



1. Solicitation #: 25-COMP-0017

2. Solicitation Issue Date: 4/19/2024

3. Brief Description of Requirement:

Collections for Damages to State Property from Date of Award through June 30, 2025.

Questions may be submitted up until 1:00 PM, Wednesday, April 24th, 2024 with responses made available no later than 1:00 PM, Friday, April 26, 2024. Questions need to be submitted to stacy.welty@odot.ok.gov

The solicitation is let pursuant to Title 18, Section 803 Professional Services.

4. Response Due Date¹: 5/1/2024

Time: 1:00 PM CST/CDT

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

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 #** 25-COMP-0017

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 #: 25-COMP-0017

Supplier Legal Name:

SECTION I [74 O.S. § 85.22]:

- A. For purposes of competitive bid, 1. I am the duly authorized agent... 2. I am fully aware of the facts... 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party... B. I certify, if awarded the contract...

SECTION II [74 O.S. § 85.42]:

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

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

- the competitive bid attached herewith and contract, if awarded to said supplier; OR the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

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

A.3. Solicitation Amendments

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

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

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

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

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

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

A.6. Bid Opening

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

A.7. Open Bid / Open Record

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

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

A.8. Late Bids

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

A.9. Legal Contract

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

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

A.9.2.1. Any Addendum to the Contract;

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

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

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

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

A.10. Pricing

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

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

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

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

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

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

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

A.13. Negotiations

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

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

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

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

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

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

A.14. Rejection of Bid

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

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made 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 State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier .
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

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

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.

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

A.19. Tax Exemption

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

A.20. Audit and Records Clause

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

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

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

A.25. Termination for Convenience

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

A.26. Insurance

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

A.27. Employment Relationship

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

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

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

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

B. SPECIAL PROVISIONS

B.1.0. The Solicitation is let pursuant to Title 18, Section 803 – Professional Services.

B.2.0. Contract Period

B.2.1. The Contract Period will be from the Date of Award through June 30, 2025. Upon mutual agreement by the Department and the Contractor, the contract may be renewed for three consecutive one-year periods at the same price.

B.3.0. Termination

B.3.1. This Contract may be terminated in accordance with General Provisions A.23 and A.24.

B.4.0. Definitions

B.4.1. The Department or Division is the Oklahoma Department of Transportation, Purchasing Division.

B.4.2. Response Documents include the Solicitation for Responses, these Instructions for Contractors, the Response Forms, other sample response forms, and any addenda issued prior to the receipt of Responses.

B.4.3. Addenda are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Response Documents by additions, deletions, clarifications, or corrections.

B.4.4. 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.4.5. A Contractor is a person or entity that submits a Response.

B.5.0. Insurance Requirements

B.5.1. **The Contractor 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.6.0. Form of Contract Agreement

B.6.1. **A contract is to be used as the agreement between the State and the successful Vendor.**

B.7.0. Labor

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

B.6.2. **There is no Federal funding for this project and Davis Bacon Wages do not apply for this project.**

B.8.0. Security of Data

B.8.1. After award but prior to commencement of services, a non-disclosure agreement must be completed by supplier employees who will have access to ODOT's data.

B.8.2. Data must be secured by the supplier so that no information is compromised. if a data breach does occur or is suspected, ODOT must be notified immediately.

C. SOLICITATION SPECIFICATIONS

C.1.0. Purpose of the Contract

C.1.1. The CONTRACTOR is authorized on behalf of the DEPARTMENT to seek restitution for damages to state highway assets when the date of occurrence of the incident which resulted in damages to the asset was prior to June 30, 2020 and when the amount of damage is less than ten thousand dollars (\$10,000.00). The CONTRACTOR will not be required to process or be compensated for asset damage recovery made by DEPARTMENT on claims over \$10,000.00. The DEPARTMENT may raise the \$10,000.00 threshold if, in their sole discretion, it is advantageous to do so.

C.2.0. Requirement for the CONTRACTOR:

C.2.1. The CONTRACTOR agrees to adhere to agency's procedures. The CONTRACTOR agrees that the procedures may need to be modified periodically to provide for future efficiencies and changes.

C.2.2. The CONTRACTOR agrees to adhere to the performance standards as outlined in Solicitation Specifications, C.8.

C.2.3. The CONTRACTOR agrees there may be items the DEPARTMENT determines not to seek reimbursement. The damage items are identified in the agencies procedures listed in Section C.9.

