



1. Solicitation #: 345004919 / 21-8-0002

2. Solicitation Issue Date: 4/30/20

3. Brief Description of Requirement:

Mowing highway right-of-way and debris/litter removal for multiple locations in Tulsa and Osage Counties.

Project Locations: IS244, US064, US075, US169, SH011, SH020, SH051, SH067, SH097, SH117, SH151, SH266 (ACREAGE AND ROUTE DETAILS SPECIFIED LATER IN DOCUMENT IN EXHIBIT #1)

The Solicitation is let as a Request for Proposal pursuant to and in accordance with Oklahoma Statute, Title 74, Section 85.12.B.3. Only the names of the responding Contractors will be announced at the RFP Closing.

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: 5/28/20

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 #** 3459054919 / 20-8-0002

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 #: 3450004919 / 21-8-0002

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

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

A.3. Solicitation Amendments

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

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER

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

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

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

A.10. Pricing

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

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

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

A.11. Manufacturers' Name and Approved Equivalent

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

A.12. Clarification of Solicitation

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

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

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

A.13. Negotiations

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

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

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

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

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

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

A.14. Rejection of Bid

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

A.15. Award of Contract

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

A.16. Contract Modification

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

A.17. Delivery, Inspection and Acceptance

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

A.18. Invoicing and Payment

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

A.19. Tax Exemption

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

A.20. Audit and Records Clause

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

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

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

A.25. Termination for Convenience

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

A.26. Insurance

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

A.27. Employment Relationship

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

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

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

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

B. SPECIAL PROVISIONS

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

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

B.2.0. Definitions

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

B.3.0. Response Documents

B.3.1. Copies

- B.3.1.1** Vendors shall use complete sets of Response Documents obtained from the source indicated in the Solicitation for Responses. Neither the Owner nor the Consultant assumes any responsibility for errors or misrepresentation resulting from the use of incomplete sets of Response Documents.
- B.3.1.2** The Owner, in making copies of the Response Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

B.3.2. Amendments

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

B.3.3. Bid Security

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

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

B.4.0. Insurance Requirements

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

B.5.0. Form of Contract Agreement

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

B.6.0. Labor

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

B.7.0. Waiver of Subrogation

- B.7.1.** Vendor shall be liable for any damages to ODOT Division 8 Tulsa and Osage Counties along the acreage and route details of which are specified in Appendix B, Exhibit #1 caused by casualty occurrence, it being understood that Vendor shall repair such damages and look to its insurer for reimbursement and shall obtain from its insurer waiver of subrogation rights against the Oklahoma Department of Transportation.

C. SOLICITATION SPECIFICATIONS

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

C.2.0. SCOPE OF CONTRACT

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

C.2.2. Description

- C.2.2.1** Mowing highway right-of-way and debris/litter removal for multiple locations in Tulsa and Osage Counties. (REFER TO EXHIBIT #1 FOR ACREAGE AND ROUTE DETAILS). Mowing and debris/litter removal frequency will be as directed by the ODOT representative. The number of working working days allowed for each project is outlined at the end of the Specifications (Appendix B). Liquidated Damages will be assessed if a mowing project is not completed within the time specified in the contract.

C.2.3. Project Locations

IS244, US064, US075, US169, SH011, SH020, SH051, SH067, SH097, SH117, SH151, and SH266
(ACREAGE AND ROUTE DETAILS SPECIFIED LATER IN DOCUMENT (APPENDIX B, PAGE 14).

C.2.4. Contract Period

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

D. EVALUATION

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

E. INSTRUCTIONS TO SUPPLIER

E.1.0. IMPORTANT INFORMATION

Important Dates	
Wednesday, May 13, 2020 by 3:00 P.M.	Written Questions Due
Wednesday, May 20, 2020 by 3:00 P.M.	Responses to Questions Posted on Website
Thursday, May 28, 2020, 4:00 P.M.	Solicitation Closes

E.2.0. BIDDING PROCEDURE

E.2.1. Form and Style of Responses

E.2.1.1 All requested items shall be bid.

E.2.2. Modification, Withdrawal or Cancellation of Responses

E.2.2.1 Vendors may withdraw, change and resubmit their Responses by appearing in person prior to the time set for the closing of the Response period. Upon presenting proper picture identification to Cheryl Emerson, CPO, the sealed Response will be returned to the Vendor. A new or changed sealed Response will be accepted until the time designated for the closing of the response period.

