



1. Solicitation #: 3450004048

2. Solicitation Issue Date: December 5, 2012

3. Brief Description of Requirement:

Litter pickup along I-35 totalling 1,204 acres per month at the following locations:

- * I-35 from MM 60 N to McClain County Line
- * I-35 from Garvin County Line N to Cleveland County Line
- * SH-62 near Blanchard to 8/10 mile S of SH-130
- * I-44 from Jct I-44 & US 62 in Newcastle to Cleveland County Line
- * SH-9 at Riverwind Casino W to Jct of SH-62

QUESTION DEADLINE: DECEMBER 17, 2012 AT NOON. QUESTIONS MUST BE IN WRITING TO THE CONTRACTING OFFICER LISTED BELOW.

4. Response Due Date¹: December 27, 2012

Time: 10.00 AM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

Agency Name: Oklahoma Department of Transportation

- U.S. Postal Delivery: 200 NE 21st Street- RM 2-A-2, Oklahoma City, OK 73105
- Carrier Delivery: 200 NE 21st Street- RM 2-A-2, Oklahoma City, OK 73105

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

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

7. Shipping Location: N/A

8. Contracting Officer:

tlw
12/05/12
Name: Patricia "Trish" Liscom
Phone: (405) 522-2718
Email: tliscom@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



SOLICITATION REQUEST

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

Request Quote ID.	Date	Buyer	Page
3450004048	10/24/2012	Patricia Liscom	1
Payment Terms	Date Time Quote Open	Closing	
0 Days	12/05/2012 10:41 AM	12/27/2012 10:00 AM	

Requisition Number Reference: From Req ID - 3450026597

Ship To: Dept of Transportation
Div 3 HQ
12844 SH-3W
Ada OK 74820

Bill To: Dept of Transportation
Div 3 HQ
12844 SH-3W
Ada OK 74820

Vendor:
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	72141003 / 1000024306 SERVICE:Litter Pickup, 0-500 Acres, per work order on a 4 week cycle	6020	AC		

I-35, Unit 102 - Office Location: Purcell, Oklahoma

Total Acres per month = 1,204

Litter Pickup is to be on a Once per Month cycle

CONTRACT PERIOD: FEBRUARY 1, 2013 THROUGH JUNE 30, 2013.

RENEWALS: MAY BE RENEWED UNDER THE SAME TERMS AND CONDITIONS FOR THREE (3) CONSECUTIVE ONE-YEAR PERIODS.

QUESTIONS MUST BE IN WRITING TO THE CONTRACTING OFFICER AND RECEIVED NO LATER THAN NOON ON MONDAY, DECEMBER 17, 2012.

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:
LOCATIONS:

HIGHWAY: INTERSTATE 35 - PICK UP ON EACH SIDE PLUS ALL RAMPS AND INTERCHANGES

***AREA A ***

437 ACRES (ESTIMATED FREQUENCY 1 TIME PER MONTH)
FROM MILE MARKER 60 NORTH TO THE MCCLAIN COUNTY LINE
CONTROL SECTION 25-046 (21.83 MILES)

****AREA B****

475 ACRES (ESTIMATED FREQUENCY 1 TIME PER MONTH)
FROM THE GARVIN COUNTY LINE NORTH TO THE CLEVELAND COUNTY LINE
CONTROL SECTION 44-005 (25.2 MILES)

HIGHWAY: SH 62 - PICK UP 30 FT ON EACH SIDE, EACH DIRECTION
117 ACRES (ESTIMATED FREQUENCY 1 TIME PER MONTH)
FROM CENTER MEDIAN NEAR BLANCHARD TO 8/10 MILE SOUTH OF SH-130
CONTROL SECTION 44-002 (8.03 MILES)

HIGHWAY: INTERSTATE 44- PICK UP 30 FEET ON EACH SIDE, EACH DIRECTION
25 ACRES (ESTIMATED FREQUENCY 1 TIME PER MONTH)
FROM JUNCTION OF I-44 AND US-62, IN NEWCASTLE TO THE CLEVELAND COUNTY LINE
CONTROL SECTION 44-003 (1.44 MILES)

HIGHWAY: SH-9
AREA A: 150 ACRES (ESTIMATED FREQUENCY 1 TIME PER MONTH)