- C.2.4.** The CONTRACTOR agrees to remit to the DEPARTMENT damage collection data at a minimum of monthly.
- C.2.5.** The CONTRACTOR agrees that any claim deemed uncollectible is eligible to be assigned to a secondary collector. Any claim, without a payment plan that is current, not collected within 271 days is deemed uncollectible.
- C.2.6.** The CONTRACTOR agrees to attempt to reduce the quantity of releases signed over the course of the next year.

C.3.0. Requirements of the Department:

- C.3.1.** The DEPARTMENT will provide a price guide for the CONTRACTOR to work from upon award.
- C.3.2.** The DEPARTMENT will provide approvals as recognized in the agencies procedures listed in Section C9.
- C.3.3.** The DEPARTMENT will notify the CONTRACTOR, in writing with 15 days notice, of any intentional reduction, restriction or stoppage of claim access or assignment. In the event of termination of this agreement, the termination conditions apply.
- C.3.4.** The DEPARTMENT will sign, or respond to, releases within 30 days of CONTRACTOR referring to DEPARTMENT for signature excluding any that require commission approval.

C.4.0. Compensation

The CONTRACTOR shall be responsible for all sums received as restitution and recovered in accordance with the terms of this contract.

The CONTRACTOR may withhold an amount equal to the sum xx% of damages recovered for new claims. New claims are any damage accident reports whereby the recovery process has not begun. The recovery process has begun after a letter has been sent to the parties at fault, their insurance companies, or both.

Awarded contractor will not suspend licenses as a means to collect unless authorized by the Department;

The CONTRACTOR may handle claims that require litigation. The CONTRACTOR will advance all court costs and process service fees, which are returned upon recovery with first priority.

The CONTRACTOR may handle claims that require the tax intercept recovery process.

The CONTRACTOR agrees that any claim deemed uncollectible is eligible to be assigned to a secondary collector with no fee remitted to the CONTRACTOR. Any claims, without a payment plan that is current, not collected within 271 days are deemed uncollectible.

The CONTRACTOR shall remit to the DEPARTMENT the balance all sums received no later than the fifth working day of the month following receipt of the remittance. The portion of the remittance withheld by the CONTRACTOR shall be deemed full and complete compensation for the service provided.

C.5.0. Ownership of Department Files

The department files and any documentation related to the files are the property of the DEPARTMENT and shall be returned upon request or when all work has been completed on such file. The parties agree that all information and documentation contained in the files is confidential information with regard to this contract, which may not be disclosed by the CONTRACTOR; provided, that any disclosure of such confidential information by the CONTRACTOR shall be limited to the performance of the services of the CONTRACTOR to recover the claim for restitution of damages to the highway system

from the damages, insurer or party responsible for the damage. The CONTRACTOR shall hold all DEPARTMENT files and information as confidential for any other use. Any request to use information outside the scope of this Contract by the CONTRACTOR or any other party shall be referred to the DEPARTMENT for its review and consent.

C.6.0. Control of Case Assignments

The DEPARTMENT has the right, in its sole discretion, to control, determine and select which files will be assigned to the CONTRACTOR. The DEPARTMENT has no obligation to assign any file to the CONTRACTOR under this Contract, but may assign some or all files as the DEPARTMENT deems necessary or appropriate. The DEPARTMENT has the further right to withdraw an assigned file from the CONTRACTOR for any reason and at any time upon written notice.

The CONTRACTOR shall be allowed payment for any reasonable itemized expenses that it has incurred regarding any assigned collection file that is withdrawn by the DEPARTMENT.

The CONTRACTOR also has a duty to acquire all municipal police reports, if possible, to maximize recovery for DEPARTMENT.

The DEPARTMENT will allow the CONTRACTOR access to the Department of Public Safety OnBase system on behalf of the DEPARTMENT. The OnBase system will be located in the DEPARTMENT's Comptroller Office. The CONTRACTOR is authorized to utilize the OnBase system in the Comptroller Office in Oklahoma City.

C.7.0. Travel

No reimbursable travel is anticipated under the terms of this contract.

C.8.0. Performance Standards

C.8.1. The CONTRACTOR agrees to obtain damage data within an average of 15 days of the claim date. This becomes the received date.

C.8.2. The CONTRACTOR agrees to obtain Police reports on a bi-weekly basis 92% of the time.

C.8.3. The CONTRACTOR agrees to build the estimate and notify the divisions within 15 days from received date.

C.8.4. The CONTRACTOR agrees to correct and approve claims less than \$5,000.00 within 15 days from the Division notification date.

