**ATTACHMENT A**

**SOLICITATION NO. 0900000482**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**PURPOSE**

The Contract is awarded as a statewide contract on behalf of The Office of Management and Enterprise Services for underground cable locating and geographical positioning system tracking for the State of Oklahoma Telecommunications Fiber and Copper Infrastructure. Locations shall consist of identified state and local government facilities which also include Universities, Local government, counties, and school properties. The types of locates include: (1) short range building to building campus environment (2) long range highway, street, and railroad right of way and (3) congested inter-city locates throughout the state.

**1.** **Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

**2.** **Additional Contract Obligations**

Certain Contract requirements and terms are set forth below as Exhibit 1.

**EXHIBIT 1**

### **2.1. Responsibility of the Supplier**

**2.1.1**. The awarded Supplier(s) shall perform locates while maintaining (24) hour operations (365) days a year as needed. The Supplier shall have technician’s on-call each business day (between 7:00a.m. and 6:00 p.m.) after normal business hours (between 6:00 p.m. and 7:00 a.m.), weekend and holidays. The Supplier shall respond to all Call-Okie (Oklahoma’s One-Call Center) requests for locates daily to include emergency locates as needed. The Supplier shall also be responsible and respond to state request for individual locates and/or meetings affecting their assigned regions. The Supplier shall be required to respond to copper and fiber optic cable cuts and damages occurring in their individual areas of responsibilities. The Supplier shall provide daily and emergency contact numbers for personnel assigned to respond to the needs of the state. The Supplier shall follow the service operation requirements, standards and procedures as outlined in this contract and the Oklahoma Underground Facilities Damage Prevention Act to ensure State facilities are maintained in a serviceable manner.

**2.1.2.** The Supplier shall furnish all labor materials and equipment necessary to perform locate services for the State of Oklahoma. Defined contract service regions maps shall be provided upon award of contract

**2.1.3. Response Time**

The awarded Supplier shall respond to each individual locate using the standards set by the Oklahoma One-Call Center. These standards bellow shall be strictly adhered to with no deviations or exceptions. If unable to meet the times allotted the Supplier shall notify the State immediately.

The standards are:

(1) Emergency Locates: 2 Hours.

(2) Short Notice Locates: 4 Hours

(3) Priority Locates: 24 Hours

(4) Normal Locates 48 Hours

**2.1.4. Cable Markers**

It shall be the responsibility of the awarded Supplier(s) to purchase and store all cable markers. The markers shall be florescent orange for communications to include fiber optic and copper cables. The Office of Management and Enterprise Services-Information Services Division shall supply a template that outlines the text and size of each required marker. The markers are required to identify both fiber optic and copper cable paths in the designated locations. It shall be the Supplier’s responsibility to select a supplier which conforms to the State’s template provided for each marker.

**2.1.5. Locate Marking Specifications:**

For each request for cable locates, ground marking (paint) should be in accordance with American Public Works Association Recommending Marking Guidelines for Underground Utilities Dated September 12, 2001. Flags should be spaced according to landscape visibility and the type of construction planned. It will be at the discretion of the locator as to the number of flags that must be placed for proper cable identification.

**2.1.6. Pricing**

Pricing submitted under this RFP shall be “per locate” pricing for locates and hourly rate pricing for site surveillance; which will include and all expenses associated with locates. Locates will be priced according to a single locate number issued by Oklahoma One Call or OMES/ISD. Travel, sub-contractors and other expenses shall not be paid in addition to the “per locate” pricing. The price for such service shall be fixed for the first year and, for each year thereafter, should not be increased by more than three percent (3%).

**2.1.7. Billing**

The Supplier shall provide bi-weekly billing to include details for each cable locate. Each locate shall be identified with the appropriate locate number, address of locate, date, time and region where locates were performed. A description for each locate shall be included to describe the type of services performed, such as printed review, actual site or field visit (Visual or physically located). Each locate invoice must be signed by the locators performing the duties. Locate invoices shall be completed bi-weekly and submitted for payment within 30 days of the service performed.

 **2.1.7.1.** Locates which are misrepresented must be corrected by the Supplier prior to payment being made. OMES/ISD is currently using spatial system (GPS) locate information in the Oklahoma City and City of Tulsa areas. The remainder if the State uses Grid Sections for all locates. All invoices submitted should be priced accordingly. Site surveillance shall be invoiced separately and submitted with all applicable logs and documentation as outlined in this RFP. The Supplier must verify the hours being billed for site surveillance. In lieu of charging an hourly rate for site surveillance, Supplier may charge one locate fee. At no time will Supplier be allowed to charge per locate fee in addition to site surveillance hourly rate. If a locator is required to attend scheduled meetings to discuss fiber facilities they shall be compensated one (1) locate fee for each hour attended. All invoices submitted must reflect the State numbers assigned for requested locates and site surveillance for payment. All invoices shall be submitted on letterhead reflecting the company logo and information.