This is NOT AN ORDER

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

Authorized Signature



SOLICITATION REQUEST

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:
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Request Quote ID.	Date	Buyer	Page
3450004048	10/24/2012	Patricia Liscom	2
Payment Terms	Date	Time	Quote Open Closing
0 Days	12/05/2012	10:41 AM	12/27/2012 10:00 AM

Requisition Number Reference: From Req ID - 3450026597

Ship To: Dept of Transportation
Div 3 HQ
12844 SH-3W
Ada OK 74820

Bill To: Dept of Transportation
Div 3 HQ
12844 SH-3W
Ada OK 74820

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
	FROM INTERSECTION OF I-35 AND SH-9 AT RIVERWIND CASINO WEST TO THE JUNCTION OF SH-62				
	CONTROL SECTION: 44-008-0000-0590				
	PICKUP: 30 FEET ON EACH SIDE, PLUS ALL RAMPS AND INTERCHANGES EACH DIRECTION PER MONTH				

This is NOT AN ORDER

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

Authorized Signature



**State of Oklahoma
Department of Transportation**

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) MUST be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** 3450004048

2. **Bidder General Information:**

FEI / SSN : _____ VEN ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹** (type "X" at one below):

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State** (type "X" at one below):

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 (type "X" at one below):

YES – include a certificate of insurance with the bid

NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html



**State of Oklahoma
Department of Transportation**

**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

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.

Solicitation or Purchase Order #: 3450004048
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.

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 (type "X" at one below):

- 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

GENERAL PROVISIONS

1. DEFINITIONS

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

- 1.1. "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- 1.2. "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- 1.3. "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- 1.4. "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
- 1.5. "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

2. BID SUBMISSION

- 2.1. Submitted bids shall be in strict conformity with the instructions to bidders, and shall be submitted with any other forms completed as required by the solicitation.
- 2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed. 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.
- 2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004SA, 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.
- 2.4. All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- 2.5. 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.

3. SOLICITATION AMENDMENTS

- 3.1. If an amendment is issued, then 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.
- 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.
- 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 acquire any amendment documents required to complete a solicitation.

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. 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.

5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By submitting a response to this solicitation:

- 5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - 5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - 5.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or

performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
- 5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

6. BID OPENING

Sealed bids shall be opened by the Oklahoma Department of Transportation located at 200 NE21st Street, Rm. 2-A-2, Oklahoma City, OK at the time and date specified in the solicitation as the Response Due Date and Time.

7. BIDS SUBJECT TO PUBLIC DISCLOSURE

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The Chief Administrative Officer of the requesting agency shall make the final decision as to whether the documentation or information is confidential.

8. LATE BIDS

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

9. LEGAL CONTRACT

- 9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- 9.2. The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- 9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

10. PRICING

- 10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- 10.2. Bidders guarantee unit prices to be correct.
- 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.

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, 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.

12. CLARIFICATION OF SOLICITATION

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

13. 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 580:15-4-11.

14. AWARD OF CONTRACT

- 14.1. The procuring agency 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 procuring agency to be in the best interest of the State of Oklahoma.
- 14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- 14.3. In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" (www.ok.gov/OSF/documents/osfvend.pdf). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www.irs.gov/pub/irs-pdf/fw8ben.pdf). Failure to do so may delay contract award.

15. CONTRACT MODIFICATION

- 15.1. The Contract is issued under the authority of the procuring agency who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the procuring agency approving official.
- 15.2. Any change to the Contract, including 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 Contract Modifications, 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.

16. DELIVERY, INSPECTION AND ACCEPTANCE

- 16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(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.
- 16.2. 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.

17. INVOICING AND PAYMENT

- 17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- 17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

18. TAX EXEMPTION

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

19. AUDIT AND RECORDS CLAUSE

- 19.1. 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.
- 19.2. The successful bidder(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.

20. 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.

21. 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.

22. CHOICE OF VENUE

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

23. TERMINATION FOR CAUSE

- 23.1.** 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.
- 23.2.** 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 procuring agency determines that an administrative error occurred prior to Contract performance.
- 23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

24. TERMINATION FOR CONVENIENCE

- 24.1.** The State may terminate the Contract, in whole or in part, for convenience if the procuring agency determines that termination is in the State's best interest. The procuring agency 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 procuring agency.
- 24.2.** 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.