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

E.2.3. Submission of Responses

E.2.3.1 All the copies of the Response, the Bid Security, if any, and any other documentation required to be submitted with the Response shall be enclosed in a sealed, opaque envelope. The Response shall be addressed and delivered to the Oklahoma Department of Transportation, Purchasing Division, 200 NE 21st St, Room 3C6, Oklahoma City, OK 73105. Place on the outside of the envelope the name of the Vendor, the Solicitation #, the words "Sealed Response" and the date set for Opening.

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

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

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

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

E.3.0. Consideration of Responses

E.3.1. Responses will be opened publicly immediately after the time set for receipt of Responses at the Department of Transportation, 200 NE 21st St, Room 3C6, Oklahoma City, OK 73105. This Solicitation is being bid out as an RFP. Vendors may receive a copy of the response tabulation on the solicitation website after a Contract has been awarded.

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

F. CHECKLIST

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

G. OTHER

G.1.0. Taxation Status

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

G.2.0. Communications During the Solicitation Process

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

G.3.0. Questions

G.3.1. Questions regarding this solicitation are due no later than Wednesday, May 13, 2020 by 3:00 P.M. Questions must be writing and are to be sent to the CPO's attention listed on the solicitation. Questions received after the deadline will not be answered.

G.4.0. FORMS

G.4.1. APPENDIX A – SOLICITATION REQUEST

G.4.2. APPENDIX B – SPECIFICATIONS [INCLUDES EXHIBIT #1]

H. PRICE AND COST

H.1. Pricing Submission

H.1.1. Vendors are to submit pricing using the Solicitation Request form found in Appendix A. The form needs to be signed and dated. Vendors shall provide unit price bids per "MOWING FULL-WIDTH" Acre and Debris/Litter Removal Acre.



SOLICITATION REQUEST

Appendix A

Request for Quote

Request for Proposal

Request for Bid

Dispatch via Print

Department of Transportation

Dept of Transportation
Procurement Branch
200 NE 21st Street
Oklahoma City OK 73105

Company Info

Supplier: NAME
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Request Quote ID.	Date	Buyer	Page
3450004919	04/27/2020	Cheryl Emerson	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	04/30/2020 07:35 AM	05/28/2020 04:00 PM	

Requisition Number Reference: From Req ID - 3450032323

Ship To: Dept of Transportation
Div 8 HQ
4002 N Mingo Valley Expy (US-169)
Tulsa OK 74116

Bill To: DEPT. OF TRANSPORTATION
FACILITIES MANAGEMENT DIVISION
200 NE 21ST
OKLAHOMA CITY OK 73105

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	70111706 / 100007564 MOWING: Mowing, full width	34424	AC		

Mowing of 4,303 Acres per Cycle
8 Mowing Cycles per Fiscal Year
8 Cycles x 4,303 Acres = 34,424 Acres

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

2	72141003 / 1000024280 SERVICE: Litter/Debris Removal	51636	AC		
---	--	-------	----	--	--

Debris/Litter Removal
12 Cycles: One Cycle for Each Month of Fiscal Year
Including Non-Mowing Months
One Cycle is 4,303 Acres x 12 Cycles = 51,636 Acres

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

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

FUND: 310
ACCT: 507800
OBJ CODE: 471200
OPERATING UNIT: 58091310
BILL TO CODE: 08000

REQUEST MULTIPLE YEAR CONTRACT

FIRST YEAR CONTRACT WITH OPTION TO RENEW FOR 1 (ONE) ADDITIONAL YEAR AT THE SAME PRICE, TERMS AND CONDITIONS

FIRST CONTRACT PERIOD: JULY 1, 2020 THRU JUNE 30, 2021

THIS CONTRACT IS FOR AN INDEFINITE QUANTITY AND THE STATE MAY OR MAY NOT BUY THE QUANTITY MENTIONED IN THIS CONTRACT

AS PER ATTACHED SPECIFICATIONS

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

Sign Here



SOLICITATION REQUEST

Appendix A

Request for Quote

Request for Proposal

Request for Bid

Dispatch via Print

Department of Transportation

Dept of Transportation
Procurement Branch
200 NE 21st Street
Oklahoma City OK 73105

