



# SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

**Dispatch via Print**

## Department of Transportation

DEPT OF TRANSPORTATION  
PROCUREMENT BRANCH  
200 NE 21ST STREET  
OKLAHOMA CITY OK 73105

<b>Request Quote ID.</b>	<b>Date</b>	<b>Buyer</b>	<b>Page</b>
3450003234	03/10/2009	Karen Wallis	1
<b>Payment Terms</b>	<b>DateTime</b>	<b>Quote Open</b>	<b>Closing</b>
0 Days	03/10/2009	04:09 PM	04/15/2009 02:30 PM

Requisition Number Reference:

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OKLAHOMA CITY OK 73105

**Bill To:** DEPT OF TRANSPORTATION  
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200 NE 21ST STREET  
OKLAHOMA CITY OK 73105

**Vendor:** NAME

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

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

City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

### Supplier Responses

Line	Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	096120 Consulting services	1	SUM		

In-Depth Study Determine DBE Availability and Analyze Disparity in the Transportation Contracting Industry in Oklahoma.

[DO NOT PUT PRICE BID ON THIS SHEET--COMPLETE COST PROPOSAL (ATTACHMENT D)]

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

2	096120 Consulting services	1	SUM		
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Full litigation support services required after the production of the Analysis, including (a) providing to or on behalf of ODOT all testimony, evidence and litigation support necessary to defend the process and results of the Analysis in any lawsuit or administrative procedure or hearing; and (b) re-evaluation and correction of the Analysis consistent with the conclusions rendered in any order, determination or finding and shall produce an Analysis that will be acceptable in all respects.

[DO NOT PUT PRICE BID ON THIS SHEET--COMPLETE COST PROPOSAL (ATTACHMENT D)]

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

#### COMMENTS:

Bidders please provide the following contact information for order inquiries and expediting:

Your Contact Person's Name: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

1. Sealed bids shall be opened by the Purchasing Branch at the Department of Transportation, 200 NE 21st Street, Second Floor, Room 2-A-4, Oklahoma City, Ok. 73105 at the date and time indicated for bid closing printed on the of the Solicitation Request

2. Bids and any bid amendments thereto shall be submitted in a single

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envelope, package or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package or container. BID NUMBER AND BID OPENING DATE MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE OR CONTAINER.

3. Bidder shall acknowledge receipt of any/all amendment(s) to bids by signing and returning the bid amendment(s). Amendment acknowledgement(s) may be submitted with the bid reply or may forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the bid number and opening date on the front of the envelope. Purchasing must receive the amendment acknowledgement(s) by the opening time and date specified for receipt of bids for bid to be deemed responsive. Failure to acknowledge bid amendments shall be grounds for rejection.
4. Bids received after the opening time and date shall be deemed non-responsive and shall NOT be considered for any resultant award.
5. This form must be made out in the name of the bidder and must be properly executed by an authorized person, signed in ink, and notarized with full knowledge acceptance of all its provisions.
6. Submitted bids are rendered as a legal offer and any bid, when accepted by the Department of Transportation, shall constitute a firm contract.
7. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted on the approved form. All bids, quotations, and contracts shall be typewritten or written in ink. Any corrections to this instrument shall be initialed in ink.
8. Penciled bids shall NOT be accepted and shall be rejected as non-responsive. Penciled corrections shall NOT be accepted and shall be grounds for rejection as non-responsive.
9. Bidder guarantees unit prices to be correct.
10. Firm prices shall be F.O.B. Destination. The bidder shall prepay all packaging, handling, shipping and delivery charges.
11. Purchases by the State of Oklahoma are not subject to any sales tax or Federal excise tax. Tax exemption certificates shall be furnished upon request.
12. In accordance with Title 74, Section 85.40 ALL travel expenses to be incurred by the vendor that are part of a service contract shall be included in the total bid price/contract amount.
13. All bids submitted shall be subject to Central Purchasing Act, Central Purchasing Rules, and other Statutory Regulations as applicable, these General and Special Conditions, bid specifications, and all other terms and conditions listed or attached herein-all of which are made part of this invitation to bid.
14. No oral statement of any person shall modify or otherwise affect the terms,

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conditions, or specifications stated in the bid and/or the resultant contract. All modifications to the bid/contract shall be made in writing by the Purchasing Branch.

15. The State reserves the right to reject any bid that does not comply with the requirements and specification of the bid. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the State.

16. Clarification pertaining to the contents of this bid shall be directed in writing to the Buyer listed on Page 1.

17. Contracts resulting from this bid may be awarded on an ALL OR NONE basis, by individual item or grouped items, whichever is deemed to be in the best interest of the State of Oklahoma. Contract awards will be made to the lowest and best bidder unless the bid specifies the best value criteria are being used. Contract award decisions are further subject to any additional terms and conditions contained in this bid.

18. Contractor shall be required to deliver merchandise as bid. The Purchasing Branch Manager shall approve any deviations or product/service changes in writing. Substitutions/changes made without the Purchasing Branch Manager's approval may be grounds for punitive remedies.

19. Bids on reproduction equipment must state their compatibility requirements as they relate to the use of recycled paper.

20. Manufacturers' Name and Approved Equivalents: Any manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand for which they are an authorized representative, 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 with their proposal, sketches, and descriptive literature, and/or complete specification. 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, which do not comply with these requirements, are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

21. Audit and Records Clause. (a) 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 Sate, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract term. If an audit, litigation, or other action involving such records are started before the end of the three year period,

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	the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.				

22. To obtain a copy of the bid tabulation results of any bid, a letter requesting such accompanied by a self-addressed stamped envelope must be sent to the Buyer.

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**STATE OF OKLAHOMA  
OKLAHOMA DEPARTMENT OF  
TRANSPORTATION**



**Request for Proposal #3450003234**

**A Study to Determine DBE Availability and Analyze Disparity  
in the Transportation Contracting Industry in Oklahoma**

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## 1.0 GENERAL INFORMATION

### 1.1 PURPOSE

The purpose of this RFP is to solicit sealed proposals to establish a contract to conduct an in-depth study which will determine the extent to which barriers exist that impact small, disadvantaged businesses' ability to participate in federally assisted contracting opportunities in the transportation industry in Oklahoma. This study must encompass highway contracts (including metropolitan planning organizations).

