



1. Solicitation #: AC0004

2. Solicitation Issue Date: 07/28/20

3. Brief Description of Requirement:

**Contract for Ready Mix Concrete**

This solicitation is issued in accordance with Oklahoma State Statute, Title 74, Section 85.12.B.3

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

4. Response Due Date<sup>1</sup>: 8/13/20

Time: 2:00 PM CST/CDT

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

U.S. Postal Delivery Address: 200 NE 21<sup>st</sup> Street  
Room 3C6  
Oklahoma City, OK 73105

Common Carrier Delivery Address: See Above

Electronic Submission Address: See Note Above

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

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

7. Contracting Officer:

Name: Cheryl Emerson, CPO  
Phone: 405-628-3318; Email: cemerson@odot.org

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments").  
<sup>2</sup> If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries.



*“Certification for Competitive Bid and Contract” **MUST** be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** AC0004

**2. Bidder General Information:**

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_  
Company Name: \_\_\_\_\_

**3. Bidder Contact Information:**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

**4. Oklahoma Sales Tax Permit<sup>3</sup>:**

- YES – Permit #: \_\_\_\_\_
- NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

**5. Registration with the Oklahoma Secretary of State:**

- YES - Filing Number: \_\_\_\_\_
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

**6. Workers’ Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers’ Compensation Act.

- YES – Include with the bid a certificate of insurance.
- NO – Exempt from the Workers’ Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.<sup>4</sup>

<sup>3</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>  
<sup>4</sup> For frequently asked questions concerning workers’ compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

**7. Disabled Veteran Business Enterprise Act**

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title



**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma Dept. of Transportation Agency Number: 34500

Solicitation or Purchase Order #: AC0004

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

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## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER



A.9.2.3. Solicitation, as amended (if applicable); and

A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

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

#### **A.12. Clarification of Solicitation**

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

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

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

#### **A.13. Negotiations**

A.13.1. In accordance with Title 74 §85.5, the Oklahoma Department of Transportation reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The Department shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

#### **A.15. Award of Contract**

- A.15.1. The ODOT Procurement Division Manager may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the ODOT Procurement Division Manager to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the ODOT Procurement Division Manager who signs the Contract. The Contract may be modified only through a written Addendum, signed by the ODOT Procurement Division Manager and the supplier .
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

#### **A.18. Invoicing and Payment**

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

#### **A.19. Tax Exemption**

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

#### **A.20. Audit and Records Clause**

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.22. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **A.23. Choice of Venue**

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

#### **A.24. Termination for Cause**

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.26. Insurance**

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

**A.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

**A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

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

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

**A.30. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

- B.1.1.** The initial contract is for a twelve (12) month period, commencing Date of Award through one year. The contract may be renewed for up to one (1) one year option periods.
- B.1.2.** Contract Renewal: Exercise of the renewal option is at the ODOT's sole discretion and shall be conditioned, at a minimum, on the Contractor(s)' performance of this Contract and subject to the availability of funds. ODOT, if it desires to exercise its renewal option, will provide written notice to the Contractor(s) no later than thirty (30) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should ODOT choose to renew this Contract.

### **B.2. Type of Contract.**

- B.2.1.** This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies specified.

### **B.3. Extension of Contract.**

- B.3.1.** ODOT may extend the term of this contract up to 180 days if mutually agreed upon by both parties in writing.

### **B.4. Ordering.**

- B.4.1.** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the purchase card, by ODOT. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

### **B.5. Minimum Order Requirements**

- B.5.1.** Minimum orders will not be accepted.

### **B.6. Volume Discounts**

- B.6.1.** Proposers shall list any type of volume discount offered with their solicitation response.

### **B.7. Prompt Payment Discounts.**

- B.7.1.** Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

### **B.8. Gratuities.**

- B.8.1.** The right of the successful offeror to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful offeror, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the Department of Transportation.

### **B.9. Proposal Conformity.**

- B.9.1.** By submitting a response to this solicitation, the offeror attests that the supplies or services conform to specified contract requirements.