Company Info

Supplier: NAME
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Request Quote ID.	Date	Buyer	Page	
3450004919	04/27/2020	Cheryl Emerson	2	
Payment Terms	Date	Time	Quote Open	Closing
0 Days	04/30/2020	07:35 AM	05/28/2020	04:00 PM

Requisition Number Reference: From Req ID - 3450032323

Ship To: Dept of Transportation
Div 8 HQ
4002 N Mingo Valley Expy (US-169)
Tulsa OK 74116

Bill To: DEPT. OF TRANSPORTATION
FACILITIES MANAGEMENT DIVISION
200 NE 21ST
OKLAHOMA CITY OK 73105

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
------	-------------------------	------	-----	-----------	-----------

REF. REQ. NO.: 3450032323
AGENCY REQ. NO.: 21-8-0002

Approved by Secretary of Transportation Tim J. Gatz 04/29/20.

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

Sign Here

APPENDIX B
DEPARTMENT OF TRANSPORTATION
DIVISION 8 – TULSA COUNTY & PART OF OSAGE COUNTY
SPECIFICATIONS FOR MOWING
AND DEBRIS/LITTER REMOVAL SERVICES

DESCRIPTION: Mowing and debris/litter removal along highway right-of-way for multiple locations in Tulsa and part of Osage County. (REFER TO EXHIBIT #1 FOR ACREAGE AND ROUTE DETAILS). Mowing and debris/litter removal frequency will be as directed by the ODOT Representative. The number of working days allowed for each project is outlined at the end of these specifications. Liquidated Damages will be assessed if a mowing project is not completed within the time specified in the contract.

Project Locations:

IS244, US064; US075, US169, SH011, SH020,
SH051, SH067, SH097, SH117, SH151, SH266

(ACREAGE AND ROUTE DETAILS SPECIFIED LATER IN
DOCUMENT, EXHIBIT #1)

GENERAL:

The Oklahoma Department of Transportation (ODOT) will enter into contract (via issuance of a purchase order) with a Contractor for the mowing of weeds and grasses and removal of debris/litter along highway right-of-way. This contract shall run from July 1st, 2020 through June 30th, 2021. Upon mutual agreement by the STATE and the CONTRACTOR, this contract may be renewed for an additional year up to one (1) total renewal.

No exceptions to or deviations from the specifications set forth in this bid will be accepted.

The ODOT reserves the right to only purchase the quantities of services that the ODOT's budget will financially allow.

BIDDER:

The successful bidder will be a Contractor familiar with performing this type of work and who has the necessary equipment and personnel to perform the work within the times specified. Equipment shall be able to mow grass heights of four (4) feet. **Cable barrier and medians of variable widths are included in the project location. It is the responsibility of the Contractor to account for these items in their bid.** The successful bidder will be responsible for all labor, equipment and material required.

Contractors who have not previously performed this type of work for ODOT will be required to provide references of past large scale mowing contracts that have been successfully completed. The Contractor shall have the necessary equipment and trained personnel to mow, hand-trim, and

pick up debris/litter within the specified number of days. The Contractor shall provide the equipment and personnel to mow, hand-trim, and pick up debris/litter at a minimum of 320 acres per day. Additional equipment will be necessary if the Contractor is awarded more than one mowing contract in Division VIII.

The minimum amount of equipment the Contractor shall possess by July 1, 2020 is ten (10) mowers, capable of mowing a 15 ft. swath, and a six (6) string trimmer. **The Contractor shall make equipment available for inspection prior to award of the contract. If mowing after noxious weeds or Johnson grass has gone to seed, mowers shall be cleaned prior to moving between projects. The cleaning shall be done in such a manner and location so that noxious weed and Johnson grass seeds will not be proliferated or dropped on the right of way.**

During those periods of the year when mowing is not required, the Contractor shall provide the equipment and personnel necessary to pick up 220 acres of debris/litter per day. The Contractor and his/her employees shall obtain, and keep current, a valid herbicide/pesticide license to perform chemical applications on highway right-of-way as part of this contract.

