

Pittsburg County, Oklahoma
COUNTY PURCHASING OFFICE
 Pittsburg County Court House
 McAlester, Oklahoma
 Phone: (918) 423-4934

INVITATION TO BID

PLEASE REVIEW TERMS AND CONDITIONS ON REVERSE SIDE RELATING TO SUBMISSION OF THIS BID.

Notarized Affidavit completions and signature required on reverse side.

DATE ISSUED	29-Jun-26
PAGE 1 OF _____	

BID NUMBER BID #28	BID CLOSING DATE AND HOUR July 10nd, 2026 @ 4:00pm	REQUIRED DELIVERY DATE Days after award of Purchase Order
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TERMS:	DATE OF DELIVERY:
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Item	Quantity	Unit of issue	DESCRIPTION	Unit Price	Total
			<p>Board of County Commissioners of Pittsburg County, Oklahoma, wish to advertise for Bid for the following:</p> <p style="text-align: center;">Herbicide Vegetation Management (HVM) Services</p> <p>SEE SPECIFICATIONS ATTACHED</p> <p><u>IF BID IS NOT RETURNED IN THE ENCLOSED ENVELOPE OR IS PLACED IN A FEDEX, UPS OR USPS SHIPPING ENVELOPE, PLEASE MARK ON THE OUTSIDE OF THE ENVELOPE "SEALED BID" & BID NUMBER</u></p>		

TERMS AND CONDITIONS

1. Sealed bids will be opened in the Commissioner's Conference Room, Pittsburg County Courthouse, McAlester, Oklahoma, at the time and date shown on the invitation to bid form.
2. Late bids will not be considered. Bids must be received in sealed envelopes (one to an envelope) with bid number and closing date written on the outside of the envelope.
3. Unit prices will be guaranteed correct by the bidder.
4. Firm prices will be F.O.B. destination.
5. Purchases by Pittsburg County, Oklahoma, are not subject to state or federal taxes.
6. This bid is submitted as a legal offer and any bid when accepted by the County constitutes a firm contract.
7. Oklahoma laws require each bidder submitting a bid to a county for goods or services to furnish a notarized sworn statement of non-collusion. A form is supplied below.
8. Bids will be firm until delivered.

(DATE)

AFFIDAVIT: I, the undersigned, of lawful age, being first duly sworn on oath say that he (she) is the agent authorized by the bidder to submit the above bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity; quality or price in the prospective contract or any other terms of said prospective contract; or 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; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma (or other entity) any money or other thing of value, either directly or indirectly in the procuring of the award of a contract pursuant to this bid.

Subscribed and sworn before this _____ day
of _____ 20_____ (seal)

Firm: _____

My commission expires _____ Signed by: _____ Title: _____

(MANUAL SIGNATURE OF UNDERSIGNED)

NOTARY PUBLIC (CLERK OR JUDGE) Address: _____ Phone: _____

City: _____ State _____

Zip _____

NOTE: Other terms and conditions can be added at the discretion of the county officers.

RESOLUTION
26-305
To Advertise

The Board of County Commissioners of Pittsburg County, Oklahoma, met in regular session on Monday, June 29, 2026.

WHEREAS, the Board of County Commissioners of Pittsburg County, Oklahoma, wish to Advertise for Bid for the following:

Herbicide Vegetation Management (HVM) Services

A bid package containing complete specifications and an "Invitation to Bid" are available at the Pittsburg County Clerk's Office, 115 E. Carl Albert Pkwy, Room 103, McAlester, Oklahoma 74501 or online at pittsburg.okcounties.org

THEREFORE, each competitive bid submitted to the County must be accompanied with an affidavit for filing with the competitive bid form, as required by Oklahoma Statute, Title 19 O.S. § 1501.