### 1.2 DEFINITIONS

Bidder: A person, partnership, firm, corporation, or joint venture submitting a bid proposal for the purpose of obtaining a state contract.

Contract: Comprises the RFP, any addenda thereto, the bid proposal, and the purchase order. The contract constitutes the entire agreement between the state and the Vendor.

Disadvantaged Business Enterprise (DBE) Program: A US Department of Transportation (US DOT) affirmative action program designed to ensure nondiscrimination in the award and administration of DOT-assisted contracts in the US DOT's highway, transit, and airport financial assistance programs. The purpose of the program is to help to create a level playing field on which DBE firms can compete fairly for contracting opportunities.

Race-conscious goals: Race- and gender-conscious goals that are placed on federally assisted construction and consulting contracts as a condition of award. At the time that the presumed successful proposer is identified, the proposer must submit documented evidence that it will be able to achieve the pre-determined percentage of participation on that contract or agreement in the form of one or more work items being subcontracted to DBE firms.

As a condition of award, the Oklahoma Department of Transportation (ODOT) requires a good faith effort be made and documented by the Vendor or consultant. This is a formal process that is the responsibility of the ODOT Regulatory Services Office in conjunction with other appropriate Department staff.

Race-neutral goals: Race- and gender-neutral goals that make up part of ODOT's overall annual goal. This type of DBE participation in contracting opportunities is obtained **without** placing a required DBE goal on a project or agreement. This percentage represents the amount of DBE participation ODOT expects to obtain through neutral measures, e.g. unbundling of contracts, bonding and lending assistance, or DBE participation in the DBE Supportive Services Program.

### 1.3 BACKGROUND

#### **ODOT Organization**

ODOT is headquartered in Oklahoma City, Oklahoma, with Division Offices in Muskogee, Antlers, Ada, Perry, Clinton, Buffalo, Duncan and Tulsa.

ODOT's Regulatory Services Office, located in the headquarters is responsible for monitoring DBE firms, serves as the sole certifying agency for U.S. DOT recipients in Oklahoma and provides oversight for goal setting and participation attainment for ODOT projects. It also provides DBE

supportive services in-house. ODOT receives an average of \$100,000 per year in federal funds to operate the Supportive Services program.

**DBE Programs**

ODOT Divisions under the Director of Engineering, Director of Capital Programs and Director of Operations, are responsible for overseeing the project development, letting, bidding, and award of contracts. Federally-assisted projects are reviewed for DBE subcontracting potential, and if appropriate, a goal is included which becomes a condition of award. Projects that are wholly state-funded are not subject to DBE goal setting. Part of this review includes gathering input from staff in the Division where the project will be located.

**ODOT’s Goal Setting**

ODOT uses the goal-setting methodology described in 49 CFR Part 26, Subpart C 26.45 to determine an annual overall goal (Attachment A). The process includes a description of the steps for:

- Setting the Annual Participation Goal (APG) base figure;
- Determining adjustments to the APG base figure;
- Determining race conscious and race neutral percentages.

This process is performed once each year and provides ODOT with an overall annual goal made up of two (2) distinct parts. Part one (1) is a percentage of DBE participation to be obtained by setting percentage goals on individual projects. Part two (2) is a percentage of DBE participation that ODOT believes it can obtain through neutral measures. This neutral participation occurs in the absence of goals, or is achieved above and beyond goals that have been set. The Federal Highway Administration (FHWA) reviews ODOT’s goal setting process each year to ensure that the proper, approved process has been followed.

Another component of the process is a survey of minority, women’s and general Vendor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses.

Finally, a public notice is published to inform the public of the new APG for the upcoming year and inviting interested parties to review the methodology process and make comments.

**Demographics**

**OKLAHOMA POPULATION DEMOGRAPHICS  
US 2000 Census**

White	76.2%
Black or African American	7.6%
American Indian & Alaska Native	7.9%
Asian	1.4%
Native Hawaiian & other Pacific Islander	0.1%
Hispanic or Latino	12.5%
Female	49.1%

**DBE GOAL SETTING HISTORY**

YEAR	OVERAL GOAL	CONSCIOUS GOAL	NEUTRAL GOAL
2003	9.5%	8.5%	1.0%
2004	7.72%	6.22%	1.50%
2005	8.82%	7.82%	1.0%



2006	8.5%	6.5%	2.0%
2007	8.1%	5.1%	3.0%
2008	8.1%	4.52%	3.58%
2009	8.8%	4.4%	4.4%

### 2009 DBE DEMOGRAPHICS<sup>1</sup>

ETHNICITY	FEMALE	MALE
Caucasian	71	0
Hispanic American	3	28
Native American	10	54
Black American	7	33
Asian Pacific American	1	1
Subcontinent Asian American	0	0
Total	92	116

#### Bidder's Registration

The total of all bidders currently registered with the ODOT (includes DBE firms) is 708 as of July 2008.

#### 1.4 SCOPE OF WORK

The scope of work shall include the following components for coordination with Langston University, determining the availability of DBE firms able and willing to perform work, and for providing a statistical analysis which will determine if/or how much disparity results from discrimination.

##### 1.4.1 Coordination with Langston University

- a. Coordinate with individuals who are affiliated with Langston University as contracted by ODOT to insure that local and state views and conditions are properly understood, quantified and incorporated.
- b. Utilize the services of Langston University as contracted by ODOT in order obtain and understand local barriers in obtaining bonding and financing, disparities in business formation and earnings, studies and findings of governmental agencies and commissions, lawsuits and other legal actions and other statistical evidence, as may be appropriate in preparation for further analysis.
- c. Utilize the services of Langston University as contracted by ODOT in order to insure hearings and other group meetings or solicited gatherings are properly publicized through appropriate channels and notifications and conducted in locations that maximize the participation opportunities and that any resulting anecdotal information as may be collected is accurately recorded and packaged for further analysis.