The Contractor may choose to supplement mowing and trimming with herbicide application. Herbicide must be applied by an applicator that is certified in Category Six (6) by the Oklahoma Department of Agriculture Food and Forestry (ODAFF). If herbicide is applied, accurate records must be kept for a period of five (5) years after the application date. At a minimum, the record must contain the following:

- Time, date, and place of application
- Name and address of applicator
- Complete trade name, EPA registration number, and EPA establishment number of product used
- Target weeds
- Quantity of product used
- Total quantity of tank mix used
- Dilution rate used
- Restricted entry interval
- Total acres treated

These records must be provided to an ODOT representative or ODAFF representative within seven (7) days upon request. Any herbicide used must be labeled for use on highway rights of way, and it must be applied according to the manufacturers label.

Prior to award, the Contractor will be required to submit a written work plan outlining how all projects awarded to the Contractor will be completed within the allowable time periods. Details including the number of employees per route, number and type of equipment per route and the anticipated production rate per employee/tractor shall be included in the written work plan. Contractor will receive no consideration for time adjustment due to other ODOT mowing and/or debris/litter contracts awarded. It is common for all Division VIII mowing and/or debris/litter projects to be executed within the same 30 day period. Typically, ODOT expects that all mowing and debris/litter projects will be performed and completed prior to each of the following holidays: Memorial Day, 4th of July, and Labor Day. ODOT reserves the right to step in and mow these areas if necessary.

Due to budget constraints and to promote pollination, monarch butterfly survival, wildflower proliferation, among other reasons, the mowing frequency and areas may be modified at any time during this contract period.

A drive through with ODOT personnel may be required prior to each mowing to identify areas to be mowed and areas to be skipped. The drive through will not be paid for directly and will be considered subsidiary to the mowing pay item.

The Contractor shall be responsible for the character and actions of its employees at all times while working on this contract. Any disrespectful or discourteous actions toward the general public will not be tolerated. The Contractor's employees shall be properly trained and professional in the performance of their duties. ODOT may require the Contractor to 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 ODOT and/or the traveling public.

EXAMINATION OF WORK SITE:

The bidder shall be responsible for examining the work sites and be familiar with the work required at each site. The locations and measurements contained in this contract will be used for the method of payment and to record completed work activities. The submission of a bid is taken as evidence that the Contractor is familiar with the work site and work required.

EQUIPMENT AND GENERAL CONTRACT SPECIFICATIONS:

The Contractor shall furnish equipment in accordance with subsection 108.06 of the 2009 Standard Specifications for Highway Construction and as specified below:

(A) REQUIREMENTS

1. The Contractor shall furnish equipment in satisfactory working condition and in sufficient quantity to perform the work as specified. All mowers shall be kept in good operating condition and shall be maintained to provide a clean, sharp cut on vegetation at all times.
2. Equipment shall not be left within fifty (50) feet of the travel lane during non-working hours.
3. Tractors shall be equipped with yellow flashing or strobe lights (1 or 2) and a slow moving vehicle sign.

4. The Contractor's equipment and vehicles shall be identified by displaying the name or logo of the Contractor. The Contractor's employees, officers, agents, and subcontractors shall at no time identify themselves as being employees of ODOT or any other state agency. Employees of the Contractor shall wear appropriate safety clothing (such as vests) while working within the highway rights-of way. All safety clothing shall adhere to the requirements specified in the most current version of the Manual on Uniform Traffic Control Devices.
5. The Contractor's vehicle operators shall, at all times, possess and carry a valid driver's license.

(B) MOWERS

Contractor shall be equipped to mow the projects with grass heights of four (4) feet.

1. Rotary or Flail Type: Rotary or flail mowers will normally be required in the mowing of all right-of-way. All mowers must be equipped with either safety chains or the manufacturer's safety device to prevent damage to property caused by flying debris propelled out from under the mower. The chains shall be a minimum of 5/16" in size, spaced so each chain is in contact with the adjacent chains (no gaps), and of sufficient length to drag the ground when mowing at a level cutting height of 7" on level ground.
2. Sickle Type: Sickle mowers may be used around bridges, culverts, sign posts, mailboxes, delineators, guardrail, etc., and other areas not accessible by a rotary or flail mower.

CONSTRUCTION METHODS:

(A) GENERAL

In areas inaccessible to mechanical mowers, hand cutting methods shall be used so the entire designated areas shall be uniform in appearance.

