



1. Solicitation #: 3450004941 / 21-FM-0042

2. Solicitation Issue Date: 09/02/20

3. Brief Description of Requirement:

Scope of Work: State Entry Marker Restoration and Landscaping: Clean, restore, and landscape each marker site, including removal and disposal of all existing vegetation, hardscape (decorative rock, etc.). Power wash each marker and concrete borders.

Location: 29 Various locations around the State (See the attached Entrance Marker Location Spreadsheet and State Entry Marker Map)

The Solicitation is let 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. The subject line of the Email Response should include the Solicitation Number and Closing date & time.

4. Response Due Date<sup>1</sup>: 9/24/20

Time: 2:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**<sup>2</sup>:

U.S. Postal Delivery Address: 200 NE 21<sup>st</sup> Street  
Room 3C6

Oklahoma City, OK 73105

Common Carrier Delivery Address: See Above

Electronic Submission Address: cemerson@odot.org

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: 405-628-3318; Email: cemerson@odot.org

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

<sup>2</sup> 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 #** 3450004941 / 21-FM-0042

**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 Permit<sup>3</sup>:**

- 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](http://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.<sup>4</sup>

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

<sup>4</sup> 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 #: 3450004941 / 21-FM-0042

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.

A.9.4. 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](http://www.dhs.gov/E-Verify).

**A.29. Compliance with Applicable Laws**

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

**A.30. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

### **B.1.0. The Solicitation is let pursuant to Oklahoma Statute, Title 74, Section 85.12.B.3.**

### **B.2.0. Form of Contract Agreement**

**B.2.1.** A contract is to be used as the agreement between the Oklahoma Department of Transportation (Department) and the successful Contractor(s).

### **B.3.0. Response Documents**

#### **B.3.1. Copies**

**B.3.1.1** Vendors shall use complete sets of Response Documents obtained from the source indicated in the Solicitation for Responses.

**B.3.1.1** The Owner, in making copies of the Response Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

#### **B.3.2. Addenda**

**B.3.2.1** 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.3.2.2** Copies of the Addenda will be made available for inspection at the Department.

**B.3.2.3** 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.

**B3.2.4** Each Vendor shall acknowledge that all Addenda and Amendments were received, by signing the Addenda and Amendment Forms.

#### **B.3.3. Landscaping Warranty Bond**

**B.3.1** Awarded Contractor(s) will provide a Landscaping Warranty Bond to the Department in the amount of the total sums bid for all landscape items as evidence of warranty during the plant establishment period.

### **B.4.0. Insurance Requirements**

**B.4.1.** The Vendor shall carry on his work in accordance with the Worker's Compensation Act (85 O.S. § 1 et seq.) of the State of Oklahoma and shall not reject the provisions thereof during the life of the contract. A certificate of coverage must be returned with the contract.

**B.4.2.** General and Automobile Liability Insurance in the amount of not less than \$100,000/\$300,000, and Property Damage Insurance of not less than \$50,000/\$100,000 shall be carried by the vendor during the life of the contract. Certificates of such coverage must be returned with the contract.

**B.4.3.** Builder's Risk Insurance is required to be provided by the Vendor.

### **B.5.0. Labor**

**B.5.1.** The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.

**B.5.2.** There is no Federal funding for this project and Davis Bacon Wages do not apply for this project.

### **B.6.0. Waiver of Subrogation:**

**B.6.1.** Contractor shall be liable for any damages to the state marker locations located across the State of Oklahoma (See Appendices B and C).

**B.6.2.** Contractor will also be liable for damages caused by casualty occurrence, it being understood that Contractor shall repair such damages and look to its insurer for reimbursement and shall obtain from its insurer waiver of subrogation rights against the Oklahoma Department of Transportation.

