • *Alerts* – indicate a system-wide concern. System-wide logs will reflect the necessary action required. • *Signal Red and Signal Yellow* – represent each AFAD signal light.	
The AFAD Controller shall use an operating system that monitors the individual unit and whole systems health conditions, retains performance logs of all recent faults and warnings. Fault and operating conditions monitored shall include: ○ Loss of communications ○ Active conflicting signal indications ○ Loss of all instances of a single lamp color ○ Improper input voltage levels ○ Battery voltage	
A remote monitoring system may be an option on the AFAD. If the remote monitoring option is installed and a fault condition occurs, the Sentinel shall send a text or email message to up to 8 addresses.	

Operating temperature shall be -40°F to +205°F. Standard LCD shall be two lines by 16 columns. Digital inputs/outputs shall be optically isolated.	
The AFAD shall operate with a 2-section head consisting of a 12' Red and Yellow Lens. The gate arm shall descend to a down position across the approach lane of traffic when the steady CIRCULAR RED lens is illuminated and then ascends to an upright position when the flashing CIRCULAR YELLOW lens is illuminated. To inform motorists to stop, the AFAD shall display a steadily illuminated CIRCULAR RED lens and the gate arm shall be in the down position. To inform motorists to proceed, the AFAD shall display a flashing CIRCULAR YELLOW lens and the gate arm shall be in the upright position. A change interval shall be provided as the transition between the display of the flashing CIRCULAR YELLOW indication and the display of the steady CIRCULAR RED indication. During the change interval, the CIRCULAR YELLOW lens shall be steadily illuminated. The gate arm shall remain in the upright position during the display of the steadily illuminated CIRCULAR YELLOW change interval. The steadily illuminated CIRCULAR YELLOW change interval should have a minimum duration of 5 seconds.	
The AFAD controller shall be capable of scaling redundant conflict monitoring and lamp out detection. If any errors are detected, the AFAD shall default to a fail state until the issue is resolved, and the system is restarted by a user. The system shall not automatically restart on these errors. In the event of temporary unit-to-unit communication loss, the AFAD system shall revert to a fail state and may resume operation automatically if the communication is restored. Safeguards shall be incorporated in The AFAD Controller to prevent the flagger(s) from actuating a simultaneous display of a flashing CIRCULAR YELLOW lens at each end of the TTC zone.	

TRAINING:

Successful Bidder shall provide technical assistance for installation, maintenance and operation at the Bidders expense.

SERVICE AND PARTS:

a) Bidder shall furnish upon request, a list of established manufacturer's authorized locations where an adequate stock of current parts and service are available.
b) Consideration in awarding bids shall be given to parts and service availability.

SERVICE MANUALS & PARTS BOOKS:

Successful bidder shall furnish one (1) Operators Instruction Manual for each attenuator. In addition, one (1) Parts Book and one (1) Illustrated Repair Manual shall be furnished to each Division purchasing one or more attenuators.

SPECIFICATIONS:

Each bidder shall submit complete manufacturer's specification in duplicate and shall submit all other data to show that his proposal meets these specifications.

INSPECTION AND DELIVERY OF EQUIPMENT TO COMPLY WITH VENDOR'S INSTRUCTION SHEET.

THE STATE OF OKLAHOMA RESERVES THE RIGHT TO WAIVE MINOR TECHNICALITIES UNDER THESES SPECIFICATIONS.

COMPLIANCE:

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

EQUIPMENT SPECIFICATION **39-16** **5/2022**

Bidder shall furnish a statement in writing on the Bid, in the Vendor's Statement below, or by an attached letter stating the Equipment proposed strictly meets these Specifications. If not, he shall list each variation therefrom.

VENDOR'S STATEMENT (EQUIPMENT PROPOSED COMPLIES): YES: _____ NO: ____

_____

_____

DEALER: _____ **DATE:** _____

SIGNATURE: _____ **PHONE:** _____

ADDRESS: _____

_____

_____

OKLAHOMA DEPARTMENT OF TRANSPORTATION
STATUTORY CERTIFICATION

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

1. (S)he is the duly authorized agent of _____, the Contractor under the Contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract;

2. (S)he is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract;

3. Neither the Contractor nor anyone subject to the Contractor's direction or control has paid, given or donated or agreed to pay , give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached;

4. That the Contractor has registered and fully participates in the Status Verification system, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor; and

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

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

_____ _____
Signature Date

_____ _____
Printed Name Title

OKLAHOMA DEPARTMENT OF TRANSPORTATION
ATTACHMENT D1
US DOT CERTIFICATION FOR FEDERAL-AID CONTRACTS

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report lobbying”, in accordance with its instructions.

3. The vendor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

OKLAHOMA DEPARTMENT OF TRANSPORTATION
ATTACHMENT D2
US DOT CERTIFICATION OF ELIGIBILITY

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

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

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

a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and

b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and

c. does not have a proposed debarment pending; and

d. has not had any public transaction (federal, state, or local) terminated within the preceding three (3) years for cause or default; and

e. has not been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years, except:

_____

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

OKLAHOMA DEPARTMENT OF TRANSPORTATION
ATTACHMENT D3
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
ASSURANCES

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

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

1. That the Vendor agrees that each “program” and each “facility,” as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a “program”) conducted or will be (with regard to a “facility”) operated in compliance with all requirements imposed by or pursuant to the Regulations.

