



1. Solicitation #: 3450004934 / 21-FM-0023

2. Solicitation Issue Date: 6/23/20

3. Brief Description of Requirement:

Scope of Work: This solicitation is for on-call repair and maintenance services of the Oklahoma Department of Transportation truck platform scales at all department owned weight stations, both current and future, statewide.

Location: Boise City; Colbert NB & SB, Davis, NB & SB, El Reno EB & WB, Hugo NB & SB, and Tonkawa NB & SB (See Appendix A, Specifications for further details).

The Solicitation is let in accordance with Oklahoma Statute, Title 74, Section 85.12.B.3.

**As of 03/18/2020 and until further notice, due to concerns about the possible spread of the coronavirus on packages, bids should be submitted to ODOT via email. Electronic bids will still be considered sealed bids and the attachments will not be opened until bid closing. Electronic bids should be emailed to the Buyer handling the solicitation. The subject line of the Email Response should include the Solicitation Number and Closing date & time.**

4. Response Due Date<sup>1</sup>: 7/16/20

Time: 2:00 PM CST/CDT

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

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

Oklahoma City, OK 73105

Common Carrier Delivery Address: See Above

Electronic Submission Address: cemerson@odot.org

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

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

7. Contracting Officer:

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

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



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

1. **RE: Solicitation #** 3450004934 / 21-FM-0023

**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 #: 3450004934 / 21-FM-0023

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

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email

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

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## **A. GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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



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

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

A.9.3.

A.9.4. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A.15. Award of Contract**

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

**A.16. Contract Modification**

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

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

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

**A.18. Invoicing and Payment**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A.27. Employment Relationship**

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

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

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

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

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

**A.30. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

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

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

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

### **B.2.1. Contract Period**

**B.2.1.** Initial contract period is contract execution date thru June 30, 2021. Contract may be renewed at the same terms and conditions for four (4) successive one (1) year periods.

**B.2.2.** The contract is for an indefinite quantity and the state may or may not but the quantity in the contract. The Department reserves the right to only purchase the quantities of services that the Department's budget will financially allow.

**B.2.3.** Contract shall remain in force until expiration date, or until 30 days after written notice has been given by either party, except that vendor may no terminate the contract during the first six (6) months of the contract. Notification will be by certified mail.

**B.2.4.** The Department reserves the right to multi-award this solicitation.

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

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

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

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

**B.3.2.1** Addenda will be posted on the website and sent electronically, or delivered to all who are known by the Department to have received a complete set of Response Documents from the Department.

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

**B.3.2.3** No Addenda will be issued later than seven (7) calendar days prior to the date for receipt of Responses except an Addendum withdrawing the request for Responses or one which includes postponement of the date for receipt of Responses.

**B.3.2.4** Each Vendor shall acknowledge that all Addenda and Amendments were received, by signing the Addenda and Amendment Forms.

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

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

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

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

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

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

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

**B.6.1.** Contractor shall be liable for any damages to the locations, equipment, supplies and materials at the project locations as listed in Appendix A, Specifications.

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

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

**B.7.1. PLEASE BE ADVISED THAT ALL GOVERNMENTAL ENTITIES OF THE STATE OF OKLAHOMA, FEI 73-6017987 ARE EXEMPT FROM OKLAHOMA SALES OR USE TAXES PURSUANT TO TITLE 68, O.S. 2001, SECTION 1356(1). THEREFORE, DIRECT PURCHASES MADE BY A STATE ENTITY ARE EXEMPT FROM SALES TAX WHEREAS PURCHASES MADE BY A CONTRACTOR IN FULFILLING A STATE CONTRACT ARE TAXABLE TO THE CONTRACTOR.**

#### **B.8.0 Compliance and Applicable Laws**

**B.8.1.** Responding Contractors should include copies of any licenses required under applicable Federal, State, and local laws in their response packages.

### **C. SOLICITATION SPECIFICATIONS**

#### **C.1.0. Definitions**

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

#### **C.2.0. Scope of Project**

**C.2.1.** This solicitation is for the on-call repair and maintenance services of the Oklahoma Department of Transportation truck platform scales at all department owned weight stations, both current and future, statewide.

#### **C.3.0. Location of Project**

- C.3.1.** Boise City, Colbert NB & SB, Davis NB & SB, El Reno EB & WB, Hugo NB & SB, and Tonkawa NB & SB (see Appendix A, Specifications for further details).
- C.3.2.** None of the locations are under warranty.

## D. EVALUATION

### D.1.0. Evaluation Criteria

- D1.1.** This Solicitation is a Request for a Proposal (RFP). Contractor responses for the purposes of this Solicitation are considered Responses and not Bids. The RFP will be evaluated on the following criteria: Cost, Experience, Best Value and Compliance with Specification(s).
- D.1.2.** To be considered for award, each Vendor should have three (3) current references complete the Reference Questionnaire Form (Appendix C) and include the completed forms with the Response. A form is included with the solicitation document package. References should be for projects of similar scope and size and for non-ODOT projects.