C.8.5. The CONTRACTOR agrees to collect payment on the average within 90 days from the received date.

C.8.6. The CONTRACTOR agrees to keep the number of scheduled payments to under 15% on the average.

C.8.7. The CONTRACTOR agrees to provide monthly reports by the 5th business day 92% of the time.

C.8.8. The CONTRACTOR agrees to create these reports based on the state fiscal year (July 1 through June 30).

C.9.0. Procedures for Collection of Damages to State Property

C.9.1. Information

C.9.1.1 The intent of these procedures is to provide a standardized process regarding ODOT Property Damage Claims

C.9.1.2 The persons responsible for operations of this process are:

1. Division Risk Managers
2. Authorized Division Personnel
3. Authorized Contractor Personnel
4. Authorized Comptroller Personnel

C.9.2. Damages billed using Standard Costing:

C.9.2.1 Guardrails, Guardrail End caps, Signs, Cable Barriers, Sand Barrels and Delineator Posts & any other damages with standard costing.

C.9.3. Damaged billed without Standard Costing:

C.9.3.1 Bridge Hits, Fences, Posts and all damages not identified in the standard costing schedule

C.9.4. Exceptions:

C.9.4.1 Division Risk Managers will notify the Contractor for damages with extenuating circumstances

C.9.4.2 Division Risk Managers will notify the Comptroller for any exceptions not clearly defined in these procedures

C.9.5. Procedures for Claims with no damage:

C.9.5.1 Contractor will seek confirmation from the Division Risk Manager on all claims identified as no damage on the police report

C.9.5.2 If confirmed, Division Risk Manager will notify both Contractor & Comptroller to close these claims

C.9.5.3 Contractor will not pursue collection & notify Comptroller on all damages related to Fatalities, Stolen Vehicles, Unknown Damagers, Other State Agencies & Concrete

C.9.5.4 Comptroller will change the status and notify Contractor to close these claims

C.9.5.5 Contractor will notify and request a status change from Comptroller on all Non-ODOT damages

C.9.5.6 Comptroller will be notified to change the status on all other no damage claims

C.9.5.7 Risk Managers will provide Comptroller with claim # and reason on all claims requiring a status change

C.9.6. Procedures for Resetting Approval Flags:

C.9.6.1 Division Risk Manager or Contractor will send all approval flag change requirements to Comptroller

C.9.6.2 Comptroller will reset all approval flags

C.9.7. This Section is related to Standard Costing

Claims less than 5K with Police Report

1. Contractor will create the cost estimate based on approved standard costing
2. Contractor will create the damage breakdown/invoice
3. Contractor will send the Division Risk Manager a list of claims that they will be approving
4. Division Risk Manager has 10 working days to communicate any issues
5. No response within 10 working days will signify approval as is
6. Contractor will approve the claims
7. Contractor will start the collection process

Claims greater than 5K but less than 10K with Police Report

1. Contractor will create the cost estimate based on approved standard costing

2. Contractor will create the damage breakdown/invoice
3. Contractor will notify the Division Risk Manager of claims needing approval
4. Division Risk Manager will review and approve claims (if no corrections)
 - Division Risk Manager will notify Contractor if corrections are needed
 - Contractor will correct and resubmit for approval
5. Division Risk Manager will communicate approval to Contractor
6. Contractor will start the collection process

Claims 10K and above with Police Report

1. Contractor will notify the Division Risk Manager and close the claim in their system
2. Division Risk Manager will forward cost estimate to General Counsel & Comptroller
3. General Counsel will handle the collection process

Damages less than 5K with no Police Report

1. Division Risk Manager will notify Contractor
2. Contractor will create the cost estimate based on approved standard costing
3. Contractor will manually enter claim in APEX
4. Contractor will create the damage breakdown/invoice
5. Contractor will send the Division Risk Manager a list of claims they will be approving
6. Division Risk Manager has 10 working days to communicate any issues
7. No response within 10 working days will signify approval as is
8. Contractor will approve the claims
9. Contractor will start the collection process

Damages greater than 5K but less than 10K with no Police Report

1. Division Risk Manager will notify Contractor
2. Contractor will create the cost estimate based on approved standard costing
3. Contractor will manually enter the claim in APEX
4. Contractor will create the damage breakdown/invoice
5. Contractor will notify the Division Risk Manager of claims needing approval
6. Division Risk Manager will review and approve claims (if no corrections)
 - Division Risk Manager will notify Contractor if corrections are needed
 - Contractor will correct and resubmit for approval
7. Division Risk Manager will communicate approval to Contractor
8. Contractor will start the collection process