Sealed bids will be received and filed with the Pittsburg County Clerk until Friday, July 10, 2026 at 4:00 p.m. All bids received after 4:00 p.m. on Friday, July 10, 2026 WILL NOT BE OPENED. Bids will be opened on Monday, July 13, 2026 at 10:00 a.m. in the Board of County Commissioners Conference Room, 115 E. Carl Albert Pkwy, McAlester, Oklahoma. The Board of County Commissioners, Pittsburg County, reserves the right to reject any and all bids and re-advertise.

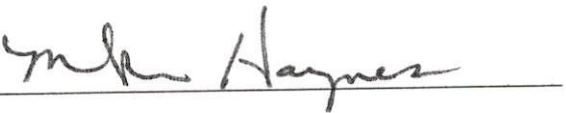
BOARD OF COUNTY COMMISSIONERS
PITTSBURG COUNTY, OKLAHOMA

ATTEST:

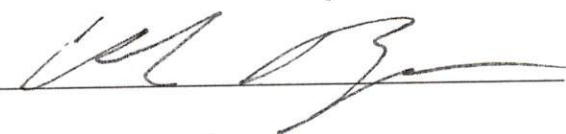
CHAIRMAN



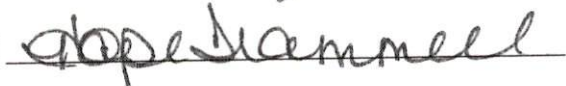
VICE-CHAIRMAN



MEMBER



COUNTY CLERK





REQUEST FOR PROPOSAL (RFP)

HERBICIDE VEGETATION MANAGEMENT (HVM) SERVICES

Annual Flat Rate Per Road Mile – Herbicide-Only Service Agreement

1. INTRODUCTION AND PURPOSE

The Board of County Commissioners of Pittsburg County, Oklahoma (the "County") is soliciting sealed proposals from qualified vendors to provide comprehensive Herbicide Vegetation Management (HVM) services for designated county road rights-of-way.

This RFP establishes a herbicide-based roadside vegetation maintenance program delivered through a single annual per-mile rate covering all herbicide applications, assessments, reporting, and operational components necessary to maintain safe, compliant roadside vegetation conditions throughout the contract term.

CRITICAL DISTINCTION: This is a herbicide-only service agreement. Mechanical mowing and vegetation removal are **NOT** included in this scope of work and remain the responsibility of the County. The selected vendor must be capable of coordinating herbicide application schedules with the County's mechanical management operations.

Due to current guidance from the Oklahoma State Auditor & Inspector, the County is competitively procuring these services through the public bid process. Vendors must submit complete, responsive proposals that meet all specifications outlined herein.

2. ALL-OR-NOTHING PROCUREMENT REQUIREMENT

To ensure safety, operational efficiency, and year-round continuity of herbicide vegetation control, this RFP is issued as an **ALL-OR-NOTHING BID**.

Vendors must possess the capabilities, licensing, personnel, equipment, technology, and experience necessary to perform all required herbicide services in-house. Partial service proposals will not be accepted.

Failure to demonstrate capacity in any required area will result in the proposal being deemed non-responsive.

3. TERM OF CONTRACT

- **Initial Term:** One (1) year from Notice of Award.
- **Renewal:** Up to three (3) optional one-year renewals, at the County's discretion based on performance and funding availability.

4. DESIGNATED ROAD MILEAGE

The County will provide: (1) Total miles included under this agreement; and (2) Official maps delineating the specific road segments included. The selected vendor must apply the annual flat per-mile rate to these designated miles only. Any additions or reductions require prior written approval by the County.

5. SCOPE OF WORK – REQUIRED SERVICES

(ALL INCLUDED IN ANNUAL PER-MILE RATE)

The awarded vendor shall deliver an end-to-end Herbicide Vegetation Management program including the following required service components:

5.1 Herbicide Applications (Primary Service Component)

Vendor must provide all herbicide applications required for roadside weed, grass, and brush management, including but not limited to:

- Broadleaf weed control
- Invasive species suppression
- Bermuda/fescue growth regulation applications
- Brush and tree-line chemical pruning (seedlings and new growth under 3 inches in diameter)
- Spot, broadcast, and targeted applications
- Use of aquatic-approved herbicides where applicable
- Dormant season chemical pruning for woody vegetation management

IMPORTANT EXCLUSION: Established brush or trees exceeding 3 inches in diameter require mechanical removal, which is **NOT** included in this agreement and remains the County's responsibility.