### D.2.0. Negotiation

- D.2.1.** The Department of Transportation may negotiate with vendors to get the best price, value, and terms. Once the Department of Transportation identifies the candidates, negotiations may take place through the Oklahoma Department of Transportation Purchasing Office. The Oklahoma Department of Transportation considers all costs and business terms negotiable. The Department of Transportation reserves the right to make an award to the lowest, responsive bid if it is deemed in the best interest of the Department.

## E. INSTRUCTIONS TO VENDOR

### E.1.0. Important Information

Important Dates	
Wednesday, July 1, 2020 by 3:00 P.M.	Written Questions
Wednesday, July 8, 2020, by 3:00 P.M.	Responses to Questions Posted on Website
Thursday, July 16, 2020, 2:00 P.M.	Solicitation Closes

### E.1.1. Bidding Procedure

#### E.1.1. Modification, Withdrawal or Cancellation of Responses

- E.1.1.1** Vendors may withdraw, change and resubmit their Responses by appearing in person prior to the time set for the closing of the Response period. Upon presenting proper picture identification to Cheryl Emerson, CPO, the sealed Response will be returned to the Vendor. A new or changed sealed Response will be accepted until the time designated for the closing of the response period.

#### E.1.2. Submission of Responses

- E.1.2.1** All the copies of the Response, the Bid Security, if any, and any other documentation required to be submitted with the Response shall be enclosed in a sealed, opaque envelope. The Response shall be addressed and delivered to the Oklahoma Department of Transportation, Procurement Division, 200 NE 21<sup>st</sup> St, Room 3C6, Oklahoma City, OK 73105. Place on the outside of the envelope the name of the Vendor, the Solicitation #, the words "Sealed Response" and the date set for Opening.
- E.1.2.2** The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.
- E..2.3** Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.
- E..2.4** *Oral, telephonic, or telegraphic or other forms of electronic Responses are invalid and will not receive consideration.*

**NOTE: 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. This will also include the bid security bonds. 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. This supersedes Section E.2.2.1 and E.2.2.4 below unless Vendors are notified otherwise. Electronic responses should include the Solicitation Number and time and date of closing in the Subject Line.**

## **E.2.0. Consideration of Responses**

**E.2.1.** Responses will be opened after the date and time set for receipt of Responses at the Department of Transportation, **emailed to cemerson@odot.org**. This Solicitation is an RFP and not a Request for Bid. A list of responding bidders will be posted on the ODOT Procurement Division after bid closing. Vendors may receive a copy of the response tabulation on the solicitation website after a Contract has been awarded.

**E.2.2.** The Department reserves the right to multi-award this contract if it is deemed in the best interest of the Agency.

## **F. CHECKLIST**

- \_\_\_\_\_ Completed Responding Bidder Information page
- \_\_\_\_\_ Completed and Signed Non-Collusion Certification page
- \_\_\_\_\_ Completed and Signed Pay Item Response Form (Appendix B)
- \_\_\_\_\_ Completed and Signed Addenda and Amendment Receipts
- \_\_\_\_\_ Provide Sales Tax Permit # on Responding Bidder Information
- \_\_\_\_\_ Include explanation if claiming Oklahoma Sales Tax Permit Exception in response package
- \_\_\_\_\_ Include copies of applicable licenses required under Federal, State and Local laws.
- \_\_\_\_\_ Include three (3) references
- \_\_\_\_\_ Read Section G.2 regarding communication during Solicitation Period
- \_\_\_\_\_ Read B.7.1 regarding Taxation Status
- \_\_\_\_\_ Read A.2.4 regarding corrections made to the Pay Item Sheet
- \_\_\_\_\_ Include mandatory documents in the Vendor Response

## **G. OTHER**

### **G.1.0 Communications During the Solicitation Process**

**G.1.1** Communication with anyone but the Buyer may result in a Vendor not being allowed to bid on this project.

### **G.2.0 Questions**

**G.2.1** Questions regarding this solicitation are due no later than Wednesday, July 1, 2020 by 3:00PM. Questions must be writing and are to be sent to the CPO's attention listed on the solicitation. Questions must have the Section and Item Number that the Vendor is questioning. Questions received after the deadline will not be answered.

### **G.3.0. Vendor's Representations and Prequalification**

**G.3.1.** Each Vendor, by making a response, represents that:

**G.3.2.** The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.

**G.3.3.** The Vendor has visited the sites, is familiar with the local conditions under which the work is to be performed and has correlated observations with the requirements of the proposed contract documents.