##### 1.4.2 Availability Analysis

- a. Determine DBE availability estimates for the area of: highways. To the extent allowable, vendor will use ODOT's existing electronic data base systems, and will incorporate information on prime Vendors and first-tier subVendors, professional services consultants, and grantees.

<sup>1</sup> Because the Oklahoma Department of Transportation is the sole-certifying agency for DBE firms in Oklahoma, these statistics include all transportation-related certifications, not just those who work on ODOT projects.

- b. Determine geographic markets and product markets for construction contracts, professional services contracts and grantees. Geographic markets will be defined by county and by Division. Product markets will be defined according to the most recent version of the North American Industrial Classification System (NAICS) code.
- c. Define the universe of firms potentially available to work in the identified industries. Determine the population numbers for DBE firms and non-DBE firms.
- d. Determine if, or how many DBE and non-DBE firms are misclassified in race, ethnicity, or gender of firms' ownership.
- e. Calculate availability estimates to be used by ODOT and MPO's for a) overall statewide goal-setting, and (b) contract/agreement/grant specific goal setting based on the detailed industries present in any given project.
- f. Provide an estimate of what ODOT DBE participation might look like in the absence of contract-based DBE subcontracting goals. This will provide insights into how much of the overall goal for FHWA projects could be met by strictly race or gender neutral means.

#### **1.4.3 Disparity Analysis**

- a. Provide an analysis of discrimination and its effect separately for each of the groups presumed disadvantaged by 49 CFR Part 26 as amended.
- b. Provide an analysis of barriers in obtaining bonding and financing, disparities in business formation and earnings, studies and findings of governmental agencies and commissions, lawsuits and other legal actions and other statistical evidence, as may be appropriate.
- c. Provide an analysis of factors other than discrimination that may account for statistical disparities between DBE availability and participation.
- g. Provide an analysis of anecdotal information gathered through statewide hearings or other information gathering techniques.
- h. Provide an analysis of any differences between DBE availability and DBE participation in race-neutral and race-conscious contracts, agreements and grants.
- i. Provide a legal analysis section setting forth the legal framework for the analysis.
- j. Provide assumptions made that impact the analysis, particularly discussing: any approaches utilized and support for the approach, the market area and regional breakdown utilized and reasoning behind the breakdown utilized, and any contracts or other information that were or were not included in the analysis, and the reasons for their inclusion or exclusion, as well as any limitations on the use of any data/proxies.
- k. Descriptions of the methodology used by Vendor in its data collection and evaluation, availability analysis, utilization analysis, and anecdotal evidence. In general, Vendor should address the complications of measuring potential discrimination when a DBE Program's own success may skew the numbers.

- I. Provide recommendations as to how often an availability and/or disparity study should be conducted in order to maintain the validity and integrity of the program.

#### **1.4.4 PROJECT MANAGEMENT**

Detailed timetables and milestones for projecting and tracking progress will be developed by the vendor and agreed upon by ODOT. Detailed progress reports will be required so that progress on the project can be monitored. Regular meetings will be held with vendor to discuss progress and problems. The projected term of this contract is not to exceed 12 months.

#### **1.4.5 LITIGATION SUPPORT**

As a part of this RFP it shall be understood and fully contemplated that the DBE Availability and Disparity Analysis to be produced by the bidder upon award of this contract may be the subject of Judicial, Legislative or Executive Branch legal proceedings. The Scope of Work shall therefore include full litigation support services after the production of the Analysis required as follows:

- a. The successful bidder shall provide to or on behalf of ODOT all testimony, evidence and litigation support necessary to defend the process and results of the Analysis produced by the bidder in: (i) any lawsuit in a court of competent jurisdiction; (ii) any legislative proceeding to include meetings with individual legislators or legislative committees, formal hearings, and any presentations to legislative interim study committees or the Legislature as a whole; (iii) any administrative procedure or hearing before an executive branch agency of the State of Oklahoma or of the United States.
- b. In the event that any Judicial, Legislative or Executive Order, determination or finding concludes that all or any portion of the Analysis is incorrect, insufficient, or in any respect unacceptable, the bidder shall be responsible to re-evaluate and correct the Analysis consistent with the conclusions rendered in such order, determination or finding, and shall produce an Analysis that will be acceptable in all respects.

#### **1.5 DBE GOALS**

Although no DBE goals have been placed on this Request for Proposal, and there are no DBE requirements as part of award, Vendors are encouraged to consider DBE firms when subcontracting opportunities are part of their submission. Regardless of whether a subcontractor is a DBE, all subcontractors must be identified when the proposal response is submitted.

#### **1.6 CONTRACT MANAGEMENT**

The ODOT Regulatory Services Manager will serve as the agreement administrator for the contract, and will be the primary point of contact for the vendor. The Regulatory Services Manager will review and approve all invoices and supporting documentation for payment.

#### **1.7 TERMS & CONDITIONS**

##### **1.7.1 GENERAL CONDITIONS**

The State of Oklahoma's CONDITIONS AND INSTRUCTIONS TO VENDORS and STANDARD CONTRACT TERMS AND CONDITIONS are hereby incorporated by reference into this solicitation as if set forth herein in their entirety. They are located on the Internet at <http://www.okladot.state.ok.us/projmgmt/contracts/index.htm>. If you do not have access to the Internet, you may contact the Purchasing Branch at 405-521-2708 to obtain a copy of the State's CONDITIONS AND INSTRUCTIONS TO VENDORS or STANDARD CONTRACT TERMS AND CONDITIONS.

No additional terms and conditions included with the response to this RFP shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this RFP if submitted either purposely through intent or design or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed the general and special conditions in this RFP are the only conditions applicable to this RFP and the vendor's authorized signature affixed to the Signature Page attests to this.

### **1.7.2 AMERICANS WITH DISABILITIES ACT**

Vendor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

### **1.7.3 NONDISCRIMINATION REQUIREMENTS – Standard DOT Assurances**

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

**Compliance with regulations:** The Vendor shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation - Title 49 Code of Federal Regulations Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of Oklahoma shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.

