



1. Solicitation #: 24-TE-0034

2. Solicitation Issue Date: 3/13/2024

3. Brief Description of Requirement:

Logo Signing Program at selected locations on the highway system

Questions may be submitted until the end of the business day on Tuesday, March 19, 2024 with responses made available on Tuesday, March 26th, 2024.

The solicitation is let pursuant to 74 OS 85.12(B)(3)

4. Response Due Date¹: 4/4/2024

Time: 1:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address: _____

Common Carrier Delivery Address: _____

Electronic Submission Address: odotbids@odot.ok.gov

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

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

7. Contracting Officer:

Name: Stacy Welty
Phone: (405) 766-0493
Email: stacy.welty@odot.ok.gov

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

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

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

1. **RE: Solicitation #** 24-TE-0034

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit³:**

YES – Permit #: _____

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

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

YES - Filing Number: _____

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

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

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

YES – Include with the bid a certificate of insurance.

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

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

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

7. Disabled Veteran Business Enterprise Act

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

Authorized Signature	Date
Printed Name	Title



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

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

Agency Name: Oklahoma Department of Transportation Agency Number: 34500

Solicitation or Purchase Order #: 24-TE-0034

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

TABLE OF CONTENTS

A GENERAL PROVISIONS 6

B. SPECIAL PROVISIONS 12

C. SOLICITATION SPECIFICATIONS 13

D. EVALUATION15

E. INSTRUCTIONS TO BIDDER16

F. CHECKLIST.....16

G. OTHER17

H. PRICE AND COST17

I. ATTACHMENT A.....18

J. PRICING SHEET.....57

A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, included with this packet, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency electronically via email to the buyer listed in this solicitation. This will still remain a sealed bid and no attachments will be opened until bid closing.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", included with this packet, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. The bidder is required to submit an electronic copy.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

A.6. Bid Opening

Sealed bids shall be opened by the Oklahoma Dept of Transportation located at 200 N.E. 21st Street
Oklahoma City, OK 73105 at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Open Bid / Open Record

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

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

A.8. Late Bids

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

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

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

A.15. Award of Contract

- A.15.1. The Procurement Division Manager may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the Procurement Division Manager to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

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

A.17. Delivery, Inspection and Acceptance

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

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the Procurement Division Manager determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the Procurement Division Manager determines that termination is in the State's best interest. The Procurement Division Manager shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the Procurement Division Manager.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

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

A.27. Employment Relationship

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

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

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

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. This Solicitation is let pursuant to 74 OS 85.12(B)(3).

B.2. Definitions

- B.2.1.** The Department or Division is the Oklahoma Department of Transportation (ODOT), Procurement Division on behalf of the Transportation Cabinet which includes ODOT, Oklahoma Turnpike Authority and Oklahoma Aeronautics Commission.
- 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 ODOT prior to the execution of the contract, which modify or interpret the Response Documents by additions, deletions, clarifications, or corrections.
- B.2.4.** A Response is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Responding Documents.
- B.2.5.** The Base Response is the sum stated in the Response for which the Vendor offers to perform the work described in the Response Documents as the Base Response
- B.2.6.** 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.2.7.** A Vendor is a person or entity that submits a Response.
- B.2.8.** The Owner is the State of Oklahoma represented by ODOT on behalf of the Transportation Cabinet.
- B.2.9** A loaded mile is travel with freight.
- B.2.10** Mobilization is the supplier minimum cost per truck to be paid. Mobilization is only paid to the full amount if the per mile cost does not exceed mobilization cost.
Example 1: Cost per mile is \$0.50. Mobilization is \$100. ODOT requests a supply haul that is 300 miles, which would mean payment of \$150.00. No mobilization would be paid.
Example 2: Cost per mile is \$0.50. Mobilization is \$100. ODOT requests a supply haul that is 50 miles, which would be payment of \$25. Mobilization would be paid for \$75.00.

B.3. Response Documents

B.3.1. Copies

- B.3.1.1.** Vendors shall use complete sets of Response Documents obtained from the source indicated in the Solicitation for Responses.

B.3.2. Addenda

- B.3.2.1.** Addenda will be posted on the website and sent electronically or delivered to all who are known by ODOT to have received a complete set of Response Documents from ODOT.
- B.3.2.2.** Copies of the Addenda will be made available for inspection at ODOT.
- B.3.2.3.** No Addenda will be issued later than seven (7) calendar days prior to the date for receipt of Responses except an Addendum withdrawing the request for Responses or one which includes postponement of the date for receipt of Responses.
- B.3.2.4.** Each Vendor shall acknowledge that all Addenda and Amendments were received, by signing the Addenda and Amendment Forms.

B.4. Insurance Requirements

- B.4.1.** The Vendor shall carry on his work in accordance with the Worker's Compensation Act (85 O.S. § 1 et seq.) of the State of Oklahoma and shall not reject the provisions thereof during the life of the contract. A certificate of coverage must be returned with the contract.
- B.4.2.** General and Automobile Liability Insurance in the amount of not less than \$100,000/\$300,000, and Property Damage Insurance of not less than \$50,000/\$100,000 shall be carried by the vendor during the life of the contract. Certificates of such coverage must be returned with the contract.

B.5. Form of Contract Agreement

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

B.6. Labor

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

B.6.2. It is not anticipated that there is Federal funding for this project and Davis Bacon Wages should not apply.

C. SOLICITATION SPECIFICATIONS

C.1. Background & Purpose

The Oklahoma Department of Transportation is authorized by state legislation to contract with a third party for the installation and maintenance of specific service signs, also known as logo signs, on certain portions of the interstate highway system. In accordance with legislation, the Oklahoma Transportation Commission and the Oklahoma Department of Transportation have adopted rules and regulations for the implementation and operation of the logo signing program.

The logo signs shall provide motorists with directional information to business establishments offering food, gas, lodging and camping services as well as various tourism attractions. There are approximately 173 eligible highway interchanges. The purpose of this solicitation is to select a Contractor who shall administer the Logo Signing Program as outlined in the Request for Proposal (RFP).

There will be no expense to the ODOT under this contractual arrangement. Any expenses incurred by the Contractor would be recovered by the fees to be charged the Contractor's lessee (responsible operator of a motorist service business). The Contractor's compensation shall be in the form of those fees. There will be no financial obligation on part of ODOT as a result of this agreement.

The current listing of locations can be found online at

<https://oklahoma.interstatelogos.com/state/businessLocator.aspx?programId=068>

C.2. Notice To Prospective Contracting Firm – Buyout Disclaimer

C.2.1. The present contracting firm's "buyout" amount is estimated to be \$3.475 million on April 15, 2024. This figure was submitted to ODOT on January 31st, 2024.

The amount will be constantly changing as new construction takes place; as contracts are signed for new customers; and as existing customers sign renewal contracts. Therefore, it is anticipated the "buyout" amount could conceivably increase by several hundred thousand dollars between January 12 and April 15, 2024.

ODOT makes no claim to the accuracy, or inaccuracy, of the "buyout" amount.

It will be the responsibility of the new contracting firm, if one is selected, to verify this amount as well as other issues requiring resolution between the buyer and seller.

C.3. Project Guidelines

There are many requirements which must be integrated into the program by the successful Contractor. Those considerations are detailed in the sample contract provisions.

C.4. Contractor Responsibilities

The details of the Contractor's responsibilities are included in this document. Some of the major coordination activities shall include, but shall not be limited to the following:

C.4.1 Obtain ODOT approval of lease agreement to be used in the program

C.4.2 Provide ODOT annually with a notarized certification of conformity with program requirements for motorist service businesses participating in this program. This certification shall include a listing of each and every business participating in this program and a list of businesses that applied and were rejected as not meeting the eligibility criteria.

C.4.3 Sign lease agreements with eligible motorist service businesses.

C.4.4 Erect, or cause to be erected, specific service signs. Prior to the installation of any signs, the Contractor shall have an approved permit from the appropriate ODOT Field District. The application for a permit shall include, but shall not be limited to the following:

C.4.4.1 A detailed sign location plan identifying longitudinal and lateral placement of all proposed signs as well as size, legend, longitudinal, and lateral location of all existing signs within one-half mile of any proposed sign.

C.4.4.2 A proposed traffic control plan for each location where signs will be installed.

C.4.4.3 A proposed schedule of work.

All work shall be completed in accordance with provisions of the Manual on Uniform Traffic Control Devices (current edition), ODOT standard Specifications (current edition), and designated ODOT Standard Drawings.

Work shall not be started until an approved permit has been issued by the Field District. When construction is started, all work at a given interchange shall be completed within 45 calendar days or, as an option, all work at three consecutive interchanges, where work is to be done, shall be completed in 90 calendar days.

All work shall be inspected by the Engineer or his designated representative as provided for the approved permit. Any deficiencies found during the inspection shall be corrected by the Contractor prior to installation of the Logo.

C.5. Conduct routine and emergency sign maintenance

C.6. Submit quarterly reports to ODOT to include the following:

C.6.1 Date and location (route, direction and milepost) each sign structure is installed

C.6.1.1 Date and location (route, direction and milepost) each Logo sign is installed and removed.

C.6.1.2 Date and location (route, direction and milepost) of maintenance activities.

C.7. Submit an annual financial statement in a form as stipulated by ODOT. The report shall contain:

C.7.1 The names and addresses of the customers utilizing the program

C.7.2 Program annual gross revenue for the contract year.

C.7.3 Percentage of the eligible interchanges completed. Other items as stipulated by ODOT Audit Section.

C.8. ODOT Responsibilities and Rights

C.8.1 Review and approve lease agreement form

C.8.2 Periodically review signs for compliance with requirements.

C.8.3 Review quarterly and annual reports submitted by Contractor.

C.8.4 With or without notice, temporarily cover or remove any or all Logo signs in the performance of maintenance or construction operations, or whenever deemed by the Department to be in the best interest of the Department or traveling public.

C.9. Term and Amount

The term of this agreement shall be for a period of five (5) years, with three (3) additional five-year extensions, if not terminated by the Contractor or ODOT.

C.10. Other Requirements

Prior to commencement of work, the firm selected will be required to:

C.10.1 Maintain an Oklahoma office which is operated during regular working hours Monday through Friday. This office must also provide an answering service for off hours or emergency calls.

C.10.2 Provide a Performance Bond in the amount of \$100,000.00. During the term of the contract, this amount may be adjusted by ODOT.

C.10.3 Provide an Insurance Certificate naming the State as an additional insured in the amounts as stated in the contract provisions.

C.10.4 Execute a contract which is included in this package as a sample.

C.11. Proposal Content

The proposal shall include as a minimum:

C.11.1 Background, Experience and Financial Statement

C.11.1.1 Experience in the outdoor advertising or sign business. A description of experience and background in advertising and sales.

C.11.1.2 The qualifications of personnel who will be assigned to implement the proposal.

C.11.1.3 Prior experience in administering a specific information sign program for any other state.

C.11.1.4 Familiarity with Federal and State Laws relating to specific information sign programs.

C.11.1.5 A financial statement for review and evaluation which has been certified by an independent auditor.

C.11.1.6 A bank reference.

C.11.2 Implementation of the Program

C.11.2.1 A description of how the Contractor proposes to "plan, organize, direct, and control" the "Specific Information Sign Program."

C.11.2.2 "Strategies and tactics" that will result in customer satisfaction.

C.11.2.3 Methods for the erection of specific information signs.

C.11.2.4 Estimation of the number of business signs that the Contractor expects to erect in each of the first two (2) years.

- C.11.2.5 A description of the Contractor's proposed approach to the scheduling of work around the state.
- C.11.2.6 A description of the procedures the Contractor will employ to monitor whether previously qualified businesses remain eligible to be identified through Business Signs.

C.11.3 Marketing Sales Strategy

- C.11.3.1 A description of how the Contractor will "plan, organize, direct, and control" the marketing sales methods for the "Specific Information Sign Program" to reach maximum market penetration.
- C.11.3.2 A description of the goals and objectives of the Contractor's sales staff and an estimate of the number of persons that the Contractor expects to employ on his sales staff.
- C.11.3.3 A description of the sales process from initial contact through sign installation and follow-up contact.
- C.11.3.4 A description of how the Contractor will link sales strategy and sign erection with customer satisfaction.
- C.11.3.5 A description of the type, content, etc., of intended marketing literature (if applicable).

C.11.4 Records, Reports and Estimated Fees

- C.11.4.1 A description of the method and the mathematical formula or equation that will be used to arrive at a specific information sign fee structure.
- C.11.4.2 A description of the method and the mathematical formula or equation that will be used to arrive at an amortized buyout cost of the Contractor's marketing assets, sign structures, and advertising contracts in the event of termination by the ODOT. The amortizing buyout equation may not exceed a twenty (20) year period.
- C.11.4.3 A description of how the Contractor will answer telephone inquiries and handle correspondence on the "Specific Information Sign Program."
- C.11.4.4 A description of the anticipated record keeping and reporting services that will be offered. Include typical reports that will be provided on implementation status and inventory information.

1. Contractor References

Firms must include in the Proposal a list of organizations (including points of contact) which can be used as references for work performed in the area of logo signing and in the public sector. Selected organizations may be contacted to determine the quality of work performed and personnel assigned to the project.

2. Additional Optional Information

Any other data which may be useful to the Department in evaluating the Contractor's capability to perform satisfactory.

D. EVALUATION

D.1. Evaluation Criteria

- D.1.1. A Selection Committee will evaluate the proposals based on the following criteria, which are listed in group order of important. Group 1 criteria accounts for 70% of the selection evaluation. Group 2 criteria accounts for 30% of the selection evaluation.

D.1.1.1. Group 1 Criteria

- D.1.1.1.1. Contractor's related past experience, particularly in the areas of public contact, outdoor advertising, and project management.
- D.1.1.1.2. Proposed work plan.
- D.1.1.1.3. Ability to finance the program.

D.1.1.1.2. Group 2 Criteria

- D.1.1.1.2.1. Experience and quality of Contractor's key staff.
- D.1.1.1.2.2. Apparent Stability of the Contractor's organization.
- D.1.1.1.2.3. References.

