



1. Solicitation #: 21-0-4-MOWING

2. Solicitation Issue Date: 5/7/20

3. Brief Description of Requirement:

Canadian County: Non-binding contract for labor and equipment to mow, pick up litter and other required services on right-of-way designated in the attached Specifications (Appendix B).

Oklahoma County and Part of Logan County: Non-binding contract for labor and equipment to mow, pick up litter other required services on right-of-way designated in the attached Specifications (Appendix B). Debris Service/Pickup is Oklahoma County only.

The Solicitation is let as a Request for Proposal pursuant to and in accordance with Oklahoma Statute, Title 74, Section 85.12.B.3.

As of 03/18/2020 and until further notice, due to concerns about the possible spread of the coronavirus on packages, bids should be submitted to ODOT via email. Electronic bids will still be considered sealed bids and the attachments will not be opened until bid closing. Electronic bids should be emailed to the Buyer handling the solicitation.

4. Response Due Date¹: 6/2/20

Time: 4:00 PM CST/CDT

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

U.S. Postal Delivery Address: 200 NE 21st Street
Room 3C6

Oklahoma City, OK 73105

Common Carrier Delivery Address: See Above

Electronic Submission Address: See Note Above

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

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

7. Contracting Officer:

Name: Cheryl Emerson, CPO

Phone: 405-522-3209; Email: cemerson@odot.org

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

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



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

1. **RE: Solicitation #** 21-4-MOWING

2. Bidder General Information:

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

3. Bidder Contact Information:

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

4. Oklahoma Sales Tax Permit³:

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

5. Registration with the Oklahoma Secretary of State:

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

6. Workers' Compensation Insurance Coverage:

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

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

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

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

7. Disabled Veteran Business Enterprise Act

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

Authorized Signature	Date
Printed Name	Title



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

Agency Name: Oklahoma Dept. of Transportation Agency Number: 34500

Solicitation or Purchase Order #: 21-4-MOWING

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment 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. 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

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 Equivalent

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

A.17. Delivery, Inspection and Acceptance

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

A.18. Invoicing and Payment

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

A.19. Tax Exemption

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

A.20. Audit and Records Clause

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

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

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

A.25. Termination for Convenience

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

A.26. Insurance

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

A.27. Employment Relationship

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

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

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

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

B. SPECIAL PROVISIONS

B.1.0. THE SOLICITATION IS LET IN ACCORDANCE WITH OKLAHOMA STATUTE, TITLE 74, SECTION 85.12.B.3.

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

B.2.0. Definitions

- B.2.1.** The Department or Division is the Oklahoma Department of Transportation, Procurement Division.
- B.2.2.** Response Documents include the Solicitation for Responses, these Instructions for Vendors, the Response Forms, other sample response forms, and any addenda issued prior to the receipt of Responses.
- B.2.3.** Addenda and Amendments are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Response Documents by additions, deletions, clarifications, or corrections.
- B.2.4.** A Response is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Responding Documents.
- B.2.5.** The Base Response is the sum stated in the Response for which the Vendor offers to perform the work described in the Response Documents as the Base Response, to which work may be added or from which work may be deleted for sums stated in the Alternate Responses.
- B.2.6.** An Alternate Response (or Alternate) is an amount stated in the Response to be added or to be deducted from the amount of the Base Response if the corresponding change in the work as described in the Responding Documents is accepted.
- B.2.7.** A Unit Price is an amount stated in the Response as a price per unit of measurement for materials or services as described in the Response Documents or in the proposed contract documents.
- B.2.8.** A Vendor is a person or entity that submits a Response.
- B.2.9.** The Owner is the State of Oklahoma represented by the Department of Transportation.

B.3.0. 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. Neither the Owner nor the Consultant assumes any responsibility for errors or misrepresentation resulting from the use of incomplete sets of Response Documents.
- B.3.1.2** The Owner, in making copies of the Response Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

B.3.2. Amendments

- B.3.2.1** Amendments will be posted on the website.
- B.3.2.2** Copies of the Addenda will be made available for inspection at the Department.
- B.3.2.3** Each Vendor shall acknowledge that all Amendments were received, by signing the Amendment Forms.

B.3.3. Bid Security

- B.3.3.1** Each response must be accompanied by a certified or cashier's check, or bid bond in an amount of \$5,000.00 as a guaranty that, if awarded the contract, the Vendor will execute the contract. An Irrevocable Bid Letter of Credit used as bid security must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on a form obtained from the Division. The State reserves the right

to hold the bid security of the three (3) lowest vendors until the successful Vendor has executed contract and furnished the required bonds and proof of insurance.

B.4.0. 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.5.0. Form of Contract Agreement

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

B.6.0. Labor

- B.6.1.** The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.
- B.6.2.** There is no Federal funding for this project and Davis Bacon Wages do not apply for this project.

B.7.0. Waiver of Subrogation

- B.7.1.** Vendor shall be liable for any damages to ODOT Division 4 Oklahoma, Logan, and Canadian along the acreage and route details of which are specified in Appendix B, Exhibit #1 caused by casualty occurrence, it being understood that Vendor shall repair such damages and look to its insurer for reimbursement and shall obtain from its insurer waiver of subrogation rights against the Oklahoma Department of Transportation.

C. SOLICITATION SPECIFICATIONS

- C.1.0.** Please Refer to attached Appendix B. Responding Vendors should be familiar with Appendix B, Specifications for Mowing and the Department's expectations and requirements for the successful Contractor. No exceptions to or deviations from the specifications set forth in this Solicitation will be accepted.

