



1. Solicitation #: 3450004922 / 21-4-0004

2. Solicitation Issue Date: 5/8/20

3. Brief Description of Requirement:

Sweeping for Interstate and Non-Interstate Highways in Oklahoma and Canadian Counties

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

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

4. Response Due Date¹: 6/4/20

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 #** 3450004922 / 21-4-004

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 #: 3450004922 / 21-4-0004

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 Equivalents

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

A.12. Clarification of Solicitation

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

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

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

A.13. Negotiations

A.13.1. In accordance with Title 74 §85.5, the 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. Contract Period

B.1.1 The initial contract period will be July 1, 2020 through June 30, 2021 and may be renewed for up to four total renewals beginning July 1st and ending June 30th of each year.

B.3. Bid Bond

B.1. A Bid Bond in the amount of \$5,000.00 must be submitted with the CONTRACTOR'S response to this solicitation.

B.4. Indefinite Quantity

B.1. This contract is for an indefinite quantity, the DEPARTMENT may or may not purchase the entire amount listed in this Solicitation. See Section C.3.1 of the Solicitation Package.

B.5. Insurance

B.5.1. 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:

B.5.1.1 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.

B.5.1.2 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.

B.5.1.3 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

B.5.1.4 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.

- B.5.1.5** 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.6. Service Requirement Exceeding Supplier Capacity

- B.6.1** Should circumstances be such that the Contractor is unable to keep up with the work demand in a timely manner, at no fault of the Contractor, the DEPARTMENT reserves the right to seek additional services of other Contractors. Such action shall not nullify this contract.

B.7. Equal Employment Opportunity

- B.7.1.** 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.8. Hold Harmless Clause

- B.8.1.** 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.7. Compensation

- B.7.1.** The CONTRACTOR's bid prices for the pay item shall be considered compensation in full for the performance of the CONTRACTOR's obligations under this contract.
- B.7.2.** The billing shall not demand payment within any time period less than 30 days. Billing shall be submitted to the ODOT Division 4 Annex 5201 NE 122nd, Edmond, Oklahoma 73013. 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.8. Labor

- B.8.1.** The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.
- B.8.2.** There is no Federal funding for this project and Davis Bacon Wages do not apply for this project.

B9. Response Documents

B.91.1. Copies

B.9.1.1 Vendors shall use complete sets of Response Documents obtained from the source indicated in the Solicitation for Responses.

B.9.1.2 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.9.2. Addenda

B.9.2.1 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.9.2.2 Copies of the Addenda will be made available for inspection at the Department.

B.9.2.3 No Addenda will be issued later than seven (7) calendar days prior to the date for receipt of Responses except an Addendum withdrawing the request for Responses or one which includes postponement of the date for receipt of Responses.

B.9.2.4 Each Vendor shall acknowledge that all Addenda and Amendments were received, by signing the Addenda and Amendment Forms.

C. SOLICITATION SPECIFICATIONS

C.1.0. Scope of Project:

C.1.1. This Agency Contract is for routine general sweeping maintenance within Oklahoma and Canadian County. This contract is for services in accordance within 74 O.S. Section 85.4.E.1 and in accordance with Section 85.12.B.3.

C.2.0. Location of Project:

C.2.1. This contract applies for the herein specified sweeping services for Interstate and state routes within Oklahoma, and Canadian counties, unless otherwise specified by the Department.

C.2.2. This contract required a scheduled sweeping of specified routes, as tabulated in Tables I & II. Furthermore, this contract provides for twice-yearly sweeping along bridge parpets/railings for those bridges not included in Tables I and II, as tabulated in Table III.

C.3.0 Services To Be Provided:

C.3.1. Sweeping will be according to the attached sweeping schedule. **This contract is for an estimated scheduled minimum of 3772.20 shoulder-miles and additional scheduled minimum of 400 (revise to reflect total miles) upon request,** based on the desired sweeping schedules described in Tables I and II. Table I summarizes the sweeping schedules, with Table II itemizing the locations for each route. Each area is divided up into several routes, with each route being further divided into "Mainline" and "Side street Ramps". The required sweeping frequency is given at the top of Table II. Because this is a non-binding contract, the DEPARTMENT does NOT guarantee a minimum; however, it is the DEPARTMENT's intention to utilize the full quantity for scheduled sweeping, unless a fiscal emergency was to dictate otherwise.

C.3.2. The expressways in Oklahoma and Canadian Counties have been divided into routes, and each route is divided into "Mainline" and "Side street Ramps", with tabulated shoulder-miles for one cycle of each. For any given routes, one complete cycle shall be finished before payment will be made, with payment being for the tabulated "pay quantity" shoulder-miles given on the sweeping schedule. The CONTRACTOR should not bill DEPARTMENT until entire cycle is complete, not just the route.

- C.3.3.** In addition to the attached sweeping schedule, the CONTRACTOR may be called upon to sweep additional locations and/or to perform additional sweeping of schedule locations, when called upon by the DEPARTMENT. The bid sheet allows for an estimated 392 shoulder-miles of additional scheduled sweeping not presently scheduled in Tables I and II.
- C.3.4.** The DEPARTMENT may modify the sweeping schedule as needed, and will accept or reject the CONTRACTOR's work. Inspection will be carried out on the next normal work day (i.e. Monday through Friday, excluding holidays) following completion of sweeping. Sweeping performed on Friday through Sunday will be inspected on the following Monday. Failure to correct substandard work will result in no payment. If the DEPARTMENT waives this inspection, the CONTRACTOR is relieved of remedial action. The DEPARTMENT is not required to be present during the actual sweeping. CONTRACTOR must notify the DEPARTMENT by electronic or faxed location of nightly sweeping for inspection.
- C.3.5.** The tabulated shoulder-miles from Table I for each completed cycle of "mainline" or "side street ramp" shall be the basis for billing from the CONTRACTOR. When the DEPARTMENT places a sweeping order for additional non-scheduled sweeping (using the pay item for sweeping per shoulder-mile), a list will be provided of individual job sites and the shoulder-miles for each site, to the nearest hundredth of a mile, which shall be the basis for billing from the CONTRACTOR. Should the CONTRACTOR disagree with any particular mileage, that disagreement shall be worked out with the DEPARTMENT prior to performing the work.
- C.3.6.** Once one completed cycle of sweepings is completed with no objection from the CONTRACTOR, then the DEPARTMENT will consider the sweeping schedule quantities to be satisfactory and will not make any adjustments to the schedule. Should the CONTRACTOR disagree with the "pay quantity" shoulder-mileage given on the sweeping schedule, the DEPARTMENT will review the disputed item and all the other items as well, to see if there is a net discrepancy, and will make an adjustment if warranted. The DEPARTMENT retains the right to correct any erroneous sweeping mileage.
- C.3.7.** Width of expressway sweeping will be variable, and will be from the traffic edge line to either a barrier wall, bridge parapet, outer wall or functioning curb. For the sweeping schedule in Table II, it is to be understood by the CONTRACTOR that for any given route, ALL encountered elements are to be swept, even though the sweeping schedule may not specify the exact type of barrier that is to be swept against.
- C.3.8.** In some areas, the extent's requiring double sweeping, since there are present two elements requiring sweeping, (e.g., a curb and a barrier wall behind the curb). These extents are denoted in Table II. Separate payment will be made for both required passes, in those double-sweeping extents.
- C.3.9.** Other than those specified locations requiring double sweeping, payment shall be made only once per any given location regardless of the number of passes required to satisfactorily complete the sweeping operation.
- C.3.10.** Although this contract is designed for sweeping against curbs, barrier walls or other elements, there is one exception: from gore point to ramp gore point behind the curb on the north leg of I-44, from I-35 to NW 39th Expressway, the schedule requires that the mainline I-44 asphalt shoulder be swept at the I-235 junction (i.e. Broadway Extension), adjacent to the straight-a-way lanes. (There are no curbs here.)
- C.3.11.** The "side street ramp" shoulder-miles reflects the total length of all curbed edges adjoining the ramps. The ramps end when the ramp terminates at a street or service road or at the gore point if the ramp merges into a service road. In some cases, as noted on the schedule, an inside curb may be swept further. The quantities also take into account any flared Y's or islands. Also, by way of clarification, a ramp was considered to "officially" leave/enter the expressway at the concrete bullet nose (or equivalent); this means that anything adjacent to the merge apron is considered "mainline" and is to be swept accordingly.
- C.3.12.** The desired production rate is the frequency above Table II. Winter weather may prevent adherence to the schedule, i.e. the shoulders are covered by ice or snow. In the event of adverse weather, the CONTRACTOR shall catch up his schedule within 10 calendar days from the date that the shoulders

are free of ice/snow. This may require the CONTRACTOR to pursue additional sweepers. The CONTRACTOR will be docked a liquidated damages of \$500 per calendar day, after this 10-day period, per each day that the CONTRACTOR is not caught up.