**2.1.8. Failure to Receive Locates (Faults)**

Damages which occur due to printer failure, incorrect reading of locates, failure to respond to locates, equipment failure, software or hardware failure and or missed locations of facilities are the responsibilities and liability of the Supplier. If State facilities are damaged by excavation during this period, the Supplier shall be found at fault and liable as described in the Oklahoma Underground Facilities Damage Prevention Act and as indicated elsewhere in this Request for Proposal document. The locator shall be required to write a report describing all action taken to prevent damages and by location of the cable during this period. The report shall consist of: (1) time of locate receipt (2) date, (3) site visits, (4) Supplier documentation, and any other pertinent information which can be utilized for legal purposes.

**2.1.9. Service Operation**

 **2.1.9.1.** The Supplier shall receive transmittals (locates) directly from the One-Call (call Okie) Center for the contract service region at no additional cost to the State. Locates will be transmitted via email to the awarded Supplier. Upon receipt of a request for a locate, the Supplier shall determine if a conflict exists between the States facilities and the proposed excavation. All locates must be performed within the response times stated in Exhibit 1 2.1.3. when notified by the One-Call Center.

 **2.1.9.2.** If the Supplier determines that no field visit or visual examination is necessary, the Supplier shall either notify excavator prior to the proposed excavation that they State’s facilities are not present or mark the excavation site in a manner that the State of Oklahoma’s facilities are not present at the proposed excavation site. If a site visit or visual is not conducted, the Supplier shall maintain a log indicating the locate number, time, date, contact number, company and person contacted. This log shall be submitted with the official locate information provided for payment.

 **2.1.9.3.** If the Supplier determines that there are locatable facilities present at the excavation site, Supplier shall indicate the presence of those facilities with appropriate markings. The markings shall consist if (State of Oklahoma) Colored flags and (Florescent) paint appropriate for the facilities being located. Each field locate shall be identified using standard State of Oklahoma communication markers for copper and fiber optic cabling. Identification shall include marking paint every (3) to (5) feet and/or flags every (8) to (10) feet as needed for visual location. In thick brush the flags may be closer as needed to ensure the cables can be followed for the distance being excavated. Congested locate area may require additional markings. The on-site locator shall be responsible for ensuring these areas are properly marked.

 **2.1.9.4.** The Supplier shall have the right to screen tickets via prints received. It shall be the responsibility of the Supplier to ensure prints are clear and readable prior to indicating no action is necessary. It shall be the Supplier’s responsibility to verify information which they feel may be incorrect. If the printed locate received has incorrect information, the locate Supplier shall not be liable. It shall be the Supplier’s responsibility to ensure locates missed due to printer errors and failures are corrected and retransmitted.

 **2.1.9.5.** If the Supplier determines that the facilities cannot be located at the excavation site, Supplier shall notify the State of Oklahoma representatives for instructions. Upon notification, the state shall be responsible for determining what course of action should be followed to assure the facilities are located and not damaged by the excavator. If the Supplier fails to locate state facilities due to unstable or inaccessible grounds, missing pedestals, faulty equipment and or fails to notify the state, the Supplier shall be at fault and liable for any resulting damages.

**2.1.10. Equipment Maintenance**

During their normal course of duties, the locators may encounter faulty equipment such as dirty connectors, corroded grounding terminals and several other minor pedestal problems. The Supplier is expected to perform minor maintenance functions as part of their locate duties. This may entail cleaning, straightening, reconnecting and ensuring the cable pedestals are in proper working order. If the locator is unable to perform locates due to pedestal problems OMES/ISD shall be contacted immediately. If a pedestal is damaged or inoperable due to environmental conditions is should be reported for repair. Basic vegetation abatement shall be performed as needed to ensure visibility of the pedestal. The locator must make every effort to perform locates at the time assigned.

**2.1.11. Site Surveillance**

As part of the duties of this contract, the Supplier may be requested to perform site surveillance in the absence of a state representative. If site surveillance is requested the Supplier shall be compensated on an hourly rate commensurate with a negotiated fee at the time of the contract award. During site surveillance the Supplier shall be required to keep and hourly log describing all excavation and damage prevention. The log shall identify all parties’ names to include supervisors, operators, and companies involved in legal excavation. During surveillance all locates performed during this time shall be considered as part of the surveillance and not be billed individually.