C.2.0. SCOPE OF CONTRACT

- C.2.1.** The Oklahoma Department of Transportation (O.D.O.T.) will enter into contract (via issuance of a purchase order) with a contractor for the mowing, litter removal, and debris removal (Oklahoma County only) along the right-of-way. ODOT reserves the right to only purchase the quantities of services that the ODOT'S budget will financially allow.

C.2.2. Description

- C.2.2.1** Mowing highway right-of-way and debris/litter removal for multiple locations in Oklahoma, Logan, and Canadian Counties. (REFER TO APPENDIX B, SECTION 6 LOCATION OF SERVICES FOR ACREAGE AND ROUTE DETAILS). Mowing, litter and debris removal frequency will be as directed by the ODOT representative. The number of working days allowed for each project is outlined at the end of the Specifications (Appendix B). Liquidated Damages will be assessed if a mowing project is not completed within the time specified in the contract.

C.2.3. Project Locations

ACREAGE AND ROUTE DETAILS SPECIFIED IN APPENDIX B, SECTION 6.

C.2.4. Contract Period

- C.2.4.1** Initial contract period is for one (1) year. Contract may be renewed at the same terms and conditions for two (2) successive one (1) year periods. First Contract Period to be Effective July 1, 2020 Thru June 30, 2021.
- C.2.4.2** The contract is for an indefinite quantity and the State may, or may not, buy the quantity mentioned in the Contract. The Department reserves the right to only purchase the quantities of services that the Department's budget will financially allow.

D. EVALUATION

D.1.0. The RFP will be evaluated on the following criteria: Cost and and/or best, qualified bidder meeting all requirements.

E. INSTRUCTIONS TO SUPPLIER

E.1.0. IMPORTANT INFORMATION

Important Dates	
Tuesday, May 19, 2020 by 3:00 P.M.	Written Questions Due
Tuesday, May 26, 2020 by 3:00 P.M.	Responses to Questions Posted on Website
Tuesday, June 2, 2020, 4:00 P.M.	Solicitation Closes

E.2.0. BIDDING PROCEDURE

E.2.1. Form and Style of Responses

E.2.1.1 All requested items shall be bid.

E.2.2. Modification, Withdrawal or Cancellation of Responses

E.2.2.1 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.

E.2.2.2 Bid Security, if any is required, shall be in an amount of \$5,000.00.

E.2.3. Submission of Responses

E.2.3.1 All the copies of the Response, the Bid Security, if any, and any other documentation required to be submitted with the Response shall be enclosed in a sealed, opaque envelope. The Response shall be addressed and delivered to the Oklahoma Department of Transportation, Purchasing Division, 200 NE 21st St, Room 3C6, 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.

NOTE: As of 03/18/2020 and until further notice, due to concerns about the possible spread of the coronavirus on packages, bids should be submitted to ODOT via email. This will also include the bid security bonds. Electronic bids will still be considered sealed bids and the attachments will not be opened until bid closing. Electronic bids should be emailed to the Buyer handling the solicitation. This will supersede Section E.3.2.4 below unless Contractors are notified otherwise. Electronic responses should include the Solicitation Number and time and date of closing in the Subject Line.

E.2.3.2 The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.

E.2.3.3 Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.

E.2.3.4 Oral, telephonic, or telegraphic Responses are invalid and will not receive consideration.

E.3.0. 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, Room 3C6, Oklahoma City, OK 73105. This Solicitation is being bid out as an RFP. Vendors may receive a copy of the response tabulation on the solicitation website after a Contract has been awarded.

E.3.2. Contractors who have not previously performed this type of work for ODOT will be required to provide references of past large scale mowing contracts that have been successfully completed.

F. CHECKLIST

- _____ Completed Responding Bidder Information page
- _____ Completed and Signed Non-Collusion Certification page
- _____ Completed and Signed Pay Item Sheer (Appendix A)
- _____ Completed and Signed Addenda and Amendment Receipts
- _____ Completed Bid Security (\$5,000.00)
- _____ Read Section G.1 regarding taxation status
- _____ Read Section G.2 regarding communication during Solicitation Period
- _____ Read and are Familiar with Appendix B Specifications for Mowing

G. OTHER

G.1.0. Taxation Status

G.1.1. This project is taxable. ODOT's tax exempt status does not flow down to the Vendor.

G.2.0. Communications During the Solicitation Process

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

G.3.0. Questions

G.3.1. Questions regarding this solicitation are due no later than Tuesday, May 19, 2020 by 3:00 P.M. Questions must be writing and are to be sent to the CPO's attention listed on the solicitation. Questions received after the deadline will not be answered.

G.4.0. FORMS

G.4.1. APPENDIX A – PAY ITEM SHEETUEST

G.4.2. APPENDIX B – SPECIFICATIONS

H. PRICE AND COST

H.1. Pricing Submission

H.1.1. Vendors are to submit pricing using the Pay Item Sheet (Appendix A). The form needs to be signed and dated.

