



1. Solicitation #: 21-8-0001

2. Solicitation Issue Date: 5/5/20

3. Brief Description of Requirement:

SCOPE OF WORK: Core and Snow & Ice (Tulsa and part of Rogers County)

The Solicitation is let pursuant to Oklahoma Statute, Title 74, Section 85.12.B.3. This Solicitation is a Request for Proposal and not Bids.

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 #** 20-8-0001

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 #: 21-8-0001

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. The Solicitation is let and in accordance with Oklahoma Statute, Title 74, Section 85.12.B.3.

B.2. Execution of Contract

Oklahoma Department of Transportation (hereinafter referred to as “ODOT” or “the DEPARTMENT”) does hereby engage and retain the services of the CONTRACTOR to provide specific highway maintenance service as directed by the DEPARTMENT. It is the intent that a non-binding contract be executed between the DEPARTMENT and by the CONTRACTOR for labor and equipment to perform general maintenance duties, as specified by this Contract, for all interstate and state routes within Oklahoma and Canadian Counties. *This contract shall run from July 1st, 2020 through June 30th, 2021. Upon mutual agreement by the DEPARTMENT and the CONTRACTOR, this contract may be renewed for another year, for up to four total renewals, at a negotiated price escalation not to exceed 2% may occur at the time of renewal.* This contract will include, by reference and incorporation, the contract bid proposal, instruction 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. Any reference to the CONTRACTOR as “he” shall be interpreted to be a generic reference to male and female. All legal protections offered to the STATE will also be extended to the Oklahoma Department of Transportation and any other State entity involved with this contract.

Contract Year and/or Renewal	Maximum Winter	Maximum Core	Start	End
Year 1	12	12	July 1 st , 2020	June 30, 2021
Year 2, Renewal 1	12	12	July 1, 2021	June 30, 2022
Year 3, Renewal 2	12	12	July 1, 2022	June 30, 2023
Year 4, Renewal 3	12	12	July 1, 2023	June 30, 2024
Year 5, Renewal 4	12	12	July 1, 2024	June 30, 2025

B.3. Multiple Vendors

The DEPARTMENT reserves the right to award the contract to multiple CONTRACTOR'S in the event that one CONTRACTOR is unable to meet the time frame to perform the work. The DEPARTMENT will have the option to assign the work to another awarded CONTRACTOR(s) to ensure that the work is done in a timely manner. “Primary” contractor (one with lowest and best bid) will be issued all work orders. In the event the Primary CONTRACTOR fails to meet the requirements of this contract as determined by the DEPARTMENT, the Primary CONTRACTOR will be found in breach of contract and cancelled. The first Secondary CONTRACTOR will then be utilized in the capacity as that of Primary.

B.4. Scope of Services

B.4.1. General Maintenance Services

B.4.1.1. The services to be provided by the CONTRACTOR for the DEPARTMENT will require that the CONTRACTOR provide specific maintenance services as are described in Appendix A, “Scope of Services”, which is attached hereto and incorporated herewith. Included in Appendix A are service requirements for snow & ice operations for all highways that are the responsibility of the DEPARTMENT for the Tulsa and parts of Rogers County. It should be noted by the CONTRACTOR that the above-mentioned snow & ice requirement is an inseparable and indivisible portion of this contract and shall not be waived nor eliminated.

B.5. Time For Performance

Time is of the essence in the performance of the tasks required by this Contract, and all tasks required to be performed in this Contract will be completed in a timely manner and within such deadlines as may be imposed by the DEPARTMENT. This contract shall run from July 1st, 2020 through June 30th, 2021. *Upon mutual agreement by the DEPARTMENT and the CONTRACTOR, this contract may be renewed for another year, for up to four total renewals;* at a negotiated price escalation not to exceed 2% may occur at the time of renewal.

B.6. Compensation

- B.6.1. The CONTRACTOR's bid prices for the various pay items shall be considered compensation in full for the performance of the CONTRACTOR's obligations under this contract.
- B.6.2. The billing shall not demand payment within any time period less than 30 days. Billing shall be submitted to the ODOT Division 8 Headquarters, 4002 North Mingo Expressway, Tulsa, OK 74116. The State anticipates the broadened use of a P-Card for payment. The CONTRACTOR is encouraged for prompt and efficient payment to take this method of payment when it becomes available. Furthermore, the DEPARTMENT will only accept billings for completed and accepted job sites.

B.7. Payment

- B.7.1. The DEPARTMENT will pay to the CONTRACTOR sums as may be due under this Contract for work performed, in monthly payments of the Lump Sum or Hourly Sum Bid in arrears, after receipt from the CONTRACTOR of an itemized invoice for work performed. Payment will be made within 30 days of receipt by the DEPARTMENT of this itemized invoice.
- B.7.2. For any calendar month (or agreed-upon billing cycle), the DEPARTMENT is entitled to receive manpower labor equivalent to 200 hours per *month* per each of the employees on the CONTRACTOR's core manpower roster, for general maintenance services. (Hours used for snow and ice operations will not count towards this 200 hours per month per employee requirement.) It is expected that the total number of hours per employee will be less than 200 on a normal basis. The DEPARTMENT reserves the right to use any combination of this 200 hours during any given month (billing cycle) without invoking the labor or equipment additive clause. The CONTRACTOR shall supply a weekly payroll summary to the DEPARTMENT. This summary shall show total hours along with county percentages. The DEPARTMENT could require that the CONTRACTOR increase the detail of this reporting at any time during the course of this contract, without additional compensation. The CONTRACTOR shall utilize an electronic format acceptable to the DEPARTMENT. Each quarter, it will be at the discretion of the DEPARTMENT to determine whether to carry the balance forward and use banked hours or to credit the contract at the manpower additive rate.
- B.7.3. The DEPARTMENT reserves the right to increase or decrease the number of employee hours at any time, due to budgetary restraints, inclement weather events, including but not limited to rain days. With the volatility of Tulsa County being outsourced, the DEPARTMENT cannot describe all incidents that may cause hours to differ from 2500 hours per month. If contract hours differ from 2500 in any given month, the price will be calculated at the number of hours multiplied by the hourly bid price. At no time will the 2500 hours be calculated with additional equipment charges.
- B.7.4. The CONTRACTOR's lump sum bid for Core, Snow/Ice Operations, and Additional Equipment/Services, etc.... will be invoiced and paid as indicated below (see Section 1, 1.2 for maximum months paid):
 - B.7.4.1 **CORE:** Bid on Hourly, multiplied by number of employee hours worked monthly, invoiced and paid following the month worked.
 - B.7.4.2. **SNOW/ICE OPERATIONS:** For Bid on yearly lump sum, divided by 12 months, invoiced and paid at the end of each month.
 - B.7.4.3. **ADDITIONAL/ITEMIZED EQUIPMENT/SERVICES:**

Invoiced only when work order is complete, at the end of that month with the invoice for Core/Snow and Ice Operations.