- D.1.2.** ODOT reserves the right to request from the top-ranked firms:
 - D.1.2.1.** Oral presentations (upon 72 hours notice).
 - D.1.2.2.** On-site inspection of Contractor's facilities.
 - D.1.2.3.** Audit of Contractor's accounting records to substantiate financial capacity to perform
- D.1.3.** The Request for Proposal package contains a sample of the contract the selected firm will be required to execute. See Attachment A.
- D.1.4.** ODOT reserves the right to:
 - D.1.4.1.** Cancel this solicitation
 - D.1.4.2.** Reject any and all proposals
 - D.1.4.3.** Select for contract negotiations the Contractor's proposal that, in it's judgment, will best meet ODOT's needs.
 - D.1.4.4.** Negotiate a contract that covers selected parts of a proposal.

D.2. Negotiation

- D.2.1.** ODOT may negotiate with vendors to get the best price, value, and terms. ODOT identifies the candidates, negotiations may take place through ODOT's Procurement Division. ODOT considers all costs and business terms negotiable and reserves the right to make an award to the lowest, responsive bid if it is deemed in the best interest of the Department.

E. INSTRUCTIONS TO BIDDER

E.1. Important Information

Important Dates	
Tuesday, March 19, 2024 by the end of the business day	Written Questions Due
Tuesday, March 26, 2024	Responses to Questions Posted on Website
Thursday, April 4, 2024, by 1:00 PM	Solicitation Closes

E.2. Submission of Responses

- E.2.1.** All the copies of the Response and any other documentation required to be submitted with the Response shall be delivered electronically via email to the Electronic Submission Address on this solicitation.
- E.2.2.** The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.
- E.2.3.** Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.
- E.2.4.** Oral, telephonic, or telegraphic Responses are invalid and will not receive consideration.

E.3. Consideration of Responses

- E.3.1.** Responses will be opened publicly immediately after the time set for receipt of Responses at the Department of Transportation, 200 NE 21st St, Oklahoma City, OK 73105. This Solicitation is being solicited as an RFP. Vendors may view a copy of the response tabulation on the solicitation website after a Contract has been awarded.

F. CHECKLIST

- F.1.** _____ **Completed Responding Bidder Information page**
- F.2.** _____ **Completed and Signed Non-Collusion Certification page**
- F.3.** _____ **Completed and Signed Solicitation Request**
- F.4.** _____ **Completed and Signed Addenda and Amendment Receipts, if applicable**
- F.5.** _____ **Completed Pricing Sheet**
- F.6.** _____ **Read Section G.2 regarding communication during Solicitation Period**

F.7. _____ Include with Response – Recommendation Letter – Section D.1.2

G. OTHER

G.1. Taxation Status

G.1.1. ODOT's tax exempt status does not flow down to the Vendor. The Vendor must pay taxes for its own expenses.

G.2. Communications during the Solicitation Process

G.2.1. Communication with anyone but the Buyer may result in a Vendor not being allowed to bid on this project.

G.3. Questions

G.3.1. Questions regarding this solicitation are due no later than Tuesday, March 19, 2024, by the end of the business day. Questions must be in writing and are to be emailed to the Buyer's attention listed on the solicitation. Questions must have the Section and Item Number that the Vendor is questioning. Questions received after the deadline may not be answered.

G.4. Vendor's Representations and Prequalification

G.4.1. Each Vendor, by making a response, represents that:

G.4.1.1. The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.

G.4.1.2. Pre-qualification of Vendors is not required but one (1) professional letter of recommendation must be

G.4.1.3. included with the Response.

H. PRICE AND COST

H.1. Pricing Submission

H.1.1. Vendors are to complete the attached Pricing Sheet form with your response. Please include charges for any additional services provided.

RECEIVED JUN 15 2004

OKLAHOMA DEPARTMENT
OF
TRANSPORTATION

LOGO SIGNING

AGREEMENT

2004

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
	i
	1
I.	4
II.	7
III.	7
	7
	7
	7
	8
	10
	11
	14
	15
	17
IV.	
V.	19
	20
VI.	20
VII.	20
VIII.	20
IX.	20
X.	21
XI.	23
XII.	23
XIII.	23
XIV.	24
	25
	26
	30
	32
	36
	37

I. Agreement

THIS AGREEMENT is made and entered into by the State of Oklahoma, Department of Transportation (ODOT) and [REDACTED]

WITNESS THAT:

Pursuant to 69 O.S., Sections 4022 through 4026, the ODOT requested proposals from private commercial enterprises for the development, management, and operation of a logo sign program to provide business signs which are to be displayed on "specific information signs" on the rights-of-way of Oklahoma rural interstate highways. Through public negotiations, [REDACTED] has been selected as the Contractor by the ODOT and approved by the Transportation Commission to operate a logo sign program on certain Oklahoma highways.

NOW THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. [REDACTED] in consideration of the Logo Sign program which the ODOT grants by this agreement, shall have the duties and responsibilities set forth and specified in this agreement (pages 1 through 23) and its exhibits 1 through 6 hereinafter known as the agreement documents), which are all incorporated and made a part of this agreement.
2. In addition to the duties and responsibilities set forth in the agreement documents, [REDACTED] further agrees to install, maintain, and replace specific information signs at eligible locations even if there is only one business advertiser (business sign) in any one category (gas, food, lodging, and camping).
3. Pursuant to 69 O.S., Sections 4022-4026, the ODOT grants [REDACTED] [REDACTED] an exclusive logo sign contract, under the terms and conditions set forth in the incorporated and attached agreement documents.
4. As set forth in Section II-A. of the agreement documents, the term of this agreement shall commence on April 16, 2004, or upon such date as it is executed by the Director, whichever occurs later, and will terminate on April 15, 2009 unless extended pursuant to Section IV-A of the agreement documents.
5. The State's authorized agent for the purpose of administration of this agreement is the Chief Traffic Engineer, Department of Transportation, 200 N.E. 21st Street, Oklahoma City, Oklahoma 73105-3204.

IN WITNESS WHEREOF, the Director of the Department of Transportation, pursuant to authority vested in him by the Transportation Commission, has hereunto subscribed his name as Director of the Department of Transportation, and [REDACTED] has executed same pursuant to authority prescribed by law.

[REDACTED] on the ____ day of _____, 200_, and the STATE on the ____ day of 200_.

Approved by the Transportation Commission on April 5, 2004 as Item No. 54.

CONTRACTOR'S SIGNATURES

[REDACTED]

[REDACTED]

(Title)

(Title)

(Title)

[REDACTED]

[REDACTED]

[REDACTED]

(Address)

By: [REDACTED]

(Title)

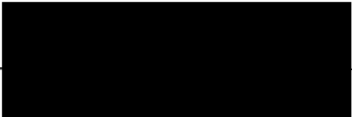
[REDACTED]

APPROVED AS TO FORM AND LEGALITY


By [REDACTED]

CONTRACTOR ATTORNEY

STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION

By:  _____

APPROVED AS TO FORM AND LEGALITY

By:  _____

ASB
General Counsel

II. Responsibilities of the Parties

A. Subject to the terms and conditions set forth in this agreement and upon written contract execution, the ODOT grants the right to the contract firm to construct and to operate a Logo Sign Program on the rights-of-way of certain (selected) Oklahoma rural interstate highways for a term of five (5) years. The five-year term of this agreement will commence on April 16, 2004 and will terminate on April 15, 2009 unless extended pursuant to Section IV of this Agreement. The Contractor shall have the following responsibilities and duties:

1. In establishing and operating the Oklahoma Logo Sign Program, the contract firm shall be governed by and adhere to 69 Oklahoma Statute, Sections 4022 through 4026 and any other applicable state and federal laws and regulations.
2. Equal logo sign access must be provided by the contract firm at uniform rates to all potential advertisers considered qualified as specified herein. No business may discriminate, or be discriminated against, with regard to race, color, religion, sex, or national origin.
3. Approval required (Right-of-Way Entry).

Prior to start of construction at a particular interchange or intersection, the Contractor shall contact the ODOT Field Division Engineer and obtain a permit to begin construction. Permit applications should include all necessary information concerning the sign panel construction including preliminary site plans. Each time right-of-way entry is desired after this initial written permit approval, verbal approval from the Division Engineer or his representative shall suffice. Entry permit requirements may include the following provisions: Existing utility location, providing proper traffic control to assure safe and effective work areas and to warn, control, protect, and expedite vehicular and pedestrian traffic.

Traffic control shall be in accordance with Part VI of the Manual on Uniform Traffic Control Devices (Current Edition) and the ODOT TCS Standards, latest revision.

4. Within ninety (90) days after completion of the construction of logo sign panels within an interchange or intersection, the Contractor shall submit to the ODOT's Traffic Engineering Division two (2) copies of the as-built plans of the structures and individual logo business signs

installed at the intersection or interchange. (See Exhibit 5)

5. The Contractor will place logo signs at a minimum of fifty percent (50%) of the eligible interchanges and intersections each contract year with the construction program complete after two (2) years, where advertisers are available. An eligible interchange shall consist of two (2) or more businesses which expressly desire to participate in the logo sign program.

6. Annual Operation Report.

The ODOT shall be furnished an annual report, signed by an officer of the Contract firm, containing the names and addresses of the customers utilizing the program; annual gross revenue for that contract year; and the percentage of the eligible interchanges and intersections completed. The Contract firm shall also submit such other reports as the ODOT may reasonably require from time to time.

7. Commercial Advertising Charges to Customers.

Advertising rates to customers and potential customers for the display of advertising on specific information sign panels shall be set forth in writing by the Contractor. The advertising rates shall be uniform to all commercial advertisers and shall include an additional 10% surcharge added to the contract price between the Contractor and the advertiser, which shall be paid to the ODOT, as required by law.

The Contractor is permitted to establish an extended lease with a business at the uniform advertising rates current at the time of execution of the extended lease. If the Contractor opts to provide extended leases, that option shall be available to all businesses. Advertising rates shall be determined in accordance with the following written mathematical formula or equation:

Potential Participating Eligible Businesses

$$\begin{array}{rcl} X & \text{Annual Rental Space} & \\ X & \text{Anticipated Occupancy Percentage} & \\ = & \text{Gross Annual Revenue} & \end{array}$$

Gross Annual Revenue

$$\begin{array}{rcl} - & \text{Operating Expenses} & \\ - & \text{General and Administrative Expenses} & \\ - & \text{Interest} & \\ - & \text{Depreciation} & \\ = & \text{Net Income Before Taxes} & \end{array}$$

Costs of display makeup may not be included in such charges and may be charged for separately by the Contractor. Any additional fees (for seasonal closings, etc.) must be explained and set forth in writing at the time the rates are established.

The Contractor will give the ODOT notice and justification, based on the above noted advertising rate equation, of any changes in advertising rates at least sixty (60) days prior to the effective date. The ODOT will not approve a rate change more than once in any 12 month period. The method of assessment and equation for rate adjustments shall remain the same throughout the term of this contract unless a method and/or equation change is requested by the Contractor, in writing, and the revised method and/or equation is approved, in writing, by the ODOT.

8. The work of installation of the specific information signs and panels shall only be performed by a Contractor pre-qualified by the Oklahoma Department of Transportation to install signs upon the state highway system.

B. ODOT shall have the following responsibilities as to the Oklahoma Logo Program:

1. The ODOT, to the extent permitted by law, will cooperate fully with the Contractor in the promotion, development, and operation of the program and will assist in obtaining approvals and consents, if required, from other state, federal, and governmental agencies.
2. Review and approve all revised lease agreement forms.
3. Periodically review signs and compliance with requirements.
4. Existing ODOT installed General Motorist Service Signs shall remain in place at each interchange until Specific Information Logo Sign Panels have been installed by the Contractor. The ODOT will then be responsible for the removal of the General Motorist Service Signs. All existing Motorist Service Signs will remain the property of the State. In situations where no businesses request Logo signing or where Logo signs are not implemented on rural interstate highways, the ODOT will continue to install or maintain General Motorist Service Signs (GMS) (food, gas, lodging, camping, and hospital) on the mainline near interchanges at the ODOT cost.

- C. The Contractor shall deliver to the ODOT Comptroller quarterly (each three-month period) a check, draft or money order in the amount of the mandated 10% fee collected on all advertising rates during the preceding quarter. These monies will be paid to the ODOT no later than the 15th day of January, April, July and October following each quarter of each year.

III. Guidelines and Procedures

Part 1 Purpose:

The purpose of this policy is to establish guidelines for "logo" signing within highway rights-of-way along rural interstate highways (except as otherwise indicated in this document) for gas, food, lodging, and camping services which are readily available at the interchanges. Logo signing is authorized as a public service, and when installed at an interchange, existing general motorist signs will be removed.

Part 2 Authority:

These guidelines are in accordance with standards issued by the Federal Highway Administration under authority of 23 U.S.C. 109(d), 131(f), and 49 CFR 1.48(b). These guidelines are also pursuant to 69 O.S. Sections 4022, 4023, 4024, 4025, and 4026. Where differences occur between these guidelines and the national standards, the more restrictive shall govern.

Part 3 Definitions:

- A. "General Motorists Services Sign" - A sign with applicable words "FOOD", "PHONE", "GAS", "LODGING" and/or "CAMPING" (or international symbols for these services), and directional information.
- B. "Business Sign" - A separately attached sign mounted on the rectangular specific information sign panel to show the brand, symbol, logo, trademark, or name, or combination of these, for a motorist service available on a crossroad at or near an interchange.
- C. "Logo" - A business identification trademark or name for attachment to a specific service sign, ramp sign, or trailblazer.
- D. "Ramp Sign" - A small sign panel erected along an off-ramp to direct motorists to a particular service.
- E. "Sign Panel" - The main part of a sign or trailblazer to which the individual logos are attached.

- F. "Specific Service Sign Panel" - A large sign panel installed along an interstate highway to indicate the specific services available at the next interchange.
- G. "Trailblazer" - A small sign panel along a non-interstate highway to direct motorists to a particular service.
- H. "Contractor" - The firm awarded the logo sign program.