PAY ITEM SHEET

APPENDIX A

SOLICITATION: 21-4-MOWING

CANADIAN COUNTY: MOWING AND LITTER PICK-UP

OKLAHOMA COUNTY: MOWING, LITTER AND DEBRIS PICK-UP

CANADIAN COUNTY

LINE #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	TOTAL
1	MOWING , Full-Width	9,700	ACRE	
2	LITTER PICK-UP	10,900	ACRE	
TOTAL CANADIAN COUNTY				

OKLAHOMA COUNTY

LINE #	DESCRIPTION	QUANTITY	UNIT OF MEASURE	TOTAL
1	MOWING , Full-Width	19,295	ACRE	
2	LITTER PICK-UP	39,154	ACRE	
3	completed daily cycle of designated routes	12	MO	
TOTAL OKLAHOMA COUNTY				

Company Name

Date

APPENDIX B
OKLAHOMA DEPARTMENT OF TRANSPORTATION - DIVISION 4
NON-BINDING CONTRACT FOR MOWING AND LITTER PICK-UP
OKLAHOMA and Canadian County

SPECIFICATIONS

SECTION 1. PURPOSE OF THE CONTRACT

It is the intent that a non-binding contract will be executed by the Oklahoma Department of Transportation, or ODOT, (hereinafter referred to as “the DEPARTMENT”) and by the successful bidder (hereinafter referred to as “CONTRACTOR”) for labor and equipment to pick up litter and provide mowing services on right-of-way designated elsewhere in the contract. **This contract shall be effective July 1st, 2020 and shall run for one year (365 days).** Upon mutual agreement by the DEPARTMENT and the CONTRACTOR, this contract may be renewed for another year, for up to two total renewals, **at the same unit prices.** This contract will include, by reference and incorporation, the contract bid proposal, instructions to bidders, specifications, and all other documents contained in the bid packet. All actions, duties, and obligations required by the CONTRACTOR apply to the CONTRACTOR’s agents and employees. All legal protections offered to the State of Oklahoma shall also be extended to the Oklahoma Department of Transportation and any State entity involved with this contract.

SECTION 2. COMPENSATION

2.1) The DEPARTMENT agrees to pay, and the CONTRACTOR agrees to accept, in full consideration for the performance of the CONTRACTOR’s obligations, compensation based on the CONTRACTOR’s bid for the various pay items, for completed work.

2.2) The billing shall not demand payment within any time period less than 45 days. Billing shall be submitted to the ODOT Division 4 Annex 5201 NE. 122nd Edmond OK, 73013.

2.3) When the DEPARTMENT places a work order, it will separate out the work sites according to individual control sections, as itemized in Section 6 (“Locations of Service”). For any given individual section, payment will only be made upon satisfactory completion of work for that entire section.

2.4) This contract is a non-binding contract. It is the DEPARTMENT’s intention to utilize this contract for an entire year, from July 1, 2020 through June 30, 2021. **However, the DEPARTMENT reserves the right to use more, less, or none of the pay quantities.** The DEPARTMENT will initiate and direct the work to be done under this contract.

2.5) The DEPARTMENT will evaluate the CONTRACTOR's performance and withhold payment for substandard work. Prior to payment, the DEPARTMENT may inspect the work and require that deficiencies be corrected prior to payment. **It shall be the CONTRACTOR's responsibility to inspect the work of his/her employees and to contact the DEPARTMENT for an inspection before submission of an invoice.** After the CONTRACTOR gives completion notice to the DEPARTMENT, the DEPARTMENT shall have two working days to perform its inspection. If the DEPARTMENT does not perform its inspection within these two working days, the CONTRACTOR is relieved of performing remedial work.

SECTION 3. CONTRACTOR'S QUALIFICATIONS

3.1) The CONTRACTOR shall have enough personnel to service an average of 120 acres per day.

3.2) When litter pickup is being performed, the CONTRACTOR's litter pickup crews must be able to pick up a minimum of 120 acres per day, pavement edge to fence line.

3.3) The CONTRACTOR shall have a minimum of two (1) year of experience working along interstate rights-of-way in urban areas.

3.4) If the contractor chooses to use Herbicides around signs, guardrail or any other appurtenances, they shall have the required herbicide / pesticide licenses for applying herbicides on right of ways.

3.5) Prior to bidding the contractor shall produce evidence of having the following equipment and or shall prove that said equipment is tentatively on order pending award of this contract, by July 1st 2020 the contractor shall have ownership of said equipment below.

Oklahoma Co.

Eight (8) mowers capable of mowing a 15ft. wide swath.

Three (3) clean up mowers.

Six (6) weed eaters.

Canadian Co.

Five (5) mowers capable of mowing a 15ft. wide swath.

Two (2) clean up mowers.

Six (6) weed eaters.

All tractors and mowers shall be in good working condition and capable of mowing required acres at all times.

SECTION 4. CONTRACTOR'S PERSONNEL

4.1) The CONTRACTOR's employees shall be identified with the name or logo of the CONTRACTOR. The CONTRACTOR's employees, officers, agents, and subcontractors shall at no time identify themselves as being employees of the DEPARTMENT. Employees shall wear appropriate safety clothing (such as vests) that satisfy the Manual of Uniform Traffic Control Devices.

4.2) All drivers of the CONTRACTOR's equipment shall at all times possess and carry a valid and proper driver's license.

4.3) The CONTRACTOR's employees shall be properly trained and professional in their performance of their duties. The DEPARTMENT may require that the CONTRACTOR remove from the job employees who endanger persons or property, display impolite and socially unacceptable behavior, or whose continued employment under this contract is inconsistent with the interest of the DEPARTMENT and/or the traveling public.