Damages 10K and above with no Police Report

1. Division Risk Manager will forward cost estimate to General Counsel & Comptroller
2. General Counsel will handle the collection process

C.9.8. This Section is related to Non-Standard Costing

Claims less than 5K with Police Report

1. Contractor will notify the Division Risk Manager
2. Division Risk Manager will provide Contractor with costs
3. Contractor will create the damage breakdown/invoice
4. Contractor will send the Division Risk Manager a list of claims they will be approving
5. Division Risk Manager has 10 working days to communicate any issues
6. No response within 10 working days will signify approval as is
7. Contractor will approve the claims
8. Contractor will start the collection process

Claims greater than 5K but less than 10K with Police Report

1. Contractor will notify the Division Risk Manger
2. Division Risk Manager will provide Contractor with costs
3. Contractor will create the damage breakdown/invoice
4. Contractor will notify the **Division Risk Manager of claims needing approval**
5. Division Risk Manager will review and approve claims (if no corrections)
 - Division Risk Manager will notify Contractor if corrections are needed
 - Contractor will correct and resubmit for approval
6. Division Risk Manager will communicate approval to Contractor

7. Contractor will start the collection process

Claims 10K and above with Police Report

1. Contractor will notify the Division Risk Manager and close the claim in their system.
2. Division Risk Manger will forward cost estimate to General Counsel & Comptroller
3. General Counsel will handle the collection process

Damages less than 5K with no Police Report

1. Division Risk Manger will notify Contractor and provide costs
2. Contractor will manually enter claim in APEX
3. Contractor will create the damage breakdown/invoice
4. Contractor will approve the claims
5. Contractor will start the collection process

Damages greater than 5K but less than 10K with no Police Report

1. Division Risk Manger will notify Contractor and provide costs
2. Contractor will manually enter claim in APEX
3. Contractor will create the damage breakdown/invoice
4. Contractor will notify the **Division Risk Manager of claims needing approval**
5. Division Risk Manager will review and approve claims (if no corrections)
 - Division Risk Manager will notify Contractor if corrections are needed
 - Contractor will correct and resubmit for approval
6. Division Risk Manager will communicate approval to Contractor
7. Contractor will start the collection process

Damages 10K and above with no Police Report

1. Division Risk Manager will forward cost estimate to General Counsel and Comptroller
2. General Counsel will handle the collection process

D. INSTRUCTIONS TO VENDOR

D.1.0. Response Procedures

D.1.1. Modification, Withdrawal or Cancellation of Responses

D.1.1.1. Vendors may withdraw, change and resubmit their Responses by appearing in person prior to the time set for the closing of the Response period. Upon presenting proper picture identification to Cheryl Emerson, CPO, the sealed Response will be returned to the Vendor. A new or changed sealed Response will be accepted until the time designated for the closing of the response period.

D.1.2. Submission of Responses

D.1.2.1. All the copies of the Response and any other documentation required to be submitted with the Response shall be enclosed in a sealed, opaque envelope. The Response shall be addressed and delivered to the Oklahoma Department of Transportation, Purchasing Division, 200 NE 21st St, Room 3C8, Oklahoma City, OK 73105. Place on the outside of the envelope the name of the Vendor, the Solicitation #, the words "Sealed Response" and the date set for Opening.

D.1.2.2. The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.

D.1.2.3. Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.

D.1.2.4. Oral, telephonic, or telegraphic Responses are invalid and will not receive consideration.

D.2.0. Consideration of Responses

D.2.1. Responses will not be opened publicly. Vendors may receive a copy of the response tabulation on the solicitation website after award.

E. CHECKLIST

- ___ Completed the Responding Bidder Information
- ___ Completed the Certification for Competitive Bid and/or Contract (Non-Collusion Certification)
- ___ Worker's Compensation Certificate
- ___ Completed Bid Form

F. OTHER

F.1.0. Questions

F.1.1 Questions regarding this solicitation may be submitted up until 1:00 PM Wednesday, April 24, 2024.

Questions must be writing and are to be sent to the CPO's attention listed on the solicitation. Responses will be made available no later than 1:00 PM Friday, April 26th, 2024. Questions received after the deadline will not be answered.

G. PRICE AND COST

G.1.0. Contractor Response - Pricing Submission

- G.1.1. Contractors are to develop their own cost sheet that best reflects their interpretation of the collection requirements of ODOT.
- G.1.2. Contractors response should include the submission of Appendix A stating the percentage of damages recovered for new claims (Section C.4 Compensation).