25. INSURANCE

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including worker's 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.

26. 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.

27. 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) available at www.dhs.gov/E-Verify.

28. 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.

29. SPECIAL PROVISIONS

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

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
ODOT DIVISION 3, ROUTINE MAINTENANCE
GARVIN COUNTY & McCLAIN COUNTY
LITTER & DEBRIS REMOVAL**

Parties to the Contract

THIS CONTRACT is made and entered into this ____ day of _____, 201__, by and between the OKLAHOMA DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the "STATE") and _____ (hereinafter referred to as the "CONTRACTOR").

SECTION 1. PURPOSE & TERM OF THE CONTRACT

THIS CONTRACT is for labor and equipment to pick up litter on the right-of-way at the following locations:

HIGHWAY: INTERSTATE 35 - PICK UP ON EACH SIDE PLUS ALL RAMPS AND INTERCHANGES
***AREA A ***

437 ACRES (ESTIMATED FREQUENCY 1 TIME PER MONTH)
FROM MILE MARKER 60 NORTH TO THE McCLAIN COUNTY LINE
CONTROL SECTION 25-046 (21.83 MILES)

****AREA B****

475 ACRES (ESTIMATED FREQUENCY 1 TIME PER MONTH)
FROM THE GARVIN COUNTY LINE NORTH TO THE CLEVELAND COUNTY LINE
CONTROL SECTION 44-005 (25.2 MILES)

HIGHWAY: SH 62 - PICK UP 30 FT ON EACH SIDE, EACH DIRECTION
117 ACRES (ESTIMATED FREQUENCY 1 TIME PER MONTH)
FROM CENTER MEDIAN NEAR BLANCHARD TO 8/10 MILE SOUTH OF SH-130
CONTROL SECTION 44-002 (8.03 MILES)

HIGHWAY: INTERSTATE 44- PICK UP 30 FEET ON EACH SIDE, EACH DIRECTION
25 ACRES (ESTIMATED FREQUENCY 1 TIME PER MONTH)
FROM JUNCTION OF I-44 AND US-62, IN NEWCASTLE TO THE CLEVELAND COUNTY LINE
CONTROL SECTION 44-003 (1.44 MILES)

HIGHWAY: SH-9

AREA A: 150 ACRES (ESTIMATED FREQUENCY 1 TIME PER MONTH)
FROM INTERSECTION OF I-35 AND SH-9 AT RIVERWIND CASINO WEST TO THE JUNCTION OF SH-62
CONTROL SECTION: 44-008-0000-0590
PICKUP: 30 FEET ON EACH SIDE, PLUS ALL RAMPS AND INTERCHANGES EACH DIRECTION PER MONTH

This contract is of indefinite quantity and the STATE reserves the right to use more, less, or none of the pay quantities.

This contract shall run from February 1, 2013 thru June 30, 2013. Upon mutual agreement by the STATE and the CONTRACTOR, this contract may be renewed under the same terms and conditions for up to three (3) one-year periods. This contract will include, by reference and incorporation, the contract bid proposal, instructions to bidders, specifications, and all other documents contained in the bid packet. All actions, duties, and obligations required by the CONTRACTOR apply to the CONTRACTOR's agents and employees. All legal protections offered to the State of Oklahoma shall also be extended to the Oklahoma Department of Transportation and any State entity involved with this contract.

SECTION 2. LOCATION OF SERVICE

2.1) This contract is effective for the locations designated on the attachments, which include control sections on I-35, SH-62, SH-9 & I-44. All routes are tabulated in the Control Section Maps and the Roadway Maintenance Subsections published by the Oklahoma Department of Transportation. Pickup routes and schedules shall be coordinated with the ODOT Superintendent prior to beginning any work.

2.2) Prior to bidding, it shall be the CONTRACTOR'S responsibility to review and become familiar with the rights-of-way and general distance that he/she will be required to provide service.

2.3) There are Five (5) Control Section locations which the CONTRACTOR will be responsible to pick up, with all locations to be picked up once per month. It shall be the CONTRACTOR'S responsibility to determine which location the litter is to be picked up first.

SECTION 3. COMPENSATION & PENALTIES

3.1) The STATE agrees to pay, and the CONTRACTOR agrees to accept, in full consideration for the performance of the CONTRACTOR's obligations, compensation based on the CONTRACTOR's bid price of \$ _____ per acre. Total for the original contract period shall not exceed _____ Dollars.