4.4) Should the CONTRACTOR employ workers who cannot speak minimal English, they shall be provided with a card (preferably laminated) that they can produce to a law-enforcement officer, indicating the contractor's name/address and the contractor's insurance agent.

SECTION 5. LIQUIDATED DAMAGES FOR NON-PERFORMANCE

5.1) An unkempt appearance cannot be tolerated. Should this be due to the CONTRACTOR's inability to keep up with the average daily litter-pickup requirements given in the section on "Contractor's Qualifications", the DEPARTMENT will take the following actions:

5.1.1 A letter will be delivered to the CONTRACTOR, by FAX followed by a phone call, putting the CONTRACTOR on notice and setting forth a time deadline for the CONTRACTOR to get back into compliance.

5.1.2 This letter or notice will be responded to by the CONTRACTOR within 24 hours with a plan-of-cure. If an acceptable plan-of-cure is not satisfactorily implemented by the CONTRACTOR, then a breach-of-contract is considered to have occurred, with further DEPARTMENT actions as spelled out in the contract's "Breach of Contract" section.

5.1.3 As of the date the aforementioned letter is delivered to the CONTRACTOR, the CONTRACTOR will assessed liquidated damages of \$500/day until an acceptable cure is implemented or until the contract is terminated.

5.1.4 Should, at a later date, a second letter/notice has to be sent to the CONTRACTOR due to non-performance, that will automatically be considered a breach-of-contract.

5.2) Continuing non-performance will result in the DEPARTMENT terminating this contract.

5.3) Monetary Liquidated Damages:

5.3.2 Once the DEPARTMENT issues a Work Order for a location, the CONTRACTOR will have seven (7) calendar days to begin work. Should the work not be started within the required time, the CONTRACTOR shall be assessed liquidated damaged of \$200/day per work order. Once the CONTRACTOR begins work on the work order, the work order must be completed before moving work forces to other contracts.

5.3.2) If the CONTRACTOR keeps his advance warning signs up beyond the date they are needed, the CONTRACTOR shall be assessed liquidated damages of \$200/day per work order.

5.3.3) If all the trash bags are not removed daily, the CONTRACTOR will be assessed liquidated damages of \$200/day.

SECTION 6. LOCATION OF SERVICE- general Mowing and litter pickup

General note: For the extents mentioned below, it shall be assumed that the mowable acreage includes all rights-of-way to the fence line, all medians and all interchanges located within the given extents, unless specifically mentioned otherwise. It should be clearly noted that there may be years where budgetary constraints may initiate the need to reduce mowing acreages to safety mowing only. During these times, mowing acreages will be reduced to approximately a 30' pass along rights of way.

Oklahoma Co.

- I) **IS240-55-071, I-240 from ramps leading to/from I-240 at I-40, westward to west edge of I-35/I-240 interchange [□350 acres].** The I-35/I-240 interchange is included in this, as well as 14 acres for I-35 from I-240 southward to S.E. 89th St. (including southbound off-ramp and northbound on-ramp at S.E. 89th St.)
- II) **IS035-55-009, I-35 from Logan Co. line southward to I-44 jct. at Remington Park [□400 mowable acres].**
- III) **IS035-55-015, I-35 from I-44 at Remington Park southward to north end of I-35/I-240 interchange [□490 mowable acres].**

- IV) **IS040-55-068, I-40 from east side of I-40/I-35 interchange eastward to Pottawatomie County line [□648 mowable acres].**
- V) **IS040-55-069, I-40 from Canadian County line easterly to the west side of I-35/I-235 interchange [□438 mowable acres]. This excludes the portion of I-40 at the interchange with I-44, from Portland to May, which is covered under “Turf Management”.**
- VI) **IS044-55-007, I-44 from the west side of I-35 (I-44/I-35 interchange near Remington Park), westward to the east side of May Ave.**
- VII) **IS235-55-042, I-235 from north edge of NE 36th St. northward to the north gore point at the interchange of I-44 and I-235/U.S. 77**
- VIII) **US062-55-004, U.S. 62 from the river bridge north of Harrah to the Lincoln County line**
- IX) **SH270-55-032, S.H. 270 from the Pottawatomie County line west and northward to the Harrah City Limits (10th St.)**
- X) **SH066-55-010, S.H. 66 from Westminster Rd. eastward to Lincoln Co. line**
- XI) **SH074-55-063, S.H. 74 from I-44/S.H. 66 interchange northward to 150th St. and from 178th St. northward to the Logan Co. line**
TOTAL ACREAGE, general mowing [3860 mowable acres]

Canadian Co.

- I) **IS040-09-005, I-40 from the Caddo Co. line to the Oklahoma Co. line.**
- II) **IS040B-09-004, I-40B from north edge of I-40 to the El Reno city limits.**
- III) **US270-09-014, U.S. 270 from Blaine Co. line to I-40, excluding the Calumet city limits.**
- IV) **SH066-09-006, S.H. 66 from Gregory Rd. to Manning Rd..**
- V) **SH003-09-022, S.H. 3 from Richland Rd. to Kingfisher Co. line.**
- VI) **US081-09-012, U.S. 81 from El Reno city limits to S.H. 3**
- VII) **US281-09-002, U.S. 281 from Caddo Co. line to U.S. 281 Spur.**

VIII) US281-09-018, U.S. 281 from U.S. 281 Spur to Blaine Co. line.

IX) US281-09-052, U.S. 281 Spur from U.S. 281 to I-40.