(B) TIME

The mowing shall be performed during daylight hours. The Contractor may work 7 days a week. However, the State reserves the right to modify any tentative mowing schedule, including discontinuing mowing services, and to deny access for particular areas in times of special events. The Contractor will be notified five (5) calendar days before having to start a "mowing project". Notification will be documented by letter, facsimile (FAX), email, or confirmed verbal contact with a representative of the Contractor.

(C) GROUND CONDITIONS

Mowing shall not be performed when ground conditions or terrain are such that the tires are tearing up the slopes. Any damage to the surface shall be repaired by the Contractor at no additional cost to ODOT. Some areas may have to be skipped if too wet and will be

mowed at a later date as directed by an ODOT Representative. The skipped areas will be deducted from the next payment.

(D) SEQUENCE AND PROGRESSION

The sequence of mowing shall be established by the ODOT Representative or submitted by the Contractor and then approved by the ODOT Representative. The ODOT Representative reserves the right to alter this schedule if a special event arises where the right-of-way needs to be mowed by a certain date. The Contractor should have enough equipment and personnel to complete the project within the allotted working days. The Contractor shall mow the pass closest to the traffic in a direction which will throw debris away from the traffic, or as directed by the ODOT Representative.

(E) MOWING AREAS

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

(F) NON-MOW AREAS

1. The Department will determine the areas designated not to be mowed including Wildflower plots, pollinator plots, and other landscaping plots. Non-Mow areas will be identified during the required drive through prior to each mowing. These areas may be deducted from the acres mowed. No mowing will be performed in wildflower plots from approximately April through June. Upon notification by ODOT, the Contractor will resume mowing these plots. Unauthorized mowing of wildflower plots is prohibited, and should this occur, ODOT may require the Contractor to reimburse or replant the wildflower plot at the Contractor's expense.
2. The Contractor will not be called upon to mow within construction zones. ODOT reserves the right to reduce the mowing and/or debris/litter acreage to account for construction zones that occur during the life of this mowing contract. Should there be areas in a construction zone that could be mowed without causing an interruption and is agreeable by both ODOT and the Contractor, then mowing may proceed.

(G) AESTHETICS

1. The Contractor shall pickup any debris on the right-of-way prior to mowing. This is to avoid personal injury to the operator and possible damage to passing vehicles. Debris/litter, and excessive amounts of grass clippings of sufficient magnitude to smother

or retard grass growth shall be removed from the areas as necessary to restore the sightliness of the areas.

2. The cost to repair or replace any concrete head walls, culverts, trees, shrubs, bridges, delineator posts, sign posts, mail boxes, guardrail, etc. which are damaged by the Contractor shall be the responsibility of the Contractor to repair or replace.
3. Hand Trimming. The Contractor shall mow as close as possible to all fixed objects exercising extreme care not to damage growth in designated landscaping plots, signs, delineators or other appurtenances which are a part of the facility. Hand trimming around such objects shall be required of the Contractor, unless specified otherwise, and will be subsidiary to the mowing operation and has been included in the total working days allowed. Hand trimming shall include the cutting of sapling trees growing within the right-of-way (trees less than two (2) inch diameter) unless the trees have been intentionally planted in a designated landscaping plot. **The Contractor shall hand trim under cable barrier and around barrier posts.** Fence lines shall be kept neat by trimming or herbicide. Cost included in bid price for mowing.
4. All curbs and slope walls are to be hand trimmed at the time of mowing. Edges shall be done as to not allow any growth over the curbs or other similar objects. Slope wall joints are to be kept clean and clear of weeds and grass at all times.

(H) SIGNING AND TRAFFIC CONTROL

1. The Contractor shall be responsible for the Construction Traffic Control which includes providing and maintaining signs, sign stands, and safety flags in accordance with the MUTCD and the ODOT mowing guide to protect and inform the traveling public.
2. Warning Signs for Mowing. The W 21-8 "MOWING AHEAD", sign is to be used in advance of mowing operations on the right-of-ways. These signs will be placed, as required by the ODOT Mowing Guide, Edition May 1, 2009, (a copy of which can be purchased at the ODOT Printing Services Division in Oklahoma City), on the shoulder of the roadway permitting the passing driver to easily read the message. As the work progresses, the signs will be moved to maintain the same relative spacing between the sign and the work area at a distance not to exceed two (2) miles between the sign and the work. The sign will be mounted on a substantial portable support, meeting the NCHRP #350 crash requirements, and will be displayed only when work is in progress. When the work has stopped for the end of the day or for breaks more than thirty (30) minutes, the signs shall be removed. Roll-up signs of equal size to W 21-8, along with portable bases, are acceptable substitutes. Minimum sign size allowed is forty-eight (48) inches.
3. Construction Signing and Traffic Control Materials. Materials for construction signage and traffic control shall meet the applicable requirements of NCHRP #350 crash requirements and these specifications as follows:

Construction Signs and Barricades. The supports and sign blanks may be either metal, wood, or plastic, the only requirement being satisfactory performance. Retroreflectorize all signs and barricades whether for day or night use by means of wide angle flat top

reflective sheeting meeting the specifications for Type III sheeting, unless otherwise specified on the plans.

Construct all sign messages and symbols in accordance with the Manual on Uniform Traffic Control Devices and the ODOT Sign Detail Standards.

NOTE: Any construction sign not meeting retroreflectivity specification of Section 719.04 at any time during the life of a project shall be clearly marked and immediately replaced.

(I) SAFETY PROCEDURES

The Contractor shall inspect areas to mow, prior to mowing, for obstructions and debris that could become hazardous projectiles if struck by a mower. The Contractor shall take appropriate measures to remove any such obstruction or debris prior to mowing.

(J) METHOD OF MEASUREMENT

Mowing will be measured by the acre on designated areas on which the mowing was performed in a manner approved by and accepted by the ODOT Representative. The quality and quantity of work performed by the Contractor will be reviewed at least every other day by the ODOT Representative. Any deficiencies observed by the ODOT Representative will be communicated to the Contractor, and payment will not be made on the deficient area until corrections are made and approved by the ODOT Representative.

The quantity of mowing for full width mowing has been computed by ODOT and this quantity shall be the final quantity for full width mowing as long as the entire area has in fact been mowed. The prospective Contractors shall satisfy themselves as to the accuracy of the quantity and shall adjust their bid price accordingly for more or less acres prior to submitting their bid.

Debris/litter removal will be measured by the acre for areas accepted by the ODOT Representative. The quality and quantity of work performed by the Contractor will be reviewed at least every other day by the ODOT Representative. Any deficiencies observed the ODOT Representative will be communicated to the Contractor, and payment will not be made on the deficient area until corrections are made and approved by the ODOT Representative.

The quantity of debris/litter removal has been computed by ODOT and this quantity shall be the final quantity as long as the entire area has in fact been picked up. This includes fence lines and areas that may not be mowed because of trees, steep slopes, erosion, or any other reason. The prospective Contractors shall satisfy themselves as to the accuracy of the quantity and shall adjust their bid price accordingly for more or less acres prior to submitting their bid.

(K) BASIS OF PAYMENT

debris/litter removal or on account of, or in consequence of any negligence on the part of the Contractor in safeguarding his operations.

2. The Contractor shall carry and keep in force liability insurance during the contract period in the following minimum amounts:

Bodily Injury	\$1,000,000 Each Occurrence
Property Damage	\$1,000,000 Each Occurrence
<i>TOTAL LIABILITY</i>	<i>\$2,000,000</i>

(M) GENERAL NOTES FOR MOWING AND DEBRIS/LITTER REMOVAL SPECIFICATION

1. The cutting height of the mowers will be six (6) inches. Vegetation cut by hand trimming will be cut to a height of approximately six inches (6"). Hand cut saplings shall be cut as near to the ground surface as possible to eliminate tire hazards.

2. The number of Working days for each mowing project shall not exceed the allowable working days.

A Working Day will be defined as a day where the Contractor is able to mow on the project for at least six (6) hours. Saturdays, Sundays, and Holidays were not added into the allotted time stipulated by the contract and will not be considered as a working day.

3. If the Contractor fails to complete the project on time, the liquidated damages will be assessed according to part 'N' of this contract.
4. ODOT intends to encumber a reasonable amount of "MOWING" with a non-binding purchase order and use change orders to increase or decrease the encumbered amount in accordance with fiscal restraints and vegetation growth. Actual quantities ordered may be more or less than estimated.
5. ODOT is not able to predict the actual number of mowing or debris/litter projects the Contractor will be required or allowed to perform during the life of this contract. Experience has shown that up to eight (8) Mowing Projects have been requested during a mowing season (April through November) and up to twelve (12) debris/litter projects during a year. No additional compensation will be entertained for any year with a low mowing or debris/litter removal frequency.
6. Prior to the first mowing and debris/litter project, a pre-work conference shall be held between ODOT and the Contractor.