**Nondiscrimination:** The Vendor, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Vendor shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Vendor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

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

**Information and Reports:** The Vendor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Oklahoma Department of Transportation or any duly authorized representative of the Federal Government to be pertinent to ascertain compliance with such regulations or directives. Where any information required of a Vendor is in the exclusive possession of another who fails or refuses to furnish this information, the Vendor shall so certify to the State Department of Transportation, or any duly authorized Federal Agency as appropriate, and shall set forth what efforts it has made to obtain the information.

**Sanctions for Noncompliance:** In the event of the Vendor's noncompliance with the nondiscrimination provisions of this Agreement, the Oklahoma Department of Transportation shall impose such Agreement sanctions as it or any Federal funding agency may determine to be appropriate, including, but not limited to:

1. withholding of payments to the Vendor under the Agreement until the Vendor complies, and/or
2. cancellation, termination or suspension of the Agreement, in whole or in part.

**Incorporation of Provisions:** The Vendor shall include the provisions of the above nondiscrimination requirements in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Vendor will take such action with respect to any subcontract or procurement as the Oklahoma Department of Transportation or any Federal funding agency may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Vendor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Vendor may request the Oklahoma Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

#### **1.7.4 CONTRACT TERM**

The term of the contract will be for 12 months.

#### **1.7.5 METHOD OF PAYMENT**

Progress payments will be made at a frequency of no more than once per month. Detailed progress reports will be required with each invoice in order to approve payment.

### **2.0 INSTRUCTIONS FOR PROPOSAL SUBMISSION**

#### **2.1 Proposal Submission**

Proposals must be received by the time and date specified in the solicitation document (2:30 p.m., Wednesday, April 15, 2009). Proposals must be submitted manually. One (1) original and five (5) copies of the technical proposal and one (1) complete electronic copy (MS Word) on a CD-R and one original price proposal are required. Proposals must be sealed. All proposals will be date and time stamped upon arrival at the ODOT Purchasing Branch and stored in a secure place until proposal opening time. The mailing and hand delivery address is:

**Response to RFP # 3450003234  
Oklahoma Department of Transportation**

**Purchasing Branch  
200 N.E. 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105-3204**

**Late Proposals.** Proposals received after the deadline will not be accepted.

**Proposal Opening.** Sealed proposals will be opened publicly the day after the proposal closing date at 10:30AM. Only the names of the proposers will be identified at the public proposal opening.

## **2.2 Proposer Questions and ODOT Response**

ODOT staff will not respond to telephone inquiries or visitations by proposers or their representatives regarding the technical aspects of the RFP. However, proposers may submit written, faxed, or e-mailed inquiries and questions on or before April 3, 2009 at 2:30 PM. Written questions regarding the RFP, Terms and Conditions, or the Standard Contract should be submitted to:

Karen Wallis, ODOT Purchasing Manager  
Oklahoma Department of Transportation,  
200 N.E. 21<sup>st</sup> Street, Oklahoma City, OK 73105-3204.  
Fax: 405/522-2112  
Email: [kwallis@odot.org](mailto:kwallis@odot.org)

A written response to the inquiries will be prepared and posted at <http://www.okladot.state.ok.us/projmgmt/contracts/index.htm>. It is the proposer's responsibility to monitor the website (<http://www.okladot.state.ok.us/projmgmt/contracts/index.htm>) for any changes or amendments to the proposal.

## **2.3 Examination of Proposal Specifications**

The proposer is expected to examine carefully specifications, supplemental specifications, special provisions, and contract forms before submitting a proposal. The submission of a proposal will be prima facie evidence that the proposer has made such examination and is satisfied as to the conditions to be encountered in performing the work.

## **2.4 Consideration of Proposals**

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if, in the judgment of ODOT, it is in the best interest of the State.

## **2.5 Award of the Contract**

The award of contract, if it is awarded, will be made to the vendor with the highest number of points.

## **3.0 FORMAT FOR PROPOSALS**

### **3.1 RESPONSE FORMAT**

Proposal Preparation Instructions:

These instructions prescribe the format that proposals must follow and describe the approach for the development and presentation of proposal data. They are designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted proposals. There is no intent to limit the content of proposals. The proposal (including the "Technical and Cost" section) of the successful respondent shall be appended to and incorporated in the Contract. The terms and conditions set forth in the Contract should be reviewed carefully by each prospective respondent since compliance with those terms and conditions shall be mandatory.

**3.1.1** The proposal shall be submitted under the same cover at the same time, in two (2) distinct sections: a Technical proposal and a Cost proposal. Proposers must furnish all information requested in each section.

**3.1.2** Each proposal must be submitted in one (1) original and four (4) copies. Additionally, vendors must submit one complete electronic copy (MS Word) on a CD-R.

**3.1.3** The Business/Technical Proposal must be placed in a separate sealed envelope annotated "Business and Technical Portion of Proposal."

**3.1.4** The Cost Proposal must be placed in a separate sealed envelope annotated "Cost Proposal" and marked "Confidential."

**3.1.5** Proposals are to be prepared on standard 8.5" x 11" paper. Foldouts containing charts, spreadsheets, and oversize exhibits are permitted. The pages should be placed in a binder with tabs separating the sections of the proposal. Manuals and other reference documentation may be bound separately. All responses, as well as any reference material presented must be written in English.

The total proposal package shall not exceed twenty (20) double-spaced, single-sided 8½" x 11" pages, which does not include the cover letter. Section dividers and graphics, charts, resumes', spreadsheets, or exhibits do not count towards the page limitations. Pages contained in the vendor's proposal which are 11" x 17" will be counted as two (2) pages.

**3.1.6** Proposals must respond to the RFP requirements by restating the number and text of the requirement in sequence and writing the response immediately after the requirement statement. This RFP is available in electronic format upon request to the State.

**3.1.7** Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section of the proposal showing proposal section number and page number.