Part 4 General Criteria:

A. Types of Services

Services are limited to gas, food, lodging, and camping. To qualify, services shall be open to all persons regardless of race, religion, color, sex, or national origin.

A business establishment, meeting the following criteria, may be considered for placement of a business or logo sign on a specific service sign panel.

1. "Fuel Facilities" shall include:
 - (a) Vehicle services, which shall include fuel (including alternative fuels), oil, and water.
 - (b) Modern sanitary facilities and drinking water.
 - (c) Continuous operation at least 16 hours, 7 days per week.
 - (d) Public telephone.
2. "Food Facilities" shall include:
 - (a) State or local licensing or approval, where required.
 - (b) Continuous operations to serve at least two (2) meals per day, 6 days per week
 - (c) Public telephone.
 - (d) Modern sanitary facilities.

3. "Lodging Facilities" shall include:
 - (a) Adequate sleeping accommodations.
 - (b) Public telephone.
 - (c) State or local licensing or approval, where required.
 - (d) Modern sanitary facilities.
4. "Camping Facilities" shall include:
 - (a) Adequate parking accommodations.
 - (b) Modern sanitary facilities and drinking water.
 - (c) Adequate waste disposal.

B. Distance to Services and Facilities:

The maximum distance that eligible services can be located from the end of the exit ramp to qualify for a business sign should not exceed three (3) miles in either direction, except that within the 3-mile limit, services of the type being considered are not available, the limit of eligibility may be extended in 3-mile increments until one (1) or more services of the type being considered are reached. The maximum distance that these eligible services can be located from the main traveled way to qualify for a business sign shall not exceed fifteen (15) miles in either direction.

C. Areas Unacceptable for Logo Signs:

1. At an interchange with another freeway.
2. Where motorists cannot enter the business without making a U-turn or illegal movement, or cannot conveniently reenter the highway and continue in the same direction of travel.
3. Where insufficient space exists to install logo sign panels for all existing services.
4. At any location where the Department believes the installation of logo signs is not in the best interest of the traveling public.

5. In areas where logo signs cannot be installed on a meaningful section of the interstate highway.
6. Any interchange not included at Exhibit 1.

D. Removal of General Motorist Service Signs:

Where logo signing is erected for an interchange, existing General Motorist Service (GMS) signs will be removed. If no business elects to participate in the logo program at an interchange, GMS signs will remain.

Part 5 Standards for Specific Information Signs:

Standards for specific information signs shall comply with provisions of the Manual On Uniform Traffic Control Devices (MUTCD), current edition.

A. Design:

Logos may consist of a registered trademark for nationally or regionally known businesses, or a legend message identifying the name or abbreviation of the specific business. All special logo designs shall be reviewed and approved in accordance with Department standards prior to fabrication. Logos which resemble any official traffic control device, contain advertising, or are determined to be in poor taste by the Department shall be prohibited.

B. Size and Shape (Logo):

All non-trademark logos shall be rectangular in shape and conform to the following sizes:

1. Mainline logos, (i.e., logos directly along the interstate highway) shall be 48 inches wide by 36 inches high.
2. Ramp and trailblazer logos shall be 30 inches wide by 18 inches high. Logos which are registered trademarks may be reproduced in the general shape consistent with customary use, but shall have maximum horizontal and vertical dimensions as specified for non-trademark logos. (See Exhibit 2 for legend size)

C. Legend Size (Logo):

A legend which is not included in a graphic-type registered trademark should be as large as possible, preferably with only one or two line messages. The

maximum amount of legend shall be three lines, each having up to 12 letters and/or spaces between words. The minimum size legend is 10-inch capitals for mainline logos; and 4-inch Series C capitals on ramp and trailblazer logos. Standard highway legend is not required.

D. Color:

Registered trademarks of nationally or regionally known businesses may be reproduced in standard highway colors of white, yellow, red, blue, green, orange, brown, and black. Non-trademark legend messages shall consist of white legend and border on a blue background.

E. Supplemental Messages:

Logos shall not provide any supplemental information about other services, except that the word "DIESEL" may be used on gas logos. The minimum height of this legend shall be 7 inches on mainline logos and 3 inches on ramp and trailblazer logos.

Part 6 Specific Information Sign Design

Sign materials shall conform to the requirements of Oklahoma Department of Transportation Standard Specifications, and in particular the following:

- A. There shall be no more than six (6) business signs displayed on any service panel as shown on Exhibit 2.
- B. At remote rural interchanges, where not more than two (2) qualified facilities are available for each of two (2) or more type of services, business signs for two (2) types of services may be displayed on the same sign panel. Not more than two (2) business signs for each type of service shall be displayed in combination on a panel. The name of each type of service shall be displayed above its respective business sign(s) and exit number shall be displayed above the names of the types of services. At unnumbered interchanges, the legend "NEXT RIGHT (LEFT)" shall be substituted for the exit number. Business signs should not be combined on a panel when it is anticipated that additional service facilities will become available in the near future.
- C. The nominal panel sizes for a single service panel at a one direction single exit interchange are as follows:

1. 15' x 10' for service panels when there are six (6) signs or less business signs of the same type. (See Exhibit 2, Sign Type A)
 2. 13' x 10' for service panels when there are four (4) or less business signs of the same type. (See Exhibit 2, Sign Type B).
 3. 15' x 6' for service panels when there are three (3) or less business signs of the same type. (See Exhibit 2, Sign Type C)
 4. 13' x 6' for service panels when there are two (2) or less business signs of the same type. (See Exhibit 2, Sign Type D)
- D. The panel size for a double service panel at a one direction single exit interchange shall be designed as shown in Exhibit 2, Sign Type G, and shall be approved by the Division Engineer before it may be installed.
- E. The panel size for a single service panel at a one direction, double exit interchange shall be designed as shown in Exhibit 2, Sign Type E, and shall be approved by the Division Engineer before it may be installed.
- F. The panel size for a double service panel at one direction, double exit interchange shall be designed as shown in Exhibit 2, Sign Type F, and shall be approved by the Division Engineer before it may be installed.
- G. The panel signs shall have blue background with white legend and border. The retroreflective sheeting to be used shall meet the specifications set forth in the American Society for Testing and Materials, Designation ASTM D 4956, Type III (latest revision), "Standard Specifications for Retroreflective Sheeting for Traffic Control."
- H. The word "EXIT" and the exit number shall be 10" capital letters and numerals.
- I. Posts for panel signs shall be two (2) wide flange beams and shall be based on panel sign size. (See Exhibit 4.) Length of posts shall be determined from the cross section at the location of installation.
- J. The sign structure shall be installed in conformance to sign installation details shown in Exhibits 3 and 4.
- K. Business Sign Design:

These signs shall consist of business name, trademark, or symbol provided

it does not resemble any traffic sign, signal, or device. The business trademark, name, etc., must be consistent on all business signs for that business. The design specifications for the business sign on the interstate and on the exit ramp are shown in Exhibit 2.

L. Exit Ramp Sign Design

1. Services not visible from the ramp terminal must have an exit ramp sign as shown in Exhibit 2.
2. The minimum size for an exit ramp Specific Information Sign shall be 3' - 6" wide by 2'-6" high. The maximum size of an exit ramp Specific Information Sign Panel shall be 3'-6" x 6'-6."
3. Exit ramp signs 3'-6" x 6'-6" or less shall be sheet metal signs utilizing 0.125 thickness aluminum. Signs shall be installed on galvanized steel pipe post. (Exhibit 2; Ramp Sign Sizes 1, 2, and 3)
4. Proposed exit ramp specific information sign panels larger than 3'-6" x 6'-6" shall be reviewed and approved by the ODOT.
5. The exit ramps sign shall meet the requirements of ASTM D 4956 (See III, Part 6-G). Sheet metal signs used as exit ramp signs shall be blue with a 3/4" white margin and a 1-1/4" white reflective border with proper corner radii. (Exhibit 2)
6. Legend and mileage on the exit ramp signs shall be 4" Series 'D' letters. The arrow(s) shall be 14" x 5".
7. Sheet metal signs on exit ramps shall be installed as shown in Exhibit 3.

M. Placement of Specific Service Signs (Mainline)

Specific service signs shall be installed between the previous interchange and a point 800 feet in advance of the exit direction sign (or "NEXT RIGHT" sign) at the interchange from which the services are available. A minimum 800-foot spacing shall be provided between the specific service signs, and between the service signs and existing traffic signs. Excessive spacing should be avoided. (The relocation of existing signs may be authorized to allow for the proper installation of service signs, but any such relocation must be approved in writing by the Division Engineer.)

N. Placement of Ramp Signs

At single-exit interchanges where service facilities are not readily visible from a ramp terminal, "ramp signs" shall be installed along the ramp or at the ramp terminal. Ramp signs should generally be installed on the right side of the ramp, but they may be installed when necessary on the left side with the approval of the Field Division Engineer. A minimum 200-foot spacing shall be provided between all ramp signs, and between ramp signs and other traffic signs on the same side of the ramp.

O. Placement of Trailblazer Signs

When it is necessary to provide additional guidance to motorists beyond the ramp signs, "trailblazers" shall be installed at a location up to 300 feet before any required turn. A trailblazer is illustrated in Exhibit 2 and is identical to a ramp sign, but without the name of the service.

At double-exit interchanges, trailblazers shall be installed along the crossroad near the end of the off-ramp for all services over two (2) miles from the end of the ramp.

Part 7 Maintenance of Signs

The various sign panels shall be maintained by the Contractor in a manner that is a distinct benefit to the safety of the traveler, benefit to the advertisers, and to the satisfaction of the ODOT. The Contractor shall annually perform a night-time inspection of the entire specific information service sign installations to determine adequate reflectivity. Signs with dead spots and/or inadequate reflectivity shall be replaced. Measured retroreflectivity less than 50% of the minimum required retroreflectivity of new material will be deemed inadequate regardless of any conclusions drawn from night time inspections.

The Contractor shall be responsible for the regular clean-up, removal of graffiti, cleaning of panels, the supply of replacement parts, and all general maintenance of the sign panels. The Contractor shall inspect sign panels at reasonable intervals for any damage or broken parts and shall repair or replace damaged or broken parts within a period not to exceed ten (10) days after the Contractor becomes aware of the damage or breakage.

In the event there are no longer any eligible businesses at a particular exit where logo signs are in place, the Contractor shall be allowed thirty (30) days to remove the existing signing and posts. Should there be eligible businesses

at a particular exit where logo sign are in place with such businesses choosing not to participate in logo advertising, the Contractor shall remove the existing signing and posts within ninety (90) days. At the time of removal of signing and posts, the Contractor shall mark the existing footings as directed by the Division Engineer. The signing and posts shall be removed immediately from the highway right-of-way and delivered to the Contractor's storage facility.

Sign lighting will not be permitted. Campground facilities not open year around will have their business signs removed or covered with closed panels at the end of their business season by the Contractor. The Contractor will have a contract with the advertiser to cover the maintenance of the logo sign, including theft, vandalism, or damage for any reason.

Part 8 Application and Costs:

A. Application:

1. Initial Contacts. When a program to install logo signing is initiated, business establishments in the vicinity of the interchange will be surveyed to determine eligibility. The program and the costs involved will be explained by the Contractor.
2. Logo Agreement. Eligible businesses that wish to participate in the logo program and can be accommodated will be requested to enter into a "Logo Agreement" with the Contractor.

B. Annual Fees and Additional Costs:

1. Annual Fees.

A monthly or annual fee will be charged to participating businesses. This fee will be used to pay the total project costs including the cost of making the survey and initial contacts, designing the project, all administration costs, construction, erection, and maintenance of the signs.

2. Seasonal Removal:

If a business is closed for more than two (2) weeks, the logos shall be removed or covered. It will be the responsibility of the owner to notify the Contractor to remove or cover the logos at the beginning of a closed period and to reinstall or uncover the logos at the

beginning of the open season. A fee will be charged for removing and reinstalling, or covering and uncovering, each logo.

3. Logos:

Businesses shall supply the necessary logos and any replacements required due to vandalism, deterioration, accidents, or acts of God.

C. Business Signing Priority and Bumping:

When there are more businesses eligible for signing within the mileage limit than the number of business signs permitted on a specific information sign panel, those businesses nearest the exit ramp of an interchange or an intersection with the crossroad will be given first priority for signing. If only one (1) business exists at an interchange or intersection, that business will be given the opportunity to display its business sign.

The first six (6) applicants for food, lodging, camping and gas that meet the minimum criteria existing at the time of the initial application will be given the opportunity to participate in the program. The contract firm will allow a participating business to display its business signs for a period of not less than one (1) year from the date of the initial installation of those signs, provided that the business continues to operate under the terms of the agreement and in compliance with the minimum criteria. However, once the maximum number of similar type businesses are participating in the program at a particular interchange or intersection and a similar type business, closer in distance, qualifies and enters into an advertising contract to participate in the program, the farthest participating similar type business will be dropped from the program only after its business sign has been displayed for not less than one year from the date of initial installation.

D. New Businesses:

1. Sale to Eligible Business:

If a participating business is sold to a similar service, the new owner must complete an application. If eligible, the new business may have their logo on the existing panels.

2. Sale to Non-eligible Business:

If a participating business is sold for a different use or withdraws from the logo program, participation in the logo program will be

offered to the next qualified business as discussed in Section III, Part 8-C.

3. New Businesses:

If a new business is established or if a nonparticipating business is interested in participating in the logo program after the initial installation, the business may request to participate in the program subject to the following:

- (a) Eligible businesses which elected not to participate in the program during the initial installation of logo signs will be ineligible to participate during the first twelve (12) months after the initial installation.
- (b) If full-size panels are in place and have the maximum number of logos, additional applications will be considered in accordance with the priorities previously established in Section III, Part 8-C.

IV. Extension; Termination

- A. This agreement may be extended for up to three (3) additional five (5)-year terms if not terminated pursuant to the following provisions by either the Contractor or the ODOT:
- B. The Contractor shall have the right to terminate the agreement without fault of either party at any time by giving written notice of termination to the ODOT six (6) months prior to the effective date of termination.
- C. The ODOT shall have the right to terminate the agreement without fault of either party at the conclusion of any five (5) year term, by giving the Contractor written notice six (6) months prior to the end of the five (5) year term.
- D. Either party may terminate the agreement for default of the other party. An act of default or breach of contract shall occur in the event that the Contractor:
 - 1. Commits any act of bankruptcy or insolvency, or becomes insolvent or is declared bankrupt.
 - 2. Allows any final judgment to stand against it unsatisfied for a period

of thirty (30) days.