### **B.10. Indemnification and Hold Harmless Clause**

- B.10.1.** The Contractor shall indemnify and save harmless ODOT, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against ODOT, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any part or parties by or from acts of said Contractor or its servants, agents, and subcontractors, in doing the work and rendered the services contracted for, or by or consequence of any negligence in operation, or any improper material or equipment used, or by or on account of any fact or omission of said Contractor or his or its servants, agents, and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court cost and all other expenses incurred in the investigation and defense of any claim or suit.

### **B.11. Required Delivery.**

- B.11.1.** Delivery shall be made as ordered by the agency.
- B.11.2.** Delivery to End Users: Authorized Users are located throughout the State, both within and outside of major metropolitan areas. Whenever possible, Authorized Users will work with Contractor to develop delivery schedules. All deliveries must be made on days and times acceptable to Authorized Users.

### **B.12. Warranty.**

- B.12.1.** The Successful offeror agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided

herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

### **B.13. Testing for Conformance**

- B.13.1.** Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any test for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes.
- B.13.2.** Items delivered not conforming to specifications may be rejected. Any violation of these stipulations may result in supplier's name being removed from the Central Purchasing Supplier Vendor listing.
- B.13.3.** In all cases when material fails to meet specification the cost of testing shall be paid for by the vendor, both on samples and delivered material.

### **B.14. MSDS Sheets**

- B.14.1.** MSDS sheets may be requested and supplied upon request for products with delivery of product to requesting user.

### **B.15. Travel**

- B.15.1.** No reimbursable travel is contemplated under the terms of this contract.

### **B.16. Additional Insurance Requirements**

- B.16.1.** Please refer back to A.25 for basic insurance requirements. This contract requires the additional requirements as stated below.
  - B.16.1.1.** 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):
    - B.16.1.1.1.** Bodily Injury Liability in the amount of not less than \$100,000 for injuries, including accidental death and products liability, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 for one occurrence.
    - B.16.1.1.2.** Property Damage Liability in the amount of not less than \$25,000 for any one accident including products liability and an aggregate limit of \$1,000,000 per occurrence.
    - B.16.1.1.3.** Combined aggregate liability coverage shall not be less than \$2,000,000 (two million) for bodily injury, death, and property damage.
  - B.16.1.2.** A Comprehensive Business Auto policy with a minimum limit of not less than \$1,000,000 (one million) 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 the Contractor's activities pursuant to this agreement, with any self-insured retention not excluding \$100,000. Any and all mobile equipment which is not covered under this Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy.
  - B.16.1.3.** Contractor will furnish ODOT with all certificates necessary to show the existence of all such insurance coverage. Said insurance coverage shall provide that ODOT 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 ODOT. The foregoing provision regarding additional named insured shall not create or be deemed to create any liability on the part of said additional named insured which would not otherwise exist under the laws of the State of Oklahoma.

### **B.17. Civil Rights Act of 1964**

- B.17.1.** The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. 252, 42 U.S.C. 200d 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".

### **B.18. Equal Employment Opportunity**

- B.18.1.** In connection with the execution of this CONTRACT, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The CONTRACTOR shall take affirmative action to ensure the applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**B.19. Assignment**

**B.19.1.** 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 ODOT. 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 80% of the total contract cost, except that any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of any such "specialty items" so performed sub-contract may be deducted from the total cost before computing amount of work required to be performed by the Contractor with his own organization. For this contract, "specialty items" will be defined to include the following activities: 1) Construction signing and traffic control and 2) Joint sealing. 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.

**B.20. Cure Cause & Breach of Contract**

**B.20.1.** Upon written notification from requesting agency concerning the Contractor's failure to perform up to contract specifications, the Contractor shall have three (3) calendar days to cure said deficiency and document cure to requesting agency. Three such occurrences within the contract period shall be deemed breach of contract by the Contractor and cause for ODOT to cancel this contract on seven

**B.20.2.** (7) Days written notice to the Contractor. In the event of cancellation of this contract, the Contractor agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation has been made.

**B.21. Work Overload Clause**

**B.21.1.** Should circumstances be such that the Contract is unable to keep up with the work demand in a timely manner, at no fault of the Contractor, then ODOT reserves the right to seek additional services of other contractors. Such action shall not nullify this contract.