**2.1.12. Proofs of Locates**

The Supplier is permitted and advised to photograph, videotape and/or document any locate performed on behalf of the state. This is highly advised in areas of congestion which may result as an area contention due to damages by excavators. It shall be the Suppliers responsibility to show proof that the area in question was located properly and in a timely manner. If the excavator refuses to allow such efforts, the Supplier shall still be required complete locates in question and notify the State immediately. The Supplier must make personal contact with the OMES/ISD Planning and Design Office to report any discrepancies which may result in damages to state facilities.

**2.1.13. Incidents, Investigations and Findings**

 **2.1.13.1.** The State and the awarded Supplier shall have the right to investigate incidents of damage to the State of Oklahoma Facilities. An incident in which the Supplier is suspected to be at fault must be investigated by the Supplier within two (2) days of any damages. Fault may consist of or is limited to: (1) failure to respond to a locate, (2) failure to respond within the allotted time frame (3) failure to properly mark the location (4) failure to notify state of pending excavation which may result in damages to facilities.

 **2.1.13.2.** If an investigation is performed by the Supplier, the Supplier shall submit their report of findings to the State in writing within five (5) days of completion. The report shall contain the Supplier’s determination as to whether the damages constituted fault, negligence or failure to obey state excavating laws on behalf of the locator or excavator. If a joint investigation is conducted, the state shall either corroborate the Supplier’s report or provide its own findings within ten (10) days of its investigation conclusion.

 **2.1.13.3.** The State of Oklahoma shall have thirty (30) days after conclusion of its investigation to notify the Supplier (in writing) of a dispute in the Supplier’s conclusions. If the State fails to notify the Supplier in writing within such period that it disputes the Supplier’s findings and conclusion as to fault, the Supplier shall be released of all obligations. If the Supplier fails to provide clear evidence denouncing fault, the Supplier shall be considered liable for all damages and cost. All disputes and claims shall be settled and/or mutually resolved by negotiation in the best interest of the State. Failure to abide by or make restitution of any conclusions of the investigation or dispute settlement may result in loss of contract and/or legal action by the State of Oklahoma Attorney General.

**3.1. Geographical Positioning Systems (Spatial)**

The Office of Management and Enterprise Services – Information Services Division currently uses Geographical Information System GIS (Spatial System) for mapping all fiber installation projects. The successful bidder may use GPS equipment to locate all State Owned fiber and copper cabling in the Oklahoma City and City of Tulsa regions.

 **3.1.1.** The Supplier shall be responsible for conducting GPS locates primarily in the areas identified in sections D.2.2 and D.2.3 but may be requested to perform these services in the statewide areas or regions for which they have submitted a bid. The areas as bid shall include different types of terrain, connection points and situations. The best value bidder will be awarded the contract for each individual region.

 **3.1.2.** Suppliers shall be required to perform geographical positioning systems identification on all underground telecommunication cable locates in accordance with the Oklahoma Underground Facilities Damage Prevention Act. These Facilities include telephone copper and fiber optic cabling which transverse lands and properties owned by the State utilization of public or private right of ways, or identified leased or privately owned easements. The Supplier shall perform cable GPS identification as required, through the State of Oklahoma, Office of Management and Enterprise Services – Information Services Division and shall report directly to this office for all directions and services provided.

 **3.1.3.** Locations shall consist of identified state and local government facilities which also include Universities, local government, counties and schools properties. These locates will be divided into individual projects and regions statewide for initial projects and regions statewide for initial cable identification due to funding. The types of GPS locates include: (1) short range building to building campus environment, (2) long range highway, street and railroad right of way and (3) congested inter-city locations throughout the state. Suppliers must bid on the identified regions in sections D.2.2. and D.2.3. and are invited to provide bids for sections E.1.1. thru E.1.8. GPS locates shall be conducted and billed utilizing spatial database locations for reference statewide.

**3.2. Responsibility of the Supplier**

 **3.2.1.** This is a Supplier requested service, therefore the Supplier will respond with a time and date they are available to provide the needed data. The awarded Supplier shall be responsible for providing all equipment and software required to perform these duties in conjunction with normal locates. This locator shall take start and ending (Longitude and Latitude (Lat/Long)) readings with intermediate waypoints every 5 meters. Accuracy of these waypoints shall be within 1 meter (3 feet) which is achievable by currently available commercial GPS devises. Lat/Long waypoint measurements shall be downloaded to a disk monthly and provided to OMES/ISD in simple text format .txt (tab delimited) and line data format for input in the States One-Call System.