3. Makes an assignment for the benefit of creditors.

However, failure by the firm to install a business sign at an interchange or intersection shall not constitute failure to perform a material obligation under this agreement, if such business sign may not be reasonably expected to produce revenues equal to the cost of the sign over a five (5) -year period.

Or, if either party:

4. Fails to perform its material obligation required under this agreement.

After an act of default or breach of contract by a party, the other party, once it learns of the default, shall by written notice, specifying the breach or default, give the defaulting party thirty (30) days after such notice to rectify and correct its default or breach. If the defaulting or breaching party, after such notice, does not rectify or correct its breach or default within a period of thirty (30) days after such notice, the other party may immediately terminate the agreement by a second written notice.

A notice shall be considered duly served when it is delivered either at a party's business office to a responsible person of suitable age and discretion or by certified or registered mail to a party's last known business address.

- E. After notice of termination has been given by either party, the Contractor shall have no further obligation to promote, develop, or market advertising, but it shall continue to operate the program and maintain the signs as required until the effective date of termination.
- F. No default in the performance of the terms, covenants, or conditions of this agreement on the part of either party will be deemed to continue if the ODOT or the Contractor is delayed or prevented from remedying the default by:
 1. Strike or other labor disputes.
 2. Any order, directive, or other interference by a municipal, state, federal, or other governmental official or agency which materially affects the performance of either party under this agreement.
 3. Any other cause reasonably beyond the control of the party in default; provided, however, that if and when the occurrence or condition which delayed or prevented the remedying of such default

shall cease or be removed, it shall be the obligation of the defaulting party, without further delay, to commence the correction of such default or to continue the correction thereof.

The delay or failure of the ODOT or the Contractor at any time to insist upon a strict performance of any of the terms, conditions, or covenants herein shall not be deemed a waiver of that breach or any subsequent breach or default in the terms, conditions, and covenants herein.

V. Ownership of the Logo Sign Contract Program at Expiration or Termination

- A. If the Contractor terminates this agreement or defaults prior to the conclusion date of any five (5)-year term, ownership of the contract rights and any rights in the sign panels constructed at the various interchanges and intersections shall pass to the ODOT at the effective date of termination and the Contractor shall not be entitled to any compensation from the ODOT.
- B. If the ODOT terminates the agreement under Section IV-D, ownership of the contract rights and any rights in the sign panels constructed at the various interchanges and intersections shall pass to the ODOT at the effective date of termination and the Contractor shall not be entitled to any compensation from the ODOT.
- C. If the Contract with the Contractor is terminated by the ODOT under Section IV-C and then subsequently awarded to a third party, the Contractor shall sell the sign panels, marketing assets, and existing advertising contracts to the third party according to an amortizing formula, not exceeding twenty (20) years, as follows:
 - BP = Buy out price by the Oklahoma Department of Transportation
 - YR = Years remaining on non-amortized sign cost
 - 12 = 12 year period of amortization
 - IC = Initial construction cost of the Logo Sign Program
 - PVC = Present value contracts (includes renewals)
 - BP = $\frac{(YR \times IC)}{12} + PVC$
- D. If the Contractor's Contract is terminated under Section IV-C and the ODOT decides to maintain the logo sign program with state forces, or cancel the logo sign program, the Contractor shall sell the sign panels, marketing assets, and existing advertising contracts to the ODOT according to the amortizing formula denoted in Section V-C.
- E. Upon termination by either party, the Contractor will include a provision in

all of its advertising contracts with its customers to the effect that, in case of expiration or termination of the Contract agreement with the ODOT, the unexpired portions of such advertising contracts shall be subject to cancellation and refund by the Contractor of any unearned prepaid charges.

As the business signs will be owned by individual customers, the Contractor, before or on the expiration date of the Contract or the effective termination date, shall remove and properly dispose of those business signs if the program is to terminate; otherwise the business signs are to remain with the sign panels and become the responsibility of the third party.

- F. The parties agree that, except as provided in V-D, it is the intent of this Contract agreement that the Contractor shall not be entitled to any compensation from the ODOT or the State, for any reason.

VI. Assignment

The Contractor shall not sell, transfer, assign, or otherwise dispose of the Contract agreement or any portion thereof, or of its right, title, or interest therein, without the prior written consent of the ODOT, which consent shall not be unreasonably withheld. Any such attempted disposition by the Contractor shall be an act of default and the ODOT may terminate the Contract pursuant to the terms of Section IV of this agreement.

VII. Supplemental Agreement and Remedies

The Contractor and the ODOT may exercise those legal remedies as may be available to them in connection with any dispute arising out of this agreement which cannot be settled by the parties hereto by supplemental agreement.

VIII. Books and Records

The Contractor agrees to maintain all books, documents, papers, advertising contracts, generally accepted account records, and other evidence pertaining to this contract agreement and its revenues and shall provide such information upon request of the ODOT and to permit the ODOT or its designee and the state auditor to examine those books, records, and the accounting procedures and practices of the Contractor relevant to this contract agreement.

IX. Compliance with Law: Governing Law

- A. The Contractor agrees that, in carrying out the agreement, it will comply with all Federal, State and local laws and regulations that set forth unlawful

employment practices including, but not limited to, those of discrimination because of race, religion, color, sex, disability, age or national origin, and that define actions required for Affirmative Action and Minority (Disadvantaged) Business programs. The Contractor also agrees it will require these regulations to be incorporated in all contracts with its Contractors, subcontractors, and suppliers involved with the contract agreement and with its advertising customers. The Contractor shall not permit advertising from advertisers who do not provide their services without regard to race, color, religion, sex, disability, age, or national origin.

- B. Validity, interpretation, and performance of the agreement shall be governed by the laws of the State of Oklahoma. The Contractor hereby consents to the jurisdiction of the courts of the State of Oklahoma and to the commencement and maintenance of any suit, action, or proceeding based on any claim by the ODOT or any third party arising out of or in connection with the Contractor's rights and responsibilities under the contract agreement. All costs and attorney fees incurred in the maintenance or defense of litigation arising as to the interpretation or enforcement of any provision of this contract shall be borne by the party incurring such costs or attorney fees.
- C. The Contractor shall comply with all Federal, State, and local laws, ordinances, and rules applicable to the construction and operation of the program provided for in the agreement.

The policy or policies for public liability insurance shall cover the construction, operation, and/or maintenance of the logo sign contract program and the Contractor shall furnish the ODOT's designated contract officer with certificates of insurance evidencing such coverage. These certificates shall also provide that the insurance will not be modified or cancelled without prior written notice to the ODOT. Failure by the Contractor to procure and maintain the insurance as set forth above shall be considered a default and cause for termination under Section VII. The Contractor shall, at least fifteen (15) days prior to the expiration date or dates of expiring policies, deposit certified copies of renewal, or new policies, or other acceptable evidence of insurance with the ODOT.

X. Indemnity and Insurance

- A. The Contractor agrees to indemnify, save, and hold harmless the ODOT and the State and all of its agents and employees from any and all claims, demands, actions, or causes of action of any nature or character arising out of, or by reason of the construction, operation, and/or maintenance of the logo sign panels, and the Contractor's program, and further agrees to defend

at its sole cost and expense any action or proceeding commenced for the purpose of asserting any claim of any character arising as a result of the Contractor's construction, operation, and/or maintenance of the various logo sign panels, whether or not such action or claim alleges negligence of the ODOT or the State, its agents or employees, in supervision or approval of the Contractor's activities, or failure to discover and/or prevent the Contractor's negligence.

- B. It is hereby understood and agreed that any and all employees of the ODOT and all other persons employed by it in the performance of the ODOT's responsibilities under the agreement shall not be considered employees of the Contractor and that any and all claims that may or might arise under the Workers Compensation Act of the State of Oklahoma on behalf of said ODOT employees while so engaged and acting within the scope of their employment shall in no way be the obligation or the responsibility of the Contractor.

- C. It is hereby understood and agreed that any and all employees of the Contractor and all other persons employed by the Contractor in the construction, operation, and/or maintenance of the logo sign contract program as provided for under the agreement shall not be considered employees of the ODOT or the State and that any and all claims that may or might arise under the Workers Compensation Act of the State of Oklahoma on behalf of said employees while so engaged and any and all claims made by any third party as a consequence of any act or admission on the part of said Contractor employees while so engaged in the construction, operation, and/ or maintenance of the various sign panels shall in no way be the obligation or responsibility of the ODOT or the State.

- D. The Contractor, at its own expense, shall carry and keep in force during the full term of the contract agreement, including any extensions or renewals thereof, a policy or policies of insurance which shall also name the ODOT as an additional insured, in the minimum amounts and of the types as follows:
 - 1. Public liability insurance in amounts not less than \$175,000 for injury to or death of any one person resulting from each single occurrence and not less than \$1,000,000 for an injury to or death of all persons resulting from each single occurrence.

 - 2. Public liability insurance for damage to property in the amount of not less than \$25,000 to each claimant resulting from each single occurrence.

3. Workers compensation insurance in a form and amount as required by state law.
4. All policies of insurance for public liability for personal injury or death and property damage shall name the State of Oklahoma as an additional insured.

XI. Surety Bond

As construction of the logo sign contract program takes place on state property and results in a structure or improvement with possible attendant lien questions, the Contract firm shall be required to provide Contractor's performance and payment bonds for sign panel construction in accordance with 61 O.S., Section 1, et seq. and 61 O.S. Section 107 to the State of Oklahoma, Department of Transportation, in the

[REDACTED] These bonds shall remain in effect during the period of sign panel construction, not to exceed two (2) years from the date of the contract. Subsequent to the completion of sign panel construction, the Contractor shall post a performance bond in the amount of \$100,000 to insure performance of its remaining obligation under the contract. The Contractor's performance/payment bond will be approved by the appropriate state officers prior to any construction of the sign panels.

XII. Permits, Licenses and Taxes

The Contractor shall procure all permits and licenses; pay all charges, fees, and taxes; and give all notices necessary and incidental to the due and lawful prosecution of the work. When requested, the Contract firm shall furnish the ODOT with evidence indicating that it has complied with the permit, license, and tax requirements.

XIII. Fees and Commissions

The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor, to solicit or secure the contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of the contract. For breach or violation of this warranty, the ODOT shall have the right to annul the agreement without liability or, in its discretion, otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

XIV. Approvals

Before the contract agreement becomes binding and effective, it shall be approved by the Contractor and shall also receive the approval of the Federal Highway Administration, the Transportation Commission, and of such State Officers as the law may provide in addition to the Director of Transportation.

EXHIBIT NO. 1

Eligible Interchanges

Interstate Highway 40

1. Beginning at the Texas state line and extending east to, and including, the SH-4 interchange in Yukon.
2. Beginning at the Air Depot Blvd. interchange in Midwest City and extending east to the Arkansas state line.

Interstate Highway 35

1. Beginning at the Texas state line and extending north to and including the SH-9 West interchange in Norman.
2. Beginning at the S.E. 33rd Street interchange in Edmond and extending north to the Kansas state line.

Interstate Highway 44

1. Beginning at the Texas state line and extending north to the US-70 interchange.
2. Beginning at the SH-36 interchange and extending north to the US-62/281 interchange.
3. Beginning at the US-62 interchange (Exit 107) and extending through Exit 113.
4. Beginning at Exit 238 and extending through Exit 240 in Catoosa.

Interstate Highway 240

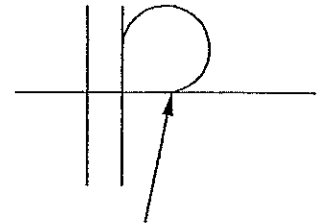
1. Beginning at Exit 11 and extending through Exit 14

EXHIBIT NO. 2

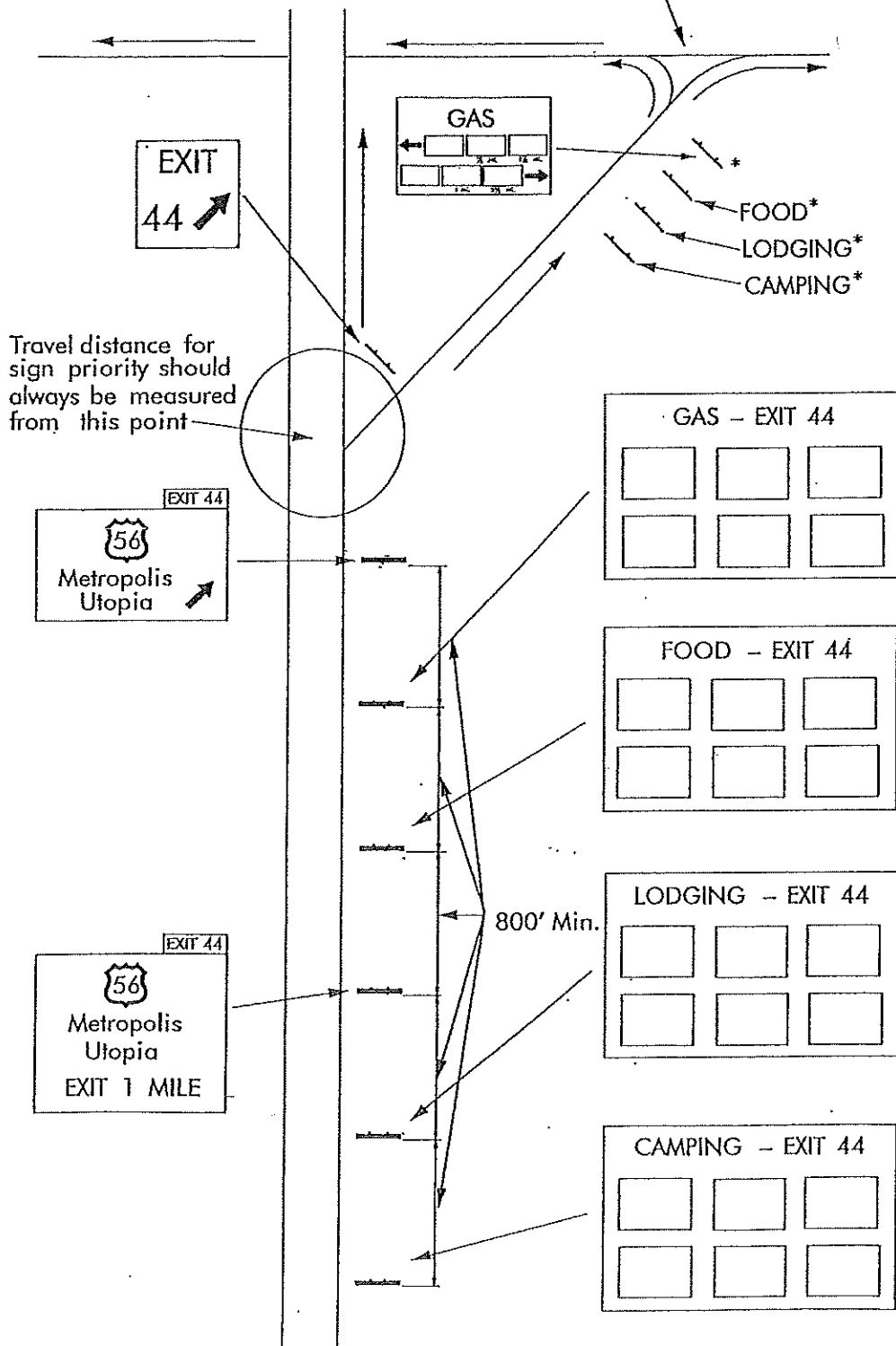
TYPICAL SIGNING FOR SINGLE-EXIT INTERCHANGE

* Specific service ramp signs (as needed)
 Spacing should be at least 100 ft. from the exit gore sign, from each other, and from the ramp terminal.