- B.7.5.** The DEPARTMENT may deduct from any amount due to the CONTRACTOR the reasonable cost for repair or replacement of any substandard work performed by the CONTRACTOR during the invoice period.
- B.7.6.** The DEPARTMENT reserves the right to deduct liquidated damages incurred by the CONTRACTOR, as stated in the contract specification sections and/or appendices and further listed here as a convenience:
- a) Section B29.2.b: For snow & ice operations, CONTRACTOR will present proof to the DEPARTMENT on or before July 1st, 2020, an original contractual agreement of "ALL" equipment to be delivered by August 1st, 2020. When reviewing CONTRACTOR responses, this documentation will be one of the factors considered in determining Contractor qualification. Should delivery of snow & ice equipment not be complete and in the possession of the CONTRACTOR by August 15, 2020, the DEPARTMENT reserves the right to assess liquidated damages of \$1,000/day each and every day until delivery is complete or terminate contract and proceed to the next lowest qualified successful bidder.
 - b) Appendix A, Section 104.5: Liquidated damages for non-response or slow response to incidents and emergency call-outs will be \$1,000 per every 15 minutes of non-response beyond the time limits specified in section 104.3, up to a maximum liquidated damages of \$8,000 per event.
 - c) Appendix A, Section 106.4.a: During snow & ice operations, should fleet numbers drop below the DEPARTMENT-specified minimum (per equipment list in section 106.2), then the DEPARTMENT reserves the right to assess liquidated damages of \$500/hour rounded to the nearest 30 min. per deficient truck count until the minimum truck count is achieved again. Liquidated damages will be assessed for trucks that are parked or not moving for more than 45 minutes, location not withstanding, including along the highways, at salt/sand locations, DEPARTMENT facilities, CONTRACTOR facilities, etc. once freezing precipitation begins and conditions are such that the roadways require treating and until all highways in Oklahoma and Canadian Counties are clear of the frozen precipitation as determined by the DEPARTMENT. Liquidated damages will not be assessed and payment will be made for trucks parked along the highways when directed by the DEPARTMENT for staging purposes in anticipation of freezing precipitation and prior to the beginning of such precipitation. The assessment of liquidated damages will be made using the GPS equipment required in Section 106.2b.
 - d) Appendix A, Section 106.9.e1: For any given highway or associated ramps per county (as denoted by route designation), if all driving lanes are not free of ice/snow within 18 hours after the end of precipitation, the DEPARTMENT reserves the right to assess a flat-rate liquidated damages of \$10,000. After 19 hours, a liquidated damages of \$1,000 per hour may be assessed until all the driving lanes are clear, up to a total liquidated damages of \$20,000 for that storm event, per roadway, per county.
 - e) Appendix A, Section 106.9.e2: For any given highway or associated ramps per county (as denoted by route designation), if icy driving lanes are allowed to occur without any proactive and/or post-reactive action on the part of the CONTRACTOR, the DEPARTMENT reserves the right to assess a flat-rate liquidated damages \$10,000. After 1 hour of icy conditions without any sand/salt treatment, liquidated damages of \$1,000 per hour may be assessed until sand or salt is placed in a manner to restore skid resistance, up to total liquidated damages of \$20,000 for that ice event, per roadway, per county.

The listing of the liquidated damages in Section B.7.6 is provided for convenience only. Should there be a discrepancy between the wording of Section B.7.6 and the wording in the specification appendices, then the wording of the appendices shall rule.

Any liquidated damages shall be assessed against the total aggregate sum of this contract, and shall not be constrained by the bid amount for any individual pay item in which the liquidated damages was incurred.

B.8. Travel

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

B.9. Records

The CONTRACTOR shall keep such documents and records as may be necessary to correctly reflect the type of work performed and the time such work was performed, and by whom. The CONTRACTOR agrees that the books, records, documents, and other material maintained or prepared relating to the performance of this Contract are subject to review by the DEPARTMENT and the State Auditor and Inspector at the CONTRACTOR's regular place of business and that copies of such records will be furnished to the DEPARTMENT upon request. The CONTRACTOR further agrees that all records will be maintained on file for a period of not less than seven (7) years from date of final payment; provided however, said records shall be retained and maintained on file by the CONTRACTOR not less than seven (7) years from date of said records, as required by state law.

B.10. 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 80% 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.

B.11. 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.

B.12. Termination

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

B.12.1. For Convenience - The DEPARTMENT or CONTRACTOR may terminate this Contract by giving one-hundred and eighty (180) days written notice.

B.12.2. For Cause - The DEPARTMENT may, by written notice to the CONTRACTOR, terminate this Contract for any of the following reasons:

- a) The CONTRACTOR discontinues providing services as required by the Contract.
- b) 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.
- c) The commencement, execution or timely completion by the CONTRACTOR is, for any reason, rendered improbable, impossible or illegal.
- d) The CONTRACTOR shall be in default under any provision of this Contract.

B.12.3. 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 in Subparagraphs B.12.1 through B.12.3, 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.

B.13. 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.

B.14. 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.

B.15. Hold Harmless Clause

The CONTRACTOR shall indemnify and save harmless DEPARTMENT, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against 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.

B.16. 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.

B.17. Insurance

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

- 17.1. 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.
- 17.2. 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.

- 17.3.** 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.

The CONTRACTOR shall furnish 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 State of Oklahoma is an 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 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.

The CONTRACTOR shall provide the DEPARTMENT for the inclusion in the Contract file copies of certificates of insurance evidencing coverage as to both valuable papers and professional liability, said copies to be furnished to the DEPARTMENT within five (5) working days of execution of this Contract.

B.18. 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.

B.19. 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 same formalities as are observed in the execution of this Contract.

B.20. Cure of Performance Deficiencies and Breach of Contract

Upon written notification from DEPARTMENT concerning the CONTRACTOR's failure to perform up to Contract specifications, the CONTRACTOR shall have three (3) calendar days to cure said deficiency and document a cure to the DEPARTMENT's satisfaction. Three (3) such occurrences of general maintenance deficiencies, and two (2) such occurrences of snow & ice deficiencies, within the Contract period shall be deemed breach of contract by the CONTRACTOR and cause for DEPARTMENT to cancel this Contract on seven (7) days written notice to the CONTRACTOR. In the event of cancellation of this Contract, the CONTRACTOR shall not be entitled to damages and agrees not to sue 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.

B.21. Service Requirement Exceeding Contractor Capacity

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

B.22. 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.

B.23. 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.

B.24. Governing Laws and Regulations

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

B.25. Headings

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

B.26. Binding Effects

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.

B.27. 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 state as:
Assistant Division 8 Engineer: Maintenance
Oklahoma Department of Transportation
4002 North Mingo Expressway
Tulsa, OK 74116
- 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.

B.28. 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.

B.29. Qualification

- 29.1. A CONTRACTOR MUST BE QUALIFIED BEFORE BID IS AWARDED TO THIS CONTRACT. Upon the CONTRACTOR meeting ALL the qualification requirements below, the DEPARTMENT will issue a notice of qualification.
- 29.2. A CONTRACTOR shall have at his facility ALL of the inventory of the required equipment listed in the "Scope of Services" Appendix A of this and all of the required equipment listed in this contract and any of its associated documents, and this inventory shall be available for inspection by the DEPARTMENT.
 - a) This includes all of the "additional small equipment" found in Appendix A. All equipment shall be no older than 5 years of age (as of the bid opening date) unless explicitly approved by the DEPARTMENT, or has been rebuilt/reconditioned by the factory or other reputable service facility within 5 years prior to the bid opening date. Those CONTRACTORS who meet this requirement, should schedule a field inspection by the DEPARTMENT to verify this inventory. This inspection is to be completed no later than 1 week after the solicitation closes.

- b) For the equipment needed for snow & ice operations (i.e., Appendix A), qualification shall be contingent upon the CONTRACTOR showing contractual agreements with snow & ice outfitters for the purchase of the necessary equipment, with said equipment to be delivered no later than August 15th, 2020. Also, for the required trucks, the CONTRACTOR shall produce proof that he owns 80% of the required trucks and has contractual agreements for the other 20%. Contracted vehicles must be operational by October 1st, 2020.