### **B.7.0 Taxation Status**

**B.7.1. PLEASE BE ADVISED THAT ALL GOVERNMENTAL ENTITIES OF THE STATE OF OKLAHOMA, FEI 73-6017987 ARE EXEMPT FROM OKLAHOMA SALES OR USE TAXES PURSUANT TO TITLE**

**68, O.S. 2001, SECTION 1356(1). THEREFORE, DIRECT PURCHASES MADE BY A STATE ENTITY ARE EXEMPT FROM SALES TAX WHEREAS PURCHASES MADE BY A CONTRACTOR IN FULFILLING A STATE CONTRACT ARE TAXABLE TO THE CONTRACTOR.**

**B.8.0. Travel**

**B.8.1.** No reimbursable travel is contemplated under the terms of this contract.

**C. SOLICITATION SPECIFICATIONS**

**C.1.0. Definitions**

- C.1.1.** The Department or Division is the Oklahoma Department of Transportation, Procurement Division.
- C.1.2.** Response Documents include the Solicitation for Responses, these Instructions for Vendors, the Response Forms, other sample response forms, and any addenda issued prior to the receipt of Responses.
- C.1.3.** Addenda are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Response Documents by additions, deletions, clarifications, or corrections.
- C.1.4.** A Response is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Responding Documents.
- C.1.5.** The Base Response is the sum stated in the Response for which the Vendor offers to perform the work described in the Response Documents as the Base Response, to which work may be added or from which work may be deleted for sums stated in the Alternate Responses.
- C.1.6.** An Alternate Response (or Alternate) is an amount stated in the Response to be added or to be deducted from the amount of the Base Response if the corresponding change in the work as described in the Responding Documents is accepted.
- C.1.7.** The Consultant is the Licensed Architect,.
- C.1.8.** A Unit Price is an amount stated in the Response as a price per unit of measurement for materials or services as described in the Response Documents or in the proposed contract documents.
- C.1.9.** A Vendor or Contractor is a person or entity that submits a Response.
- C.1.10.** The Owner is the State of Oklahoma represented by the Department of Transportation.

**C.2.0. Scope of Project:**

**C.2.1.** This solicitation is for the restoration and landscaping of twenty-nine (29) state markers at various locations across the State of Oklahoma.

**C.3.0. Location of Project:**

**C.3.1.** Twenty-Nine (29) sites across the State of Oklahoma (See Appendices B & C).

**C.4.0. Specifications:**

**C.4.1.** Work to consist of cleaning, restoring, and landscaping each marker site, including removal and disposal of all existing vegetation, and hardscape (Decorative rock etc.). Power washing each marker and concrete borders.

If lighting exist on the site, upgrade existing lighting fixture to LED. If power is not available install a solar powered lighting fixture.

Completely landscape each site by installing weed barrier, drought resistant, low maintenance plants, ground cover vegetation, moss boulders and decorative stone or rock. Contractor to provide a list plant life and/or foliage capable of surviving the different climate conditions encountered around the State. The list must to be specific for each site. Contractor will guarantee plants and/or foliage will grow and survive for a period not less than 1 year. Provide a Landscaping Warranty Bond to the Department in the amount of the total sums bid for all landscape items as evidence of warranty during the plant establishment period. The cost of the bond will not be paid separately, but will be included in the costs of other bid items. Watering cost to be included in other items of work.

The Department will conduct interim inspections of all landscape items during the plant establishment period, as well as at the end of the plant establishment period. As part of the warranty to the Department, and at no cost to the Department, replace dead, dying, or unhealthy plants with plants of the same size and variety during the appropriate planting season. Healthy plants should have at least 85 percent of the canopy alive with leaves the appropriate size and color for the species.

At the end of the establishment period, the Department will release the Contractor from further warranty work and responsibility provided all plants are established and all previous warranty and remedial work, if any, has been completed to the satisfaction of the Department.

**D. EVALUATION**

**D.1.0. Evaluation Criteria**

- D1.1.** This Solicitation is a Request for a Proposal (RFP). Contractor responses for the purposes of this Solicitation are considered Responses and not Bids. The RFP will be evaluated on the following criteria: Overall Cost, Lead time to Provide Services, Past Performance/References, Level of Expertise and Compliance with Specifications.
- D.1.2.** Based upon response results, the Department may elect to award multiple locations or award all locations to one Vendor.
- D.1.3.** To be considered for award, each Vendor should have three (3) current references complete the Reference Questionnaire Form (Appendix C) and include the completed forms with the Response. A form is included with the solicitation document package. References should be for projects of similar scope and size and for non-ODOT projects.

**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.

**D.3.0. Restoration and Landscaping Period:**

- D.3.1.** Awarded contractor(s) will have one week to complete the work per site once a Notice to Proceed is issued. Total restoration and landscaping period per Contractor will be calculated by the number of awarded sites times one week. For example, if five sites are awarded, the project time would be five weeks for that Contractor.