The travel distance to be shown on signs should be measured from this point.



If a loop is to be signed the travel distance to be shown on signs should be measured from here.



EXIT
44

GAS

FOOD*
 LODGING*
 CAMPING*

GAS - EXIT 44

GAS - EXIT 44

--	--	--

OR

FOOD - EXIT 44

FOOD - EXIT 44

--	--	--

OR

LODGING - EXIT 44

LODGING - EXIT 44

--	--	--

OR

CAMPING - EXIT 44

CAMPING - EXIT 44

--	--	--

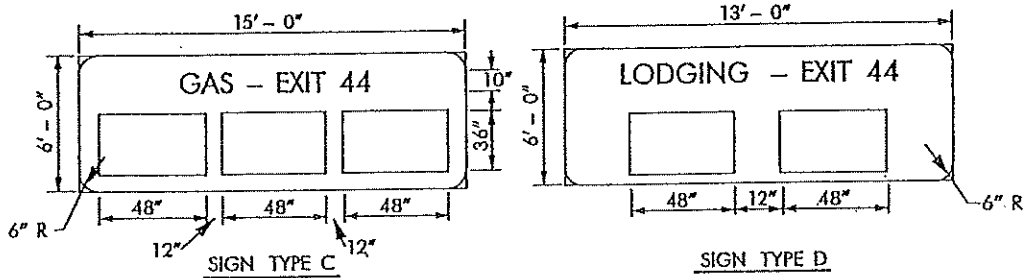
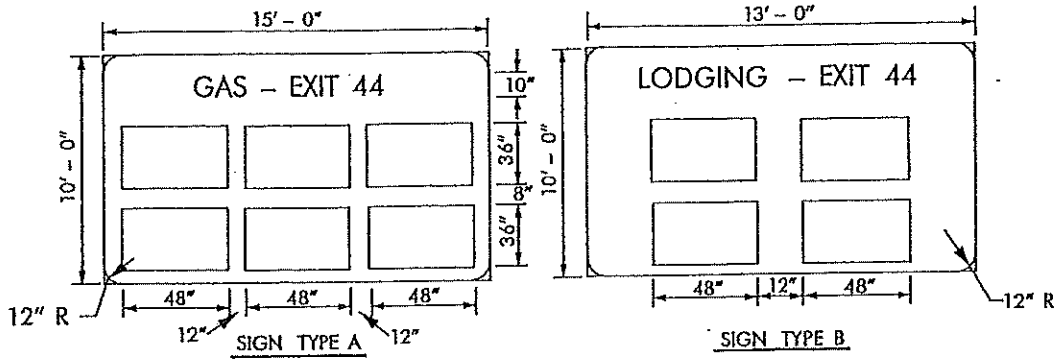
OR

EXIT 44
 56
 Metropolis
 Utopia

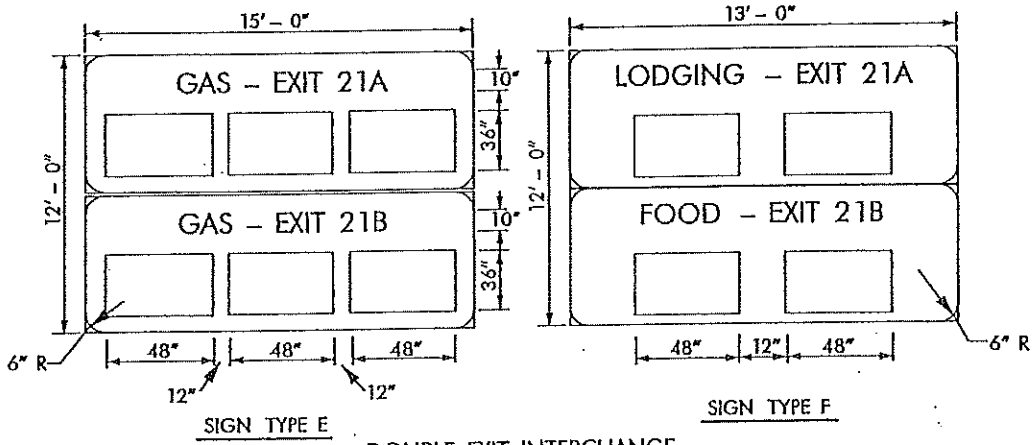
EXIT 44
 56
 Metropolis
 Utopia
 EXIT 1 MILE

EXHIBIT NO. 2

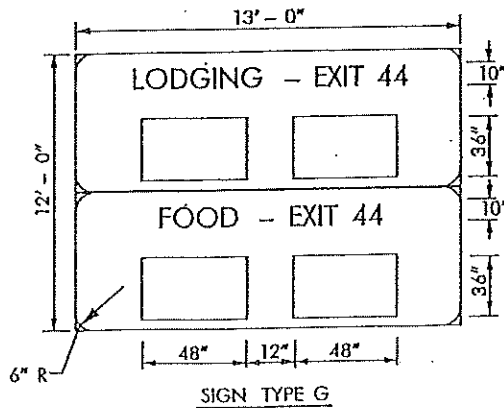
TYPICAL SPECIFIC SERVICE SIGNS – MAINLINE



SINGLE EXIT INTERCHANGE



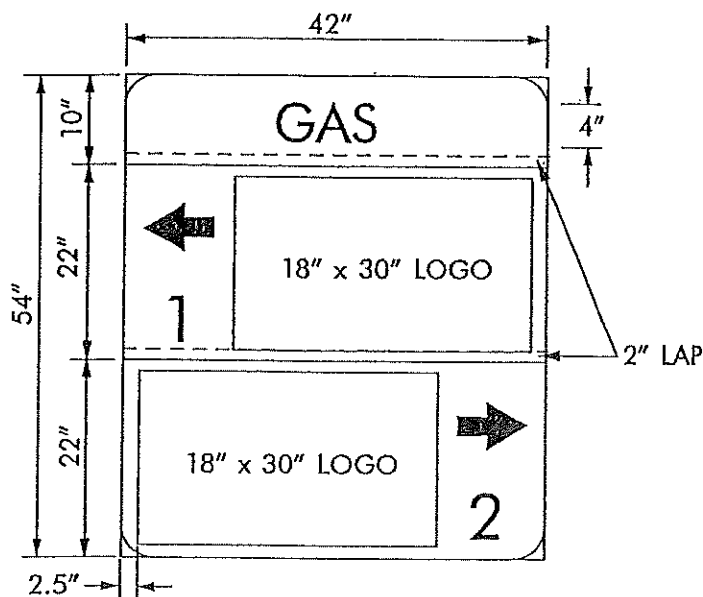
DOUBLE EXIT INTERCHANGE



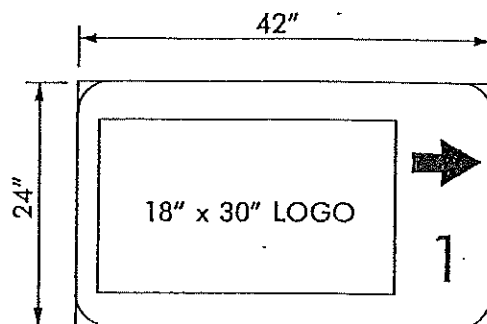
REMOTE RURAL INTERCHANGE

EXHIBIT NO. 2

RAMP SIGNS AND TRAILBLAZERS



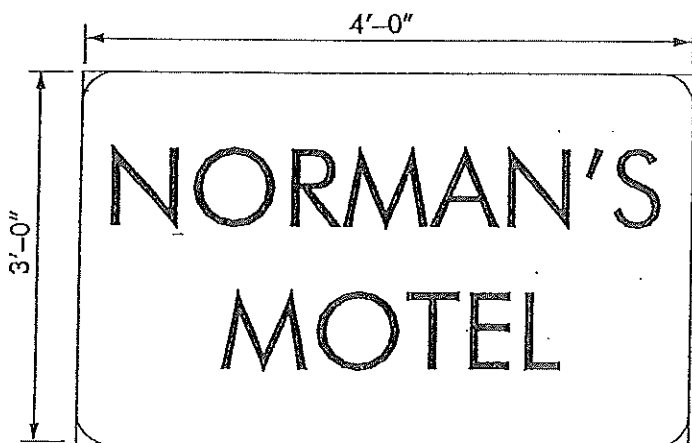
RAMP SIGN



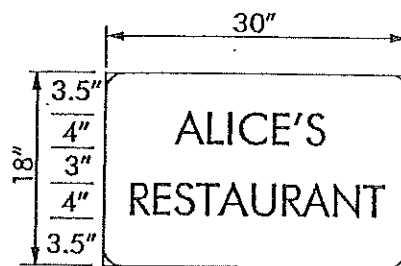
TRAILBLAZER

NOTES:

1. THE TYPE OF SERVICE SHALL ALWAYS BE INCLUDED ON RAMP SIGNS, NOT ON TRAILBLAZERS.
2. LOGOS WITH DESTINATIONS TO THE LEFT SHOULD BE ABOVE THOSE WITH DESTINATIONS TO THE RIGHT. CLOSER SERVICES IN EITHER DIRECTION SHOULD BE ABOVE THE MORE DISTANT SERVICES IN THE SAME DIRECTION.
3. TWO POSTS SHALL BE USED FOR ALL INSTALLATIONS WITH TWO OR MORE LOGOS.
4. SIGN PANEL COMPONENTS SHALL HAVE A MINIMUM THICKNESS OF 0.125 INCH.



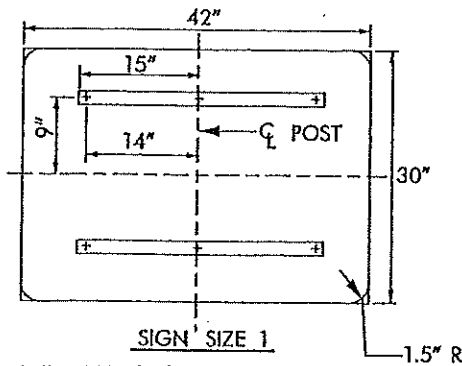
NATIONAL & SPECIAL LOGO DESIGN
MAINLINE



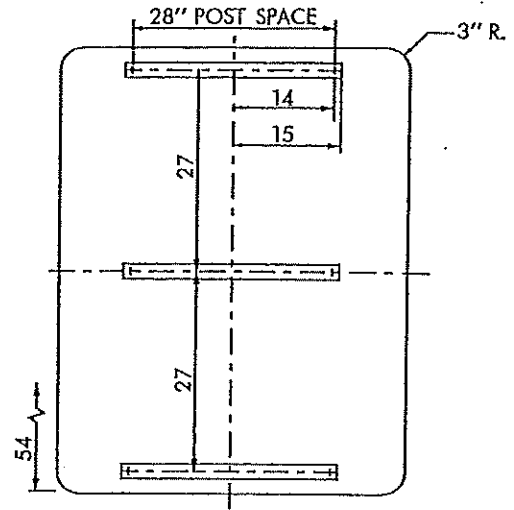
LOGOS ON RAMP SIGNS & TRAILBLAZERS

EXHIBIT NO. 2

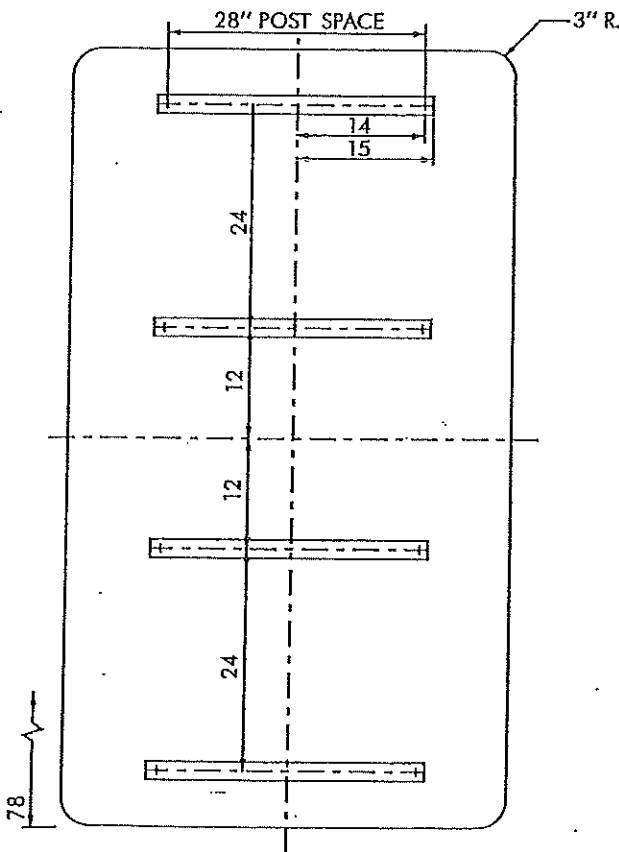
TYPICAL SIGN BLANK DETAILS



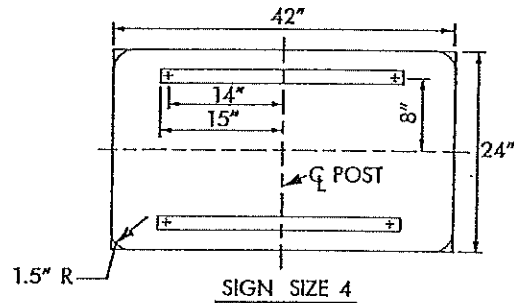
SIGN SIZE 1
 42" x 30" Blank
 (1) 2 1/2" Pipe Post
 5/8" Border
 3/8" Margin