X) TOTAL ACREAGE, general mowing = □1950 ACRES per cycle

SECTION 7. Services to be provided General Mowing

7.1) Mowing shall be from the pavement edge to either the control-of-access fence or the right-of-way line, and, for medians, in between pavement edges. Hand trimming shall be required around all fixed objects such as delineators, trees, shrubs, signs, light fixtures, fences and any other appurtenance which would be considered a part of the roadway facility, such that the entire area will have a uniform mowed appearance. Fence lines should be kept neat by trimming or herbicide. **All hand-trimming shall be performed within one working day of mowing.**

7.2) The DEPARTMENT will initiate all mowing through work orders. Payment shall be per actual acreage mowed. Approximate mowing acreages per cycle are given in Section 6, but the DEPARTMENT reserves the right to re-measure anytime and revise these estimates. Calculations will be provided to the CONTRACTOR for any re-measuring. If the CONTRACTOR disagrees with the DEPARTMENT's acreage measurement, he/she may submit detailed computations indicating otherwise; however, the DEPARTMENT's decision will be final, and once billing has been processed for the first mowing cycle, no further discussion on the matter will be entertained.

7.2.1) Should there be differences between the mowable acres given in Section 6 and the acreage upon re-measurement, said differences shall not be cause for a price adjustment.

7.2.2) The bid price is per "acre", and makes no differentiation between interstate and 2-lane, rural and urban.

7.2.3) The CONTRACTOR should have a FAX machine or Email so as to receive work orders from the DEPARTMENT.

7.3) The computed mowing acreage includes existing wildflower plots, if any. Mowing of these plots will be prohibited from approximately April through June. Upon notification by the DEPARTMENT, the CONTRACTOR will resume mowing these plots. The DEPARTMENT reserves the future right to increase or decrease the wildflower acreage from what exists presently. Unauthorized mowing of wildflower plots is prohibited, and should this occur, the DEPARTMENT **may require the CONTRACTOR to reimburse or replant at contractor's expense.**

7.4) The CONTRACTOR will not be called upon to mow within construction zones. The

DEPARTMENT reserves the right to reduce the mowing acreage to account for any construction zones that occur during the life of this mowing contract. Should there be areas in a construction zone that could be mowed without causing interruption and is agreeable by both DEPARTMENT and CONTRACTOR, then mowing may proceed.

7.5) Frequency = up to eight mowings within a complete spring-to-fall growing season, as determined by the DEPARTMENT based on growing conditions and budgetary constraints. It is not possible to specify ahead of time a detailed mowing schedule because grass/weed growth depends on climatic and rainfall variables. In general, the mowing season runs from mid-April through November. Prior to the first mowing of the season, a “pre-work” conference shall be held between the DEPARTMENT and the CONTRACTOR.

7.5.1) No additional compensation will be entertained for any year with a low mowing frequency.

7.6) The mowing shall be performed during daylight hours, and may be performed 7 days a week. However, the DEPARTMENT reserves the right to modify any tentative mowing schedule, including discontinuing mowing services, and to deny access for particular areas in times of special events.

7.7) The CONTRACTOR shall be responsible for storing his supplies and equipment. DEPARTMENT maintenance yards shall not be used for these purposes. However, equipment may be left parked on DEPARTMENT right-of-way provided there is at least a 50-foot clear zone between the white travel edge line and the nearest portion of the equipment. The DEPARTMENT shall NOT be liable for the CONTRACTOR’s equipment in any way.

7.8) The DEPARTMENT desires that the turf height be at **4 inches**, whether mowed by machine or by hand. The CONTRACTOR should plan his mowing cycles accordingly. The CONTRACTOR will also need to coordinate mowing with any herbicide spraying, since some herbicides require some growth for effectiveness.

7.9) Mowing shall not be performed when the ground conditions or terrain are such that the tires will tear up the slopes. Any damage to the surface shall be repaired by the CONTRACTOR at no additional cost to the DEPARTMENT. Some areas will have to be skipped if too wet, the areas of which will be deducted from the next payment. In regard to these wet areas, the CONTRACTOR shall use his/her good judgement whether or not to mow them, as determined by how much rutting will be caused. If the DEPARTMENT specifies that wet area(s) be mowed, then the CONTRACTOR will be relieved of repairing rut damage.

7.10) When weed-whipping around young trees or shrubs, care shall be taken not to girdle the trunk or stem. Any damage to trees could result in total replacement at the CONTRACTOR’s expense.

7.11) The cost to repair or replace any concrete head walls, culverts, trees, shrubs, bridges, delineator posts, sign posts, mailboxes, guardrail, fences, utility poles or any other appurtenance of the roadway facility, when damaged by the CONTRACTOR, shall be the responsibility of the CONTRACTOR, repaired to the satisfaction of the DEPARTMENT.

7.12) The CONTRACTOR shall mow the pass closest to the traffic in a direction opposing the flow of traffic, unless otherwise approved by the DEPARTMENT. All other work sequencing shall be up to the CONTRACTOR, although the DEPARTMENT reserves the right to alter the sequencing if the public safety requires it.