2. That the Vendor shall insert the following notification in all solicitations for bids for work or materials subject to the regulations made in connection with the Federal-aid Highway Program and, in adapted form, in all proposals for negotiated agreements:

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

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

3. That the Vendor shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.

4. That the clauses of Appendix B of this assurance shall be included, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Vendor receives federal financial assistance to construct a facility or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Vendor receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

7. That the Vendor shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Vendor with other parties (a) for the subsequent transfer of real property acquired or improved under the Federal-aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal-aid Highway Program.

8. That this assurance obligates the Vendor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein, or structures or improvements thereon; in which case the assurance obligates the Vendor or any transferee for the longer of the following periods: (a) the period during which the property used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; of (b) the period during which the Vendor retains ownership or possession of the property.

9. The Vendor shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he or she delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, vendors, sub-contractors, transferees, successors in interest; and other participants of federal financial assistance under such program will comply with all requirements imposed by or pursuant to the Act, the Regulations, and this assurance.

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

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

Attachments:
Appendices A, B, C, and D

APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes Vendors) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor (hereinafter includes Vendors) with regard to the work performed by it during the contract, shall comply with the Americans with Disabilities Act Non-Discrimination Clause referenced at https://www.ok.gov/odot/documents/ADA%20Clause.pdf and will not discriminate on the grounds of race, color, sex, age, national origin, religion, disability/handicap, or income status, in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

a. withholding payments to the contractor under the contract until the contractor complies; and/or

b. cancelling, terminating, or suspending a contract, in whole or in part.

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

APPENDIX B

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

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

(HABENDUM CLAUSE)

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

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

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

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

APPENDIX C

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

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

   A. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Grantee will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Grantee and its assigns.*

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

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APPENDIX D

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

Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.

2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

3. Federal-Aid highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);

4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

7. The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and vendors, whether such programs or activities of the Federal-aid recipients, sub-recipients and Vendors, whether such programs or activities are Federally funded or not);

8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § § 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

OKLAHOMA DEPARTMENT OF TRANSPORTATION
ATTACHMENT D4
DRUG FREE WORKPLACE

1. The Vendor, _____, certifies that (s)he will continue to provide a drug free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Establishing an ongoing drug free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Vendor's policy of maintaining a drug free workplace;

      iii. Any available drug counseling, rehabilitation and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee that will be engaged in the performance of the project be given a copy of the statement required by paragraph a;

   d. As a condition of employment under the project, the employee will;

      i. Abide by the terms of the statement, and;

      ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e. Notifying the Department and the Federal Highway Administration in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal Highway Administration has designated a central point for the receipt of such notices. Notice shall include the identification numbers of each affected project.

f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted.

g. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973; as amended, or;

h. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

i. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

OKLAHOMA DEPARTMENT OF TRANSPORTATION
DISADVANTAGED BUSINESS ENTERPRISES POLICY STATEMENT

1. It is the policy of the Department to ensure that Disadvantaged Business Enterprises (D.B.E.) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently the D.B.E. requirements of 49 CFR Part 26 applies to this Contract. These provisions apply to all federal-aid projects, regardless if there is a DBE goal.

2. The Department or its Vendor which are recipients of Federal-aid funds agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and sub-contracts financed in whole or in part with federal funds provided under this Contract. In this regard, the Department and its Vendors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.

3. The Vender must follow the requirements outlined in the DBE Program Manual, located at https://www.ok.gov/odot/Doing_Business/Civil_Rights/Civil_Rights_-_Publications,_Posters_and_Brochures.html.

4. Failure to carry out the requirements set forth above shall constitute a breach of Contract, and, after the notification of the Department, may result in termination of the Contract by the Department or other such remedy as the Department deems appropriate.

OKLAHOMA DEPARTMENT OF TRANSPORTATION
ATTACHMENT D6
FEDERAL HIGHWAY ADMINISTRATION CONTRACT REQUIREMENTS

Assurances and Certifications of the Vendor

STATE OF _____)
) §
COUNTY OF _____)

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

That he or she, whether as an individual, a member of said co-partnership or officer of said Corporation is the fully authorized agent of _____ (Vendor), further identified as the prospective participant in this project which involves Federal funding, and has full knowledge and authority to make the assurances and certifications associated with the Federal Highway Administration Contract Requirements referenced below; and that:

1. The prospective participant is currently in compliance with the referenced requirements.

2. The prospective participant will act with regard and to remain in compliance with the referenced requirements for the life of this Contract.

Federal Highway Administration Contract Requirements

D1. US DOT Certification for Federal-Aid Contracts

D2. US DOT Certification of Eligibility

D3. Title VI of the Civil Rights Act of 1964

D4. Drug Free Workplace

D5. Disadvantaged Business Enterprises Policy Statement

D6. Federal Highway Administration Contract Requirements

_____ _____
Signature Date