APPENDIX A
RESPONSE SHEET

Percentage (%) Contractor will retain of damages recovered for new claims _____

Sign Here

Date

The award is based on “best value” criteria for the interest of the state. In addition to cost, the bid award / proposal evaluation, may include:

- Adequacy and completeness of proposal
- Vendor’s understanding of project
- Previous experience / company history and stability
- Quality of respondent’s staff
- References

Addendum A

Performance Standards:

For CMR

- A. The CONTRACTOR agrees to obtain damage data (the list out of APEX) within an average of 15 days of the claim date (the date the police report is entered into APEX). This becomes the received date.
- B. The CONTRACTOR agrees to obtain Police reports on a bi-weekly basis 92% of the time.

The following performance standards only apply to Standardized Costing and estimated claims under \$5,000.00.

- C. The CONTRACTOR agrees to build the estimate and notify the divisions within 30 days from received date.
- D. The CONTRACTOR agrees to correct and approve claims within 30 days from the Division notification date.
- E. The CONTRACTOR agrees to collect payment on approved claims on the average within 100 days from the received date.

The following performance standards apply to all claims.

- F. The CONTRACTOR agrees to keep the number of scheduled payments to under 15% on the average.
- G. The CONTRACTOR agrees to provide monthly reports by the 5th business day 92% of the time.
- H. The CONTRACTOR agrees to create these reports based on the state fiscal year (July 1 through June 30).

Addendum B –Procedures for Collection of Damages to State Property

Information

- A. The intent of these procedures is to provide a standardized process regarding ODOT Property Damage Claims
- B. The persons responsible for operation of this process are:
1. Division Risk Managers
 2. Authorized Division Personnel
 3. Authorized **CONTRACTOR** Personnel
 4. Authorized Comptroller Division Personnel

Damages billed using Standard Costing:

Guardrails, Guardrail End caps, Signs, Cable Barriers, Sand Barrels and Delineator Posts and any other damage with standard costing – see attached costing schedule;

Damages without Standard Costing:

Bridge Hits, Fences, Posts and all damages not identified in the standard costing schedule.

Exceptions:

1. Division Risk Manager will notify **CONTRACTOR** for damages with extenuating circumstances;
2. Division Risk Manager will notify Comptroller Division for any exceptions not clearly defined in these procedures.

Procedures for Claims with no damage:

1. **CONTRACTOR** will seek confirmation from the Division Risk Manager on all claims identified as no damage on the police report;
2. If confirmed, Division Risk Manager will notify both **CONTRACTOR** and the Comptroller Division to close these claims;
3. **CONTRACTOR** will not pursue collection and will notify Comptroller Division on all damages related to Fatalities, Stolen Vehicles, Unknown Damagers, Other State Agencies and Concrete;
4. Comptroller Division will change the status and notify **CONTRACTOR** to close these claims;
5. **CONTRACTOR** will notify and request a status change from Comptroller Division on all Non-ODOT damages;
6. Comptroller Division will be notified to change the status on all other no damage claims;
7. Risk Managers will provide Comptroller Division with claim number and reason on all claims requiring a status change.

Procedures for Resetting Approval Flags:

1. Division Risk Manager or **CONTRACTOR** will send all approval flag change requests to the Comptroller Division;
2. Comptroller Division will reset all approval flags.

This Section is related to Standard Costing

Claims less than 5K with Police Report

1. **CONTRACTOR** will create the cost estimate based on approved standard costing;
2. **CONTRACTOR** will create the damage breakdown/invoice;
3. **CONTRACTOR** will send the Division Risk Manager a list of claims they will be approving;
4. Division Risk Manager has (10) working days to communicate any issues;
5. No response within (10) working days will signify approval as is;
6. **CONTRACTOR** will approve the claims;
7. **CONTRACTOR** will start the collection process.

Claims greater than 5K but less than 10K with Police Report

1. **CONTRACTOR** will create the cost estimate based on approved standard costing;
2. **CONTRACTOR** will create the damage breakdown/invoice;
3. **CONTRACTOR** will notify the Division Risk Manager of claims needing approval;
4. Division Risk Manager will review and approve claims (if no corrections);
 - Division Risk Manager will notify **CONTRACTOR** if corrections are needed.
 - **CONTRACTOR** will correct and resubmit for approval.
5. Division Risk Manager will communicate approval to **CONTRACTOR**;
6. **CONTRACTOR** will start the collection process.