**3.1.8** Proposals shall be based only on the material contained in this RFP. The RFP includes addenda and other material published by the State pursuant to the RFP. The vendor is to disregard any previous draft material and any oral representations it may have received. All responses to the requirements in Section 1.4 and 3.2 of this RFP must clearly state whether the proposal will satisfy the referenced requirements, and the manner in which the requirement will be satisfied.

## **3.2 TECHNICAL PROPOSAL FORMAT**

### **3.2.1 VENDOR ORGANIZATION, QUALIFICATIONS & EXPERIENCE**

ODOT is looking for both breadth and depth of experience, individually and as a team. The vendor must include the following items relative to their company:

**3.2.1.1 (M)** Company name, and a statement indicating that the vendor is a corporation or other legal entity (which must be clearly specified, i.e., corporation, partnership, joint venture, limited liability partnership or company, trust, etc.), and indicating the jurisdiction where the Vendor is organized.

**3.2.1.2 (ME)** List the number of employees and how many with certifications, licenses, degrees, etc. will be assigned to the delivery of this RFP. List the certifications, licenses, or other specialized expertise that support your qualifications.

**3.2.1.3 (ME)** Provide a resume for the project manager and key staff who will be assigned to this project.

**3.2.1.4 (ME)** Number of years the proposing vendor has been in the business of conducting disparity/availability studies.

**3.2.1.5 (M)** Federal Tax ID number.

**3.2.1.6 (M)** Name, telephone number, position/title and email address of a person who will represent the company during the course of this evaluation and who can be contacted in case questions arise concerning the proposal.

### **3.2.2 PROJECT MANAGEMENT**

**3.2.2.1 (ME)** Describe the background and project management experience of the individual who will be placed in charge of this project.

**3.2.2.2 (ME)** Describe how you will assign staff to support the resulting contract.

**3.2.2.3 (ME)** Describe any other contracts you currently have in force that may compete for the resources that will be needed to complete this project. List the number of hours remaining and estimated completion date for each project.

**3.2.2.4 (ME)** Describe the availability of vendor staff to attend meetings and interact with ODOT staff.

**3.2.2.5 (ME)** Identify the location(s) where actual work will be completed.

**3.2.2.6 (M)** Identify the location of the office which will provide primary project control for this project

### **3.2.3 TECHNICAL APPROACH**

**3.2.3.1 (ME)** Develop a work plan and/or schedule for task completion based on a start date of June 1, 2009. Identify each major task, necessary subtasks, and/or specific milestones by which progress can be measured and payment made. Specify the estimated hours to accomplish each task.

**3.2.3.2 (ME)** Outline the approach and specific methods to be used to complete each project deliverable as described in 1.4 Scope of Work.



### **3.2.4 REFERENCES**

**3.2.4.1 (ME)** ODOT desires a close working relationship with a vendor that will help to support and ensure timely delivery of the final project. Consequently, ODOT needs to understand the teaming history of staff proposed to work on this project. Describe the experience this team has working together with your organization in terms of longevity of the relationship, organizational relationship, and number and types of contracts in which the proposed team currently share.

**3.2.4.2 (ME)** The proposing vendor must submit three (3) professional references from clients for whom a similar contract has been awarded within the past five (5) years. The proposing vendor must provide the reference questionnaire (Attachment B) to their proposed references. The questionnaire must be returned to the Purchasing Branch prior to the date and time of the RFP closing date. The Purchasing Branch reserves the right to verify any reference information it receives. However, no points for references will be awarded if the questionnaires are not received. ODOT cannot be used as a reference.

### **3.2.5 FINANCIALS**

**(ME)** Evidence of financial stability and capability to fund all costs associated with providing the products and services throughout the term of the contract. Publicly traded companies must provide copies of your SEC form 10K for years 2003 and 2004. Only one (1) copy of the SEC form 10K is necessary. In lieu of a SEC form 10K, privately-held companies must submit a consolidated financial statement that includes the information in Attachment C. If audited financial data is not available, explain in full and provide the latest non-audited information. Do not leave any element blank.

## **3.3 COST PROPOSAL**

**3.3.1 (ME)** Provide the information required in Attachment D in a separately sealed envelope labeled "Confidential Cost Proposal."

## **3.4 ADDITIONAL REQUIREMENTS**

### **3.4.1 (M) SAVE HARMLESS**

The Vendor shall exonerate, indemnify, and hold the Department harmless from and against and assume full responsibility for payment of all federal, state and local taxes or contributions imposed or required under unemployment insurance, social security, workman's compensation, and income tax laws with respect to the Vendor or the Vendor's employees engaged in the performance of this Agreement. The Vendor will maintain Worker's Compensation Insurance and will provide certificate of same if requested by the Department. The Department will not assume liability as an employer.

The Vendor must provide either a certificate of workers' compensation insurance issued by a surety licensed to write workers' compensation insurance in the State of Oklahoma, as evidence that the Vendor has in effect a current Oklahoma workers' compensation insurance policy, or an extraterritorial certificate approved by the Oklahoma Industrial Commission from a state that has a current reciprocity agreement with the Industrial Commission.

The Vendor shall protect, indemnify, and save the Department harmless from and against any damage, cost, or liability including reasonable attorney's fees for any or all injuries to persons,

property or claims for damages arising from any acts or omissions of the Vendor, its employees, or subcontractors.

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the Department be in any way personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this Agreement.

### **Independent Contractor Status**

The service or services to be rendered under this contract are those of an independent Contractor. Contractor is not an officer, employee or agent of the State of Oklahoma.

### **Commercial General Liability**

Vendor shall obtain, at Vendor's expense, and keep in effect during the term of this contract, Commercial General Liability Insurance covering bodily injury and property damage. This insurance shall include personal injury liability coverage, contractual liability coverage for the indemnity provided under this contract and products/completed operations liability. Combined single limit per occurrence shall not be less than \$2,000,000, or the equivalent. Each annual aggregate limit shall not be less than \$4,000,000, when applicable and will be endorsed to apply separately to each job site or location.