- C.3.13.** For any given "shoulder-mile", the CONTRACTOR shall repeat the sweeper passes as necessary to satisfactorily remove any debris. Satisfactory work shall be defined as an absence of all loose debris. All prospective bidders are encouraged to inspect the expressways to become familiar with the expected debris accumulation. The nature of the debris to be encountered is expected to be sand and small gravel, but may also include tire shreds, wood scraps, broken glass, soda cans, dead animals and anything else.
- C.3.14.** The CONTRACTOR shall patrol the pavement ahead of sweeping operations, to remove anything that cannot be handled by the sweepers. Any such debris shall not be thrown onto the grass, but shall be properly collected by the CONTRACTOR. All debris, whether swept up or hand-collected ahead of the sweepers, shall be properly disposed of by the CONTRACTOR, at his expense, at a lawful and suitable landfill. **Debris removal is a substantial activity of this contract. At no time shall the CONTRACTOR sweep without a lead vehicle picking up debris prior to the sweeper.**
- C.3.15.** If the CONTRACTOR uses rear-dump sweepers, which dump their load onto the ground, the debris pile location shall be adequately cleaned up after debris removal.
- C.3.16.** For areas where there is a break in the center median barrier, and the barrier end flares out, the areas between the two flared ends are to be swept out, even if manual labor is required. Minimum sweeping of these flared areas shall be at least every other time, or every 8-9 weeks.
- C.3.17.** Debris shall not be permitted to fall onto any roadway that passes beneath the bridges.
- C.3.18.** The sweeping shall be performed between the hours of 7:00 PM (evening) and 6:00 AM (morning), or as permitted by the DEPARTMENT. The CONTRACTOR shall provide the DEPARTMENT with a schedule of his anticipated sweeping schedule, as to times and places. The CONTRACTOR shall fax daily to the DEPARTMENT his sweeping locations performed the prior night. The DEPARTMENT reserves veto-power over the CONTRACTOR's schedule, as necessary to ensure safety or priorities.
- C.3.19.** The CONTRACTOR may elect to perform his sweeping either as a "moving operation" or by lane closure. But must take all necessary safety precautions for both workers and to the traveling public..
- C.3.20.** The CONTRACTOR shall observe all necessary provisions of the latest edition of the Manual of Uniform Traffic Control Devices. The CONTRACTOR shall provide all personnel, equipment, and signage necessary for traffic control and safety, and shall coordinate all work activities with the appropriate department of public safety and/or highway patrol.
- a) Minimum required equipment shall include a separate shadow vehicle (usually a dump truck) with a crash attenuator and arrow board. An arrow board shall also be installed on the sweeper. Minimum advance signing shall also include "Sweeping Ahead" signs placed on shoulder and median not more than two (2) miles ahead of sweeping operations; these signs shall be 48" x 48" metal, orange high-intensity sheeting with black lettering (6-inch minimum height), with 2 flags per sign. CONTRACTOR response should include a list of equipment to be available for use on this contract.
 - b) The CONTRACTOR shall have one ATTSA traffic control supervisor with the sweeping crew at all times.
 - c) The DEPARTMENT is empowered to shut down any contracted operation that is unsafe. The STATE will NOT be liable for the CONTRACTOR's expense associated with such a shutdown, nor will be liable for CONTRACTOR's expense necessary to come into safety compliance.
- C.3.21.** The CONTRACTOR shall remove all debris clogging any inlet grates, when encountered during sweeping operations. **The contractor must be prepared to lift grates and physically clean out inlet if he believes them to be stopped up or is instructed by the DEPARTMENT that there may be a problem at this location.**

C.3.22 The sweeping CONTRACTOR may encounter construction zones. The CONTRACTOR will NOT be expected to sweep within an active work zone, where construction is actively underway. However, the CONTRACTOR will be expected to sweep in the transitional areas adjacent to the work zone, and may have to temporarily move drums and signs so as to accommodate his sweeping equipment and restore them immediately back to their original location.

C.3.23 VEGETATION REMOVAL: Along any sweeping extent, the CONTRACTOR shall remove any vegetation growing in cracks within sweepers path. This unwanted volunteer growth may include trees, saplings, and other unwanted grass such as may be found along barrier walls. The costs of vegetation removal and any herbicide spraying shall be considered included in the price bid per shoulder-mile of sweeping. CONTRACTOR must have or obtain any necessary licenses from the State for any herbicide application.

C.4. Services to be Provided – Emergency Sweeping Services

C.4.1. For emergency-response sweeping, payment will be per equipment-hour cost for the following equipment:

- a) Sweeper w/ Arrow Board, with Operator(s)
- b) Pickup Truck with Driver and Laborer
- c) Shadow Vehicle w/ Crash Attenuator and Arrow Board, with Operator(s)

Payment will be the equipment-hour cost times the number of equipment used for each category. The equipment-hours shall include time spent on the job site as well as travel time from the CONTRACTOR's designated local yard, and are to be rounded off to the nearest half-hour.

C.4.2. Response time shall be within one (1) hour from notification from the DEPARTMENT.

C.4.3. The intent of this emergency-response sweeping is to finish clean-up at accident sites, and would involve debris as would be expected from vehicle accidents and overturned trucks. Other parties will remove vehicles and bulky debris prior to contract sweeping by the CONTRACTOR. Although it is the DEPARTMENT's desire that these other parties clean-up the accident site as thoroughly as possible, the DEPARTMENT cannot make guarantee to the sweeping CONTRACTOR as to the amount nor nature of any remaining debris.

C.4.4. The CONTRACTOR shall not be required to handle hazardous materials, which will be defined as regulated materials requiring special handling or disposal. For this contract, roadway salt will have to be swept up when required.

C.5. Services to be Provided – Sweeping at bridges no on scheduled routes.

C.4.1. This contract provides for twice-yearly sweeping along bridge parapets/railings for those bridges not included on Tables I and II. This item shall be used at the discretion of the DEPARTMENT according to need and finances. The quality of work shall be the same as that required for the schedule sweeping, as described above in Section 202.

C.6. Contractor's Personnel

C.6.1. All CONTRACTOR's personnel shall wear clean uniforms with the CONTRACTOR's name and/or logo. The CONTRACTOR's employees, officers, agents and subcontractors shall at no time identify themselves as being employees of the STATE. Contract personnel shall wear appropriate safety clothing that satisfies the Manual of Uniform Traffic Control Devices.

C.6.2. All equipment shall be fully operational, properly tagged, and identified with the CONTRACTOR's name and/or logo.

C.6.3. All employees driving the CONTRACTOR's sweepers shall at all times possess and carry a valid Oklahoma Commercial Vehicle Operator's License.

C.6.4. The CONTRACTOR agrees to utilize only experienced, responsible and capable people in the performance of the work. 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.