All applications must comply with Oklahoma Department of Agriculture, Food & Forestry (ODAFF) regulations and EPA labeling requirements.

5.2 Coordination with County Mechanical Management Practices

This is a herbicide-only contract. The County retains responsibility for all mechanical mowing and vegetation removal. The selected vendor MUST demonstrate capability to:

- **Mowing Schedule Communication:** Receive and incorporate County mowing schedules into herbicide application planning. Vendor shall request mowing schedules as far in advance as practicable to optimize application timing.
- **Application Timing Coordination:** Recommend that County mowing occur no sooner than 7 days after herbicide application to allow adequate chemical uptake. Vendor shall work collaboratively with County road crews to align herbicide applications with mowing rotations.

- **Post-Mowing Applications:** When applying herbicides after County mowing, vendor shall recommend allowing vegetation to regrow to 4-6 inches before application to ensure adequate leaf surface for absorption. Vendor shall coordinate timing with County operations.
- **Collaborative Scheduling:** Commit to working collaboratively with County road maintenance personnel to develop treatment schedules that complement County mechanical management practices. Both parties agree to maintain open communication on scheduling changes.

Note: The vendor acknowledges that coordination with County mechanical operations is essential for program success. Vendors must demonstrate experience working with government clients who maintain their own mowing operations.

5.3 No-Spray Zones

Certain areas may be designated as No-Spray Zones where herbicide application is prohibited. Road miles designated as No-Spray Zones are **EXCLUDED** from this agreement and the vendor shall not be responsible for vegetation management in these areas.

- The County is responsible for informing the vendor of any No-Spray Zones prior to service commencement or as soon as these zones are identified. The vendor must maintain accurate records of No-Spray Zone locations and demonstrate capability to exclude these areas from treatment operations.

5.4 FAA-Certified Aerial (Drone) Herbicide Application

Vendor must possess both:

- FAA Part 107 Remote Pilot Certificate, and
- FAA Part 137 Agricultural Aircraft Operator Certificate

Aerial unmanned herbicide application services must be available for treatment areas less than 1 acre at designated locations, including:

- Steep grades and embankments
- Rip-rap and rock surfaces
- Culverts and drainage structures
- Areas inaccessible to ground application equipment
- Small-acreage targeted treatments (< 1 acre)

5.5 Initial Assessment and Continuous Monitoring

Vendor must provide:

- **Initial Baseline Assessment:** Comprehensive vegetation assessment of all designated miles documenting existing conditions, vegetation types, problem areas, and baseline conditions at contract commencement. Assessment must verify that right-of-way meets acceptable condition standards defined in Section 6 before vendor assumes responsibility.

- **Quarterly Follow-Up Assessments:** Regular monitoring and assessment of vegetation conditions throughout the contract term
- **Digital Photo Documentation:** Photographic evidence of conditions, treatments, and problem areas
- **GIS-Based Mapping:** Geographic information system mapping of vegetation conditions, treatment areas, and application locations. Client-accessible digital reporting platform (electronic portal) that includes a comprehensive list of all no-spray areas reported to the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF)

5.6 Vegetation Hazard Response

Vendor must maintain year-round ability to respond to herbicide-treatable vegetation issues including:

- Rapid weed growth requiring immediate chemical treatment
- Invasive species outbreaks
- Vegetation obstructions treatable with herbicides
- Sight-line impairments from low vegetation growth

IMPORTANT LIMITATION: Emergency response is limited to herbicide-treatable conditions only. Mechanical obstructions, fallen trees, storm debris, and physical hazards requiring mechanical removal remain the County's responsibility.