**E. INSTRUCTIONS TO VENDOR**

**E.1.0. Important Information**

Important Dates	
Thursday, September 10, 2020, by 12:00 Noon	Written Questions
Wednesday, September 16, 2020, by 2:00 P.M.	Responses to Questions Posted on Website
Wednesday, September 24, 2020, 2:00 P.M. CST	Solicitation Closes

**E.1.1. Non-Mandatory Site Visits**

- E.1.1.** **There are no Non-Mandatory Site Visits** scheduled for this project. Contractors remain responsible for being familiar with the actual project locations.

## 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.2.2. Submission of Responses

**E.2.2.1** 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. The Subject Line of the Email should include the Solicitation Number and Closing Date & Time. This super cedes Sections E.2.2.2 and E.2.2.5 of the Solicitation Package.

**E.2.2.2.** All the copies of the Response and any other documentation required to be submitted with the Response shall be enclosed in a sealed, opaque envelope. The Response shall be addressed and delivered to the Oklahoma Department of Transportation, Purchasing Division, 200 NE 21<sup>st</sup> 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.

**E.2.2.3** The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.

**E.2.2.4** Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.

**E.2.2.5** *Oral, telephonic, or telegraphic or other forms of electronic Responses are invalid and will not receive consideration.*

## E.3.0. Consideration of Responses

**E.3.1.** Responses will be opened after the time set for receipt of Responses at the Department of Transportation. This Solicitation is an RFP and not a Request for Bid therefore only the names of the responding Vendors will be made public on the Department's website after the closing. Vendors may receive a copy of the response tabulation on the solicitation website after a Contract has been awarded.

## F. CHECKLIST

- \_\_\_\_\_ Completed Responding Bidder Information page
- \_\_\_\_\_ Completed and Signed Non-Collusion Certification page
- \_\_\_\_\_ Completed and Signed Solicitation Request and Response Forms (Appendix A)
- \_\_\_\_\_ Completed and Signed Addenda and Amendment Receipts
- \_\_\_\_\_ Provide three (3) References per Section D.1.3 of the Solicitation Package
- \_\_\_\_\_ Provide Sales Tax Permit # on Responding Bidder Information
- \_\_\_\_\_ Include explanation if claiming Oklahoma Sales Tax Permit Exception in response package
- \_\_\_\_\_ Read Section E.2.0 regarding the Non-Mandatory Site Visit
- \_\_\_\_\_ Read Section G.2 regarding communication during Solicitation Period
- \_\_\_\_\_ Read B.8.0 regarding Taxation Status
- \_\_\_\_\_ Read A.2.4 which related to the completion of the Pay Item Response Sheet regarding corrections made to the Pay Item Sheet
- \_\_\_\_\_ Include List(s) of plant life and/or foliage capable of surviving the different climate conditions encountered around the state for each location Contractor is providing a response.

\_\_\_\_\_ Include mandatory documents in the Vendor Response envelope

## **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 September 10<sup>th</sup>, 2020 by 12:00 P.M. Questions must be writing and are to be sent to the CPO's attention listed on the solicitation. Questions received after the deadline will not be answered.

### **G.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/Specifications

**G.4.2.** Appendix B – Pay Item Sheet / Entrance Markers

**G.4.3.** Appendix C – State Entry Marker Map

**G.4.3.** Appendix D – Response Form

**G.4.4.** Appendix E – Reference Questionnaire

**G.4.5.** Appendix F – List of Major Subcontractors

## **H. PRICE AND COST**

### **H.1. Pricing Submission**

**H.1.1.** Vendors are to submit pricing using the Pay Item Response Sheet (Appendix B). Vendors should sign and date the Response Form (included in Appendix D) and include it in their response package.

**H.1.2.** Vendors may submit pricing on locations on any number of locations from 1 to 25. An Alternate Response Option if available if Vendors elect to provide a lump sum price for all 25 locations.

SCOPE OF WORK/SPECIFICATIONS  
STATE ENTRY MARKER  
RESTORATION AND LANDSCAPING

Project Number: BSAP-299S(260)FM  
J/P: 34586(04)  
Locations: 29 Various location around the State.

Scope: Work to consist of cleaning, restoring, and landscaping each marker site, including removal and disposal of all existing vegetation, and hardscape (Decorative rock etc.). Power washing each marker and concrete borders.