Claims 10K and above with Police Report

1. **CONTRACTOR** will notify the Division Risk Manager and close the claim in their system;
2. Division Risk Manager will forward cost estimate to General Counsel and Comptroller Division;
3. General Counsel will handle the collection process.

Damage less than 5K with no Police Report

1. Division Risk Manager will notify **CONTRACTOR**;
2. **CONTRACTOR** will create the cost estimate based on approved standard costing;
3. **CONTRACTOR** will manually enter claim in APEX;
4. **CONTRACTOR** will create the damage breakdown/invoice;
5. **CONTRACTOR** will send the Division Risk Manager a list of claims they will be approving;
6. Division Risk Manager has (10) working days to communicate any issues;
7. No response within (10) working days will signify approval as is;
8. **CONTRACTOR** will approve the claims;
9. **CONTRACTOR** will start the collection process.

Damage greater than 5K but less than 10K with no Police Report

1. Division Risk Manager will notify **CONTRACTOR**;
2. **CONTRACTOR** will create the cost estimate based on approved standard costing;
3. **CONTRACTOR** will manually enter the claim in APEX;
4. **CONTRACTOR** will create the damage breakdown/invoice;
5. **CONTRACTOR** will notify the Division Risk Manager of claims needing approval;
6. Division Risk Manager will review and approve claims (if no corrections);
 - Division Risk Manager will notify **CONTRACTOR** if corrections are needed.
 - **CONTRACTOR** will correct and resubmit for approval.
7. Division Risk Manager will communicate approval to **CONTRACTOR**;
8. **CONTRACTOR** will start the collection process.

Damage 10K and above with no Police Report

1. Division Risk Manager will forward cost estimate to General Counsel and Comptroller Division;
2. General Counsel will handle the collection process.

This Section is related to Non-Standard Costing

Claims less than 5K with Police Report

1. **CONTRACTOR** will notify the Division Risk Manager;
2. Division Risk Manager will provide **CONTRACTOR** with costs;
3. **CONTRACTOR** will create the damage breakdown/invoice;
4. **CONTRACTOR** will send the Division Risk Manager a list of claims they will be approving;
5. Division Risk Manager has (10) working days to communicate any issues;
6. No response within (10) working days will signify approval as is;
7. **CONTRACTOR** will approve the claims;
8. **CONTRACTOR** will start the collection process.

Claims greater than 5K but less than 10K with Police Report

1. **CONTRACTOR** will notify the Division Risk Manager;
2. Division Risk Manager will provide **CONTRACTOR** with costs;
3. **CONTRACTOR** will create the damage breakdown/invoice;
4. **CONTRACTOR** will notify the Division Risk Manager of claims needing approval;
5. Division Risk Manager will review and approve claims (if no corrections);
 - Division Risk Manager will notify **CONTRACTOR** if corrections are needed.
 - **CONTRACTOR** will correct and resubmit for approval.
6. Division Risk Manager will communicate approval to **CONTRACTOR**;
7. **CONTRACTOR** will start the collection process.

Claims 10K and above with Police Report

1. **CONTRACTOR** will notify the Division Risk Manager and close the claim in their system;
2. Division Risk Manager will forward cost estimate to General Counsel and Comptroller Division;
3. General Counsel will handle the collection process.

Damage less than 5K with no Police Report

1. Division Risk Manager will notify **CONTRACTOR** and provide costs;
2. **CONTRACTOR** will manually enter claim in APEX;
3. **CONTRACTOR** will create the damage breakdown/invoice;
4. **CONTRACTOR** will approve the claims;
5. **CONTRACTOR** will start the collection process.

Damage greater than 5K but less than 10K with no Police Report

1. Division Risk Manager will notify **CONTRACTOR** and provide costs;
2. **CONTRACTOR** will manually enter claim in APEX;
3. **CONTRACTOR** will create the damage breakdown/invoice;
4. **CONTRACTOR** will notify the Division Risk Manager of claims needing approval;
5. Division Risk Manager will review and approve claims (if no corrections);
 - Division Risk Manager will notify **CONTRACTOR** if corrections are needed.
 - **CONTRACTOR** will correct and resubmit for approval.
6. Division Risk Manager will communicate approval to **CONTRACTOR**;
7. **CONTRACTOR** will start the collection process.

Damage 10K and above with no Police Report

1. Division Risk Manager will forward cost estimate to General Counsel and Comptroller Division;
2. General Counsel will handle the collection process.