7. The Contractor shall supply ODOT with the names and phone numbers of the Contractor's representatives and shall make reasonable efforts to make sure that they can be reached (e.g. cell phones).
8. The Contractor must have an English speaking representative on the job site at all times. Supervisors must be equipped with a cell phone.
9. Debris/litter removal can be issued either separately or in conjunction with mowing operations. When used with mowing operations, debris/litter shall be removed no more than one day in advance of mowing, with any shredded debris/litter after mowing being picked up that day. If debris/litter removal is ordered in conjunction with mowing, additional compensation will not be provided for picking up debris/litter that was shredded by mowers.
10. Under the pay item for "debris/litter removal", all debris/litter shall be picked up no matter what size or how objectionable. Some items may require special handling. This could be, but not limited to, tires, refrigerators, furniture, dead animals, batteries, and construction waste in addition to the more typical debris/litter of plastic bottles and food wrappers. Additional compensation will not be made for debris/litter removal requiring special handling.
11. The debris/litter removal pay item includes areas on paved shoulders, grassed and paved rights-of-way, but does not include travel lanes. Other areas included in this pay item are fence lines, steep slopes, drainage channels, medians, and all other areas within the right-of-way. Some areas may not be able to be mowed because of brush and tree growth, however, these areas are not excluded from debris/litter removal.
12. The Contractor shall report daily on the work completed for a mowing and/or debris/litter work order. The report shall be emailed to the ODOT Representatives, and at a minimum include: work date, work type, highway, start point and stop point, direction (i.e. northbound, southbound, etc.), area (i.e. outside, east side, center median, etc.). The ODOT Representative will review the area within one business day of receiving the report and notify the Contractor of deficiencies or approve the area.

(N) LIQUIDATED DAMAGES

Definitions:

Project is a work order for the Contractor to pick up debris/litter or mow for a specific acreage, for a specific time within the limits set forth by the contract.

Contract Time is the number of Working Days set forth by the contract for a specific Mowing Project or debris/litter removal project.

Liquidated Damages

1. Mowing Projects

- a) One (1) to five (5) days in excess of contract time will result in liquidated damages of 2.5% of total amount of mowing project per day in excess of contract time.
- b) Greater than five (5) days in excess of contract time will result in liquidated damages of 5.0% of total amount of mowing project per day in excess of contract time **OR** removal from project at the discretion of the ODOT Representative.
- c) Advanced warning signs left in place beyond the end of the work day or during breaks greater than 30 minutes will result in liquidated damages of \$200/day per work order.
- d) Hand trimming must be performed within one day of mowing or liquidated damages of \$200/day will result until the work is completed.

2. Debris/litter Projects

- a) Shredded debris/litter left by the Contractor's mowing operations and not picked up by the day's end shall result in liquidated damages of \$500 per day per occurrence.
- b) Bagged trash left on the highway right-of-way and not picked up by the day's end shall result in liquidated damages of \$200 per day per occurrence.
- c) Debris/litter that remains on highway right-of-way after an area has been reported to be picked up shall result in liquidated damages of \$500/day per occurrence. The ODOT Representative shall have one business day from the time an area is reported as being picked up to review the area. If deficiencies are discovered, the ODOT Representative shall notify the Contractor, and liquidated damages will begin upon that notification.

(O) COMPETITIVE BID COMPARISON

Bidders shall provide unit price bids per "MOWING" and "DEBRIS/LITTER REMOVAL" Acre. The contract will be awarded to the lowest and/or best, qualified bidder meeting all requirements.

ODOT may reject bids which exceed one hundred fifty percent (150%) of the average unit cost of mowing and debris/litter removal by ODOT forces in the geographical area

where the contract is located. ODOT's average unit cost shall be determined by the Maintenance Management System, maintained by ODOT's Maintenance Division.

Initial non-binding contract period is one (1) year. Multiple purchase orders or change orders may be issued within a one (1) year period to accommodate fiscal year funding. Contract may be renewed in accordance with the terms and conditions for one (1) consecutive one (1) year period.