If lighting exist on the site, upgrade existing lighting fixture to LED. If power is not available install a solar powered lighting fixture.

Completely landscape each site by installing weed barrier, drought resistant, low maintenance plants, ground cover vegetation, moss boulders and decorative stone or rock. Contractor to provide a list plant life and/or foliage capable of surviving the different climate conditions encountered around the State. The list must to be specific for each site. Contractor will guarantee plants and/or foliage will grow and survive for a period not less than 1 year. Provide a Landscaping Warranty Bond to the Department in the amount of the total sums bid for all landscape items as evidence of warranty during the plant establishment period. The cost of the bond will not be paid separately, but will be included in the costs of other bid items. Watering cost to be included in other items of work.

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At the end of the establishment period, the Department will release the Contractor from further warranty work and responsibility provided all plants are established and all previous warranty and remedial work, if any, has been completed to the satisfaction of the Department.



Solicitation 3450004941  
State Entrance Marker Landscaping & Restoration

Appendix B

**PAY ITEM SHEET**

PROJECT NUMBER: BSAP-2995(260)FM  
JOB PIECE NUMBER: 34586(04)  
LOCATION: 29 Various locations around the State

Division	County	Hwy	Sign Type	Electrical	Condition	Lat/Lon	Mobilization	Bonds & Insurance	Clearing & Grubbing	Electrical	Power Washing	Landscaping	Total
1	Sequoyah	SH-64	Granite	Yes	Good	36°24'04.5"N 94°28'45.3"W							
1	Sequoyah	I-40	Granite	Yes	Good	35°26'48.6"N 94°27'16.6"W							
2	Choctaw	US-271	Granite	Yes	Good	33°53'08.2"N 95°29'50.2"W							
2	Leflore	US-59	Granite	Yes	Good	34°42'27.8"N 94°27'37.8"W							
2	Leflore	US-271	Granite	Yes	Good	35°17'19.6"N 94°26'48.5"W							
2	McCurrian	US-70	Granite	Yes	Good	34°03'34.6"N 94°28'31.2"W							
4	Grant	US-81	Granite	Yes	Good	36°59'49.8"N 97°36'30.8"W							
4	Kay	US-77	Granite	Yes	Excellent	36°59'48.8"N 97°02'41.7"W							
4	Kay	I-35	Granite	Yes	Good	36°59'30.4"N 97°20'42.5"W							
4	Woods	US-281	Granite	Yes	Fair	36°59'32.2"N 98°39'12.0"W							
5	Beckham	I-40	Granite	Yes	Fair	35°13'35.8"N 99°59'59.2"W							
5	Harmon	US-62	Granite	Yes	Fair	34°40'54.0"N 100°00'00.5"W							
5	Jackson	US-283	Granite	Yes	Fair	34°26'33.7"N 99°20'00.1"W							
5	Roger Mills	SH-152	Granite	Yes	Fair	35°25'43.0"N 99°59'49.1"W							
5	Tillman	US-70	Granite	Yes	Good	34°13'09.0"N 99°04'47.7"W							
6	Cimarron	US-287	Granite	Yes	Fair	36°59'39.5"N 102°31'29.5"W							
6	Cimarron	US-56	Granite	Yes	Fair	36°31'23.3"N 102°59'57.2"W							
6	Cimarron	US-287	Granite	Yes	Fair	36°30'14.0"N 102°14'52.2"W							
6	Harper	US-183	Granite	Yes	Fair	36°59'54.8"N 99°37'47.2"W							
6	Texas	US-54	Granite	Yes	Good	36°59'26.9"N 101°00'39.7"W							
6	Texas	US-54	Granite	Yes	Fair	36°30'15.2"N 101°46'31.6"W							
7	Jefferson	US-81	Granite	Yes	Good	33°52'47.8"N 97°55'58.3"W							
7	Cotton	I-44	Granite	Yes	Fair	34°06'56.4"N 98°31'20.4"W							
7	Love	I-35	Granite	Yes	Good	33°43'57.9"N 97°09'12.4"W							
8	Delaware	US-59	Granite	Yes	Good	36°10'33.7"N 94°34'00.5"W							
8	Ottawa	US-60	Granite	Yes	Good	36°49'29.0"N 94°37'09.5"W							
8	Ottawa	I-44	Granite	Yes	Good	36°59'41.8"N 94°37'14.9"W							
8	Nowata	US-169	Granite	Yes	Good	36°59'56.5"N 95°37'15.3"W							
8	Washington	US-75	Granite	Yes	Fair	36°59'49.8"N 95°55'40.6"W							