**B.22. Authority for Solicitation**

**B.22.1.** ODOT is issuing this solicitation in accordance with Oklahoma State Statute, Title 74, Chapter 4, Section 85.12.B.3

**B.23. State P-Card**

**B.23.1.** The State currently has a contract with Bank of America to enable selected ODOT employees to purchase needed goods or services using a State of Oklahoma purchasing card. This card functions as any consumer or commercial VISA card. There shall be no additional cost to a using entity for use of purchasing cards as a payment method. Please complete the information below as to whether your company will accept the State of Oklahoma purchasing card.

- \_\_\_\_\_ Yes – we will accept the State of Oklahoma purchasing card.
- \_\_\_\_\_ No – we will not accept the State of Oklahoma purchasing card.

**B.23.2.** In accordance with State of Oklahoma P-Card Procedures, payment for orders up to \$5,000 may be made via P-Card. Any order exceeding \$5,000 will be made via purchase order.

**C. SOLICITATION SPECIFICATIONS**

**C.1. Purpose of the Contract**

**C.1.1.** It is the intent that contract will be executed by ODOT and by the successful offeror (herein after referred to as "CONTRACTOR") for labor, materials and equipment to provide ready mixed concrete on State highways and interstates.

**C.1.2.** All actions, duties, and obligations required by the CONTRACTOR apply to the CONTRACTOR's agents and employees. All legal protections shall be extended to the Oklahoma Department of Transportation (ODOT) and any State entity involved with this contract.

**C.2. Items to be Provided**

**C.2.1.** The purpose of this Contract is to establish prices and a course of supply for certain ready mix concrete products.

**C.2.2.** The items listed on this Solicitation are to be provided in accordance with the 2009 Oklahoma Department of Transportation Standard Specifications for Highway Construction. The individual specification sections are listed by item below. Pricing Unit of Measure is listed by Item.

- C.2.2.1.** Class "AA" Portland Cement Concrete – Section 7.01.02.A.1 – To be priced by Cubic Yard
- C.2.2.2.** Class "A" Portland Cement Concrete – Section 7.01.02.A.1 – To be priced by Cubic Yard
- C.2.2.3.** Class "C" Portland Cement Concrete – Section 7.01.02.A.1 – To be priced by Cubic Yard

- C.2.2.4. Class "AA" High Early Strength Portland Cement Concrete – Section 701.02.B – To be priced by Cubic Yard.
  - C.2.2.5. Class "A" High Early Strength Portland Cement Concrete – Section 701.02.B – To be priced by Cubic Yard.
  - C.2.2.6. Controlled Low Strength Material – Section 7.01.19 – To be priced by Cubic Yard
  - C.2.2.7. Hot Water Additive – Section 7.01.03 – To be priced by Cubic Yard of Concrete
  - C.2.2.8. Ice Additive – Section 7.01.03 - To be priced by Cubic Yard of Concrete
  - C.2.2.9. High Range Water Reducer Additive – Section 7.01.03 - To be priced by Cubic Yard of Concrete
  - C.2.2.10. Fiber Reinforcement – Section 7.01.15 - To be priced by Cubic Yard of Concrete
- C.2.3. All Concrete Ready Mix products shall be obtained from sources approved by the ODOT Materials Division. Please see <http://www.okladot.state.ok.us>

## D. EVALUATION

### D.1. Evaluation Criteria

- D.1.1. ODOT will award based on best value in accordance with Oklahoma State Statute, Title 74, Section 85 in evaluation of proposals. Criteria for award are cost and compliance with Solicitation.

### D.2. Negotiations

- D.2.1. The offeror is advised that under the provisions of this Request for Proposal, ODOT reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. ODOT may negotiate if deemed necessary, and will determine the scope and subject of any negotiations. However, the Offeror should not expect that ODOT will negotiate to give the Offeror an opportunity to strengthen its proposal. Therefore, the Offeror must submit its best offer based on the terms and condition set forth in this solicitation. If such negotiations are conducted, the following conditions shall apply.
- D.2.2. Negotiations may be conducted in person, in writing, or by telephone.
- D.2.3. Negotiations will only be conducted with potentially acceptable proposals. The ODOT Procurement Division reserves the right to limit negotiations to those proposals that best meet the needs of the Agency. All offeror's involved in the negotiation process will be invited to submit a best and final offer.
- D.2.4. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal
- D.2.5. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless ODOT determines that a change in such requirements is in the best interest of the ODOT.