C.7. Contractor's Equipment

C.7.1. The sweepers shall be a high-powered vacuum sweeper, and shall employ water for dust control. The CONTRACTOR shall be responsible for all arrangements and expenses necessary to procure this water. Mechanical brooms shall NOT be a part of a sweeping train, due to the dust that would be generated.

C.7.2. Past experience has shown that the CONTRACTOR will need at least three late-model sweepers to keep up with the schedule. Therefore, this contract will require the CONTRACTOR to have at least three sweepers that meet specification. This contract specifies that these three sweepers also be no more than 3 years old (as of the bid opening date) OR have been rebuilt/reconditioned by the factory or other reputable service facility within 3 years prior to the bid opening date.

C.8. Experience

C.8.1. CONTRACTOR must have at least five years of experience in highway sweeping contracts totaling at least \$5,000,000 in order to qualify for this CONTRACT.

C.9. Qualification

C.9.1. CONTRACTOR must submit for approval all of his qualifications of experience to the DEPARTMENT for review and approval as outlined in C.8 (or Appendix A, Section 206). The CONTRACTOR also must submit to an inspection of equipment as outlined in C.7. (or Appendix A, Section 205. CONTRACTOR qualification will be a factor in making an award.

C.10. Additional Services (Incident Management)

C.10. THE CONTRACTOR will be required under this portion of the contract to perform additional duties at no cost to the DEPARTMENT. Lost time, performance or production due to these requirements are not recoverable. Since the sweeping crew will be required to work nights it is advantageous to the DEPARTMENT and other emergency responders for the sweeping crew to be able to be first responders to incidents and other after hours emergencies on our interstates. This crew must be equipped with a local cellular phone and be able to respond to debris in the roadway and or set traffic control on incidents. The AATSA certified traffic control supervisor will be required to respond to those incidents requiring lane closures. The sweeping crew must be equipped with an arrow board, and enough reflective cones and lane closure signs to handle a typical incident on the interstate. It will be up to the DEPARTMENT to determine if this crew is equipped efficiently , should the CONTRACTOR not adhere to these requirements it shall be considered a serious breach of contract. Response time for this crew shall be 25 minutes to anywhere within a 20 mile radius of the Division 4 Annex. CONTRACTOR could be assessed penalties of \$500 per 15 minute period in excess of time requirements.

D. EVALUATION

D.1.0. Evaluation Criteria

D1.1. This Solicitation will be awarded based upon lowest and best criteria.

D.1.1.1 Cost

D.1.1.2 Supplier's ability to meet the Requirements in Section C (including Qualifications).

D.1.1.3 References

D.1.1.4 Submittal of bid bond as stated in B.2.

D.1.2. Contractors should refer to Section C.9. 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	
Tuesday, May 19, 2020, by 3:00 PM	Written Questions
Tuesday, May 26, 2020, by 3:00 PM	Responses to Questions Posted on Website
Thursday, June 4, 2020, 4:00 PM	Solicitation Closes

E.2.0. Bidding Procedure

E.2.1. Modification, Withdrawal or Cancellation of Responses

E.2.1.1 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.2.1.2 Bid Security, if any is required, shall be in an amount of \$5,000.00.

E.2.2. Submission of Responses

E.2.2.1 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.2.2.2 The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.

E.2.2.3 Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.

E.2.2.4 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 Solicitation Request 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 Tuesday, May 19, 2020 by 3:00 P.M. Questions must be writing and are to be sent to the CPO's attention listed on the solicitation. Questions 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 – Scope of Services - Specifications

G.4.2. Appendix B – Solicitation Request Form

H. PRICE AND COST

H.1. Pricing Submission

H.1.1. Vendors are to submit pricing using the Solicitation Request Form (Appendix B).

**APPENDIX A
SCOPE OF SERVICES
“HIGHWA SWEEPING”
OKLAHOMA DEPARTMENT OF TRANSPORTATION
STATEWIDE CONTRACT
ODOT DIVISION 4, ROUTINE MAINTENANCE
OKLAHOMA and CANADIAN**

Revised 4/7/20

SECTION 100. PURPOSE OF THE CONTRACT

- 100.1) PRODUCT AND SERVICE JUSTIFICATION:** Per 74 O.S. § 85.4.E.2., I hereby certify that the service(s) requested on the attached requisition complies with the following:
- a) no employee of the state agency is able and available to perform the services to be provided pursuant to the contract,
 - b) the state agency shall receive, review, and accept a detailed work plan from the supplier for performance pursuant to the contract if requested by the Oklahoma Department of Transportation Procurement Manager (ODOT Procurement Manager),
 - c) the state agency has developed, and fully intends to implement, a written plan providing for the assignment of specific state agency personnel to:
 - 1) monitoring and auditing supplier performance,
 - 2) the periodic review of interim reports, or other indications of past performance, and,
 - 3) if requested by the ODOT Procurement Manager, the ultimate utilization of the final product of the nonprofessional or professional services,
 - d) the work to be performed under the contract is necessary to the state agency's responsibilities, and there is statutory authority to enter into the contract,
 - e) the contract will not establish an employment relationship between the state or the state agency and any persons performing under the contract,
 - f) no current state employee will engage in the performance of the contract, unless specifically approved by the ODOT Procurement Manager,
 - g) the purchase of the nonprofessional or professional services is justified, and
 - h) the contract contains provisions that are required by Section 85.41 of this title.

The justification for such nonprofessional or professional service(s) in accordance with section “g,” above is as follows:

Agency Contract for ROUTINE GENERAL SWEEPING MAINTENANCE WITHIN OKLAHOMA AND CANADIAN COUNTY. The reduction in State forces has left ODOT (Oklahoma and Canadian Co.) without manpower or machinery to resume normal routine maintenance responsibilities. This contract is essential to provide service to the traveling public necessary.

NOTE: This Contract is for services, in accordance with 74 O.S. Section 85.4.E.1 and in accordance with Section 85.12.B.3.

SECTION 200. LOCATION OF SERVICE

- 200.1** This contract applies for the herein specified sweeping services for interstate and state routes within Oklahoma, and Canadian Counties, unless otherwise specified by the DEPARTMENT.
- 200.2** This contract requires a scheduled sweeping of specified routes, as tabulated in Tables I and II. Furthermore, this contract provides for twice-yearly sweeping along bridge parapets/railings for those bridges not included on Tables I and II, as tabulated in Table III.