WARNING SIGN REQUIREMENTS

The W 21-8, "MOWING AHEAD", sign is to be used in advance of mowing operations on the rights-of-way. These signs will normally be strategically placed on the shoulder of the roadway permitting the passing driver to easily read the message. As the work progresses, the signs will be moved to maintain the same relative spacing between the sign and the work area at a distance not to exceed two (2) miles between the sign and the work. The sign will be mounted on a substantial portable support and will be displayed only when work is in progress, not during lunch or when work has stopped.

Roll-up signs of equal size to W 21-8, along with portable bases, are acceptable substitutions.

The sign shall be 48" x 48" and shall meet all specifications from Chapter 2 and Chapter 6 of the latest edition of the Manual on Uniform Traffic Control Devices. A visual representation of the sign is shown below.

The orange sheeting on these signs shall be in like new condition when the Contractor starts work under this contract. The sheeting shall be Type III at a minimum. The signs shall be maintained in good condition and ODOT reserves the right to require existing signs be replaced with new signs in the event that the existing signs are deemed by the ODOT Representative to be unacceptable. An unacceptable condition is the sole discretion of the ODOT Representative.



EXHIBIT # 1
ROUTE AND ACREAGE DETAILS

Project Job Locations in Tulsa County

- A. IS244-72-009; Begin at I-244/I-44 west split extend to the I-244/I-44 east split, Including the Inner Dispersal Loop.
[612.00 AC]

- B. US064-72-006; Begin at Bixby city limits and extend to Wagoner County line.
[90.00 AC]

- C. US064-72-086 (US-412); Begin at the Osage County line and extend east to Quanah Avenue.
[363.00 AC]

- D. US075-72-017, US075-72-018, and SH117-72-082; Begin at the Okmulgee County line and extend north to I244. This includes SH117 from US075 to Creek County line.
[431 AC]

- E. US075-72-093; Begin at Independence Street and extend north to Washington County line.
[545.00 AC]

- F. US169-72-083 and US169-72-081; Begin at Memorial Road and extend to Rogers County line.
[1117.00 AC]

- G. SH011-72-036 and SH011-72-090; Begin at the Washington County line and extend to I244.
[308.00 AC]

- H. SH020-72-050 and SH020-72-054; Begin at Skiatook and extend to US169 and begin at US169 and extend to Rogers County line (116th Street North).
[110.00 AC]

- I. SH051-72-080 (US064/51 Broken Arrow Expressway); Begin at Peoria Avenue and extend to Wagoner County line.
[162.00 AC]

- J. SH051-72-085; Begin at the Creek County line and extend to SH097.
[210 AC]

EXHIBIT # 1
ROUTE AND ACREAGE DETAILS

Project Job Locations in Tulsa County

- K. SH067-72-074; Begin at Creek County line and extend to Bixby city limits.
[155.00 AC]

- L. US097-72-076, US097-72-077 and SH097-57-037; Begin at Creek County line and extend to Zink Ranch.
[50.00 AC]

- M. SH151-72-097; Begin at SH051 and extend to US064/412.
[90.00 AC]

- N. SH266-72-031; Begin at US169 and extend to Rogers County line.
[60.00 AC]

TOTAL ACRES: 4,303.00

A single mowing and/or debris/litter project consists of all the locations shown above as described in the work order provided to the Contractor.

Center Medians will be mowed full width if the distance across the entire median is less than 60 ft.

*Working Days allowed for this mowing and debris/litter project shall be:
(See general notes #2 for working day definition)*

FULL WIDTH MOWING	15 Days
DEBRIS/LITTER REMOVAL (non-mowing season)	20 Days

ODOT cannot predict the actual number or types of mowing and debris/litter projects that will be ordered during the contract period. ODOT will order mowing projects based on vegetation growth rate, budget constraints and/or other factors. ODOT will order debris/litter projects based on aesthetics, budget constraints and/or other factors. The Contractor will be compensated for actual work performed at the rate bid per acre for mowing and debris/litter removal.

ODOT reserves the right to mow and remove debris/litter from partial contract areas with state forces or other contract forces for just cause such as, budget constraints, growing conditions, failure by Contractor to deliver within contract time, and/or overlapping highway construction contracts.