3.2) The billing shall not demand payment within any time period less than 45 days. Billing shall be submitted to the Oklahoma Department of Transportation, PURCELL INTERSTATE, UNIT 102, 2614 SH-74 South Purcell, OK 73180.

3.3) The billing period may be at the CONTRACTOR's discretion however, no partial work order will be paid.

3.4) The STATE reserves the right to use more, less, or none of the pay quantities.

3.5) The STATE will evaluate the CONTRACTOR'S performance and shall withhold payment for substandard work. Prior to payment, the STATE may inspect work and require that deficiencies be corrected prior to payment. **It shall be the CONTRACTOR'S responsibility to inspect the work of his/her employees and to contact the STATE for inspection before submission of an invoice.** After the CONTRACTOR gives completion notice to the STATE, the STATE shall have one (1) working day to perform inspections. If the STATE does not perform its inspection within one (1) working day, the CONTRACTOR is relieved of performing remedial work.

3.6) Penalties shall apply for unsatisfactory performance. If the STATE reveals in its inspection unsatisfactory performance by the CONTRACTOR, the STATE reserves the right to reduce compensation for the work order by 20%. If unsatisfactory performance continues the STATE reserves the right to reduce the compensation by an additional 10% or, deem a breach of contract for failure to perform. If the CONTRACTOR is in breach of contract the STATE shall terminate this contract and may award to the next lowest bidder.

SECTION 4. SERVICES TO BE PROVIDED

4.1) **PAY ITEM FOR LITTER PICK UP:** This pay item is for "litter pick up" as described forthwith. The pay unit for "Litter Pick up" is "per acre". The STATE has computed the number of acres along each route listed for each Control Section, as listed on the attachments. The CONTRACTOR is to submit his/her bill based upon the number of acres picked up within the particular Control Section picked up on the particular day that work was done. Should the CONTRACTOR not agree with the stated acreage, then the CONTRACTOR may submit his/her own computations for STATE review. However, if not disputed within one (1) day of pick up by either party, then the STATE'S calculations for the acres will be the final decision.

4.1.1) Under the pay item for "litter pick up", all litter or debris shall be picked up, unless otherwise stipulated in this Contract. **Litter may include Household Furniture, Refrigerators, Mattresses.** All other items are to be considered "litter", and are to be disposed of properly by being bagged in plastic litter bags. Dead animals, batteries, construction waste, bottles, cans, paper, cardboard, wire, cloth, tire casings, and other typical "litter" items are to be considered litter. **It is the responsibility of the CONTRACTOR to give consideration to all items considered "litter" herein when preparing his/her bid.**

4.1.2) The CONTRACTOR shall provide ODOT the names, phone numbers and pager numbers of his/her key personnel in charge of all litter removal stated on the Contract.

(2)

4.2) GENERAL: The unit price for this service shall include all costs for litter collection and disposal, including (but not necessarily limited to) bags, bungee cords, worker clothing/gloves, vehicles, trailers and fuel. The CONTRACTOR shall be responsible for procuring and maintaining, at his expense, all permits, fees and licenses in connection with the work. The CONTRACTOR'S bid is to include all costs associated with the litter removal, which includes manpower, bags, all vehicles and trailers, fuel, and all other items associated with the ability of the CONTRACTOR to fulfill the Terms and Conditions of the Contract.

SECTION 5. HAZARDOUS MATERIALS

CONTRACTOR will not be responsible for the removal of hazardous materials; however these materials should be reported to the proper authorities for remediation as soon as possible.

SECTION 6. CONTRACTOR'S EQUIPMENT

6.1) All CONTRACTOR vehicles used to perform the services in this contract shall be equipped with (2) yellow flashing or strobe lights on top of the vehicle. The flashing lights shall be maintained in good working order and be turned on while performing services within the public rights-of-way. The flashing or strobe lights must be mounted in such a way that they can easily be seen by motorists. Each vehicle must also have a slow moving vehicle sign mounted to it in such a way that the sign can easily be seen by motorists. All vehicles used in this contract shall be identified with CONTRACTOR's logo for easy identification.