### **Errors and Omissions Coverage**

Vendor shall obtain, at Vendor's expense, and keep in effect during the term of this contract, Errors and Omissions Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per occurrence shall not be less than \$500,000.00, or the equivalent. Annual aggregate limit shall not be less than \$1,000,000.00.

### **Automobile Liability Insurance**

Vendor shall obtain, at Vendor's expense, and keep in effect during the term of this contract, Automobile Liability Insurance covering owned or non-owned vehicles. This coverage may be written in combination with the Commercial General Liability Insurance. Combined single limit per occurrence shall not be less than \$1,000,000.00

## **4.0 PROPOSAL EVALUATION**

### **4.1 EVALUATION METHOD**

An evaluation committee consisting of staff from the ODOT Regulatory Services Office and other ODOT staff members will review and evaluate qualifying proposals provided by the Purchasing Branch. The committee will evaluate the proposals using an evaluation guide developed for the RFP. Proposal ranking will be determined using a point award method which will be predetermined prior to the evaluation of the proposals. The committee may elect to interview a short-listed group of vendor's in person or via telephone. The successful vendor will be the vendor receiving the highest total points.

The Technical proposal shall be evaluated first as a "pass" or "fail" based on the mandatory submission requirements, and will later be scored based on the evaluation criteria outlined. The cost proposal shall be evaluated following the acceptance and scoring of the Technical section. Each technical specification and requirement has an evaluation code assigned as follows:

- **M** Mandatory Specification – Failure to comply with any specification with an M or ME notation will render Proposer’s proposal non-responsive and no further evaluation will occur. Proposer is required to respond to this specification with a statement outlining its understanding and how it will meet it.
- **E** Evaluated Specification – A response is required. If not available, respond with “Not Available” or other response that identifies Proposer’s ability to comply.
- **ME** Mandatory and Evaluated Specification – Response is required.

As outlined above, individual points will be awarded to all specifications with evaluated responses (E and ME).

The vendor must ensure that adequate and accurate responses are provided. It is the responsibility of the proposing vendor to provide complete answers to each requirement even if that results in redundant, duplicated material within the proposal. The evaluators are not required to search for the answers in other sections of the proposal.

**4.2 EVALUATION CRITERIA**

Proposals will be evaluated using a point method of award using predetermined criteria for each ME and E item identified in Section 3. The maximum points for each evaluation category are:

3.2.1 Vendor Organization, Qualifications & Experience	300
3.2.2 Project Management	150
3.2.3 Technical Approach	150
3.2.4 References	150
3.2.5 Financials	50
3.3 Cost	200
Total Points	1,000

**4.3 COST PROPOSAL EVALUATION**

The proposer with the lowest not-to-exceed cost proposal will receive the highest score. Cost proposals are evaluated using the following formula where the maximum points are 1000.

Lowest Proposal Price = 200 points

**Calculations for Next Proposal Price**

Lowest Proposal Price / Next Proposal Price x 200 = # of points  
 [Example: \$10,000 / \$12,000 x 200 = 166.7 points]

## 5.0 ADMINISTRATIVE REQUIREMENTS

### 5.1 Ownership of Contract Products

All materials produced as products of the contract resulting from this RFP will be the sole property of the Oklahoma Department of Transportation.

### 5.2 Administrative Appeals

ODOT will adhere to the procedures, policies, and regulations outlined in the Oklahoma State Statutes should any administrative appeal arise from this RFP.

### 5.3 Option of Obtaining Services Outside of the Contract Resulting from this Request for Proposals

ODOT reserves the right to contract separately for other services within the scope of this project and in the best interest of the State.

### 5.4 Public Disclosure of Information Contained in Proposals and Proposer Responsibilities

Proposals received shall remain confidential until the letters of intent have been issued. Thereafter, all proposals submitted in response to this request shall be deemed public record. In the event that a proposer desires to claim portions of its proposal as exempt from disclosure, **it is incumbent upon the proposer to identify those portions.**

At the time of proposal submittal, each page, or portion thereof, claimed to be exempt from disclosure must be clearly identified by placement of a stamped, typed or other notation employing such language as "trade secret", "proprietary", or "confidential" in the lower right-hand corner of each relevant page. In addition, if a proposer has claimed certain portions of the proposal to be exempt from disclosure, **the proposer shall provide substantiation of the claim in the proposal**, which can be included as an appendix. The substantiation should address the following: the specific portions which are alleged to be entitled to confidential treatment; measures taken by the proposer to guard against nonconsensual disclosure of the information to others, and the means by which such measures will be continued; the extent to which the information has been disclosed to others and the precautions taken; pertinent confidentiality determinations, if any, by other state or federal agencies; any other relevant facts to support the claim that the information meets the definition of "trade secret"; and, if appropriate, the reason that the information is not required to be disclosed by state or federal statute.

The Purchasing Branch and ODOT will consider a proposer's request(s) for exemption from disclosure; however, the Purchasing Branch and ODOT will make a decision predicated upon applicable law. An assertion by a proposer that the entire proposal is exempt from disclosure will not be honored.

### 5.5 Changes in RFP

Changes made in the RFP as a result of responses made to concerns must be made before proposal closing date and time. An addendum containing the revisions will be made available to all prospective proposers.

## **5.6 Withdrawal or Revisions of Proposals**

A proposer may withdraw or revise a proposal after it has been deposited with the State, provided the request for such withdrawal or revision is received by the State, in writing, before the time set for opening proposals.

## **5.7 Incurring Costs**

ODOT will not be liable for any costs associated with the preparation and presentation of a proposal submitted in response to this RFP.

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## **DBE ANNUAL GOAL METHODOLOGY PROCESS**

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The Oklahoma Department of Transportation (ODOT), in accordance with U.S. Department of Transportation (USDOT), will determine the Annual Participation Goal (APG) for each Federal Fiscal Year (FFY) for the ODOT Disadvantaged Business Enterprise (DBE) Program.

ODOT will calculate the APG using the criteria based in 49 CFR Part 26.45. The determination of the level of DBE participation will be based on the availability of all DBE businesses that are ready, willing, and able to participate on USDOT-assisted contracts in the State of Oklahoma. The determination will reflect a level of participation that ODOT would expect to have in the absence of discrimination.