7.13) Contractor shall be held responsible for shredding of litter and debris during mowing and will be required to remove shredded litter from right-of-way immediately. There is a separate pay item for litter pickup, and the DEPARTMENT will most likely call for litter pickup to immediately precede any mowing operation. Additional payment will NOT be made for picking up shredded litter due to mowing operations. **Inadequate litter pickup shall be considered a serious breach-of-contract and cause for termination of the contract.**

Note: Sensitive or Political Requests

7.14) The CONTRACTOR needs to be aware and sensitive to the political realities of working in the Oklahoma City metro area, where highway rights-of-way are observed daily by State legislatures and other government officials. Occasionally, a special event or political request will require that a given stretch of right-of-way that litter is to be picked up by a given date; the DEPARTMENT will forward this scheduling change to the CONTRACTOR, who will be expected to accommodate it. Also, the DEPARTMENT cannot tolerate a lackadaisical attitude towards aesthetics; the appearance should be sharp, pleasing to the eye, and devoid of litter. Any deviations from these stipulations shall be considered a breach of contract.

7.15) The CONTRACTOR shall supply the DEPARTMENT with the names and phone numbers of CONTRACTOR representatives and shall make reasonable efforts to make sure that they can be reached (e.g., pager and cell phones).

7.15.1) The CONTRACTOR must have an English-speaking representative on the job site at all times. Supervisors must be equipped with a cell phone (local phone number).

7.15.2) The CONTRACTOR's office must have a fax machine, to receive work orders.

SECTION 8. Contractors Equipment and signing

8.1) Rotary or flail mowers will normally be required in the mowing of all right-of-way. All mowers must be equipped with either safety chains or the manufacturer's safety device to prevent damage to property caused by flying debris propelled out from under the mower. The

chains shall be a minimum of 5/16-inch in size, spaced so each chain is in contact with the adjacent chain (NO gaps), and of sufficient length to drag the ground when mowing at a level cutting height up to 7-inches on level ground.

8.2) Sickle mowers may be used around bridges, culverts, sign posts, mailboxes, delineators, guardrail, or other areas not accessible by a rotary or flail mower.

8.3) The CONTRACTOR shall furnish equipment in satisfactory working condition and in sufficient quantity to perform the work as specified. All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut on vegetation at all times.

8.4) All curbs and slope walls are to be weed and grass free at all times that mowing is performed. Edges shall be done as not to allow any growth over the curbs or similar objects. Slope wall joints are to be cleaned and free of weeds and grass.

8.5) Tractors shall be equipped with yellow flashing or strobe lights (1 or 2) and a slow moving vehicle sign.

Signing required:

8.6) The CW 21-7E “48" X 48" Litter crew ahead” sign is to be used in advance of mowing operations on the rights-of-way. Specifications for these signs are available from the DEPARTMENT. These signs will be placed as required by the Oklahoma Department of Transportation Mowing Guide, Edition July 1, 1993. The sign will be mounted on a substantial portable support and will be displayed only when work is in actual progress. Roll-up signs of equal size to CW 21-7E, along with portable bases, are acceptable substitutes.

8.7) **The orange sheeting on these signs shall be brand new when the CONTRACTOR starts work under this contract.** This sheeting shall be Type III (High Intensity) as a minimum. If solid signs are used, the sign backing (e.g., metal sheeting or plywood) shall be like-new, i.e., no delaminating nor damaged plywood. Should there be contractual renewals (as discussed in Section 1), the DEPARTMENT reserves the right to inspect the signs and indicate which ones shall be replaced for the next year.

8.8) The “Litter Crew Ahead” sign is to be placed on the roadway shoulder such that it is easily read by passing motorists. As the work progresses, the signs shall be moved forward to maintain a maximum 2-mile spacing between the signs and the mowing operations.

8.9) Signs shall be removed daily when litter pickup operations for the designated area are complete. Signs left with no work going on shall be considered for liquidated damages.

SECTION 9. SERVICES TO BE PROVIDED - general litter pickup

Note: The same signing requirements will be in place for litter as in mowing, a 48”X48” LITTER CREW AHEAD signs.

9.1) Litter control is a separate pay item and can be used either separately or in conjunction with mowing operations. When used with mowing operations, litter shall be performed no more than one day in advance of mowing, with any shredded litter after mowing being picked up that day. When used with mowing all litter will be remove before and after mowing.

9.2) The DEPARTMENT intentions are to utilize this pay item for the entire year, for litter pickup during off-season or winter months. However, the DEPARTMENT reserves the right to use more, less, or none of the pay quantities. **DEPARTMENT reserves the right to utilize other forces, such as other contractors and prison inmates, for litter pickup.**

9.3) Before payment for any given work order, the DEPARTMENT may inspect the work and require that deficiencies be corrected. It shall be the CONTRACTOR's responsibility to inspect the work of his/her employees and to contact DEPARTMENT for an inspection before submission of an invoice. After the CONTRACTOR gives completion notice, DEPARTMENT shall have one working day to perform its inspection. If the DEPARTMENT does not perform its inspection within this one working day, the CONTRACTOR is relieved of performing remedial work.

9.4) Under the pay item for 'litter pickup', all litter or debris shall be picked up, no matter what size or how objectionable. Some items may require special handling. This could include (but not necessarily be limited to) tires, refrigerators, furniture, dead animals, batteries and construction waste, in addition to the more typical litter of bottles and food wrappers. The DEPARTMENT has no way of providing quantity estimates for these non-typical wastes, and providing special pay items for them would be an administrative nightmare. Therefore, the CONTRACTOR should consider the possibility of these non-typical wastes when preparing his/her bid. [Even though these wastes may be an added expense, some of the assigned roadway extent will have very small amounts of litter; therefore, it should balance out.]