6.2) Advanced warning signs (48" x 48", metal or roll-up), provided by ODOT, shall be placed by the CONTRACTOR in advance of the litter pick-up operation. The signs are to be placed on the roadway shoulder in accordance with MUTCD and ODOT standards. As the work progresses, the signs will be moved to maintain a distance from sign to work operations, keeping within a 2 mile spacing between the sign and work area.

SECTION 7. CONTRACTOR'S PERSONNEL

7.1) The CONTRACTOR's employees, officers, agents, and subcontractors shall at no time identify themselves as being employees of the STATE. Contractor's employees shall wear appropriate safety clothing (such as vests) that conforms to the requirements in the Manual of Uniform Traffic Control Devices.

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

7.3) The CONTRACTOR's employees shall be properly trained and professional in the performance of their duties. The STATE may require that the CONTRACTOR remove from the job any 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 STATE and/or the traveling public.

SECTION 8. TRAVEL

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

SECTION 9. DISPUTE RESOLUTION

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

SECTION 10. TERMINATION

This contract may be terminated upon thirty (30) days written notice by either the STATE or the CONTRACTOR, without fault. In the event of such termination, the CONTRACTOR shall be entitled as compensation only to the reasonable value of services rendered prior to the termination.

SECTION 11. INDEMNIFICATION AND HOLD HARMLESS CLAUSE

The CONTRACTOR shall indemnify and save harmless the STATE, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against the STATE, and/or its 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 rendering the services contracted for, or as a 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 the contractor's servants, agents and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court costs and all other expenses incurred in the investigation and defense of any claim or suit.

SECTION 12. PRIOR UNDERSTANDINGS

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

SECTION 13. INSURANCE

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

13.1) 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.

13.2) 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):

13.2(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.

13.2(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.

13.2(c) Combined aggregate liability coverage shall not be less than \$2,000,000 (two million) for bodily injury, death, and property damage.

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

CONTRACTOR shall furnish the STATE 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 are additional named insured under said policy or policies and that said policy or policies cannot be cancelled or materially modified except upon thirty (30) days advance written notice to the STATE. The foregoing provision regarding additional named insured shall not create or be deemed to create any liability on the part of said additional named insured which would not otherwise exist under the laws of the State of Oklahoma.

SECTION 14. CIVIL RIGHTS ACT OF 1964

The CONTRACTOR agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. 252, 42 U.S.C. 2000d et. seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 – “Nondiscrimination in federally assisted programs of the Department of Transportation – effectuation of Title VI of the Civil Rights Act of 1964”.

SECTION 15. AMENDMENTS OR MODIFICATION OF CONTRACT

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

SECTION 16. GOVERNING LAW

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

SECTION 17. RECORDS

The CONTRACTOR and any subcontractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this contract, and shall make all such materials available to the STATE or any of its duly authorized representatives and the State Auditor and Inspector at any reasonable time during the term of work on the contract, and for three (3) years from date of final payment to the CONTRACTOR by STATE for work performed hereunder.

SECTION 18. HEADINGS

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

SECTION 19. ASSIGNMENT

The CONTRACTOR shall NOT sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the STATE. In case such consent is given, the CONTRACTOR will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 70% of the total contract cost. Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a statement showing that the organization which will be performing the work is particularly experienced and equipped for such work. No sub-contracts, or transfer of contract, shall in any case release the CONTRACTOR of his liability under the contract and bonds.

SECTION 20. NOTICES

All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the contract shall be in writing and shall be deemed to have been properly given or sent by first class mail, or if the sender prefers, by registered or certified mail, return receipt requested with postage prepaid.

20.1) if intended for the STATE, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to STATE as follows:

Oklahoma Department of Transportation

20.2) if intended for CONTRACTOR, by mailing by first class mail or, if sender prefers, by registered or certified mail, return receipt requested, with postage prepaid, addressed to CONTRACTOR as follows:

SECTION 21. SEVERABILITY

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

SECTION 22. PAYMENT OF CLAIMS

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

OKLAHOMA DEPT. OF TRANSPORTATION

Paul Rachel, P.E.
Division Engineer

Gary Evans, P.E.
Chief Engineer

Recommend for Approval:

By: _____
Karen Wallis, Purchasing Manager

Approval as to Form and Legality:

By: _____
David A. Miley,
Assistant General Counsel