Total Bid \$ \_\_\_\_\_

**ALTERNATIVE RESPONSE OPTION**

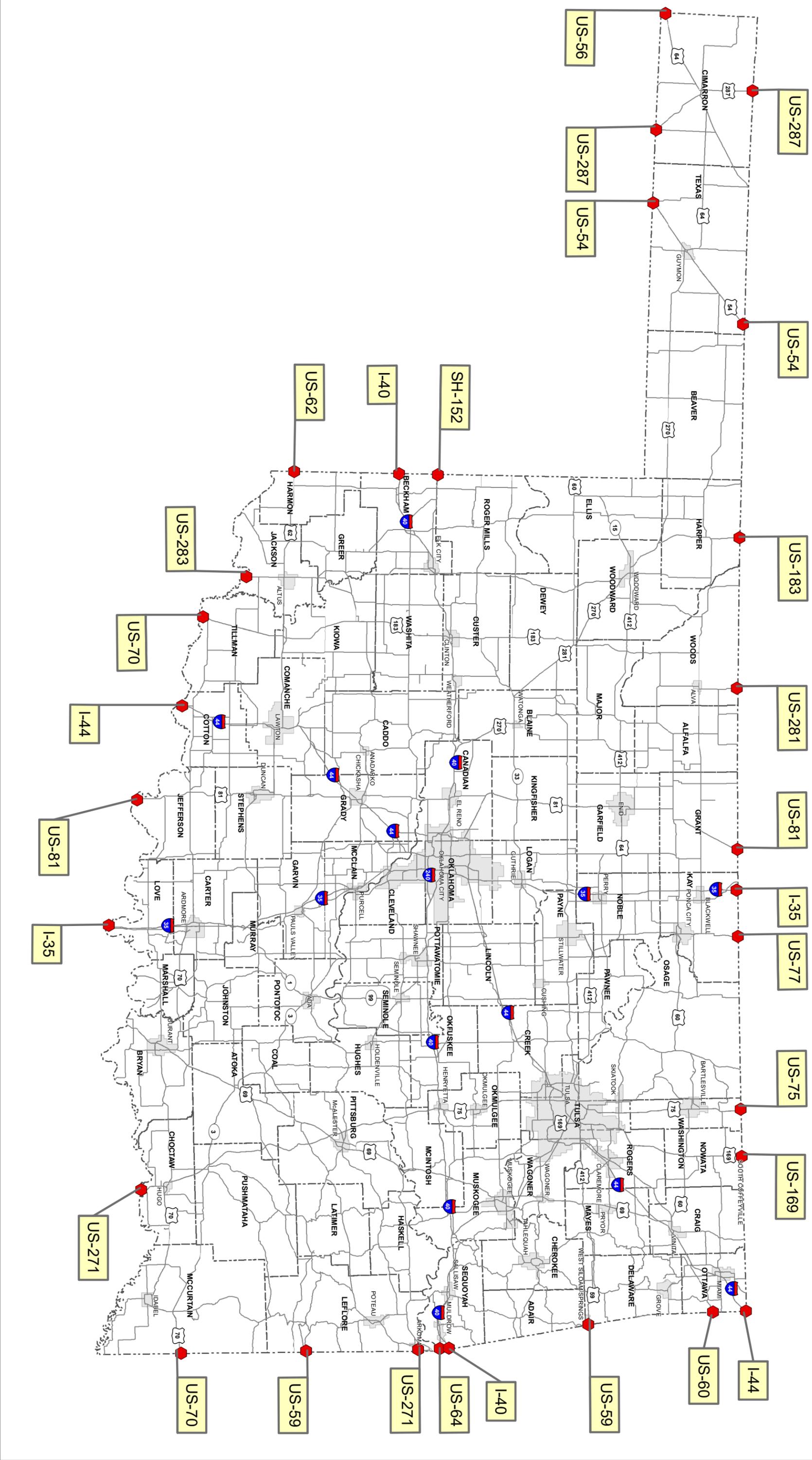
Total Bid \$ \_\_\_\_\_

**LUMP SUM BID FOR ALL TWENTY-FIVE LOCATIONS**

Below is a link to Google Maps containing each location

Google Map Link: <https://goo.gl/maps/3meQZeezCx6WZwH06>

Company Name \_\_\_\_\_



# Stone Entrance Signs

- Legend**
- ◆ Stone Entrance Sign
  - Highways
  - Urban Areas
  - Counties



# State Entrance Marker Landscaping & Restoration

Solicitation # 3450004941

Appendix D

## Response Form

Bidder Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone #: \_\_\_\_\_ FEI: \_\_\_\_\_

1. The undersigned, being familiar with the local conditions affecting the cost of the work, and the Contract Documents, including the Solicitation for Bids Notice, General Conditions, Special Conditions for Construction Contracts, Specifications, Plans and Addendum (if any), on file at the Oklahoma Department of Transportation, 200 NE 21<sup>st</sup> St, Room 3C6, Oklahoma City, OK 73105 and posted at the solicitation website; And in accordance with the provisions thereof, herby proposes to furnish all labor, materials and equipment necessary for the following, in accordance with the plans and specifications for Solicitation # 3450004941 for the sums listed.
2. In submitting the bid, it is understood that the right is reserved by the State of Oklahoma to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days after the date of closing of same. Work is to start within ten (10) days after receipt of Work Order Notice to Proceed.
3. If the bid exceeds \$50,000.00, it shall be accompanied by a certified check or cashier's check made payable to the State of Oklahoma, or a Corporate Surety Bond of a surety company duly authorized to do business in the State of Oklahoma, in the sum of five percent (5%) of the total amount of the bid (unless otherwise specified in the bid documents) which is submitted as bid security, conditioned upon the Bidder's entering into a contract with the State of Oklahoma in accordance with the terms of the bid. It is agreed that said bid security of the successful bidder will constitute liquidated damages, and not a penalty for the failure of the bidder to enter into a contract in accordance with this bid.