5.7 Reporting and Client Portal Access

Vendor must provide:

- **Semi-Annual Vegetation Reports:** Condition assessments and planned services (twice per year)
- **Application Logs:** Detailed records including weather conditions, application rates, tank mixes, target species, and GPS location data for every application
- **Digital Mapping Layers:** GIS-based maps of completed work, treatment areas, and application coverage
- **Electronic Client Portal:** Secure web-based portal providing County access to all assessments, application reports, service records, and communication regarding unacceptable vegetation conditions. Client-accessible digital reporting platform (electronic portal) that includes a comprehensive list of all no-spray areas reported to the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF)

6. ACCEPTABLE CONDITION STANDARDS AND INITIAL REQUIREMENTS

6.1 Initial Condition Requirement (Critical)

The vegetation in the agreed-upon road miles **MUST MEET** the acceptable conditions defined below at the commencement of this contract. The vendor's responsibility under

this agreement will only begin if the right-of-way is already in compliance with these standards.

If the conditions do not meet these standards initially, corrective measures must be taken by the County (through mechanical mowing or other means) before this herbicide-only contract can commence. The vendor's initial assessment (Section 5.5) will verify compliance with these standards before assuming maintenance responsibility.

6.2 Performance Standards During Contract Term

The vendor must maintain vegetation along all designated miles in acceptable condition at all times through herbicide applications:

- **Vegetation Height:** Vegetation in treated areas must not exceed 16 inches on a continuous average. While individual patches may temporarily exceed this height due to weather or growth patterns, the overall vegetation height across the agreed-upon miles must consistently average 16 inches or lower. *Note: This standard assumes the County maintains regular mechanical mowing operations in coordination with herbicide applications.*
- **Clearance and Visibility:** Critical visibility zones near signage, intersections, and curves must be maintained through herbicide applications to ensure clear sight lines. Low-growing vegetation must be chemically managed to prevent obstruction.
- **Invasive Species and Brush Control:** Regular herbicide applications must target invasive species and woody vegetation to prevent encroachment. Treatments are effective for controlling seedlings and new growth. Established brush or trees exceeding 3 inches in diameter require mechanical removal by the County.
- **Broadleaf Weed Suppression:** Broadleaf weeds must be continually suppressed through scheduled and spot herbicide applications.
- **Chemical Pruning:** Woody vegetation and brush encroachment must be managed through dormant season chemical pruning and other herbicide techniques.

The County reserves the right to request corrective herbicide action at any time if conditions fall below acceptable standards. The County also acknowledges that herbicide effectiveness may be impacted by weather conditions as outlined in Section 12.

7. VENDOR QUALIFICATIONS (MANDATORY)

To be deemed responsive, vendors must demonstrate the following minimum qualifications:

7.1 Licensing & Certifications

1. ODAFF Commercial Pesticide Applicator License – Right-of-Way Category (Category 6)

2. FAA Part 107 Remote Pilot Certificate
3. FAA Part 137 Agricultural Aircraft Operator Certificate (for unmanned aerial application)

7.2 Operational Capacity

4. Proven experience managing herbicide programs for 200+ miles of roadside vegetation annually
5. Herbicide application fleet (trucks and/or equipment) capable of servicing all designated miles
6. Aerial application capability (drone/unmanned systems) for small-acreage treatments
7. GIS mapping and electronic reporting capability
8. GPS-enabled application tracking and logging systems
9. Demonstrated capability to coordinate with government client mechanical operations

7.3 Insurance

10. General Liability, Auto Liability, and Herbicide Applicator coverage meeting County minimum requirements

7.4 Technology and Reporting

11. Use of GPS-enabled application logging with detailed treatment records
12. Client-accessible digital reporting platform (electronic portal) that includes a comprehensive list of all no-spray areas reported to the Oklahoma Department of Agriculture, Food, and Forestry (ODAFF)

Failure to meet any of the above requirements will result in a non-responsive evaluation.