Liquidated Damages: For snow & ice operations, should delivery of snow & ice equipment not be complete and in the possession of the CONTRACTOR by October 1st, 2020 the DEPARTMENT reserves the right to assess liquid damages of \$1,000/day each and every day until delivery is complete or terminate contract and proceed to the next lowest qualified successful bidder.

- 29.3. Qualification shall require the following in respect to manpower: The CONTRACTOR shall submit qualifying licenses and certifications for the employees intended to serve /as his core crew, for the positions of operators and above, to be qualified (see Appendix A, Specifications for Core and Snow & Ice).
- 29.4. The CONTRACTOR shall have at least five years of experience in highway maintenance with contracts totaling at a minimum of \$5,000,000. The CONTRACTOR must also have at least two years of experience in snow and ice operations. Past experience and contracts (with references) shall be submitted to the DEPARTMENT for its inspection and acceptance, for the CONTRACTOR to be qualified.
- 29.5. Qualification shall be contingent upon the CONTRACTOR having a facility that satisfies the requirements of this contract for his core maintenance services and ice & snow operations, as specified in Section 101.8.
- 28.6. For all equipment, the bidder shall be prepared to provide proof that said equipment is owned or leased by the bidder (unless permitted otherwise by this contract). Any false representation of equipment ownership shall be cause for the DEPARTMENT to cancel any awarded contract.

B.30 Bid Bond

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.31. Waiver of Subrogation

- B.31.1. Contractor shall be liable for any damages to the locations, equipment, supplies and materials at the project locations in Oklahoma and Canadian County, Oklahoma.
- B.30.2. Contractor will also be liable for damages caused by casualty occurrence, it being understood that Contractor 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.

B32. Response Documents

B.32.1. Copies

- B.32.1.1 Vendors shall use complete sets of Response Documents obtained from the source indicated in the Solicitation for Responses.
- B.32.1.2 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.32. Addenda

- B.32.1** Addenda will be posted on the website and sent electronically, or delivered to all who are known by the Department to have received a complete set of Response Documents from the Department.
- B.32.2** Copies of the Addenda will be made available for inspection at the Department.
- B.32.3** No Addenda will be issued later than seven (7) calendar days prior to the date for receipt of Responses except an Addendum withdrawing the request for Responses or one which includes postponement of the date for receipt of Responses.
- B.32.4** Each Vendor shall acknowledge that all Addenda and Amendments were received, by signing the Addenda and Amendment Forms.

B.33. Labor

- B33.1** The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.
- B.33.2** There is no Federal funding for this project and Davis Bacon Wages do not apply for this project.

C. SOLICITATION SPECIFICATIONS

C.1.0. Definitions

- C.1.1.** The Department or Division is the Oklahoma Department of Transportation, Procurement Division.
- C.1.2.** 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.
- C.1.3.** 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.
- C.1.4.** 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.
- C.1.5.** 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.
- C.1.6.** 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.
- C.1.7.** The Consultant is the Licensed Architect, Licensed Landscaped Architect, Registered Professional Engineer, or Registered Land Surveyor under contract to the State of Oklahoma for the purpose of designing and monitoring the construction of the project.
- C.1.8.** 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.
- C.1.9.** A Vendor or Contractor is a person or entity that submits a Response.
- C.1.10.** The Owner is the State of Oklahoma represented by the Department of Transportation.

C.1.0. Scope of Project:

- C.1.1.** The Scope of work and specifications for this solicitation are located in the attached "Appendix A" document.

C.2.0. Location of Project:

C.2.1. All Interstate, U.S. and State Highways within Tulsa and parts of Rogers County, unless otherwise specified by the Department.

C.3.0. Specifications

C.3.1. Specifications for this project may be located in "Appendix A" of the Solicitation Package.

D. EVALUATION

D.1.0. Evaluation Criteria

D1.1. This Solicitation is a Request for a Proposal (RFP). Contractor responses for the purposes of this Solicitation are considered Responses and not Bids. The RFP will be evaluated on the following criteria: Cost, Experience, and Compliance with Specification(s).

D.1.2. Contractors should refer to Section B.29. of the Solicitation Package for Qualification Requirements.

D.2.0. Negotiation

D.2.1. The Department of Transportation may negotiate with vendors to get the best price, value, and terms. Once the Department of Transportation identifies the candidates, negotiations may take place through the Oklahoma Department of Transportation Purchasing Office. The Oklahoma Department of Transportation considers all costs and business terms negotiable. The Department of Transportation reserves the right to make an award to the lowest, responsive bid if it is deemed in the best interest of the Department.

E. INSTRUCTIONS TO VENDOR

E.1.0. Important Information

Important Dates	
Friday, May 15, 2020, by 3:00 PM	Written Questions
Friday, May 22, 2020, by 3:00 PM	Responses to Questions Posted on Website
Tuesday, June 2, 2020, 4:00 PM	Solicitation Closes
To be scheduled before Award is complete	Site Visit to Verify Contractor Equipment

E.1.1. Non-Mandatory Pre-Bid Conference

E.1.1. Due to the current Coronavirus Pandemic there will be no non-mandatory pre-bid conference held for this project.

E.2.0 Site Visit for Equipment Verification

E.2.1. Prior to completing an award of this Solicitation, a site visit will be scheduled to verify Contractor's equipment.

E.3.0. Bidding Procedure

E.3.1. Modification, Withdrawal or Cancellation of Responses

E.3.1.1 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.

E.3.1.2 BID SECURITY Bid Security, if any is required, shall be in an amount of \$5,000.00.

E.3.2. Submission of Responses

E.3.2.1 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.

E.3.2.2 The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.

E.3.2.3 Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.

E.3.2.4 Oral, telephonic, or telegraphic or other forms of electronic Responses are invalid and will not receive consideration.

E.4.0. Consideration of Responses

E.4.1. Responses will be opened publicly immediately after the time set for receipt of Responses at the Department of Transportation, 200 NE 21st St, Oklahoma City, OK 73105. This Solicitation is an RFP and not a Request for Bid therefore only the names of the responding Vendors will be made public at the time of the closing. Vendors may receive a copy of the response tabulation on the solicitation website after a Contract has been awarded.

NOTE: As of 03/18/20 and until further notice, due to concerns about the possible spread of the coronavirus, there will not be any public bid openings. A list of responding Vendors will be posted on the ODOT Procurement website after bid closing.

F. CHECKLIST

- _____ Completed Responding Bidder Information page
- _____ Completed and Signed Non-Collusion Certification page
- _____ Completed and Signed Pay Item Sheet (Appendix B)
- _____ Completed and Signed Addenda and Amendment Receipts
- _____ Completed Bid Security/Bond
- _____ Qualification Requirements met
- _____ Provide Sales Tax Permit # on Responding Bidder Information if applicable
- _____ Include explanation if claiming Oklahoma Sales Tax Permit Exception in response package
- _____ Read Section G.2 regarding communication during Solicitation Period
- _____ Read A.2.4 which related to the completion of the Pay Item Response Sheet regarding corrections made to the Pay Item Sheet

G. OTHER

G.1.0 Communications During the Solicitation Process

G.1.1 Communication with anyone but the Buyer may result in a Vendor not be allowed to bid on this project.

G.2.0 Questions

G.2.1 Questions regarding this solicitation are due no later than Friday, May 15, 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 must have the Section and Item Number that the Vendor is questioning.