SIGN SIZE 2
 42" x 54" Blank
 (2) 2 1/2" Pipe Posts
 1/4" Border
 3/4" Margin



SIGN SIZE 3
 42" x 78" Blank
 (2) 3" Pipe Posts
 1 1/4" Border
 3/4" Margin



SIGN SIZE 4
 42" x 24" Blank
 (1) 2 1/2" Pipe Post
 5/8" Border
 3/8" Margin

CONSTRUCTION NOTES

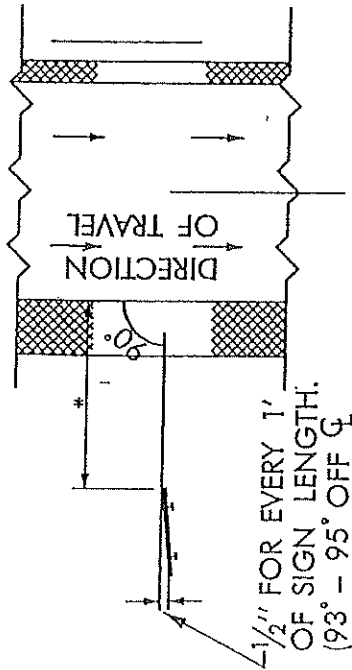
1. ALL SHEET METAL SIGNS SHALL USE GALVANIZED STEEL PIPE POSTS.
2. THICKNESS OF MATERIALS SHALL BE 0.125" FOR ALUMINUM.
3. SIGN BRACKETS SHALL BE ALUMINUM. HOLES FOR MOUNTING BRACKETS TO SIGN SHALL BE 3/16" DIA. HOLES FOR MOUNTING SIGN AND BRACKETS TO POST SHALL BE 3/8" DIA. SIZE OF BRACKET SHALL BE 2" x 1/2" x 1/8".
4. ALL BOLTS, NUTS AND WASHERS SHALL BE GALVANIZED STEEL. ALL BOLT ENDS SHALL BE SUFFICIENTLY BRADDED, AFTER MOUNTING SIGN TO SIGN POST, TO MINIMIZE REMOVAL BY VANDALISM.
5. ALL POSTS SHALL EXTEND 2" ABOVE THE TOP SIGN BRACKET, BUT NOT ABOVE TOP OF SIGN.

EXHIBIT NO. 3

TYPICAL MAINLINE SIGN PLACEMENT

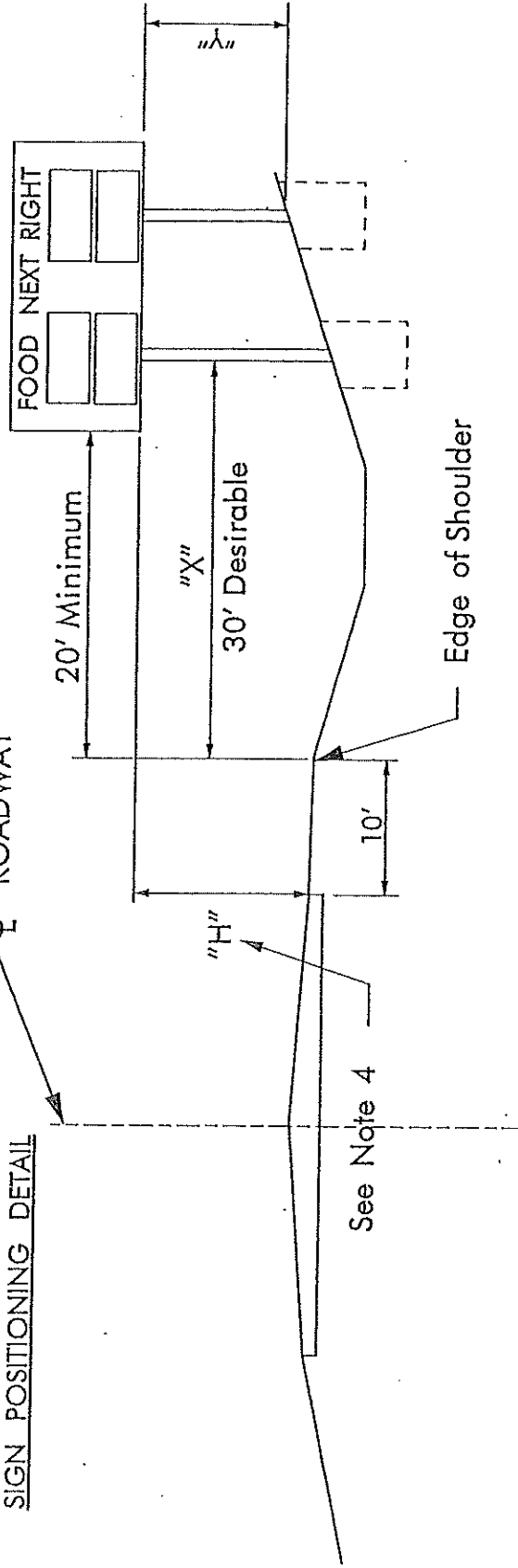
NOTE

SIGNS SHALL BE SO POSITIONED TO ELIMINATE OR MINIMIZE SPECULAR REFLECTION. DUE TO THE NUMEROUS VARIATIONS IN ROAD CURVES AND GRADES, THIS GENERAL RULE MAY NOT ALWAYS BE APPLICABLE.



SIGN POSITIONING DETAIL

ϕ ROADWAY



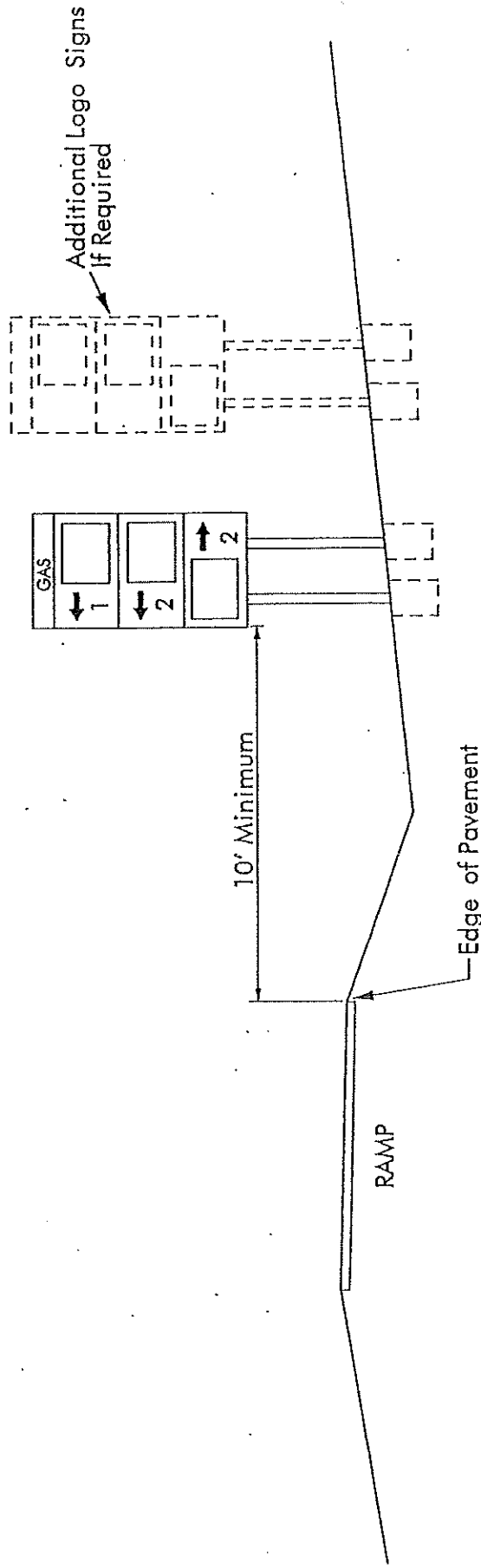
* WHEN LATERAL CLEARANCE IS 30'-0" OR GREATER FROM EDGE OR PAVEMENT, THE SIGN IS TO BE APPROX. PERPENDICULAR TO ROADWAY.

NOTES

1. All signs shall be at least 6' above pavement edge except where heavy pedestrian traffic is encountered they shall be 7'.
2. Sign faces shall be vertical.
3. "Y" is the perpendicular distance from the ground line to the fuse plate on the post. This distance shall be at least 6'.
4. Where "X" is less than 30', "H" shall be 7' +/- 6".
5. Lateral clearances given apply to right side installation.

EXHIBIT NO. 3

TYPICAL RAMP SIGN PLACEMENT



NOTES

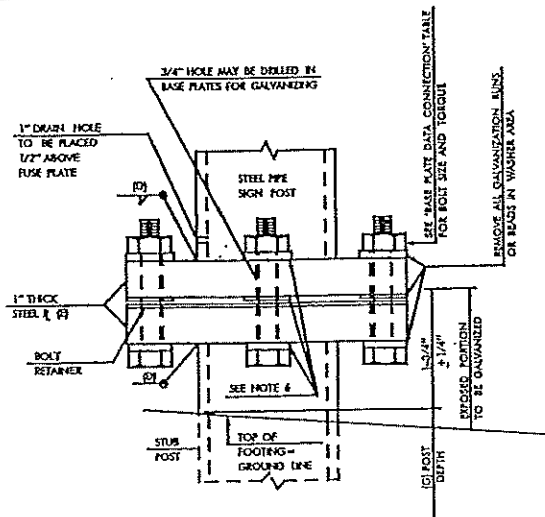
1. All signs shall be at least 6' above pavement edge.
2. Sign faces shall be vertical.
3. Lateral clearances given apply to right side installation.
Left side installation shall be approved by the Engineer prior to construction.

EXHIBIT NO. 4 SAFETY POST DETAILS

SIGN SIZE	FTG. DES. NO.	POST SIZE REQUIRED	BASE PLATE DIMENSIONS					FOOTING DIMENSIONS				QUANTITIES			
			TRIANGLE SIZE	A	B	C	D	E	SIZE DIA.	LENGTH	POST (G) DEPTH	VERTICAL BARS	HORIZONTAL BARS	CLASS "A" CONCRETE	REINFORCING STEEL
1,2,4	A-3	2-1/2" @ 5.79 plf	9" X 9" X 9"	6-1/4"	13/16"	1/4"	1/4"	1"	18"	3'-0"	24"	4 / #5	4 #4	.20 CU	24 lbs
3	A-4	3" @ 7.58 plf	9" X 9" X 9"	6-1/4"	13/16"	1/4"	1/4"	1"	18"	3'-6"	24"	6 / #5	4 #4	.23 CU	32 lbs

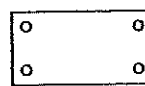
CONSTRUCTION NOTES

1. ALL PIPE POST SHALL CONFORM TO THE 1999 STANDARD SPECIFICATIONS.
2. ALL HOLES SHALL BE DRILLED. ALL LATE CUTS SHALL BE PREFERABLY SAW CUTS. HOWEVER, FLAME CUTTING WILL BE PERMITTED PROVIDED ALL EDGES ARE GROUND. METAL PROJECTING BEYOND THE PLANE OF THE PLATE FACE WILL NOT BE TOLERATED.
3. ALL BOLTS, NUTS AND WASHERS SHALL NOT BE GALVANIZED OR PLATED, BUT SHALL BE PAINTED, AFTER INSTALLATION, WITH A ZINC RICH PAINT.
4. STRUCTURAL STEEL TO BE GALVANIZED AFTER FABRICATION, EXCEPT AS NOTED, IN ACCORDANCE WITH THE 1999 STANDARD SPECIFICATIONS.
5. ALL WELDING MATERIALS AND METHODS, INCLUDING QUALIFICATIONS OF WELDERS, SHALL CONFORM TO THE REQUIREMENTS OF THE 1999 STANDARD SPECIFICATIONS.
6. TOP AND BOTTOM WASHERS ON BASE PLATE SHALL BE 1/4" THICK. WASHERS MAY BE ROUND OR SQUARE. USE STANDARD ROUND WASHERS BETWEEN BASE PLATES. REMOVE ALL GALVANIZING BURRS OR BEADS IN WASHER AREA.