SECTION 201. SERVICES TO BE PROVIDED – Scheduled Sweeping

- 201.1** Sweeping will be according to the attached sweeping schedule. **This contract is for an estimated scheduled minimum of 3772.20 shoulder-miles and additional scheduled minimum of 400 (revise to reflect total miles) upon request,** based on the desired sweeping schedules described in Tables I and II. Table I summarizes the sweeping schedules, with Table II itemizing the locations for each route. Each area is divided up into several routes, with each route being further divided into “Mainline” and “Side street Ramps”. The required sweeping frequency is given at the top of Table II. Because this is a non-binding contract, the DEPARTMENT does NOT guarantee a minimum; however, it is the DEPARTMENT’s intention to utilize the full quantity for scheduled sweeping, unless a fiscal emergency was to dictate otherwise.
- 201.2** The expressways in Oklahoma and Canadian Counties have been divided into routes, and each route is divided into “Mainline” and “Side street Ramps”, with tabulated shoulder-miles for one cycle of each. For any given routes, one complete cycle shall be finished before payment will be made, with payment being for the tabulated “pay quantity” shoulder-miles given on the sweeping schedule. The CONTRACTOR should not bill DEPARTMENT until entire cycle is complete, not just the route.
- 201.3** In addition to the attached sweeping schedule, the CONTRACTOR may be called upon to sweep additional locations and/or to perform additional sweeping of schedule locations, when called upon by the DEPARTMENT. The bid sheet allows for an estimated 392 shoulder-miles of additional scheduled sweeping not presently scheduled in Tables I and II.
- 201.4** The DEPARTMENT may modify the sweeping schedule as needed, and will accept or reject the CONTRACTOR’s work. Inspection will be carried out on the next normal work day (i.e. Monday through Friday, excluding holidays) following completion of sweeping. Sweeping performed on Friday through Sunday will be inspected on the following Monday. Failure to correct substandard work will result in no payment. If the DEPARTMENT waives this inspection, the CONTRACTOR is relieved of remedial action. The DEPARTMENT is not required to be present during the actual sweeping. CONTRACTOR must notify the DEPARTMENT by electronic or faxed location of nightly sweeping for inspection.
- 201.5** The tabulated shoulder-miles from Table I for each completed cycle of “mainline” or “side street ramp” shall be the basis for billing from the CONTRACTOR. When the DEPARTMENT places a sweeping order for additional non-scheduled sweeping (using the pay item for sweeping per shoulder-mile), a list will be provided of individual job sites and the shoulder-miles for each site, to the nearest hundredth of a mile, which shall be the basis for billing from the CONTRACTOR. Should the CONTRACTOR disagree with any particular mileage, that disagreement shall be worked out with the DEPARTMENT prior to performing the work.
- 201.6** **Once one completed cycle of sweepings is completed with no objection from the CONTRACTOR, then the DEPARTMENT will consider the sweeping schedule quantities to be satisfactory and will not make any adjustments to the schedule.** Should the CONTRACTOR disagree with the “pay quantity” shoulder-mileage given on the sweeping schedule, the DEPARTMENT will review the disputed item and all the other items as well, to see if there is a net discrepancy, and will make an adjustment if warranted. The DEPARTMENT retains the right to correct any erroneous sweeping mileage.
- 201.7** Width of expressway sweeping will be variable, and will be from the traffic edge line to either a barrier wall, bridge parapet, outer wall or functioning curb. For the sweeping schedule in Table II, it is to be understood by the CONTRACTOR that for any given route, ALL encountered elements are to be swept, even though the sweeping schedule may not specify the exact type of barrier that is to be swept against.
- 201.8** In some areas, the extent’s requiring double sweeping, since there are present two elements requiring sweeping, (e.g., a curb and a barrier wall behind the curb). These extents are denoted in Table II. Separate payment will be made for both required passes, in those double-sweeping extents.

- 201.9** Other than those specified locations requiring double sweeping, payment shall be made only once per any given location regardless of the number of passes required to satisfactorily complete the sweeping operation.
- 201.10** Although this contract is designed for sweeping against curbs, barrier walls or other elements, there is one exception: from gore point to ramp gore point behind the curb on the north leg of I-44, from I-35 to NW 39th Expressway, the schedule requires that the mainline I-44 asphalt shoulder be swept at the I-235 junction (i.e. Broadway Extension), adjacent to the straight-a-way lanes. (There are no curbs here.)
- 201.11** The “side street ramp” shoulder-miles reflects the total length of all curbed edges adjoining the ramps. The ramps end when the ramp terminates at a street or service road or at the gore point if the ramp merges into a service road. In some cases, as noted on the schedule, an inside curb may be swept further. The quantities also take into account any flared Y’s or islands. Also, by way of clarification, a ramp was considered to “officially” leave/enter the expressway at the concrete bullet nose (or equivalent); this means that anything adjacent to the merge apron is considered “mainline” and is to be swept accordingly.
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 - c) The DEPARTMENT is empowered to shut down any contracted operation that is unsafe. The STATE will NOT be liable for the CONTRACTOR's expense associated with such a shutdown, nor will be liable for CONTRACTOR's expense necessary to come into safety compliance.
- 201.21** The CONTRACTOR shall remove all debris clogging any inlet grates, when encountered during sweeping operations. **The contractor must be prepared to lift grates and physically clean out inlet if he believes them to be stopped up or is instructed by the DEPARTMENT that there may be a problem at this location.**
- 201.22** The sweeping CONTRACTOR may encounter construction zones. The CONTRACTOR will NOT be expected to sweep within an active work zone, where construction is actively underway. However, the CONTRACTOR will be expected to sweep in the transitional areas adjacent to the work zone, and may have to temporarily move drums and signs so as to accommodate his sweeping equipment and restore them immediately back to their original location.
- 201.23** **VEGETATION REMOVAL:** Along any sweeping extent, the CONTRACTOR shall remove any vegetation growing in cracks within sweepers path. This unwanted volunteer growth may include trees, saplings, and other unwanted grass such as may be found along barrier walls. The costs of vegetation removal and any herbicide spraying shall be considered included in the price bid per shoulder-mile of sweeping. CONTRACTOR must have or obtain any necessary licenses from the State for any herbicide application.

SECTION 202. SERVICES TO BE PROVIDED – emergency sweeping

- 202.1** For emergency-response sweeping, payment will be per equipment-hour cost for the following equipment:
- a) Sweeper w/ Arrow Board, with Operator(s)
 - b) Pickup Truck with Driver and Laborer
 - c) Shadow Vehicle w/ Crash Attenuator and Arrow Board, with Operator(s)

Payment will be the equipment-hour cost times the number of equipment used for each category. The equipment-hours shall include time spent on the job site as well as travel time from the CONTRACTOR's designated local yard, and are to be rounded off to the nearest half-hour.

- 202.2** Response time shall be within one (1) hour from notification from the DEPARTMENT.
- 202.3** The intent of this emergency-response sweeping is to finish clean-up at accident sites, and would involve debris as would be expected from vehicle accidents and overturned trucks. Other parties will remove vehicles and bulky debris prior to contract sweeping by the CONTRACTOR. Although it is the DEPARTMENT's desire that these other parties

clean-up the accident site as thoroughly as possible, the DEPARTMENT cannot make guarantee to the sweeping CONTRACTOR as to the amount nor nature of any remaining debris.

- 202.4** The CONTRACTOR shall not be required to handle hazardous materials, which will be defined as regulated materials requiring special handling or disposal. For this contract, roadway salt will have to be swept up when required.

SECTION 203. SERVICES TO BE PROVIDED – Sweeping at bridges not on scheduled sweeping routes

This contract provides for twice-yearly sweeping along bridge parapets/railings for those bridges not included on Tables I and II. This item shall be used at the discretion of the DEPARTMENT according to need and finances. The quality of work shall be the same as that required for the schedule sweeping, as described above in Section 202.

SECTION 204. CONTRACTOR'S PERSONNEL

- 204.1** All CONTRACTOR's personnel shall wear clean uniforms with the CONTRACTOR's name and/or logo. The CONTRACTOR's employees, officers, agents and subcontractors shall at no time identify themselves as being employees of the STATE. Contract personnel shall wear appropriate safety clothing that satisfies the Manual of Uniform Traffic Control Devices.
- 204.2** All equipment shall be fully operational, properly tagged, and identified with the CONTRACTOR's name and/or logo.
- 204.3** All employees driving the CONTRACTOR's sweepers shall at all times possess and carry a valid Oklahoma Commercial Vehicle Operator's License.
- 204.4** The CONTRACTOR agrees to utilize only experienced, responsible and capable people in the performance of the work. 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 205. CONTRACTOR'S EQUIPMENT

- 205.1** The sweepers shall be a high-powered vacuum sweeper, and shall employ water for dust control. The CONTRACTOR shall be responsible for all arrangements and expenses necessary to procure this water. Mechanical brooms shall NOT be a part of a sweeping train, due to the dust that would be generated.
- 205.2** Past experience has shown that the CONTRACTOR will need at least three late-model sweepers to keep up with the schedule. Therefore, this contract will require the CONTRACTOR to have at least three sweepers that meet specification. This contract specifies that these three sweepers also be no more than 3 years old (as of the bid opening date) OR have been rebuilt/reconditioned by the factory or other reputable service facility within 3 years prior to the bid opening date.