G.3.0. Vendor's Representations and Prequalification

G.3.1. Each Vendor, by making a response, represents that:

G.3.2. The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.

G.3.3. The Vendor has visited the site, is familiar with the local conditions under which the work is to be performed and has correlated observations with the requirements of the proposed contract documents.

G.3.4. The submitted Response is based upon the materials, systems and equipment required by the Response Documents without exception.

G.3.5. Pre-qualification of Vendors is not required but three (3) references (on completed reference questionnaire forms) must be included with the Response.

G.4. Forms

G.4.1. Appendix A – Specifications

G.4.2. Appendix B – Pay Item Sheet

H. PRICE AND COST

H.1. Pricing Submission

H.1.1. Vendors are to submit pricing using the Pay Item Sheet (Appendix B).

APPENDIX A
SCOPE OF SERVICES
“CORE and SNOW AND ICE”

OKLAHOMA DEPARTMENT OF TRANSPORTATION
ODOT DIVISION 8, ROUTINE MAINTENANCE
TULSA AND PARTS OF ROGERS COUNTY

GENERAL MAINTENANCE OPERATION'S
INCLUDING CORE and SNOW AND ICE

SECTION 100. LOCATION OF SERVICE

- 100.1** This contract applies for general maintenance services for ALL interstates, U.S., and State highways within Tulsa and parts of Rogers County, unless otherwise specified by the DEPARTMENT. All routes are tabulated in the Control Section Maps and the Roadway Maintenance Subsections, published by the Oklahoma Department of Transportation. The CONTRACTOR shall be responsible for obtaining and being familiar with these two documents. Control Section Maps for Tulsa and parts of Rogers County are available from the DEPARTMENT. Reporting activities required by this contract will utilize these two documents.
- 100.2** The requirement for snow & ice operations shall apply for ALL interstates, U.S., and State highways within Tulsa and parts of Rogers County, unless otherwise specified by the DEPARTMENT.
- 100.3** Prior to bidding, it shall be the CONTRACTOR's responsibility to review and to become familiar with the condition of the roadway, rights-of-way and general distance that he will be required to provide service. **It is expected that all prospective bidders will have driven the entire jurisdiction of this contract prior to submitting a response.**

SECTION 101. SERVICES TO BE PROVIDED - General Maintenance Operations

- 101.1** The required maintenance activities will be as described within this Scope of Services. For each of the listed activities, the Activity Description and required Performance Standards are described within the Maintenance Manual distributed by the Maintenance Division of the Oklahoma Department of Transportation, latest revision. It shall be the CONTRACTOR's responsibility to obtain a copy of this manual.
- 101.2** The CONTRACTOR shall maintain manpower and equipment specified by the Contract, and shall respond to work orders and or request issued by the Oklahoma Department of Transportation, Division 8. It shall be the DEPARTMENT's responsibility to discover work that needs to be done and prioritize the work. This Contract will require a joint effort of the DEPARTMENT and the CONTRACTOR to find areas in need of routine maintenance. It is expected of the CONTRACTOR to use well trained employees and stress the importance of this partnering requirement. The DEPARTMENT will hold partnering meetings on a regular basis to instill this partnership and desires of the DEPARTMENT for the work necessary to provide the level of service necessary to the taxpayers. (However, work shall not be performed without expressed verbal or written consent of the DEPARTMENT.) It shall be the CONTRACTOR's responsibility to respond in a timely manner with the necessary manpower and equipment to effectively make those repairs. There will also be some scheduled work that will be on-going and no special work order will be necessary.
- 101.3** Unless contractually specified otherwise, the DEPARTMENT will provide all materials for maintenance work, including (but not necessarily limited to) asphalt, concrete, aggregate, sand, dirt, trash bags, and cement. All material will be furnished at the plant site and/or warehouse or yard; the CONTRACTOR will be required to supply trucks from the required equipment to pick up the material and haul it to the job site, the cost of which is to be considered included the lump sum bid.
- 101.4** The CONTRACTOR is responsible for all basic supplies to install the roadway repair materials. The DEPARTMENT will NOT provide supplies such as (but may not be limited to): cell phones or pagers, worker clothing, safety vests, gloves, oil/fuel for equipment, rakes, shovels, sledge hammer, etc., and various size steel plates and bolts for emergency bridge repairs.

- 101.5** All debris generated by maintenance activities shall become property of the CONTRACTOR and shall be disposed of in a manner approved by the DEPARTMENT, excluding materials deemed by the DEPARTMENT to be useful for maintenance operations at other locations (e.g., concrete rubble for future use as erosion control at bridges). The costs of the CONTRACTOR to haul and stockpile any such DEPARTMENT-designated debris shall be considered to be included in the lump sum bid.
- 101.6** If approved by the DEPARTMENT, the CONTRACTOR may be allowed to purchase materials needed to complete a project (such as forming wood for emergency bridge deck repair and sack/bag patch). This clause will only be enacted in an emergency situation where the DEPARTMENT deems it is necessary and vital to the safety of the public. The CONTRACTOR will be reimbursed for the actual cost of the materials used, per invoice, with no profit nor overhead.
- 101.7** The CONTRACTOR shall provide all traffic control for performing of his maintenance tasks required by this Contract, the cost of which shall be considered included in the lump sum bid. All traffic control shall be in compliance with MUTCD and applicable DEPARTMENT standards and overseen by an ATTSA certified traffic supervisor.
- 101.8** The CONTRACTOR is responsible for obtaining his yard and shop facilities. The CONTRACTOR shall have a yard and shop located within Tulsa County. The shop shall be large enough for working on and servicing at least ten large dump trucks concurrently during snow & ice events. **The shop facilities shall have an on-site backup power source (generator) in case of power failure during snow and ice events or other catastrophic events. This generator shall be capable of providing enough power to operate all communications as well as all necessary shop equipment including but not limited to welders, compressors, and other tools. This requirement is to ensure CONTRACTOR must be able to maintain all services during inclement weather.**
- 101.9** The DEPARTMENT will evaluate the CONTRACTOR's performance and withhold payment for substandard work, including applying liquidated damages referred to in this contract. The DEPARTMENT will inspect the work and require that deficiencies be corrected prior to payment. Deficiencies requiring correction and corresponding materials may be subject to replacement at the CONTRACTOR's expense, in a reasonable time designated by the DEPARTMENT. **It shall be the CONTRACTOR's responsibility to insure the work of his employees is done in a safe and professional manner that meets the DEPARTMENT'S satisfaction, specifications and requirements.**

SECTION 102. REQUIRED MANPOWER - general maintenance operations

- 102.1** Any generic reference by this Contract to "manpower", "men", "man" or "he" shall be interpreted to mean both male and female adults who are U.S. citizens or who are legally permitted to be in the United States. All individuals assigned on the Contract must have the ability to communicate in the English language.
- 102.2** The CONTRACTOR shall maintain at the DEPARTMENT's disposal a core group of Fourteen (14) individuals. (Note that the hours required of this core group is not applicable towards snow and ice operations.) **Of these 14 individuals, 10 shall possess a current Class A or B CDL licenses. Four (4) individuals shall possess Class D license. Remaining work force may be laborers. Additional requirements are:**
- a)** Four (4) individuals shall be ATTSA-certified traffic control supervisors. One such traffic supervisor shall be present on any operation requiring traffic control. These traffic control supervisors shall be "working" superintendents/foremen on the job requiring traffic control at all times, capable of operating equipment and/or performing other labor necessary to complete the task. All four ATTSA-certified traffic supervisors shall have at least five years of experience each on ODOT and/or highway projects.
 - b)** Six (6) individuals shall be certified equipment operators capable of operating all equipment specified by this contract, in addition to the four (4) listed above.
 - a)** One (1) individual shall be designated project manager. The project manager shall have at least ten years of experience on heavy highway work with at least five years specific to a large metropolitan area with population greater than ½ million. Specific experience should include but not limited to, pavement repair/rehabilitation, bridge repair/rehabilitation, snow/ice control, and he or she too must be an ATTSA certified traffic control supervisor. This manager must be able to work directly with ODOT maintenance inspectors to coordinate the efficiency of all crews and directly plan, report and supervise all

CONTRACTORS crews.