4. We propose to complete this work as outlined in Section D.3.1. of the Solicitation Package.

**Signature:** \_\_\_\_\_

**Reference Questionnaire**

This form should be completed by three (3) current references for projects of similar scope and scale and not ODOT Projects. Completed reference forms should be returned with bid documents in order to be considered for award of this project.

Reference Completed for: \_\_\_\_\_

Completed by (Company Name): \_\_\_\_\_

Completed by (Your Name): \_\_\_\_\_ Phone #: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Questions**

1. What was the scope of the project you obtained from the vendor?
2. What year(s) were the services performed (example: 2009-2011)?
3. What would you do differently the next time you undertake a similar contract?
4. Explain why you would, or would not, do business with this vendor again.

Using a scale where (0 is Poor, 2 is Fair, 4 is Good, and 5 is Excellent), please complete:

1. How would you rate the quality of the vendor's performance? \_\_\_\_\_
2. How would you rate the responsiveness of this vendor? \_\_\_\_\_
3. Did the vendor complete the work within the required timeline? \_\_\_\_\_
4. Did the vendor maintain communication with you? \_\_\_\_\_
5. Did the vendor keep you informed of problems that occurred? \_\_\_\_\_
6. Did you experience any problems with invoicing/billing accuracy? \_\_\_\_\_
7. Were any problems experienced dealt with to your satisfaction? \_\_\_\_\_
8. Was this vendor flexible in meeting your requirements? \_\_\_\_\_



Advancement  
of Construction  
Technology

# LIST OF MAJOR SUBCONTRACTORS (With Bid Documents)

Project: State Entrance Marker Restoration & Landscaping From (Contractor): \_\_\_\_\_

25 Locations around the State of Oklahoma Date: \_\_\_\_\_

To (A/E): \_\_\_\_\_ A/E Project Number: J/P 34586 (04); BSAP-299S(260)EM

Contract For: \_\_\_\_\_

List Subcontractors and Major Material Suppliers proposed for use on this Project as required by the Construction Documents. Attach supplemental sheets if necessary.

Section Number	Section Title Description of Scope of Work Firm	Address	Phone Number (Fax Number)	Contact
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Attachments

Signed by: \_\_\_\_\_

Date: \_\_\_\_\_

Copies:  Owner  Consultants  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  File