9.5) Along paved shoulders, any litter on the paved shoulders should be picked up along with any litter on the grassed rights-of-way.

9.6) All collections shall be disposed of by the CONTRACTOR in a manner complying with laws of the State of Oklahoma and the Federal Government. Cost of disposal shall be borne by the CONTRACTOR. The CONTRACTOR shall be responsible for procuring and maintaining, at his expense, all permits, fees and licenses in connection with the work.

Section 10. Debris services/Pick up – Oklahoma County only

10.1) The services associated with Roadside Debris Removal pay items include the contractor suppling one man for ten(10) hours a day, five days a week (50 hours). This individual shall patrol all interstate and limited access roadways on a continuous basis, on a route determined by the DEPARTMENT , to remove and dispose of all roadside litter.

10.2) The fifty hours of work shall not be substituted with 2 men for 25 hours of work. It is the DEPARTMENT's intention for the specified individual to be responsive for the entire 50 hours during the week.

10.3) The contractor specified individual shall have the flexibility to interrupt his/her scheduled route to immediately respond to any roadside debris situation which may be communicated to him/her by the DEPARTMENT or his/her home office. The duties shall include but not limited to removing debris from roadway, paved shoulder or within 25' of adjacent roadway edge line.

10.4) The contractor shall supply the specified individual with a debris truck and a cell phone number. The cell phone will be used to communicate with contractor's office or to call the Oklahoma Highway Patrol for assistance when debris is too big or dangerous for the individual to handle. The debris truck shall be at a minimum of ½ ton truck equipped with sideboards or wire mesh cage capable of transporting 10 cubic yards of debris. This truck shall be outfitted with all appropriate safety devices as outlined in section 8. The contractor's specified individual will also be required to utilize the cell phone to relay the location of stranded motorist to the Highway patrol and to relay accident information to Law enforcement officers.

10.5) During the summer months the demand on this particular pay item is greater due to truck tires/treads. The DEPARTMENT may require the Contractor to employ an additional employee equipped with truck with cage/ sideboards. The Contractor will be compensated for this additional employee and associated equipment on prorated hourly rate (**base pricing, divided by actual hours worked.**)

10.6) The contractor will be responsible for the removal of dead animals found within the rights of way or pavement. The contractor shall remove the animal carcass and dispose of it in a lawful and acceptable manner.

10.7) The debris collected can be brought to the ODOT Division 4 Annex for disposal or disposed of at landfill or any other acceptable lawful manner.

SECTION 11) ALL BIDDERS READ THIS!: All licensing and contract performance shall conform to the laws of Oklahoma and the United States. Nothing in this contract should be construed as over-riding these laws.

SECTION 12. TRAVEL

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

SECTION 13. DISPUTE RESOLUTION

Any dispute concerning the question of fact in connection with the work, not disposed of by the contract between the parties hereto, shall be referred to the State agency that initially awarded this contract (e.g., Oklahoma Department of Transportation). The decision of the administrator of said agency, or his/her duly authorized representatives, shall be final and conclusive on the parties to this contract.

SECTION 14. TERMINATION

This Contract may be terminated, without recourse, in the following circumstances:

14.1) For Convenience - The DEPARTMENT or CONTRACTOR may terminate this Contract by giving thirty (30) days written notice.

14.2) For Cause - The DEPARTMENT may, by written notice to the CONTRACTOR, terminate this Contract for any of the following reasons:

14.2.1) The CONTRACTOR discontinues providing services as required by the Contract.

14.2.2) The CONTRACTOR takes any action pertaining to this Contract without the approval of the DEPARTMENT and which, under the conditions set by this Contract, would have required the approval of the DEPARTMENT.

14.2.3) The commencement, execution or timely completion by the CONTRACTOR is, for any reason, rendered improbable, impossible or illegal.

14.2.4) The CONTRACTOR shall be in default under any provision of this Contract.

14.3) Mutual Agreement - By mutual agreement and consent of the parties hereto this Contract may be terminated upon sixty (60) days written notification.

Should this Contract be terminated for any of the reasons specified above, the DEPARTMENT shall be liable to the CONTRACTOR, or CONTRACTOR's successors in interest, only for the reasonable value of services and work satisfactorily performed, up to and including the date of notice of termination.

SECTION 15. GOVERNING RULES AND REGULATIONS

The CONTRACTOR and its subcontractor's if any, shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or

administrative bodies or tribunals in any nature affecting the performance of this Contract, including worker's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, the CONTRACTOR shall furnish the DEPARTMENT with satisfactory proof of its compliance therewith.

SECTION 16. COVENANT AGAINST CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person specifically to solicit or secure this Contract, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the DEPARTMENT shall have the right to annul this Contract without liability, or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

SECTION 17. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar revision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

SECTION 18. TITLE VI - CIVIL RIGHTS ACT OF 1964

The CONTRACTOR shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Regulations of Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the CONTRACTOR pursuant thereto.

During the performance of this Contract, the CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- (a) **Compliance with Regulations:** The CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

- (b) Nondiscrimination The CONTRACTOR, with regards to the work performed by it during this Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (c) Solicitations for Subcontracts: In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, if such subcontracting is approved by the DEPARTMENT, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- (d) Information and Reports: The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the DEPARTMENT, as appropriate, and shall set forth what efforts it has made to obtain the information.
- (e) Sanctions for Noncompliance: In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this Contract, the DEPARTMENT shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
- (1) Withholding of payments to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or,
 - (2) Cancellation, termination or suspension of the Contract, in whole or in part.
- (f) Incorporation of Provisions: The CONTRACTOR shall include the provisions of Paragraph (a) through (f) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the DEPARTMENT may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request

the DEPARTMENT to enter into such litigation to protect the interest of the DEPARTMENT.