- b) Two (2) individuals shall be onsite working Supervisors/Foreman that can handle the daily work activities of a crew.
- c) The remaining workers may be general laborers.
- d) **All qualified personnel must be listed with references and copies of relevant licenses and certifications provided at qualification submittal.** All proposed personnel must be dedicated entirely to this contract, unless employment has been terminated. All replacement employees must meet the minimum qualification of those in which they are replacing and are subject to the approval of ODOT.

102.3 The DEPARTMENT may invoke the **additional manpower and equipment** bid items of this contract. These items may be used for overload of various activities similar to the activities of the “CORE” group, and is not intended to be used for the purpose of snow & ice removal. However, these items may also be used for items not specifically mentioned in this contract but are required in highway maintenance. In this instance, the following operations may be required. *If the DEPARTMENT chooses to use the additional manpower requirements they will either use hours from the “CORE” or use the additional manpower items by the hour.*

102.4 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 latest addition.**

102.5 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.

SECTION 103. REQUIRED EQUIPMENT (for general maintenance operations)

103.1 Unless specified otherwise, this required equipment is NOT applicable for snow & ice operations.

103.2 The equipment listed below will be available for use by the core group at all times. **The CONTRACTOR shall not anticipate the use of this equipment on any other contract or project.** Price bid for Hourly Sum service shall include all costs associated for the use of this equipment by the core group.

(Equipment List Provided on Continuing Page)

Equipment Type	Minimum required number of pieces	Minimum Requirement / equivalent to or better than
1. Dump Truck (10 wheel) All Dump beds	3	50,000 lb.
2. Flat Bed Truck (6 wheel) With Arrow Boards	5	26,000 lb.
3. Grader	1	Deere 770 w/ EROPS
4. Dozer	1	Cat D5
5. Loader	3	Cat 926 - 2 ½ vd.
6. Haul Truck with dump bed.	1	80,000 lb.
7. Low Boy Trailer	1	30 ft. Drop
8. Crew Trucks	2	3/4 Ton
9. Skid Steer Loader w/pavement breaker, 36" grinder, bucket & broom	1	1,300 lb./36 HP
10. Arrow Board	3	Solar Powered
11. Changeable Message Boards	2	LED Solar powered
12. Truck - Mounted Attenuator	2	1 - Pc. Aluminum (60 MPH)
13. Asphalt Roller	1	4 Ton Vibrating
14. Asphalt Laydown Machine	1	12' Self Propelled
15. Rubber-tire Backhoe Loader	1	Deere 310
16. Self Propelled Broom	1	Broce Model RJ 350
17. Water Tank with Pump	1	1000 gal with 2" pump
18. Liquid Asphalt Distributor	1	Spray bar up to 12" wide
19. High lift Truck	1	35' reach
20. Grade all	1	WD-30

NOTE: The three 50,000-lb trucks, five 26,000-lb trucks, loader and grader listed above can be used as part of the snow & ice removal force, as outlined in the snow & ice section of this contract.

Additional small equipment, to be used as required, includes: welder and all supplies, cutting torch, air compressor (185cfm minimum), jack hammers, chipping hammers, concrete saws (one self propelled 24" and one quickie type), chain saws and chain saw pole pruner, portable generator and 3 fixture light plant, concrete mixer, vibro plate compactor, hammer drill, e-z drill, gas powered concrete handsaw, circular saw, hand drill (3/8"), hand grinder, sand blasting pot, chipper/shreader capable of 9" limbs, crack-sealing pot, weed eaters, backpack style blowers and any other small equipment or tools that may be required to perform assigned tasks at no additional cost to the DEPARTMENT

Note: Liquidated damages for all required equipment not available by the contractor as outlined above, the Department reserves the right to assess a liquidated damages of five hundred (500.00) dollars a day each and every day until equipment is supplied to the worksite.

103.3 All equipment shall be in good working order and available for service 24 hours per day, seven days a week. The CONTRACTOR shall be prepared to promptly replace any down equipment, at any time. It should be noted that all equipment referenced will be dedicated to this contract and will not be available for other contracts. The DEPARTMENT reserves the right to inspect equipment and its usage, condition and availability at any time during the course of this contract. Any deficiencies not corrected immediately, or repeated deficiencies, will be considered to be a breach of contract.

- 103.4** The CONTRACTOR’s equipment shall be identified with the name or logo of the CONTRACTOR. All equipment working on or adjacent to the roadway shall be equipped with the proper warning devices (i.e., strobe lights or flashing lights, slow-moving symbols and arrow boards).
- 103.5** Pay items are provided herein for **additional** various equipment, to be used as-needed when authorized by the DEPARTMENT, and bid on an hourly, weekly and monthly rates. For additive equipment, the CONTRACTOR is guaranteed a four (4) hour minimum. The price bid for the various equipment rental (hourly, weekly and monthly rates) shall include fuel, oil, service and all insurance. **The price for hourly equipment shall include an equipment operator.**

Pay Item III	Equipment Type	Equivalent Type
A	Track Hoe w/bucket	Cat 320
B	Backhoe	Cat 416C
C	Dozer	D 5
D	10-wheel dump truck	50,000 lb.
E	Semi Tractor Trailer w/ Dump Bed	90,000 GVW
F	Crew Truck	3/4 Ton
G	Graders	Deer 770 w/EROPS
H	Front-End Loaders	2 ½ CY.
I	Dump Truck	26,000 lb.

For additional specialized equipment as needed by the DEPARTMENT, to be paid based upon Cost Plus 10%.

SECTION 104. INCIDENT AND EMERGENCY RESPONSE

- 104.1** All equipment and labor shall be on call 24-hours a day, if needed to respond to inclement weather (snow & ice), large traffic incidents and roadway emergencies such as potholes or holes in bridge decks.
- 104.2** The CONTRACTOR shall provide to the DEPARTMENT a “ONE” call number for the on-call personnel who will be available to initiate emergency response 24-hours a day, 7-days a week. Names and number’s of supervisor’s for Snow & Ice operations.
- 104.3** The required after-hours call-out time for the CONTRACTOR to arrive at the site and start setting traffic control (for applicable emergencies) shall be 45 minutes for any incident within a 10-mile radius of the ODOT Annex office, and 70 minutes for any incidents farther than that. The “clock” for emergency response shall start when the CONTRACTOR is notified by the DEPARTMENT.
- 104.4** The CONTRACTOR is expected to take an active role in any necessary communications with the State Troopers or local law enforcement on-site, with the intent that any required modifications of the traffic control layout can be handled quickly and efficiently.
- 104.5** **Liquidated Damages:** The DEPARTMENT reserves the right to assess liquidated damaged to CONTRACTOR for non-response or slow response to incidents and emergency call-outs, at the rate of **\$1,000** per every 15 minutes of non-response beyond the time limits specified above in 104.3, up to a maximum liquidated damages of **\$8,000** per event. The need of the DEPARTMENT to assess liquidated damages shall be considered a deficiency on the part of the CONTRACTOR that will require “curing”, as detailed in Contract Section 18.