SECTION 206. EXPERIENCE

CONTRACTOR must have at least five years of experience in highway sweeping contracts totaling at least \$5,000,000 in order to qualify for this CONTRACT.

SECTION 207. QUALIFICATION

CONTRACTOR must submit for approval all of his qualifications of experience to the DEPARTMENT for review and approval as outlined in Section 206. The CONTRACTOR also must submit to an inspection of equipment as outlined in Section 205. CONTRACTOR qualification will be a factor in making an

award.

SECTION 208. Additional Services (Incident Management)

THE CONTRACTOR will be required under this portion of the contract to perform additional duties at no cost to the DEPARTMENT. Lost time, performance or production due to these requirements are not recoverable. Since the sweeping crew will be required to work nights it is advantageous to the DEPARTMENT and other emergency responders for the sweeping crew to be able to be first responders to incidents and other after hours emergencies on our interstates. This crew must be equipped with a local cellular phone and be able to respond to debris in the roadway and or set traffic control on incidents. The AATSA certified traffic control supervisor will be required to respond to those incidents requiring lane closures. The sweeping crew must be equipped with an arrow board, and enough reflective cones and lane closure signs to handle a typical incident on the interstate. It will be up to the DEPARTMENT to determine if this crew is equipped efficiently, should the CONTRACTOR not adhere to these requirements it shall be considered a serious breach of contract. Response time for this crew shall be 25 minutes to anywhere within a 20mile radius of the Division 4 Annex. CONTRACTOR could be assessed penalties of \$500 per 15 minute period in excess of time requirements.

Table I

SUMMARY OF SWEEPING SCHEDULES

R O U T E #	MAINLINE / SIDE STREET RAMPS	MAINLINE SHOULDER- MILE PER CYCLE	SIDE STREET RAMPS SHOULDER- MILE PER CYCLE	Cycle Per Year	TOTAL SHOULDER- MILE PER YEAR
1A	MAINLINE	76.22		12	914.64
1B	SIDE STREET RAMPS		23.24	12	278.88
2A	MAINLINE	55.20		12	662.40
2B	SIDE STREET RAMPS		23.90	12	286.80
3A	MAINLINE	44.60		12	535.20
3B	SIDE STREET RAMPS		30.19	12	362.28
4A	MAINLINE	44.20		12	530.40
4B	SIDE STREET RAMPS		16.80	12	201.60

Mainline quantities include:

- a) ramps between interstates (e.g., at interchanges)
- b) sidestreet ramps which are to be swept at the same frequency as the mainline.

Notes:
 All Mainline (including interstate ramps to other interstates, and important sidestreet ramps); Ramps to Sidestreets; and the Crosstown Mainline and Ramps will be swept every 4 weeks [12 times/year]

Table II

Route 1

Extent: I-40 from Douglas Blvd. To just west of SH4 end of wall.

- 1) Route #1 - I-40 from Agnew Ave. To Canadian/Oklahoma County line and then further westward to just west of SH-4 / turnpike interchange. Excludes ramps at Jct. I-40 and I-44.

A) MAINLINE

Location (eb= east bound, etc.)

1	Center barrier from just west of Agnew, to I-40/I-44 Jct., eb and wb
2	Outside barrier at creek bridges, east of May
3	Outside barrier at May Avenue, eb and wb
4	I-40 West Gorepoint @ Rockwell and Council (shoulder between Gore point)
5	Bridge, wb I-40 over I-44
6	Bridge, eb I-40 over I-44
7	Bridges at Portland, eb and wb
8	Bridges at Meridian, eb and wb
9	Bridges at Mac Arthur, eb and wb
10	Bridges at N. Canadian River, eb and wb

TABLE II

ROUTE #1, continued

B) SIDESTREET RAMPS (all along I-40)

Location (eb= east bound, etc.)

1	wb on-ramp from Portland
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2	eb off-ramp to Portland
3	wb off-ramp to Meridian
4	wb on-ramp from Meridian
5	eb on-ramp from to Meridian
6	eb on-ramp from Meridian
7	wb off-ramp to Mac Arthur
8	wb on-ramp from Mac Arthur
9	eb off-ramp to Mac Arthur
10	eb on-ramp from Mac Arthur
11	wb off-ramp to Rockwell
12	wb on-ramp from Rockwell
13	eb off-ramp to Rockwell
14	eb on-ramp from Rockwell
15	wb off-ramp to Council
16	wb on-ramp from Council
17	eb off-ramp to Council
18	eb on-ramp from Council
19	wb on-ramp from Morgan Rd.
20	wb off-ramp from I-40 to Morgan
21	eb off-ramp from I-40 to Morgan
22	eb on-ramp from Morgan to I-40

TABLE II

ROUTE #1

4) **Route #1** – I-40 from east end of Crosstown to just west of Agnew Ave. (Crosstown runs from just west of Lincoln Blvd., to just west of I-40 overpasses over Western Avenue)

A) **MAINLINE**

Location (eb= east bound, etc.)

1	Crosstown, eb and wb
2	Additional quantity for the double sweeping extents in item #1
4	wb off-ramp to Robinson
14	Additional quantity from double sweeping on ramps
15	I-40 from west end of Crosstown to just west of Agnew Avenue

NOTE: All Crosstown mainline shoulders are double-shoulders (i.e., curb and wall). Both are to be swept each time. Also, all ramps (except #3 above) have a curb next to an outer wall, with a narrow raised section between the curb and wall; both are to be swept each time.

B) **SIDESTREET RAMPS**

Location (eb= east bound, etc.)

1	wb off-ramp to Western
2	eb off-ramp to Western
3	wb on-ramp from western
6	eb off-ramp to Penn
7	wb on-ramp from Penn
8	eb off-ramp to Agnew/Villa
9	eb on-ramp from Agnew/Villa
10	wb off-ramp to Agnew/Villa
11	wb on-ramp from Agnew/Villa

ROUTE #1

Route #1 – I-40 from east end of Crosstown (just west of Lincoln Blvd.) to Hruskocy Gate (Exit 157A), Midwest City. Includes ramps at Jct. I-40 and I-35 (Fort Smith Jct.) And Jct. I-40 and I-35 / I-235 (Dallas Jct.).

A) MAINLINE

Location (eb= east bound, etc.)

1	I-40 eb bridge over I-235 Jct.
2	wb on-ramp from Eastern to I-40 (curb and parapet, to gore point)
3	eb off-ramp from I-40 to eastern (curb and parapet, from gore point)
4	eb I-40 from west of Eastern Avenue to Scott Drive (where outer parapet ends)
5	wb I-40 from Scott Drive to west of Eastern (includes long outer parapet west of Eastern Ave.)
6	Ramp, wb I-40 to nb I-35 (to split in centerwall)
7	Ramp, sb I-35 to eb I-40
8	Ramp, sb I-35 to wb I-40
9	Ramp, eb I-40 to nb I-35
10	Ramp, sb I-35 to wb Reno Avenue
11	Ramp, eb on-ramp from Eastern to nb I-35
12	I-40 center barrier, eb and wb, from Scott Drive to Hruskocy Gate
13	Outside barrier, Scott Drive, wb
14	Outside barrier, Sunny Lane Road, eb and wb
15	Outside barrier, SE 15 th Street, eb and wb
16	Outside barrier, Sooner Road, eb and wb
17	Outside barrier, Hudiburg Drive, eb and wb
18	Outside barrier, SE 29 th Street, eb and wb
19	Outside barrier, Air Depot, eb and wb
20	eb I-40 under Douglas Avenue
21	wb I-40 under Douglas Avenue
22	Misc. Curbs at gore point

NOTE: Within the I-35 / I-40 "Ft. Smith" Jct., there are one-lane transition areas paved with asphalt and lined with temporary barriers; the CONTRACTOR is not scheduled to sweep these areas. However, there are transition areas with extra-wide shoulders and/or at least two lanes of traffic available to motorists; these ARE to be swept. Ask ODOT for clarification, if needed. Due to on-going construction in this interchange, the transition areas are subject to constant change.