### D.3. Authority for Solicitation

- D.3.1. ODOT is issuing this solicitation in accordance with Oklahoma State Statute, Title 74, Chapter 4, Section 85.12.B.3

## E. INSTRUCTIONS TO SUPPLIER

- E.1. **As of 03/18/2020 and until further notice, due to concerns about the possible spread of the coronavirus on packages, bids should be submitted to ODOT via email. Electronic bids will still be considered sealed bids and the attachments will not be opened until bid closing. Electronic bids should be emailed to the Buyer handling the solicitation. Electronic responses should include the Solicitation Number and time and date of closing in the Subject Line.**

## F. CHECKLIST

None

## G. OTHER

### G.1. Attachments

- G.1.1. Attachment "A" – Pricing Sheet by ODOT Field Divisions
- G.1.2. Attachment "B" – Field Division Map

## H. PRICE AND COST

### H.1. Pricing Sheet

**H.1.1.** A pricing sheet for each ODOT Field Division is provided. Vendors may bid on all or individual counties listed for each Field Division.

**H.2. Pricing Increases**

**H.2.1.** Price increases will be permitted with the approval of the ODOT Procurement Division Director or their designee. Pricing shall be held firm for 180 days. Requests for price increases must be submitted in writing to ODOT Procurement Division at least 60 days prior to the effective date of increase. Documentation from the manufacturer's and/or quarries and a list of all items and their new prices must be submitted with the request. Increases will not affect any order placed prior to the pricing changes. Request for price increases may only be requested twice per contract year.

















STATE OF OKLAHOMA  
Oklahoma Department of Transportation



AC0004

DIVISION	COUNTY NAME	COUNTY NUMBER
1	ADAIR	1
6	ALFALFA	2
2	ATOKA	3
6	BEAVER	4
5	BECKHAM	5
5	BLAINE	6
2	BRYAN	7
7	CADDO	8
4	CANADIAN	9
7	CARTER	10
1	CHEROKEE	11
2	CHOCTAW	12
6	CIMARRON	13
3	CLEVELAND	14
3	COAL	15
7	EDMOND	16
7	COTTON	17
8	CRAIG	18
8	CREEK	19
5	CUSTER	20
8	DEBARGE	21
2	DEWEE	22
2	DEWEY	23
4	DEWELL	24
3	GARFIELD	25
7	GARVIN	26
4	GRADY	27
5	GREER	28
5	HARMON	29
6	HARPER	30
1	HASKELL	31
3	HUGHES	32
5	JACKSON	33
7	JEFFERSON	34
3	JOHNSTON	35
4	KAY	36
4	KINGFISHER	37
5	KIOWA	38
2	LATIMER	39
2	LEFLORE	40
3	LINCOLN	41
4	LOGAN	42
7	LOVE	43
6	MAJOR	44
2	MARSHALL	45
8	MAYES	46
3	MCCLELLAN	47
2	MCCURTAIN	48
1	MCINTOSH	49
7	MURRAY	50
1	MUSKOGEE	51
4	NOBLE	52
8	NOWATA	53
3	OKFUSKEE	54
4	OKLAHOMA	55
1	OKMULGEE	56
8	OSAGE	57
8	OTTAWA	58
3	PAWNEE	59
4	PAYNE	60
2	PITTSBURG	61
3	PONTIAC	62
3	POTTER	63
2	PUSHMATAHA	64
5	ROGER MILLS	65
8	ROGERS	66
3	SEMINOLE	67
1	SEQUOYAH	68
7	STEPHENS	69
6	TEXAS	70
5	TILLMAN	71
8	TULSA	72
1	WAGONER	73
8	WASHINGTON	74
5	WASHINGTON	75
6	WASITA	76
6	WAGONER	77