 **3.2.2.** The Office of Management and Enterprise Services- Information Services Division is currently utilizing Geographical Information System (GIS) sub-meter data for the OKIE One-Call spatial database. Locators shall be required to employ Geographical Positioning Systems (GPS) instruments to provide GIS information in an accurate and usable format to the OMES/ISD planning office. Spatial data is used for mapping and surveying current fiber routes and future construction sites. The GIS Information requested may or may not be a part of a cable locate request and in many cases will be specifically requested by the OMES/ISD Planning Office for a given area. This GIS data requirement DOES NOT supersede Oklahoma’s One-Call (OKIE) Center requirements for accuracy in locating underground facilities.

**3.3. Pricing**

 **3.3.1.** Detailed invoices will be submitted on a “per wave point” basis; which will include any and all expenses associated with individual data collected. Wave Points will be priced according to a wave point cost agreed to by OMES/ISD. Travel, sub-contractor and other expenses shall not be paid in addition to the “per wave point” pricing. The price for such service shall be fixed for the first year and, for each year thereafter, should not be increased by more than three percent (3%).

**3.4. Billing**

 **3.4.1.** OMES/ISD will be billed on a per project basis. Supplier will be assigned a project number, scope of work and an authorization to proceed after a fiber or copper installation has been completed. Upon completion of the GPS project, the Supplier shall provide billing to include details map, spreadsheets and datasheets reflecting the entire route. Each project shall be identified with the appropriate number, township, range, section, date, time and region where the projects were completed. Each project invoice must be signed by the technician performing the duties. Project invoices shall be completed immediately and submitted for payment within 30 days of the services performed.

OMES/ISD will confirm the area of work was completed; accuracy of the data provided and associated cost. If for any reason the information is confirmed inaccurate, the Supplier must rectify the issue prior to receiving payment.

**4.1. Responsibilities of the State of Oklahoma**

The state shall provide maps and records as needed by the Supplier to perform locates as outlined in this contract. The state shall update all maps and prints as needed by the locators when new facilities are installed. The Supplier shall be responsible for distribution of all new locate information to locators in the field. It shall be the responsibility of the state to provide as-builts of new installations to the Supplier’s management office for distribution. The state shall provide and document locate numbers for requested locates and site surveillance.

**4.2. Contract Obligations (Damage Reports)**

As part of the overall objectivity of the locate contract, Suppliers have an overall obligation to aid on the protection of State assets. This protection includes the report if an possible threat of damages due to negligence, acts of God and or fraud, waste or abuse by land owners. During their course of duties for the State, locators must report any items which, in the reasonable determination of their expertise, might result in damages to the Oklahoma Government Telecommunications Network Infrastructure. This infrastructure consists of all cabling, equipment, structures and components that are part of the overall network. These reports should include but are not limited to: (1) cable exposures in creek beds, (2) washouts (3) inadequate cable depths, (4) missing locate pedestals, (5) removed or missing cable warning signs, and (6) intentional or unintentional acts being performed by land owners.

The report should consist of the acts performed or being performed, the location, date, and time of notification. The report must be submitted in writing to OMES/ISD. As the Supplier for the State, the Supplier may be required to testify on behalf of the state in court.

**4.3.** **Supplier Liability**

 **4.3.1.** The Supplier is required to provide and perform locate services with respect to the State facilities within their regions of award. The Supplier shall be liable for all procedures, standards, service operations and obligations as outlined in this Request for Proposal. The Supplier shall provide site surveillance and/or identification of State facilities as needed to prevent damages due to legal excavation. Failure to perform these responsibilities and duties by the Supplier shall result in the Supplier restoration cost for damages to the State, loss of contract and/or litigation action by the Attorney General.

 **4.3.2.** If site surveillance is performed, Supplier responsibility is for the accuracy of each locate provided during such surveillance. At this time all locates shall be considered as port of the surveillance and not be billed. During any locate or site surveillance the Supplier shall only be required and responsible for whatever action can be reasonably expected during any excavation.

 **4.3.3.** If found at fault for damages, the Supplier shall be required to make full restitution to the State consisting of labor, material, time loss and other costs associated with repair of the facilities.

**4.4. Contact List and Information**

The Supplier shall provide complete 24 hour contact information. Technicians shall be required to have picture identification at all times reflecting company information and contact numbers. Vehicles utilized during locate shall display plaques (may be magnetic) reflecting company information and logo.

**4.5. Oklahoma Underground Facilities Damage Prevention Act**

Suppliers shall be required to perform underground telecommunications cable locates in accordance with the Oklahoma Underground Facilities Damage Prevention Act. These facilities include telephone copper and fiber optic cabling which traverse numerous locations throughout the State of Oklahoma. These locates shall involve lands and properties owned by the State, utilization of public or private right of ways, or identified leased or privately owned easements. The Supplier shall perform cable locates as required, through the State of Oklahoma, Office of Management Services-Information Services Division, and shall report directly to this office for all directions and services provided.