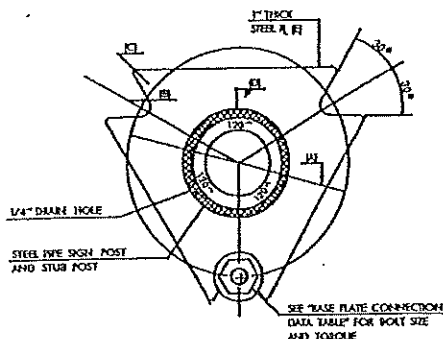
STEEL PIPE POST BASE CONNECTION

- PROCEDURE FOR ASSEMBLY OF BASE CONNECTION**
1. ASSEMBLE POST TO STUB WITH BOLTS AND WASHERS. USE ONE FLAT WASHER PER BOLT AND BOLT RETAINER BETWEEN BASE PLATES.
 2. SHAKE AS REQUIRED TO PLUMB AND ALIGN POSTS BEFORE OR IMMEDIATELY AFTER POURING CONCRETE FOOTING.
 3. TIGHTEN ALL BOLTS, IN A SYSTEMATIC ORDER, TO THE PRESCRIBED TORQUE TO BED WASHERS AND SHIMS AND CLEAN BOLT THREADS.
 4. LOOSEN AND RE-TIGHTEN TO PRESCRIBED TORQUE IN THE SAME ORDER AS INITIAL TIGHTENING. DO NOT OVER TIGHTEN.



CUT FROM 30 GAUGE GALVANIZED SHEET METAL. PLACE BETWEEN BASE PLATES. SIZE VARIES TO FIT BASE PLATES.

SHEET METAL BOLT RETAINER

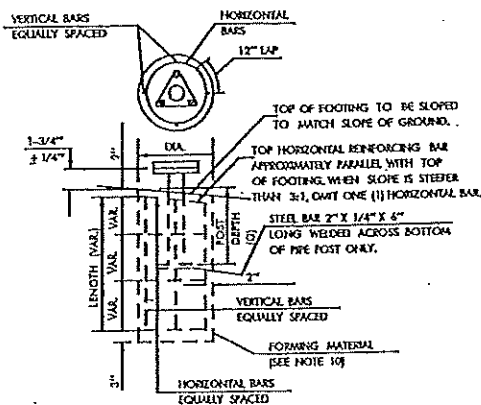


BASE PLATE FOR STUB POST SAME AS BASE PLATE FOR SIGN POST.

PIPE POST BASE PLATE

- NO. REQ'D. @ 5" X 5" X 3"
- (1) 1/2" φ X 3-1/4" U.S. BOLT
 - (1) HEX. NUTS
 - (1) FLAT WASHERS (SEE NOTE 4)

- NO. REQ'D. @ 10" X 10" X 10"
- (1) 5/8" φ X 3-3/4" U.S. BOLT
 - (1) HEX. NUTS
 - (1) FLAT WASHERS (SEE NOTE 4)



TYPICAL FOOTING DETAIL

NOTE 10: PIPE STUB POST MAY BE INSTALLED TO THE BASE OF THE FOOTING IF DESIRED, BUT ONLY THE PIPE POST SPECIFIED BY THE FOOTING DESIGN WILL BE PAID FOR. PIPE POST EXTENDING TO THE BASE OF THE FOOTING SHALL HAVE THE STEEL BAR WELDED TO THE POST A MINIMUM OF 6" ABOVE THE BASE OF THE FOOTING.

BASE PLATE CONNECTION DATA TABLE		
BOLT TORQUE FOR BASE PLATES		
BOLT SIZE	MINIMUM	MAXIMUM
1/2" φ X 3-1/4"	31.6 FT LBS	25.0 FT LBS
5/8" φ X 3-3/4"	27.5 FT LBS	56.4 FT LBS
3/4" φ X 3"	47.5 FT LBS	63.3 FT LBS

BOLT TORQUE LIMITS
THE HIGHER STRENGTH BOLTS AT THE BASE CONNECTION SHOULD BE TORQUED WITHIN THE LIMITS SPECIFIED IN THE ABOVE TABLE. HOWEVER, THE LOWER LIMIT SHOWN IN THE "BASE PLATE CONNECTION DATA TABLE" IS MORE DESIRABLE.

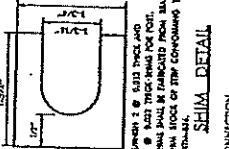
EXHIBIT NO. 4

SIGN POST DETAILS

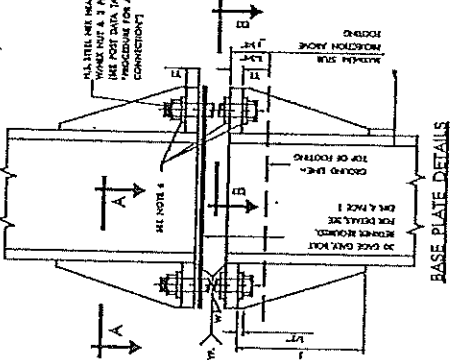
CONSTRUCTION NOTES

1. ALL POST AND WIDE FLANGE BASE POSTS SHALL CONFORM TO REQUIREMENTS OF THE 1977 STANDARD SPECIFICATIONS.
2. FUSE PLATE SHALL CONFORM TO THE REQUIREMENTS OF ASTM-A414, BUT MADE 50 OR A36. ALL HOLES SHALL BE DRILLED. ALL PLATE CUTS SHALL BE REINFORCED WITH CUTS. HOWEVER, PLATE CUTTING WILL BE PERMITTED PROVIDED ALL EDGES ARE GROUNDED. METAL PROTECTING ALONG THE NAME OF THE PLATE FACE WILL NOT BE TOLERATED.
3. ALL BOLTS, NUTS, AND WASHERS SHALL NOT BE GALVANIZED OR PLATED, BUT SHALL BE PAINTED AFTER INSTALLATION WITH A ZINC RICH PAINT.
4. STRUCTURAL STEEL TO BE GALVANIZED AFTER PAINTING. ACCEPT AS NOTED IN ACCORDANCE WITH THE 1977 STANDARD SPECIFICATIONS.
5. ALL WELDING MATERIALS AND METHODS INCLUDING QUALIFICATION OF WELDERS, SHALL CONFORM TO THE REQUIREMENTS OF THE 1977 STANDARD SPECIFICATIONS.
6. TOP AND BOTTOM WASHERS ON BASE PLATE SHALL BE 1/2" THICK WASHERS. ALL BUSHINGS OR SQUARE LITE BRACKETED BOLDS SHALL BE WITHIN BASE PLATE. REMOVE ALL GALVANIZING BOND OR PAINT IN THE WELDED AREA.

POST DIA	BASE CONNECTION TABLE									
	A	B	C	D	E	F	G	H	I	J
10"	2-1/2"	4"	4"	4"	4"	4"	4"	4"	4"	4"
12"	3-1/2"	5"	5"	5"	5"	5"	5"	5"	5"	5"
14"	4-1/2"	6"	6"	6"	6"	6"	6"	6"	6"	6"
16"	5-1/2"	7"	7"	7"	7"	7"	7"	7"	7"	7"
18"	6-1/2"	8"	8"	8"	8"	8"	8"	8"	8"	8"
20"	7-1/2"	9"	9"	9"	9"	9"	9"	9"	9"	9"



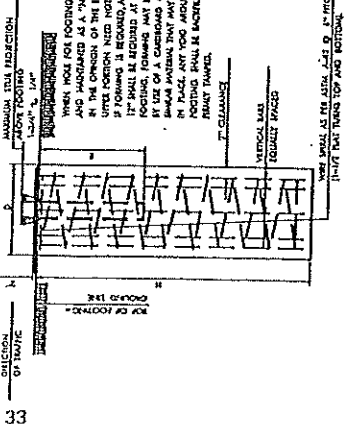
- PROCEDURE FOR ASSEMBLY OF BASE CONNECTION**
1. ASSEMBLE POST TO FEEL WITH BOLTS AND WASHERS AND WITH ONE BASE WASHER ON EACH FOOT AND BOLT REMAINS BETWEEN BASE PLATE.
 2. SHIM AS REQUIRED TO RISE AND ALIGN POSTS BEFORE OR IMMEDIATELY AFTER POURING CONCRETE FOOTING.
 3. TIGHTEN ALL BOLTS IN A SYSTEMATIC ORDER. REQUIRED TORQUE TO BE 250 FT LBS. AND BUSHING AND BUSHING AND CLEAN BOLT DAMAGED.
 4. LOCKWASHER AND RETURN TO PRESCRIBED TORQUE IN THE SAME ORDER AS INITIAL TIGHTENING. DO NOT OVER TIGHTEN.



ALL BASE PLATE NUTS SHALL BE TIGHTENED IN THE SHOP TO PRODUCE THE REQUIRED MINIMUM BOLT TENSION IN CONFORMANCE WITH ASTM-A414 AND EQUIVALENT TORQUE AS SHOWN IN THE TABLE BELOW. NUTS ARE SHIPPED TO THEIR PROPER VALUE.

ASTM A414 RECOMMENDED TO THE SATISFACTION OF THE ENGINEER, THE NUTS, BOLTS AND WASHERS SHALL BE FIELD OF RUST, CLEANED AND GIVEN A HEAVY AND THROUGH COAT OF ZINC-RICH PAINT.

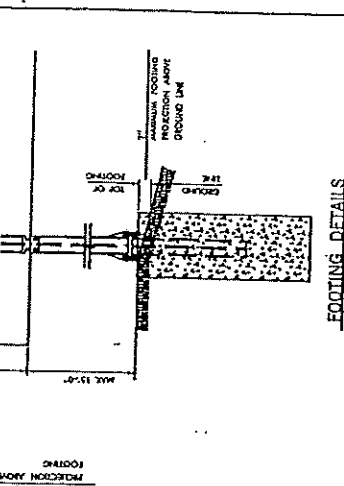
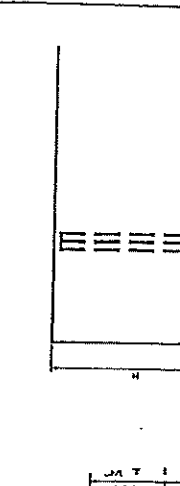
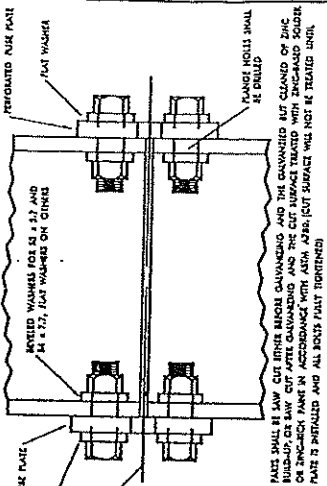
POST SIZE	TORQUE	MINIMUM RESIDUAL TENSION
2-1/2"	250 FT LBS	28,400 LBS
3"	280 FT LBS	31,500 LBS



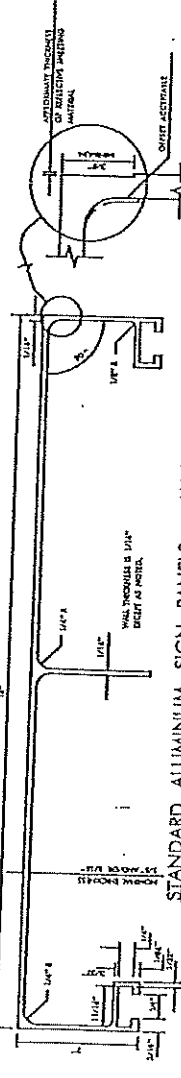
SECTIONS SHOWN ARE FOR INSTALLATIONS ON ROUGH AND IN CASE, PLATE BUT NOT SPACES ARE CONSIDERED AS PART OF THE FOOTING. THAT MENTION FOR INSTALLATIONS ON LEVEL GROUND LINE.

FOOTING DATA

FOOTING DIA.	FOOTING DIMENSIONS	MINIMUM BOLT TENSION
10"	12" x 12" x 12"	28,400 LBS
12"	14" x 14" x 14"	31,500 LBS
14"	16" x 16" x 16"	34,600 LBS
16"	18" x 18" x 18"	37,700 LBS
18"	20" x 20" x 20"	40,800 LBS
20"	22" x 22" x 22"	43,900 LBS

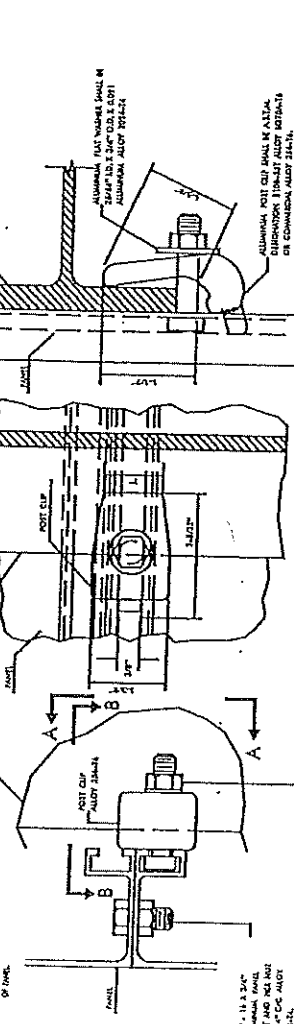


REVISION	DATE

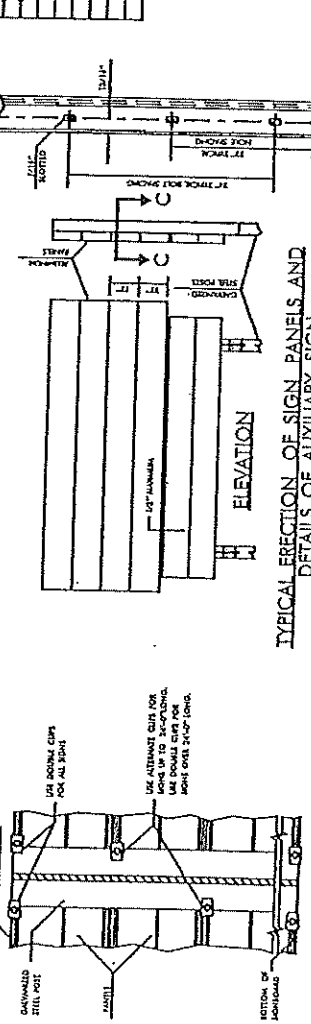


ALUMINUM PANELS MAY HAVE SQUARE CORNERS OR ROUNDED CORNERS AS SHOWN, NO OTHER THE CORNERS ARE ACCEPTABLE.