In determining Step 1, the base figure for the relative availability of DBEs, ODOT will use the method identified in 49 CFR Part 26.45 (c)(2). To determine Step 2, adjustments if needed, ODOT will use the method identified in 49 CFR Part 26.45 (d)(1)(i). These steps as identified in 49 CFR Part 26.45 will establish the APG for each federal fiscal year.

During the APG establishment process all available information will be examined. ODOT will filter out firms not qualified to work on ODOT contracts (i.e. airport concessions, public transit, etc.)

### **1.1 STEPS FOR SETTING APG BASE FIGURE**

1. Determine the number of DBEs that have registered to bid on USDOT-assisted Prime highway construction contracts or subcontracts in the previous 3 years.
2. Determine the number of all businesses that have registered to bid on USDOT-assisted Prime highway design and construction contracts or subcontracts in the previous 3 years.
3. Divide the number of DBE registered bidders by the number of all businesses to derive a base figure for the relative availability of DBEs in the market.

### **1.2 STEPS FOR ADJUSTMENTS TO APG BASE FIGURE**

1. Identify the total amount of all state-funded contracts and subcontracts awarded to DBE firms and non-DBE firms in the previous 3 years.
2. Identify the total amount of all federal-aid contracts and subcontracts awarded to DBE firms and non-DBE firms in the previous 3 years.
3. Determine the overall participation on state-funded and federal-aid contracts and subcontracts based on dollar amounts to determine if adjustments are needed to the base figure.
4. Determine the percentage of past participation from the dollar amount from the state-funded and federal-aid dollar amounts identified in Step 3.
5. Make adjustments, if needed, to the APG base figure based on the amount of participation by the DBE firms as measured by the volume of work performed in recent years. (Information to be used will be from the most recent available information showing one full year plus the two preceding years.)

6. Take the median of the base figure percentage and overall past participation percentage to determine the Annual Percentage Goal to be established. (APG is rounded to 1/10<sup>th</sup> of a percent)

**EXAMPLE:** A base figure of 5% - Past participation on federal-aid contracts and subcontracts and on state-funded contracts and subcontracts median to 6.7% - equals overall APG of 5.85%. Annual Percentage Goal would be established at 5.8%.

## **OTHER FACTORS**

ODOT will conduct a survey to solicit input from minority, women's and general Vendor groups, community organizations, and other officials or organizations which could be expected to have information concerning the availability of disadvantaged and non-disadvantaged businesses. This survey will also address the effects of discrimination on opportunities for DBEs, and ODOT's efforts to establish a level playing field for the participation of DBEs. This survey will take place each year 4 to 8 weeks prior to the establishment and submittal of the proposed overall APG to the Federal Highway Administration (FHWA), Division Administrator.

ODOT will submit the overall fiscal year APG to the FHWA, Division Administrator, by August 1, of each year. A Public Notice regarding the proposed APG will be published at the same time. The Public Notice will inform the public that the APG and a description of how it was selected are available for inspection during normal business hours at the ODOT Headquarters Building, EEO Office, for 30 days from the date of the publication. ODOT will accept comments on the APG through September 15. The Notice will be published in the general-circulation media and available minority-focus media and trade association publications. ODOT will summarize any comments received during the 45-day comment period (August 1 through September 15) and will transmit a copy of this summary to FHWA. (Similar notifications will be made to FTA and FAA for their programs, when applicable.)

### **1.3 STEPS TO DETERMINE RACE/GENDER NEUTRAL AND RACE/GENDER CONSCIOUS PERCENTAGES LIKELY TO BE OBTAINED IN THE COMING FEDERAL FISCAL YEAR**

1. Obtain information showing the amount of DBE participation on Federal-aid contracts and subcontracts for the previous three FFY showing full data. Identify the amount of participation obtained through race/gender neutral and race/gender conscious means.
2. Obtain information showing the amount of DBE participation on State-funded contracts and subcontracts for the previous three FFY showing full data. Identified participation is determined as obtained through race/gender neutral means since no DBE goals are established on state funded projects.
3. Determine the amount of DBE participation on Federal-funded contracts and subcontracts for the previous three FFY showing the amount that exceeds the established goals on projects. Identified participation is determined as obtained through race/gender neutral means since amounts exceed the identified goals.
4. All DBE participation obtained based on the established goals is determined as race/gender conscious efforts.
5. Median the information to determine the overall amount of percentages met through race/gender neutral and race/gender conscious means.

6. With this information, calculate the percentage of the overall APG that will be met through race/gender neutral and race/gender conscious means. (Percentages are rounded to 1/10<sup>th</sup> of a percent)

**EXAMPLE:** APG of 5.8% - Past DBE participation identified on state-funded and federal-aid contracts and subcontracts equals 10,000,000. – Amount of participation obtained through race/gender neutral means equals 2,000,000. – Amount of participation obtained through race/gender conscious means equals 8,000,000. Calculated percentages equal 20% race/gender neutral participation and 80% race/gender conscious participation – Calculate the identified percentages of the APG 5.8% – equals 1.2% race/gender neutral and 4.6% race/gender conscious.

*\* Percentages identified will be rounded to 1/10<sup>th</sup> percent to establish the overall percentages to be obtained through the race/gender neutral means and the race/gender conscious means.*



## REFERENCE MAIL-IN QUESTIONNAIRE

PROPOSING VENDOR: \_\_\_\_\_ DATE: \_\_\_\_\_

REFERENCE: \_\_\_\_\_ PHONE: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_

### I. INSTRUCTIONS

#### A. Proposing Vendor

- Print the name of your reference on "Reference" line.
- Print your company name on "Proposing Vendor" line.
- Send this form to your reference. Three references are required. To ensure receipt of an adequate number of reference responses, send a Reference Sheet to more than three vendors.
- It will be your responsibility to follow up with your references to ensure timely receipt of all questionnaires.