SECTION 19. BINDING EFFECT

This Contract shall be binding upon and inure to the benefit of the DEPARTMENT and the CONTRACTOR and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

SECTION 20. HOLD HARMLESS CLAUSE

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

SECTION 21. PRIOR UNDERSTANDINGS

This contract incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

SECTION 22. INSURANCE

CONTRACTOR shall maintain at all times during the term of this contract, with an insurance carrier reasonably acceptable to the DEPARTMENT and authorized to conduct business in the State of Oklahoma, insurance coverage as set forth in this Article:

1) Workers' Compensation Insurance as required by the statutes of the State of Oklahoma, and adequate (but in no event less than \$100,000) Employer's Liability Insurance.

2) Public Liability and Property Damage Insurance covering all operations and activities hereunder in the following minimum limits (but in no event less than the statutory limits found at 51 Oklahoma Statutes, Section 151 et. seq. or successor or amendatory statutes):

- a) Bodily Injury Liability in the amount of not less than \$100,000 for injuries, including accidental death and products liability, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 for one occurrence.
- b) Property Damage Liability in the amount of not less than \$100,000 for any one accident including products liability and an aggregate limit of \$1,000,000 per occurrence.
- c) Combined aggregate liability coverage shall not be less than \$2,000,000 (two million) for bodily injury, death, and property damage.

3) A Comprehensive Business Auto policy with a minimum limit of not less than One Million Dollar (\$1,000,000) combined single limit for bodily injury and property damage, providing coverage for at least any and all leased, owned, hired or non-owned vehicles used in any of CONTRACTOR's activities pursuant to this agreement, with any self-insured retention not exceeding One Hundred Thousand Dollars (\$100,000). Any and all mobile equipment which is not covered under this Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy.

CONTRACTOR shall furnish the DEPARTMENT with a certificate evidencing the existence of all such insurance coverage; and the certificates evidencing the existence of the insurance coverage specified in these specifications. Said insurance coverage shall provide that the DEPARTMENT are additional named insured under said policy or policies and that said policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice to the DEPARTMENT. The foregoing provision regarding additional named insured shall not create or be deemed to create any liability on the part of said additional named insured which would not otherwise exist under the laws of the State of Oklahoma.

SECTION 23. AMENDMENTS OR MODIFICATION OF CONTRACT

No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by the DEPARTMENT shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this contract.

SECTION 24. VENUE

This contract shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of the Oklahoma Transportation Commission.

SECTION 25. RECORDS

The CONTRACTOR and any subcontractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this contract, and shall make all such materials available to the DEPARTMENT or any of its duly authorized representatives and the State Auditor and Inspector at any reasonable time during the term of work on the contract, and for seven (7) years from date of final payment to the CONTRACTOR by the DEPARTMENT for work performed hereunder.

SECTION 26. HEADINGS

Article headings used in the contract are inserted for convenience of reference only and shall not be deemed a part of this contract for any purpose.

SECTION 27. ASSIGNMENT

The CONTRACTOR shall NOT sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the DEPARTMENT. In case such consent is given, the CONTRACTOR will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 50% of the total contract cost. Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a statement showing that the organization which will be performing the work is particularly experienced and equipped for such work. No sub-contracts, or transfer of contract, shall in any case release the CONTRACTOR of his liability under the contract and bonds.

SECTION 28. NOTICES

All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the Contract shall be in writing and shall be deemed to have been properly given or sent:

- (a) if intended for the DEPARTMENT, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to the DEPARTMENT as:

Assistant Division 4 Engineer
Oklahoma Department of Transportation
5201 NE. 122nd
Edmond, Oklahoma 73013

- (b) if intended for CONTRACTOR, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, to an address supplied by the CONTRACTOR upon award of this Contract.

SECTION 29. SEVERABILITY

If any provision, clause, or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this contract which are not affected by the determination. The provisions, clauses, or paragraphs and any documents incorporated by reference are declared severable.

SECTION 30. PAYMENT OF CLAIMS

The CONTRACTOR shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment rental which is actually used or rented in the performance of the contract

SECTION 31. BREACH OF CONTRACT

Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the DEPARTMENT cause to cancel this contract on seven (7) days written notice to the CONTRACTOR. The DEPARTMENT then reserves the right to re-award the contract to the next lowest responsible available bidder -OR- should this contract be awarded to multiple vendors, the DEPARTMENT may utilize those vendors. In the event of cancellation of this contract, the CONTRACTOR shall not be entitled to damages and agrees not to sue the DEPARTMENT for damages thereof. After notice of cancellation, the CONTRACTOR agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation had been made and notwithstanding other legal remedies which may be available to the DEPARTMENT because of the cancellation, agrees to indemnify the DEPARTMENT for its costs in procuring the services of a new CONTRACTOR.

SECTION 32. MULTIPLE VENDORS

The DEPARTMENT reserves the right to award this contract to multiple vendors, so that should the lowest-bid vendor be unable to fully comply with this contract, the services of the other bidders can be utilized.