TABLE II

ROUTE #1, continued

B) SIDESTREET RAMPS

Location (eb= east bound, etc.)

1	eb on-ramp at Scott Drive
2	eb off-ramp to Scott Drive
3	wb off-ramp to Scott Drive
4	wb on-ramp at Scott Drive
5	wb off-ramp extension to Reno Avenue
6	eb off-ramp to Sunny Lane
7	eb on-ramp from Sunny Lane
8	wb off-ramp to Sunny Lane
9	wb on-ramp from Sunny Lane
10	eb off-ramp to SE 15 th Street
11	eb on-ramp from SE 15 th Street
12	wb off-ramp to SE 15 th Street
13	wb on-ramp from SE 15 th Street
14	eb off-ramp to Sooner Road
15	eb on-ramp from Sooner Road
16	wb off-ramp to Sooner Road
17	wb on-ramp from Sooner Road
18	eb off-ramp to Hudiburg Drive
19	wb off-ramp to Hudiburg Drive
20	wb on-ramp from Hudiburg Drive

21	eb off-ramp to Air Depot
22	eb on-ramp from Air Depot
23	wb off-ramp to Air Depot
24	wb on-ramp from Air Depot
25	eb off-ramp to Eckers Gate
26	eb on-ramp from Eckers Gate
27	wb off-loop to Eckers Gate
28	wb on-loop from Eckers Gate
29	eb off-ramp to Hruskocy Gate
30	eb on-ramp from Hruskocy Gate
31	wb off-ramp to Hruskocy Gate
32	wb on-ramp from Hruskocy Gate
33	off-ramp, eb I-40 to South Douglas Avenue
34	on-ramp, South Douglas Avenue to eb I-40
35	off-ramp, wb I-40 to North Douglas Avenue
36	all four loops at I-40 and Douglas Avenue
36	Straight-away lanes through Douglas Jct.

TABLE II

ROUTE #1

Route #1 - I-40 from Canadian / Oklahoma County Line, westward to just west of S.H.4 / turnpike interchanges. (Canadian County)

A) MAINLINE

Location (eb= east bound, etc.)

1	center median barrier in Canadian County at trnpke, eb and wb
2	north barrier wall in Canadian Co. @ turnpike, wb (side facing I-40 only)
3	south barrier wall in Canadian Co. @ turnpike, eb (side facing I-40 only)
4	Center median barrier in Canadian Co. @ turnpike, eb and wb

5	North barrier wall in Canadian Co. @ turnpike, wb (side facing I-40 only)
6	South barrier wall in Canadian Co. @ turnpike, eb (side facing I-40 only)
7	Bridge over creek west of Portland eb

B) SIDESTREET RAMPS

Location (eb= east bound, etc.)

1	Ramps at Morgan Road
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Extent: I-44 from I-35 to I-240

Route #2 - I-44 from NW 39th Expressway to Jct. I-240.I-44. Includes ramps at NW 39th Expressway Jct.; includes ramps at Jct. I-44/I-40.

A) MAINLINE

Location (eb= east bound, etc.)

1	Bridges over park road wouth of NW 36 th St., nb and sb
2	Center barrier between approx. NW 6 th St. And NW 39 th St., nb and sb
3	Outside curbs between 26 th and 10 St., nb and sb
4	Bridge over Sheridan, nb and sb
5	Bridges over Reno, nb and sb
6	Bridge and Parapets, sb I-44 under I-40
7	Bridge and Parapets, nb I-44 under I-40
8	Ramp, wb I-40 to sb I-44
9	Ramp, nb I-44 to wb I-40
10	Ramp, eb I-40 to nb I-44
11	Ramp, sb I-44 to eb I-40
12	Bridges over Canadian River, nb and sb
13	Bridges over SW 15 th , nb and sb
14	Bridges over creek, nb and sb
15	Outside curbs beneath SW 29 th St., nb and sb
16	Bridges just north of Airport turnoff
17	Bridges and Parapets, sb I-44 from SW 44 th St. To South of Airport turnoff

18	Bridges and Parapets, nb I-44 from South of Airport turnoff, to SW 44 th Street
19	Bridge / Curb, eb Airport Road to nb I-44
20	Bridge, eb Airport Road to sb I-44
21	Bridge and Parapets, sb I-44 over SW 59 th Street
22	Bridge and Parapets, nb I-44 over SW 59 th Street
23	I-44 bridges over I-240 (nb I-44; wb I-240 to sb I-44)
24	Parapet, nb I-44 between overpass over I-240 and exit 116A
25	4 short parapet sections on sb and nb I-44 in I-240 interchange are
26	Bridge, curb and parapets, nb I-44 over exit 116A
27	Curb, exit ramp 1A (wb I-240 to sb I-44)
28	Curb, exit ramp 115 (nb I-44 to eb I-240)
29	I-44 to ramp Airport Road

Note: center median barrier at I-240 interchange has been included with Route #2.

TABLE II

ROUTE #2, continued

B) SIDESTREET RAMPS

Location (eb= east bound, etc.)

1	nb off-ramp to NW 36 th
2	sb on-ramp from NW 36 th
3	nb off-ramp to NW 23 rd
4	nb on-ramp from NW 23 rd
5	sb off-ramp to NW 23 rd
6	sb on-ramp from NW 23 rd
7	nb off-ramp to eb NW 10 th
8	nb onramp from wb 10 th
9	sb off-ramp to wb 10 th
10	sb on-ramp from eb 10 th

11	nb off-ramp to wb 10 th
12	sb off-ramp to eb 10 th
13	nb on-ramp from eb 10 th
14	sb on-ramp from wb 10 th
15	nb off- and on-ramps, SW 15 th
16	sb off- and on-ramps, SW 15
17	nb of- and on-ramps, SW 29 th
18	sb off- and on-ramps, SW 29 th
19	nb off- and on-ramps, SW 44 th
20	sb off- and on-ramps, SW 44 th
21	nb on-ramp, SW 59 th
22	nb off-ramp, SW 59 th (exit 116A, both spurs and North to SW 59 th Street)
23	sb off- and on-ramps, SW 59 th

TABLE II

Route #2 – I-44 from Jct., I-35 to NE 39th Expressway. Start I-44 just west of I-35 ramps. End at intersection of St. Claire Avenue and NE 39th Expressway; includes ramps at that junction (except sb off-ramp from Hefner Parkway). Also, includes ramps at I-235 Jct.

A) MAINLINE

Location (eb= east bound, etc.)