#### B. Instruction for Reference

- Print the responding individual's name, title, phone # and date on the appropriate lines.
- Type your response in the following manner. Use this form or using a separate sheet of paper, restate each question followed by your answer.
- Mail, Email or fax your completed questionnaire to:

Oklahoma Department of Transportation  
Purchasing Branch  
Attn: RFP # 3450003234  
200 N.E. 21<sup>st</sup> Street  
Oklahoma City, Oklahoma 73105-3204  
FAX: (405) 522-2112  
Email: kwallis@odot.org

This completed questionnaire MUST be received by the bid due date. DO NOT return this questionnaire to the Proposing Vendor.

### II. Questions

A. What was the scope of the project you obtained from the vendor?

B. How long did it take the vendor to complete the project?  
If project is not completed give projected date of completion. \_\_\_\_\_

C. Please answer the following ten (10) questions using the scale provided:

1. Would you rate the quality of the vendor's service as:

Excellent _____	Good _____	Fair _____	Poor _____
Points (5)	(4)	(2)	(0)

2. How would you rate the response time of this vendor?

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_  
Points (5) (4) (2) (0)

3. Were the timelines identified for the project schedule consistently met?

Always \_\_\_\_\_ Usually \_\_\_\_\_ Sometimes \_\_\_\_\_ Never \_\_\_\_\_  
Points (5) (4) (2) (0)

4. Did the vendor keep you informed of progress?

Always \_\_\_\_\_ Usually \_\_\_\_\_ Sometimes \_\_\_\_\_ Never \_\_\_\_\_  
Points (5) (4) (2) (0)

5. Did the vendor keep you informed of problems that would affect the timely delivery of the project?

Always \_\_\_\_\_ Usually \_\_\_\_\_ Sometimes \_\_\_\_\_ Never \_\_\_\_\_  
Points (5) (4) (2) (0)

6. Rate their efforts to maintain contact with you on progress, meeting milestones, etc:

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_  
Points (5) (4) (2) (0)

7. Did you experience any problems with the accuracy of any invoicing/billing:

No \_\_\_\_\_ Yes \_\_\_\_\_  
Points (5) (0)

8. Rate how quickly and thoroughly the vendor resolved any invoicing/billing issues:

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_  
Points (5) (4) (2) (0)

9. Have the problems you have experienced been dealt with to your satisfaction?

Always \_\_\_\_\_ Usually \_\_\_\_\_ Sometimes \_\_\_\_\_ Never \_\_\_\_\_  
Points (5) (4) (2) (0)

10. Was this Vendor flexible in meeting your requirements?

Yes \_\_\_\_\_ No \_\_\_\_\_  
Points (5) (0)

If no, why? \_\_\_\_\_

D. What would you do differently the next time you undertake a similar contract?

E. Explain why you would or would not do business with this vendor again.

## VENDOR FINANCIALS

Proposer must provide evidence of financial stability and capability to fund all costs associated with providing the services throughout the term of the Contract. This information will be used in the RFP evaluation process, so ensure completeness and accuracy when providing this information.

NOTE: For publicly traded companies, provide copies of your SEC form 10K for years 2004 and 2005. Only one (1) copy of your SEC from 10K is necessary. For privately held entities responding to this RFP, financial information is Mandatory and failure to provide it will cause the response to be deemed non-responsive. In lieu of a SEC form 10K, privately held companies must submit a consolidated financial statement that includes the information in attachment A. If audited financial data is not available, explain in full and provided the latest non-audited information. Numbers must be in United States Dollars.

All date elements must be filled in and accounted for. For example, if the company has no interest payable, then indicate with a zero (0). Do not leave any item blank. You must use the form below if you do not submit SEC 10k's.

### CONSOLIDATED BALANCE SHEET

#### ASSETS

	<u>2007</u>	<u>2008</u>
Current Assets		
Cash	_____	_____
Receivable, net	_____	_____
Inventories	_____	_____
Prepaid Expenses	_____	_____
Total Current Assets	_____	_____
Fixed Assets	<u>2007</u>	<u>2008</u>
Net	_____	_____

#### LIABILITIES AND SHAREHOLDERS' (OWNERS') EQUITY

	<u>2007</u>	<u>2008</u>
Current Liabilities		
Accounts Payable	_____	_____
Income Tax Payable	_____	_____
Interest Payable	_____	_____
Current Portion of Long Term Debt	_____	_____
Total Current Liabilities	_____	_____
Long-term Debt	<u>2007</u>	<u>2008</u>
Bonds Payable	_____	_____
Shareholders' (owners) Equity	<u>2007</u>	<u>2008</u>
Common Stock	_____	_____
(\$1.00 par value)	_____	_____
Retained Earnings	_____	_____
Total Shareholders' (owners') Equity	_____	_____
Total Liabilities & Shareholders' Equity	_____	_____

# COST PROPOSAL

Proposer: \_\_\_\_\_

Proposer must complete the following information.

**Note:** The Cost Proposal must include an estimate of the number of hours and the fully burdened hourly rate for each consultant staff assigned to the project. The fully burdened hourly rate must include all costs for salaries, benefits, indirect costs, insurance, travel, lodging, office expenses and any other expenses associated with the project. No costs other than the fully burdened rates will be paid. ODOT realizes the hours will be estimates. A “not to exceed” bid must be furnished. The “not to exceed” amount should be calculated by multiplying the number of hours for each consultant times the proposer’s fully burdened hourly rate and then totaling the results. Total cost per each resource dedicated to the project will be added to the other project resources to develop a not-to-exceed cost for the project.

**ITEM #1: IN-DEPTH STUDY (SECTIONS 1.4.1 – 1.4.4)**

Skill/Resource and Name	Hours on the Project	Fully Burdened Rate	Total Cost to the Project
		<b>TOTAL NOT TO EXCEED COST:</b>	

**ITEM #2: LITIGATION SUPPORT (Section 1.4.5)**

Skill/Resource and Name	Hours on the Project	Fully Burdened Rate	Total Cost to the Project
		<b>TOTAL NOT TO EXCEED COST:</b>	