SECTION 105. REQUIRED MAINTENANCE ACTIVITIES

- 105.1** The required maintenance activities include (but may not be limited to) those listed in the DEPARTMENT’S Maintenance Manual. The following are examples of some of the required activities:
- a) **Permanent Hand/Machine Patching** - Removing old surface and/or base and/or subgrade, in areas of failure due

to slipping, pumping, heaving, raveling or cracking, and replacing cut-out portions with suitable materials. Affected roadway surfaces include asphalt, concrete and old concrete overlaid with asphalt.

- b) **Emergency Hand Patching** - Hand-patching of bowl-shaped holes of varying sizes with bituminous material as an emergency or temporary deterrent to further localized disintegration of the roadway surface (asphalt or concrete).
- c) **Level Patching** - Leveling of surface distortions caused by edge settlement, rutting, grooving or other surface depression and irregularities using premixed bituminous material laid in-place with an asphalt lay-down machine or motor patrol.
- d) **Spot Sealing** - Sealing of localized areas of asphaltic surfaces or shoulders with liquid bituminous and aggregate to prevent further oxidization, raveling, water infiltration and to seal extensive areas of surface cracking.
- e) **Crack Pouring/Leveling** - Cleaning of joints and cracks and filling with liquid asphalt sealer on either p. c. pavement or asphalt surfacing. Crack leveling involves filling of shallow holes, settlements and depressions around cracks with liquid emulsified bituminous and aggregate as an emergency or temporary deterrent to further localized disintegration of the asphalt surface and to improve ride-ability.
- f) **Shoulder Grading** - Blading, shaping and smoothing of shoulders and side approaches. Including replacing soil material on shoulders and suitable material on mailbox turnouts and side approaches. This item also includes cleaning out and re-grading the ditches.
- g) **Cleand Drainage Channel** - Excavating and loading soil sediment from drainage channels and structures and then spreading onto shoulders and slopes along the roadway. Includes debris and log jam removal.
- h) **Erosion Control (Rip rap or sod)** - Includes loading, hauling and placing rip-rap (stone or broken concrete) or sod on cut/fill slopes, eroded ditches or ditch liners.
- i) **Brush Cutting and Tree Trimming** - Removing brush, tree limbs, and other coarse growth from the rights-of-way.
- j) **Bridge Deck Cleaning** - Removing all dirt, rock and foreign objects and thoroughly cleaning all types of bridge deck surfaces, using broom, water and/or air as required.
- k) **Removal and Disposal of Dead Animals from the Roadway** - Removal or on-site burial of dead animals.
- l) **Accident and Emergency Service** - Providing assistance at scene of accident or natural disaster, flagging traffic, placing traffic control signs, cleaning up roadway if required and temporary repairs necessary to restore the flow of traffic.
- m) **Repair or Replace Delineator** - Repair damaged delineator posts or installing new posts and attaching delineators.
- n) **Repair Bridge Deck** - Removing areas of deterioration or failure on concrete bridge decks and repairing with concrete, Rapidset, Duracal or similar material approved by the DEPARTMENT. Includes partial and full depth repair. Included in this item is the occasional need to place metal plates across holes in bridge decks, as an emergency repair.
- o) **Concrete Repair** - Permanent repairing of Portland concrete pavement failures using concrete mixtures to restore pavement to its original structural soundness. Need to expand on this significantly.
- p) **Maintenance of ODOT Facilities** - CONTRACTOR may be asked to do minor repairs to abandoned DEPARTMENT maintenance yards (including buildings, fence, pavement, etc.).

q) **Guardrail Repair** – CONTRACTOR may be asked to make necessary repairs to guardrail and its posts, or other traffic attenuator devices.

105.2 All maintenance activities shall be performed in a workman like manner to conform with standards required by DEPARTMENT maintenance standards and/or the Standard Specifications for Highway Construction, latest addition. Absent published guidance for particular maintenance activities or emergency repairs, work will be performed in a manner satisfactory to DEPARTMENT personnel.

105.3 DEPARTMENT personnel may require that substandard maintenance work be removed and replaced in a manner conforming with DEPARTMENT standards and specifications. All work required to be removed and replaced will be at CONTRACTOR expense as to equipment personnel and materials used.

SECTION 106. SNOW & ICE OPERATIONS

106.1 The contract bid sheet contains a “lump sum” (which is paid in equal monthly installments over twelve (12) months, item for “snow & ice operations” for interstates, US and State highways within Tulsa County and part of Rogers County, unless otherwise specified by the DEPARTMENT. For simplicity within this contract, the word “interstate” shall be interpreted to also include limited-access divided highways. **This lump sum shall be considered compensation-in-full for the contractual requirements herein stated. There should not be any difference in state highways or interstate, all have the same priority.**

106.2 The equipment listed below will be available for use by the CONTRACTOR at all times during the contract period July 1, 2020 through June 30, 2021. The CONTRACTOR shall not anticipate the use of this equipment on any other contract or project which would hinder his response in meeting the contract requirements for snow & ice removal.

106.2B All trucks used within this contract and any equipment used on road for snow and ice operation such as; Motor Graders, shall be equipped with GPS tracking and the CONTRACTOR will provide the DEPARTMENT unlimited users and unlimited access and to the website and all information generated by the GPS service so that trucks and equipment can be monitored at all times. ODOT will have the right to inspect equipment at any time to verify installation of the GPS equipment. The contractor shall provide ODOT with the following minimum GPS requirements:

- a) Live GPS tracking (10 second updates or faster)
- b) Hardwired Device with Outputs/ Inputs
- c) All inclusive monthly rate plan
- d) Ability to create (Unlimited # of) Geo Fences
- e) Data Storage for up to 365 days
- f) Ability to customize truck names
- g) Flexibility to purchase on (or OFF) contract
- h) Historical Playback feature
- i) Ability to create Alerts (by text or email) – Speeding, Ignition On/Off, Low Power & Route
- j) Mobile Web Site
- k) Start-Stop report
- l) Trip Detail Report to show time On/Off Location
- m) Live Weather and Traffic Overlay

Equipment Type	Minimum Required Number of Pieces	Minimum Requirement / Equivalent to or better than
Dump Truck (10 - wheel)	20	50,000 lb.
Dump Truck (6-wheel)	5	26,000 lb.
Dump Truck (6-wheel floater)	3	26,000 lb.
Grader	3	Deere 770 w/EROPS
Spreader	25	Hydraulic
Snow Plow	25	Hydraulic; 11' wide, reversible
Front End Loaders	5	Komatsu WA 200

NOTE: All Graders used in snow and ice operation shall have a shadow vehicle with flashing lights to accompany them while operating on the Highway's, the cost will be included in the pay item cost for Snow and Ice operations.

The two 50,000-lb trucks, five 26,000-lb trucks, loader and grader listed in section 103.2 can be used to satisfy the snow & ice equipment minimums stated above.