1	bridges over Martin Luther King (wb and eb)
2	bridges over Grand Blvd., (wb and eb)
3	outside curb, wb I-44 before Kelley
4	bridges over Kelley (wb and eb)
5	center barriers between Kelley and I-235 (wb and eb)
6	outside curb or wall, between Kelley and Lincoln off-ramp, wb
7	wb off-ramp to Lincoln

8	wb on-ramp from Lincoln
9	eb off-ramp to Lincoln
10	eb on-ramp from Lincoln
11	center barrier between Lincoln and I-235, eb
12	I-44 through I-235 Jct. (includes outer asphalt shoulders between I-44 mainline and the straight-a-way lane curbs)
13	ramp, I-44 eb to I-235 sb
14	ramp, I-235 nb to I-44 eb
15	all loop ramps at I-235 / I-44 junction
16	straight-a-way lanes on I-44 .at I-235 junction
17	center barrier from NW Expressway off-ramp to Belle Isle Bridge (eb and wb)
18	outside wall, between Western Avenue and I-235, wb
19	bridges over Deep Fork Creek, between Western and I-235 (eb and wb)
20	outside wall, between Western and Belle Isle Bridge, wb
21	*I-44 (wb and eb) from east end of Belle Isle Bridge to intersection NW 39 th Expressway and St. Claire Avenue
22	ramp, I-44 wb to I-44 sb (at NE 39 th Expressway)
23	ramp, I-44 nb to NW 39 th Expressway sb
24	ramp, NW 39 th Expressway eb to I-44 sb
25	ramp, I-44 wb to Hefner Parkway nb
26	ramp, sb Hefner Parkway to eb I-44
27	ramp, eb I-44 to nb Hefner Parkway
28	curbs, nb and sb Hefner Parkway, Wilshire to I-44 junction
29	ramp, sb I-235 to wb I-44
30	ramp, wb I-44 to nb I-235 *US-77)

- (*) Of this 13.25 shoulder-miles, there are .59 shoulder-miles of double-shoulder (i.e. curb and outerwall) where I-44 passes beneath N. May Avenue. Both are to be swept.

TABLE II

ROUTE #2, continued

B) SIDESTREET RAMPS
Location (eb= east bound, etc.)

1	eb off- and on-ramps, MLK
2	wb off- and on-ramps, MLK
3	eb off- and on-ramps, Kelley
4	wb off- and on-ramps, Kelley
5	wb off-ramp to Western
6	wb on-ramp from Western
7	eb off-ramp to Western
8	eb on-ramp from Western
9	wb off-ramp to Classen
10	wb on-ramp over Deep Fork Creek
11	wb off-ramp to NW Expressway
12	*eb on-ramp from Classen
13	wb on-ramp from NW Expressway
14	eb I-44 on ramp from NW Expressway
15	eb off-ramp to NW Expressway / Classen
16	eb off- and on-ramps, Penn
17	wb off- and on-ramps, Penn.
18	eb off- and on-ramps, May
19	wb off- and on-ramps, May "new wall"
20	sb off-ramp, Hefner Parkway to wb NW 39 th Street
21	nb off-ramp, Hefner Parkway to NW 50 th Street

22	nb on-ramp, to Hefner Parkway from NW 50 th Street
23	sb off-ramp, Hefner Parkway to NW 50 th Street
24	sb on-ramp, to Hefner Parkway from NW 50 th Street
25	nb off-ramp, Hefner Parkway to SH-3
26	nb on-ramp, to Hefner parkway from SH-3
27	sb off-ramp, Hefner Parkway to SH-3
28	sb on-ramp, to Hefner Parkway from SH-3
29	nb on-ramp, to Hefner Parkway from NW 63 rd Street
30	sb off-ramp, Hefner Parkway to NW 63 rd Street

(*) Of this 0.61 shoulder-miles, there are 0.21 shoulder-miles of double shoulders (i.e. curb and outer wall). Both are to be swept.

TABLE II

Route #3
Extent: I-35 from 2nd to SE. 89th Oklahoma/Cleveland Co Line

Route #3 – I-35 from Jct. I-40 (including ramps) to SE 89th Street. Includes ramps at Jct. I-240.

A)MAINLINE

Location (eb= east bound, etc.)

1	ramp, wb I-40 to nb I-235
2	ramp, eb I-40 to nb I-235
3	ramp, sb I-235 to eb I-40
4	ramp, sb I-235 to wb I-40
5	I-35 sb from I-235 sb overhead sign at wb on-ramp to I-40 "matchline" to just north of SE 15 th Street (where center barrier meets sb lanes)
6	I-35 nb from just North of SE 15 th Street to "matchline"
7	nb I-35 from SE 89 th Street to on-ramp from SE 15 th Street
8	sb I-35 from off-ramp to SE 15 th Street to SE 89 th Street
9	loops at I-35 / I-240 Jct.

10	ramp, eb I-240 to sb I-35
11	ramp, nb I-35 to wb I-240
12	ramp, sb I-35 to wb I-240
13	I-35 straight-a-way lane at I-240 Jct., sb
14	I-35 straight-a-way lane at I-240 Jct., nb
15	I-35 South of SE 66 th Street, nb and sb (new area)

TABLE II

ROUTE #3, continued

B) SIDESTREET RAMPS

Location (eb= east bound, etc.)

1	sb off-ramp to SE 15 th Street
2	sb on-ramp from SE 15 th Street
3	nb off-ramp to SE 15 th Street
4	nb on-ramp from SE 15 th Street
5	sb off-ramp to SE 25 th Street
6	nb on-ramp from SE 25 th Street
7	sb on-ramp from SE 25 th Street
8	nb off-ramp to SE 29 th Street
9	sb off-ramp to Grand Blvd.
10	sb on-ramp from Grand Blvd.
11	nb off-ramp to Grand Blvd.
12	nb on-ramp from Grand Blvd.
13	sb off-ramp to SE 44 th Street

14	nb off-ramp to SE 44 th Street
15	nb on-ramp from SE 44 th Street
16	sb off-ramp to SE 51 st Street
17	sb on-ramp from SE 51 st Street
18	nb off-ramp to SE 51 st Street
19	sb off-ramp to SE 59 th Street
20	sb on-ramp from SE 59 th Street
21	nb off-ramp to SE 59 th Street
22	nb on-ramp from SE 59 th Street
23	sb off-ramp to SE 66 th Street
24	sb on-ramp from SE 66 th Street
25	sb off-ramp to SE 82 nd Street
26	nb on-ramp from SE 82 nd Street
27	On and off-ramp from SE 82 nd Street

TABLE II

Route #3 – I-35 from just south of 2nd street, Edmond to Jct. I-40 (where centerwall splits); excludes ramps at I-40. Includes ramps at Jct. I-44. (The Turnpike Authority takes care of all ramps and I-35 mainline at the junction of I-35 and the turnpikes.)

A) MAINLINE

Location (eb= east bound, etc.)

1	center barrier, 2 nd Street Edmond to Memorial Road (nb and sb)
2	outside of bridges, south of 2 nd Street (nb and sb)

3	outside curb nb, south of 122 nd Street (across from Frontier City)
4	outside curb sb, south of 122 nd Street (along side Frontier City)
5	bridge over Hefner, sb
6	bridge over Hefner, nb
7	bridge over creek, south of Hefner (nb and sb)
8	outer curb, nb I-40 from approximately Britton Road to Harrison Creek
9	bridge over Britton Road (nb and sb)
10	inside barrier, sb through I-44 Jct.
11	outside barrier, sb through I-44 Jct.
12	ramp, I-35 nb to I-44 wb
13	ramp, I-44 eb to I-35 nb
14	bridges over NE 50 th Street (nb and sb)
15	bridges over creek, south of NE 50 th (nb and sb)
16	outer wall, south of NE 50 th Street, nb
17	outer wall, between NE 36 th Street and NE 50 th Street off-ramp, nb
18	outer curbs, beneath NE 36 th Street (nb and sb)
19	bridges over Grand Blvd., (nb and sb)
20	outer walls, between NE 23 rd Street and NE 10 th Street (sb and nb)
21	center barrier, NE 23 rd Street to barrier split at Jc.t I-40 (sb and nb)

TABLE II

ROUTE #3, continued

B) SIDESTREET RAMPS

Location (eb= east bound, etc.)