ALUMINUM POST SHALL BE AN ALUMINUM POST WITH 1/2" DIA. ALUMINUM NUT AND 1/2" DIA. ALUMINUM WASHER AND 1/2" DIA. ALUMINUM LOCK WASHER AND 1/2" DIA. ALUMINUM LOCK NUT.



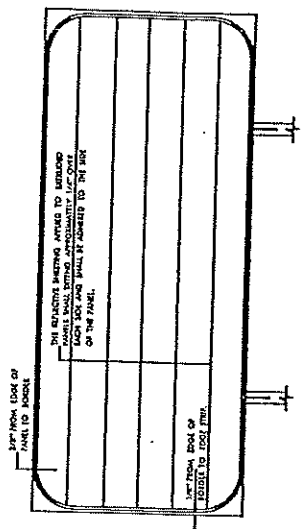
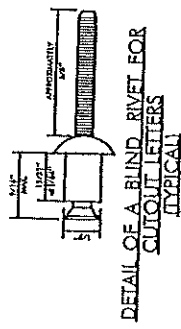
ALUMINUM POST SHALL BE AN ALUMINUM POST WITH 1/2" DIA. ALUMINUM NUT AND 1/2" DIA. ALUMINUM WASHER AND 1/2" DIA. ALUMINUM LOCK WASHER AND 1/2" DIA. ALUMINUM LOCK NUT.



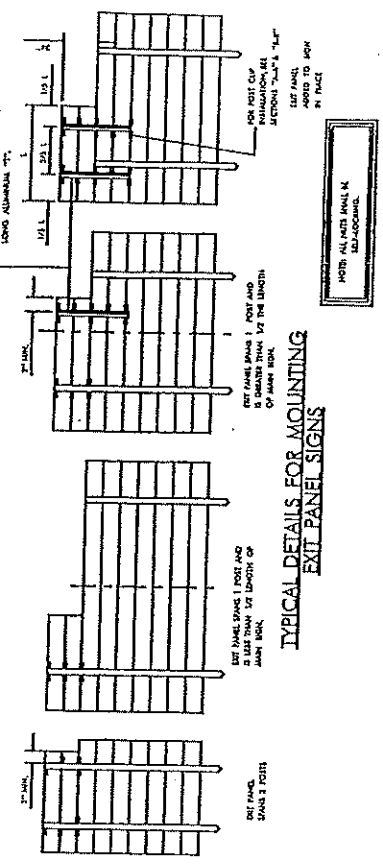
ALUMINUM POST SHALL BE AN ALUMINUM POST WITH 1/2" DIA. ALUMINUM NUT AND 1/2" DIA. ALUMINUM WASHER AND 1/2" DIA. ALUMINUM LOCK WASHER AND 1/2" DIA. ALUMINUM LOCK NUT.



ALUMINUM POST SHALL BE AN ALUMINUM POST WITH 1/2" DIA. ALUMINUM NUT AND 1/2" DIA. ALUMINUM WASHER AND 1/2" DIA. ALUMINUM LOCK WASHER AND 1/2" DIA. ALUMINUM LOCK NUT.



TYPICAL ASSEMBLY OF BORDER AND REFLECTIVE BACKGROUND



NOTES:

- 1. SIGN PANELS SHALL BE MOUNTED ON THE EXTREME LEFT OR RIGHT EDGE FOR RIGHT SIDE OR EXTREME LEFT FOR LEFT SIDE.
- 2. DET. NUMBER SIGN PANEL SHALL BE MOUNTED TO MAIN SIGN - SEE SECTION "C-C".
- 3. DET. OF DET. NUMBER SIGN SHOULD NOT EXCEED ANYTHING LESS THAN 1/2" DIA.
- 4. DET. PANELS AND POST CLIP SHALL BE 1/2" DIA. IN SIZE FOR 1/2" DIA. PANELS OF 1/2" DIA.
- 5. GALVANIZED STEEL 1/2" THICK MAY BE SUBSTITUTED FOR ALUMINUM.

APPROVED BY TRAFFIC ENGINEER DATE

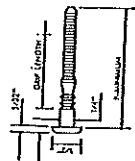
OKLAHOMA DEPT. OF TRANSPORTATION TRAFFIC STANDARD (ENGLISH)

ALUMINUM SIGN PANELS AND ASSEMBLY DETAILS

1977 SPECIFICATIONS	SPAL-1	002	1-113
---------------------	--------	-----	-------

REVISIONS	DATE

EXHIBIT NO. 4



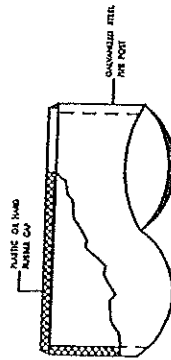
1/4" FASTENER AND 1/4" COLLAR
TYPICAL

GRP. NO.	GRP. LENGTH	F. MIN.
2	0.094 - 0.154	1-7/16"
3	0.137 - 0.218	1-1/2"
4	0.219 - 0.261	1-5/16"
5	0.282 - 0.243	1-5/8"
6	0.244 - 0.406	1-1/2"
17	0.407 - 1.050	2-3/8"



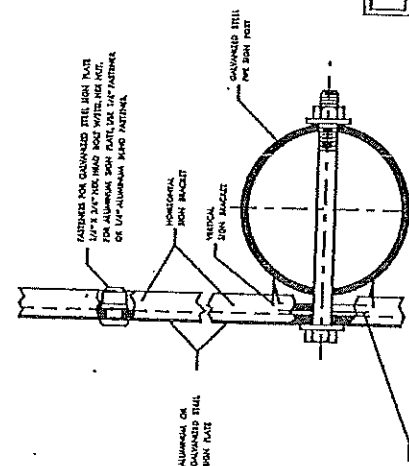
ALUMINUM ALLOY BOLT AND NUT 1/2" DIA.

1/2" BLIND FASTENERS



POST CAP NOT REQUIRED FOR 1 1/2" AND 2" PIPE POSTS

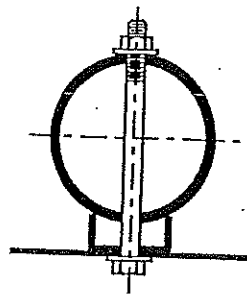
WHEN CONSTANT THICKNESS EXTENDED POSTS ARE USED, THE HORIZONTAL SIGN BRACKET AND THE DOWN POST (RESTRICED TO 3/8" DIA. AND SHORTER) MUST BE USED. THESE FOR BLIND FASTENERS, 1/2" DIA. 1/4" THICK FOR 1 1/2" DIA. POSTS AND 1/4" THICK FOR 2" DIA. POSTS SHALL BE USED.



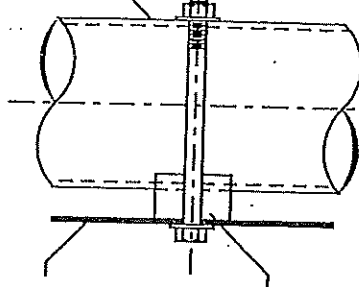
TOP VIEW

NOTE: ALL NUTS SHALL BE SIDE-LOADING.

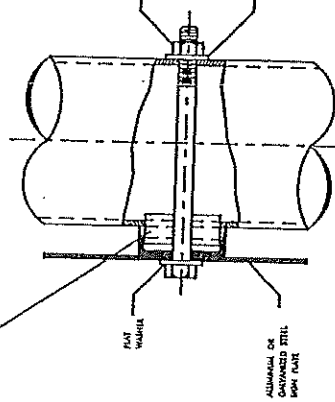
1 1/2" x 1/4" x 1/4" THICK 3" LONG VERTICAL BRACKET AREA



TOP VIEW



SIDE VIEW
TYPICAL POST MOUNTING DETAILS FOR SIGN REQUIRING VERTICAL SIGN BRACKETS ONLY



SIDE VIEW
TYPICAL POST MOUNTING DETAILS FOR SIGN REQUIRING HORIZONTAL SIGN BRACKETS

APPROVED BY: TRAFFIC ENGINEER
 OKLAHOMA DEPT. OF TRANSPORTATION
 TRAFFIC STANDARD (ENGLISH)
 SHEET SIGN ASSEMBLY DETAILS

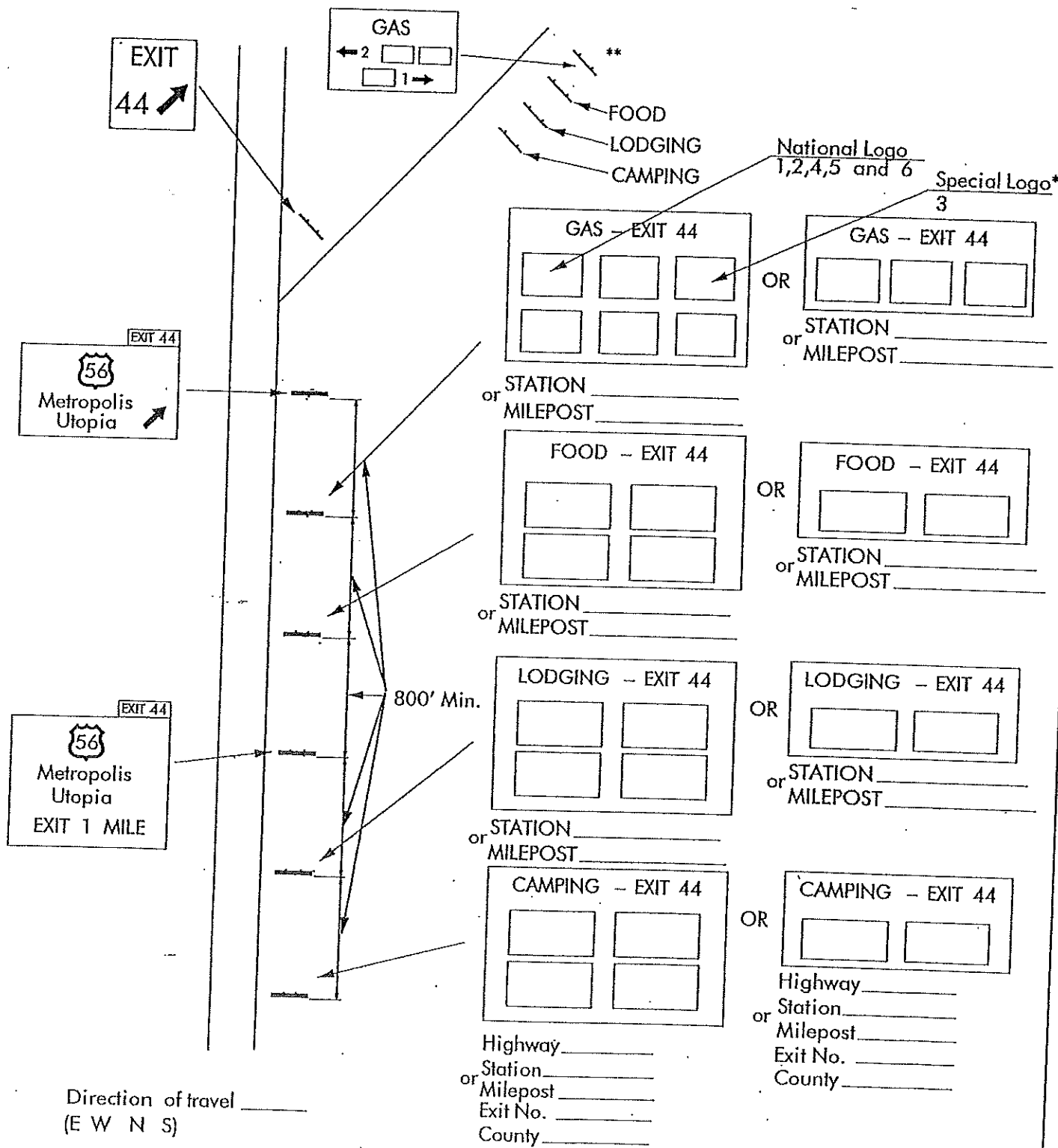
1999 SPECIFICATIONS

5542-1 00 1-86

EXHIBIT NO. 5

AS-BUILT SIGNING FOR SINGLE-EXIT INTERCHANGE

AS-BUILT TYPICAL

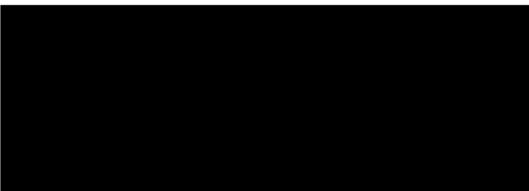


* Attach copy of approved special logo design
 ** Exit ramp signing as required

EXHIBIT NO. 6

OKLAHOMA DEPARTMENT OF TRANSPORTATION

ATTACHMENT B - STATUTORY AFFIDAVIT



AFFIDAVIT

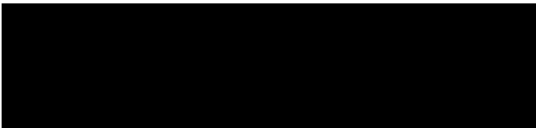


of lawful age, and having been first duly sworn, on oath states:

1. That he is the agent authorized by the CONTRACTOR to submit the attached Contract to the State of Oklahoma.
2. That the CONTRACTOR has not paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this Contract.
3. 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 to fulfill any of the services provided for under this Contract.
4. That, to the best of his/her knowledge and belief, CONTRACTOR has not previously entered into a Contract with the Department of Transportation or any other agency of the State of Oklahoma which would result in a substantial duplication of the services required by this Contract.

FURTHER AFFIANT SAYETH NOT.

NAME



ACKNOWLEDGMENT

Before me, the undersigned, a Notary Public, and for the State of [redacted] on this day personally appeared [redacted] known to me to be the person whose name is subscribed to the foregoing instrument as the maker thereof, whether as an individual, a member of said co-partnership, or authorized agent, or officer of said Corporation, and acknowledged to me that (s)he executed the same as his (her) free and voluntary act and deed for the purposes and reconsideration therein expressed, and in the capacity therein set forth.

Witness my hand and seal of office this

day of

Notary Public

Commission Number _____ My Commission Expires: _____

MY

24-TE-0034

Price Sheet

Vendor Name:	
--------------	--

Pay Item	
----------	--

Proposed Revenue	
------------------	--

--	--