- 106.3** The CONTRACTOR's equipment shall be identified with the name or logo of the CONTRACTOR. All equipment working on or adjacent to the roadway shall be equipped with the proper warning devices (i.e., strobe lights or flashing lights, slow-moving symbols and arrow boards). Furthermore, trucks shall be equipped with "Stay Back 200-ft Signs" and pattern lights (e.g., lights illuminating the back of the truck so that the driver can observe the pattern of his sand/salt coverage.) All trucks for snow & ice operations shall have an identification number clearly marked on three sides.
- 106.4** All equipment shall be in good working order and available for service 24 hours per day, seven days a week. The CONTRACTOR shall be prepared to promptly replace any down equipment, at any time. Based on past experience, the CONTRACTOR should expect to have to replace equipment with backups due to prolonged repairs and/or accidents in the field involving Contractor equipment. It should be noted that all equipment referenced will be dedicated to this contract and will not be available for other contracts. The DEPARTMENT reserves the right to inspect equipment and its usage, condition and availability at any time during the course of this contract. Any deficiencies not corrected immediately, or repeated deficiencies, will be considered to be a breach of contract. During snow and ice operations, no equipment shall be down for more than 1 hour without being replaced. CONTRACTOR will replace any equipment down for more than 1 hour with like equipment. CONTRACTOR should anticipate having to replace equipment with backup(s) during extended snow/ice events.
- a) During snow & ice operations, should fleet numbers drop below the DEPARTMENT-specified minimum (per equipment list in section 106.2), then the DEPARTMENT reserves the right to assess a liquidated damages of \$500/hour rounded to the nearest 30 min. per deficient truck count until the minimum truck count is achieved again. Liquidated damages will be assessed for trucks that are parked or not moving for more than 45 minutes, location notwithstanding, including along the highways, at salt/sand locations, DEPARTMENT facilities, CONTRACTOR facilities, etc. once freezing precipitation begins and conditions are such that the roadways require treating and until all highways in Oklahoma and Canadian Counties are clear of the frozen precipitation as determined by the DEPARTMENT. Liquidated damages will not be assessed and payment will be made for trucks parked along the highways when directed by the DEPARTMENT for staging purposes in anticipation of freezing precipitation and prior to the beginning of such precipitation. The assessment of liquidated damages will be made using the GPS equipment required in Section 106.2b.
- 106.5** SUBCONTRACTORS trucks should have necessary modifications to support/operate hydraulic plows and spreaders. Trucks to be used for snow and ice events shall be equipped with heavy duty bumpers that will accommodate 12' articulating snow plows. The trucks shall also be equipped with hydraulic systems capable of operating plows and spreaders of each truck. Any trucks requiring hydraulic retrofits shall be completed on or before Oct. 1, 2020. CONTRACTOR and SUB-CONTRACTOR shall provide a schedule with shop names performing this work. SUBCONTRACTOR should acknowledge in agreement that he has read and understands all requirements for snow/ice operation as outlined in this scope of work. The DEPARTMENT will work with the CONTRACTOR on an agreed snow-and-ice plan that coincides with the minimum equipment requirements of this contract. This plan will draw upon past DEPARTMENT experience in snow-and-ice fighting techniques. The CONTRACTOR must understand that this plan serves only as a minimum guideline, and that he may have to supplement any given route with additional equipment and manpower to meet the performance requirements of this contract. The CONTRACTOR will be responsible for assigning the actual truck and driver to any route. The CONTRACTOR will be responsible for insuring that the drivers are familiar with their routes prior to the onset of adverse weather.
- 106.6** The CONTRACTOR shall calibrate his spreaders in a dry-run prior to an actual snow & ice event. Although the DEPARTMENT's manuals specify minimum application rates (550 #/lane/mile for salt/sand mixture and 180 #/lane/mile for pure salt), the actual application rate for salt or sand will vary depending on the weather and condition

of roadway. Historically the DEPARTMENT has had good success with a 1 part sand to 1 part salt ratio mix. It may become necessary in adverse weather conditions to go to 2-1 or 1-1 mix. The DEPARTMENT reserves the right to strengthen the salt portion of the mix. In extremely cold temp, the DEPARTMENT may ask the CONTRACTOR to use straight salt to break the ice. When this measure is put in effect the CONTRACTOR will be instructed to lower the gate of his spreader to 1" to 1 ½" opening, and will be instructed where to apply this straight salt. **However, intentional wasting or misuse of material shall not be tolerated,** and any such occurrences shall require an action-plan from the CONTRACTOR on how he will act to correct said abuses.

- a) To adequately monitor material usage, the CONTRACTOR shall maintain log of quantities and times when each vehicle is loaded with material, with said log to be made available to the DEPARTMENT at any time. After each storm, the CONTRACTOR is to supply the DEPARTMENT with this log in an electronic format acceptable to the DEPARTMENT. Failure to provide log 2 days after the storm will result in \$500.00 a day damage, which will be deducted from that months snow and ice operation installment.
- b) After a storm event, the CONTRACTOR shall sweep up any piles of wasted sand or salt that may be left upon the shoulders (e.g., as may be left if a truck was parked on the shoulder for an extended period, with its spreader still going). This material shall be loaded into trucks and deposited at the appropriate salt/sand storage locations. It shall not be swept onto the right-of-way. Also, due to an environmental issue, the CONTRACTOR will be responsible for the clean-up of salt/sand residue at salt sites after snow and ice storms.

106.7 To operate the above-mentioned equipment for snow & ice operations, the CONTRACTOR shall maintain additional CDL drivers. The associated costs shall be considered in the lump sum price bid for Snow & Ice Operations.

106.8 The CONTRACTOR is expected to be pro-active in continuously monitoring weather and anticipated ice and/or snow. Although the DEPARTMENT retains the right to contact the CONTRACTOR and specify that there be a call-out to combat a snow& ice event, the CONTRACTOR is expected to perform his own weather monitoring and activate a stand-by or callout on his own, without the need for the DEPARTMENT to do so.

NOTE: It is conceivable that there may be several occurrences in which the CONTRACTOR mobilizes, yet no precipitation occurs.

106.9 The CONTRACTOR will be expected to meet the following performance standards, in respect to ice & snow incidents:

- a) When humidity, precipitation and temperatures become favorable for the threat of icing conditions, the CONTRACTOR shall mobilize trucks and personal to monitor and place sand and/or salt to maintain skid resistance on all bridges, roads and ramps. The CONTRACTOR needs to be aware that bridges and overpasses usually ice up first, prior to the roadways. **The intent is to place these materials prior to ice formation.**
- b) After precipitation ends, all driving lanes on the interstate, state routes and shoulders must be cleared within 18 hours, and remain free of ice and snow.
- c) When inclement weather is reasonably expected, the CONTRACTOR shall be expected to arrange to have sufficient crew ready at the yard and or staged on highways and interchanges to respond in a timely fashion when the inclement weather hits. **It shall be insufficient to operate solely on the procedure of keeping employees at home and only calling them out after the inclement weather is already occurring.**
- d) The desired condition is to have the roads safe and passable at all times. When heavy adverse storm conditions persist, at least 50% of the travel lanes should be passable at all times, in both directions of traffic.
- e) **Liquidated Damages:**
 - e.1) For any given highway or associated ramps per county (as denoted by route designation), if all driving lanes are not free of ice/snow within 18 hours after the end of precipitation, the DEPARTMENT reserves the right to assess a flat-rate liquidated damages of \$10,000. **After 19 hours, a liquidated damages of \$1,000 per hour may be assessed until all the driving lanes are clear, up to a total liquidated damages of \$20,000 for that storm event, per roadway, per county.**

- e.2) For any given highway or associated ramps per county (as denoted by route designation), if the DEPARTMENT determines that icy driving lanes are allowed to occur without any proactive and/or post-reactive action on the part of the CONTRACTOR, the DEPARTMENT reserves the right to assess a flat-rate liquidated damages of \$10,000. After 1 hour of icy conditions without any sand/salt treatment, a liquidated damages of \$1,000 per hour may be assessed until sand or salt is placed in a manner to restore skid resistance, up to a total liquidated damages of \$20,000 for that ice event, per roadway, per county.
- e.3) The need of the DEPARTMENT to assess a liquidated damages shall be considered a deficiency on the part of the CONTRACTOR that will require “curing”, as detailed in Section B.7.5. of the Solicitation Package..
- e.4) Any liquidated damages shall be assessed against the total aggregate sum of this contract, and shall not be constrained by the bid amount for any individual pay item in which the liquidated damages was incurred.