1	nb off-ramp to 33 rd Street, Edmond
2	nb on-ramp from 3 rd Street
3	sb off-ramp to 33 rd Street
4	sb on-ramp from 33 rd Street
5	nb off-ramp to 15 th Street
6	nb on-ramp from 15 th Street
7	sb off-ramp to 15 th Street
8	sb on-ramp from 15 th Street
9	nb off-ramp from Memorial Road
10	nb on-ramp to Memorial Road
11	sb off-ramp to Memorial Road
12	sb on-ramp from Memorial Road
13	nb off-ramp to 122 nd Street
14	nb on-ramp from 122 nd Street
15	sb off-ramp to 122 nd Street
16	sb on-ramp to 122 nd Street
17	nb off-ramp to Hefner Road
18	nb on-ramp from Hefner Road
19	sb off-ramp to Hefner Road
20	sb on-ramp from Hefner Road
21	nb off-ramp to Britton Road

22	nb on-ramp from Britton Road
23	sb off-ramp to Britton Road
24	sb on-ramp from Britton Road
25	nb off-ramp to Wilshire Road
26	nb on-ramp from Wilshire Road
27	sb off-ramp to Wilshire Road
28	sb on-ramp from Wilshire Road
29	nb off-ramp to NE 63 rd Street
30	sb on-ramp from NE 63 rd Street
31	nb off-ramp to NE 50 th Street
32	nb on-ramp from NE 50 th Street
33	sb off-ramp to NE 50 th Street
34	sb on-ramp from NE 50 th Street
35	nb off-ramp to NE 36 th Street
36	nb on-ramp from NE 36 th Street
37	sb off-ramp to NE 36 th Street
38	sb on-ramp from NE 36 th Street
39	nb off-ramp to NE 23 rd Street (ramp ends at traffic circle)
40	nb on-ramp from NE 23 rd Street
41	sb off-ramp to NE 23 rd Street
42	sb on-ramp from NE 23 rd Street
43	sb on-ramp from Grand Blvd.
44	nb off-ramp to NE 10 th Street

ROUTE #3 (continued)

B) SIDESTREET RAMPS (continued)

Location (eb= east bound, etc.)

ROUTE #8 TOTAL CARRIED FROM PREVIOUS PAGE	
45	nb on-ramp from NE 10 th Street
46	sb off-ramp to NE 10 th Street
47	sb on-ramp from NE 10 th Street

Table II

Route #4

Extent: I-240 from I-35 to I-44 and I-235 from I-40 to I-44 then north on US77 to Memorial Rd.

Route #4 – I-240 from Jct. I-44 to I-35. Includes I-44 bridges over I-240, but no other ramps at the Jct.; excludes ramps at Jct. I-35

A) MAINLINE

Location (eb= east bound, etc.)

1	Center Barrier, entire length from I-44 just south of SW 59 th ., end just east of I-35 Jct., wb and eb
2	Outside barriers, May Avenue, eb and wb
3	Outside barriers, Penn Avenue, eb and wb
4	Outside barriers, Western Avenue, eb and wb
5	Outside barriers, Walker, eb and wb
6	Outside barriers, Santa Fe
7	Outside curbs beneath Shields, eb and wb
8	Outside barriers, bridges over I-35

B) SIDESTREET & RAMPS

Location (eb= east bound, etc.)

	wb off- and on-ramps, Shields
2	eb off- and on-ramps, Shields

3	wb off- to eb on-ramp, Santa Fe, including Texas "U" and entire inside curb
4	eb off- to wb on-ramp, Santa Fe, including Texas "U" and entire inside curb
5	wb off- to eb on-ramp, Walker, including Texas "U" and entire inside curb
6	eb off- to wb on-ramp, Walker, including Texas "U" and entire inside curb
7	wb off- to eb on-ramp, Western Avenue, including Texas "U" and entire inside curb
8	wb off- to wb on-ramp, Western Avenue, including Texas "U" and entire inside curb
9	wb off- to eb on-ramp, Penn Avenue, including Texas "U" and entire inside curb
10	eb off- to wb on-ramp, Penn Avenue, including Texas "U" and entire inside curb
11	wb off- to eb on-ramp, May Avenue, including Texas "U" and entire inside curb
12	eb off- to wb on-ramp, May Avenue, including Texas "u" and entire inside curb

TABLE II

Route #4 – US.77 (Broadway Extension) from I-44 to 33rd Street, Edmond

A) MAINLINE

Location (eb= east bound, etc.)

1	Center barriers, nb and sb, from NE 63 rd Street to Memorial
2	Outer curb or barrier wall, nb and sb, from NE 63 rd to Memorial

B) SIDESTREET RAMPS

Location (eb= east bound, etc.)s

1	on-and off-ramps, Texas turn-arounds nb and sb Wilshire
2	on-and off-ramps, nb and sb, at Britton Road
3	on-and off-raps, nb and sb, at Hefner Road
4	on-and off-ramps and loops, nb and sb, at 122 nd Street
5	on-and off-ramps ad loops
6	on-and-off ramps, Texas turn-rounds, at 63 rd Street

TABLE II

Route #4 – I-235 from Jct. I-44 to Jct. I-40. Start I-235 at start of center barrier, just north of Jct. I-44; exclude I-44 ramps. End at sb overhead sign, at wb off-ramp to I-40; exclude I-40 ramps.

A) **MAINLINE**

Location (eb= east bound, etc.)

1	center barrier, nb and sb
2	nb outside, barrier and curb
3	sb outside, barrier and curb

B) **SIDESTREET RAMPS**

Location (eb= east bound, etc.)

1	sb off-ramp to NE 50 th Street
2	sb on-ramps from NE 50 th Street
3	nb off-ramp to NE 50 th Street
4	nb on-ramp from NE 50 th Street
5	sb off-ramp to NE 36 th Street
6	sb on-ramp from NE 36 th Street
7	nb off-ramp to NE 36 th Street
8	nb on-ramp from NE 36 th Street

9	sb off-ramp to 23 rd Street (include inside curb to 23 rd Street)
10	sb on-ramp from 23 rd Street
11	nb off-ramp to 23 rd Street
12	nb on-ramp from 23 rd Street
13	sb off-ramp to 10 th Street
14	nb on-ramp from 10 th Street
15	nb off-and on-ramps, Harrison
16	nb off-ramp to Sheridan (Bricktown)
17	on- and off-ramps at Lincoln Blvd.

**Table III
Summary of Bridge Sweeping
(as described in section 203)**

County	Interstate or Non Interstate	# of Bridges	Total Bridge Shoulder Feet	Total shoulder miles
Oklahoma	Non Interstate	30	10,380.00	1.9
	I-40 east of Douglas Blvd. to Harrah Rd.	6	1,154.00	.2
	I240 from I40 split to Douglas Blvd.	8	1,188.00	.2
Canadian County	Non Interstate	30	21,626.00	4
	I40 from Kilpatrick Turnpike to exit 101	18	4,160.00	.8

Subtotal				7.1
Other sweeping as maybe specified by the Department of Transportation				5
Total Shoulders miles				12



SOLICITATION REQUEST

Appendix B

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

Vendor Information

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

Request Quote ID.	Date	Buyer	Page
3450004922	05/05/2020	Cheryl Emerson	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	05/07/2020 09:52 AM	06/04/2020 04:00 PM	

Requisition Number Reference: From Req ID - 3450032345

Ship To: DEPT OF TRANSPORTATION
DIV 4 ANNEX
5201 NE 122ND, BLDG 4005
EDMOND OK 73013

Bill To: Dept of Transportation
Div 4 HQ
PO Box 471
Perry OK 73077

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	72141003 / 1000013547 SERVICE: Sweeping for Interstate and Non-Interstate Highways	3600	DH		

Sweeping for Interstate and Non-Interstate Highways in Oklahoma and Canadian Counties

See Appendix A - Scope of Services in the attached Solicitation Package

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

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

F.O.B. DESTINATION: OKLAHOMACITY, OK

AGENCY REQ. # 21-4-0004
REQUISITION #: 3450032345
RFP#: 3450004922

ACCOUNT: 507400
OBJ CODE: 471200
OPER UNIT: 54091310

APPROVED BY SECRETARY OF TRANSPORTATION TIM J. GATZ 04/23/20

This is NOT AN ORDER

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

Authorized Signature

Sign Here