8. PRICING STRUCTURE (REQUIRED FORMAT)

Vendors must propose a **single ANNUAL FLAT RATE PER ROAD MILE**, inclusive of all herbicide services listed in Section 5.

No alternate pricing structures, variable rates, or partial service pricing will be accepted. The per-mile rate must be all-inclusive covering herbicide applications, aerial operations, assessments, monitoring, reporting, and all operational costs.

9. PAYMENT STRUCTURE

The County will structure payment as follows:

- Initial Payment: 25% of total annual contract amount due within 30 days of contract execution
- Balance Payment: Remaining 75% structured as monthly or quarterly installments, at County discretion, payable within 30 days of invoice date

10. EVALUATION CRITERIA

Pass/Fail Qualifications (Non-Negotiable)

- Meets all licensing requirements (Section 7.1)
- Demonstrates all required herbicide service capabilities (Section 7.2)
- Provides all services in-house (no partial bids)
- Demonstrates capability to coordinate with County mechanical operations (Section 5.2)

Scored Criteria (Comparative Evaluation)

- Experience and references from government clients
- Technical capability in herbicide applications and aerial operations
- Vegetation hazard response procedures
- Quality of reporting and mapping systems
- Experience coordinating with client mechanical operations
- Total cost per mile

The County may conduct interviews, site visits, or request additional documentation during the evaluation process.

11. EXCLUDED SERVICES AND COUNTY RESPONSIBILITIES

The following services are NOT included in this herbicide-only contract and remain the County's responsibility:

- **Mechanical Mowing:** All roadside mowing operations
- **Tree and Large Brush Removal:** Removal of trees, large bushes, or woody plants exceeding 3 inches in diameter
- **Debris Removal:** Removal of non-vegetative debris, storm damage, fallen branches, litter
- **Emergency Mechanical Services:** Storm cleanup, accident debris, fallen trees
- **Traffic Control:** Road closure management during County mowing operations

12. FORCE MAJEURE AND WEATHER CONSIDERATIONS

Neither party shall be liable for delays or failure to perform due to causes beyond their reasonable control, including natural disasters, government restrictions, or other unforeseen events.

Weather-Related Provisions (Critical for Herbicide Applications):

- **Service Delays:** Extended precipitation or saturated ground conditions may delay herbicide applications. Vendor shall notify County of delays and provide revised timelines.

- **Accelerated Growth:** Excessive rainfall or favorable growing conditions may result in accelerated vegetation growth beyond normal patterns, potentially requiring adjusted treatment schedules subject to mutual agreement.
- **Reduced Efficacy:** Herbicide effectiveness may be reduced by rainfall within 24 hours of application, excessive soil moisture, or temperature extremes. Vendor follows all label requirements and industry best practices; however, reduced efficacy due to unforeseeable weather shall not constitute failure to meet performance standards.
- **Weather Documentation:** Vendor shall maintain records of weather conditions affecting service delivery and communicate proactively with County regarding weather-related impacts.

13. INSTRUCTIONS TO BIDDERS

- Proposals must be sealed and clearly marked "Herbicide Vegetation Management Services RFP"
- Vendors must submit all required forms, certifications, license copies, and documentation
- Late submissions will not be accepted
- Questions must be submitted in writing by the stated deadline
- Vendors must provide references from at least three (3) government clients with similar scope

14. COUNTY RESERVATION OF RIGHTS

The County reserves the right to:

- Reject any or all bids
- Waive minor informalities
- Request clarification or additional documentation
- Accept the bid most advantageous to the County
- Conduct site visits or field demonstrations before award

The County shall award a single contract to one vendor only. No split awards will be considered.

15. CONTACT INFORMATION

Procurement Contact: _____

Email: _____

Phone: _____

Deadline for Questions: _____

Proposal Due Date: _____

Proposal Due Time: _____

END OF RFP – HERBICIDE VEGETATION MANAGEMENT SERVICES

Herbicide-Only Service Agreement

Mechanical Mowing Operations Remain County Responsibility