106.10 The DEPARTMENT will order salt and sand and will cause its delivery to the various salt sheds within the Tulsa County area. The DEPARTMENT will also meet the deliveries, tell the delivery truckers where to dump and will perform any further stockpiling of the deliveries into the sheds. There are presently three such permanent and one temporary salt sheds, located at the following locations:

- a) 145th E. Ave and Admiral, Tulsa
- b) 5409 W. Edison, Tulsa
- c) US-75 and SH-20, Tulsa

106.11 It shall be the CONTRACTOR’s job under this contract to:

- a) Manipulate the sand and salt into the ratio specified by the DEPARTMENT and stockpile same, if the DEPARTMENT has not already done so.
- b) To load the sand and/or salt into the trucks during snow/ice events and keep the log specified in Section 106.6. This loading will be for all the ice & snow operations, as required under this Appendix A.
- c) The equipment and man-hours to perform the above work (including the loading of trucks for non-interstate snow & ice operations) shall be considered to be included in the price bid for “Snow & Ice Operations for interstates”.
- d) Should the CONTRACTOR damage the DEPARTMENT’s salt shed or related facilities, then the cost to repair said damage will be deducted from the CONTRACTOR’s payments.

106.12 The CONTRACTOR will be expected to straighten up excess loose materials at the salt shed facilities and perform any general yard clean-up, after the storm, to the satisfaction of the DEPARTMENT.

SECTION 108. RADIO COMMUNICATIONS

It is imperative that the CONTRACTOR is able to communicate with all maintenance personnel at all times. All licensed equipment (whether for general maintenance services or for snow & ice operations) shall be equipped with two-way radios, capable of reaching all of the 3-county service area. Hand-held radios shall be supplied to operators on heavy equipment. CB radios are NOT acceptable. Five hand-held radios w/ chargers shall be provided to ODOT personnel to communicate with the CONTRACTOR as needed. All supervisors shall be equipped with a local cellular phone as well for communication with ODOT staff.

SECTION 109. SPECIAL EVENTS

There is a pay item for "Special Event", payment per each event, for the CONTRACTOR to set up a stage, chairs and a public-address system for various dedications and other STATE events. Manpower for these events may come from the core group; the price bid for "Special Event" shall be considered payment-in-full for any rental or other associated costs. The stage platform shall be suitable for 12 people, with up to 100 chairs being required.

APPENDIX B
PAY ITEM BID SHEET
ODOT DIVISION 8, ROUTINE MAINTENANCE
TULSA COUNTY AND PART OF ROGERS COUNTY
GENERAL MAINTENANCE SERVICES
“CORE”

Contract I.D. No. _____

PAY ITEM.....	QUANTITY	BID PRICE	UOM	EST. YEARLY EXTENSION
I. CORE GROUP				
1. Manpower, equipment and facilities [Appendix A]	33,600	\$ _____	HOR	\$ _____
Bid for core crew is for required manpower and equipment to be paid by the actual hours worked and paid monthly after month is completed				
II. ADDITIONAL MANPOWER (PER MAN HOUR): [Appendix A. Section 103]				
2. Foreman / Operator	250	\$ _____	HOR	\$ _____
3. Laborer	250	\$ _____	HOR	\$ _____
4. Certified ODOT Welder	25	\$ _____	HOR	\$ _____
5. CDL Truck Driver	250	\$ _____	HOR	\$ _____
6. Concrete Finisher	50	\$ _____	HOR	\$ _____
III. ADDITIONAL EQUIPMENT. ALL PRICES TO INCLUDE FUEL AND INSURANCE. THE HOURLY RATE INCLUDES OPERATOR, EXCEPT PICKUPS. ALL UNIT PRICES ARE PER “EACH” PIECE OF EQUIPMENT: [Appendix A. Section 103.]				
A) Track Hoe w/bucket (Cat 320)				
7. By the Hour (4 hour minimum)	150	\$ _____	HOR	\$ _____
8. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
9. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____
B) Backhoe (CAT 416C)				
10. By the Hour (4 hour minimum)	100	\$ _____	HOR	\$ _____
11. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
12. By the Month (up to 175 hours month)	6	\$ _____	MO	\$ _____
C) Dozer (D-5)				
13. By the Hour (4 hour minimum)	100	\$ _____	HOR	\$ _____
14. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
15. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____
D) 10-Wheel Dump Truck (50,000 lb)				
16. By the Hour (4 hour minimum)	250	\$ _____	HOR	\$ _____
17. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
18. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____
E) Semi-Tractor Trailer w/Dump Bed 80,000 GVW				
19. By the Hour (4 hour minimum)	250	\$ _____	HOR	\$ _____
20. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
21. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____

PAY ITEM.....		QUANTITY	BID PRICE	UOM	EST. YEARLY EXTENSION
F)	Crew Truck (3/4 ton)				
	22. By the Hour (4 hour minimum)	125	\$ _____	HOR	\$ _____
	23. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
	24. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____
G)	Graders (Deere 770 w/ EROPS)				
	25. By the Hour (4 hour minimum)	500	\$ _____	HOR	\$ _____
	26. By the Week (up to 40 hours week)	10	\$ _____	WKR	\$ _____
	27. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____
H)	Front End Loaders (2-1/2 Cubic Yard)				
	28. By the Hour (4 hour minimum)	250	\$ _____	HOR	\$ _____
	29. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
	30. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____
J)	Dump Truck (26,000 lb)				
	31. By the Hour (4 hour minimum)	250	\$ _____	HOR	\$ _____
	32. By the Week (up to 40 hours week)	5	\$ _____	WKR	\$ _____
	33. By the Month (up to 175 hours month)	6	\$ _____	MOR	\$ _____
K)	Additional Specialized Equipment				<u>Cost + 10%</u>
IV.	SNOW AND ICE OPERATIONS				
	34. Per Year [per Appendix A. Section 106]	1	\$ _____	LSUM	\$ _____
	Lump Sum divided by 12				

TOTAL BID (LUMP SUM CONTRACT)..... \$ _____

CONTRACTOR'S NAME: _____

BID AWARD: The STATE reserves the right to award the contract to the lowest and best responsible bidder. In the event of math errors, the unit price shall remain unchanged; only the price extension will be corrected prior to evaluating the bids. A bid may be rejected if a "bid unit price" is unbalance; before awarding the contract, the STATE reserves the right to request cost breakdowns for any of the contract pay items.

The STATE may use less, more or none of these pay items.

This contract is in effect for 12 months originally, and may be renewed annually for 12 months, for up to four total renewals, *Upon mutual agreement by the STATE and the CONTRACTOR, this contract may be renewed for another year, for up to four total renewals*, at a negotiated price escalation not to exceed 2% may occur at the time of renewal.

BID BOND: A bid bond in the amount of \$5000.00 must be submitted with the bid.