**G.3.4.** Pre-qualification of Vendors is not required but three (3) references (on completed reference questionnaire forms) must be included with the Response.

**G.4. Forms**

**G.4.1.** Appendix A – Specifications

**G.4.2.** Appendix B – Pay Item Response Form

**G.4.3.** Appendix C – Reference Questionnaire

**H. PRICE AND COST**

**H.1. Pricing Submission**

**H.1.1.** Vendors are to submit pricing using the Pay Item Response Form (Appendix B).

**H.1.2.** A completed Pay Item Response Form is to be submitted as an original hard copy as part of your completed proposal.

## SPECIFICATIONS

Vendor shall provide on-call repair and maintenance services for Oklahoma Department of Transportation truck platform scales at all Department owned weight stations statewide.

Vendor to Provide:

All necessary parts, labor and materials to maintain and repair existing scales, including replacement of major scale components when necessary. It is possible that additional locations might be added in the future.

Service may be requested at any time. Hourly rates will be based on actual time at scale location, and not on travel time to location. No service will be performed without prior approval of the Department's Representative. It is Vendor's responsibility to keep the Department Representative fully informed about status of all repair work.

Upon completion of repair work, vendor must certify scale is within tolerances established by the Oklahoma Department of Agriculture, and is certified by that Department as approved for commerce. Work sites to be left clean and free from debris.

All invoices shall detail location, date(s), services provided, number of hours, hourly rates, part numbers or description of any parts replaced, mileage, and materials.

Mileage, labor parts, and materials must be identified and billed separately.

Any broken, worn, unserviceable, or replaced parts are the property of the State of Oklahoma and must be made available for inspection by Department's Representative upon request. Parts not inspected within thirty (30) days of completion, or by agreement with Department's Representative may be disposed of.

Vendor must supply a list of Holidays observed by their Company.

Vendor shall response at the scale location within forty-eight (48) hours of a service request unless otherwise arranged in advance with the Department's Representative. Vendor to provide phone numbers for their contact person(s), for both normal working hours and emergency service requests.

If it becomes necessary to replace concrete scale deck, replacement must be in accordance with the following specifications unless otherwise specified by Department's Representative.

Concrete must be Class AA Oklahoma Department of Transportation Standard Specifications for Highway Construction, six (6) inches thick, with two (2) layers of reinforcing bars.

Layout shall be:

- \* Number Five (5) Transverse Rebar on Six (6) Centers
- \* Nine (9) Ea. Number Four (4) Longitudinal Rebar, on Six (6) inch centers in middle of slab.
- \* Six (6) Ea. Number Four (4) Rebar, at Twelve (12) inch centers on edge

Vendor will be allowed to charge mileage to scale location based on a maximum of two (2) round trips per call-out, unless approved in advance by Department's Representative. Vendor is expected to arrive at scale locations with sufficient parts and materials to perform most repairs, adjustments, and service in a single trip. Failure to arrive on site with sufficient parts and materials to accomplish the majority of repairs in a single trip, at the discretion of the Department's Representative, be cause for cancellation of this contract. Second and/or subsequent trips on a call-out must be approved in advance by the Department's Representative.

Vendor to provide concrete work in scale pit areas, scale deck, and approaches as necessary for repair of fractures, or replacement, as necessary. Price must include all necessary materials and labor, including concrete, sand or fill, rebar, and structural steel.

Vendor to provide scale related repair and/or replacement services and equipment services and equipment including but not limited to load cells, pivots, bearings, sump pumps, clearing blocked drains, etc.

LOCATIONS OF SCALES:

BOISE CITY  
COLBERT NB & SB  
DAVIS SB  
EL RENO EB & WB  
HUGO NB & SB  
TONKAWA NB

Notes:

- \* The scale at Woodward is currently inoperable. The Department has closed this location, and does not anticipate inspection or repair will be required. This location is included in the bid to allow flexibility in case the situation changes. However, no inspection or service will be performed at this location unless authorized in advance by the Department's Representative.
- \* It is not anticipated repair service will be required on weekend or holidays except in exceptional circumstances. However, the Department reserves the right to use that option at its discretion.
- \* Hourly rates and Hourly Overtime, Nights, and Weekend Rates must be Specified in Bid.
- \* Materials and Parts (Cost +) % must be specified in bid
- \* Fuel Surcharge for travel over 50 Miles (Per Mile) Must be Specified in bid.
- \* Specifications must be changed at the discretion of the Department's Representative. Vendor will be advised on any such changes.
- \* Vendor will make reasonable effort to notify, and coordinate, with the Department's Representative and time.
- \* Vendor's Personnel and equipment will be in close proximity to a weigh station or port-of-entry.

The Department will have the option of requesting service at the location in conjunction with Vendor's other work in that area. Service to be performed by mutual agreement, and the number of miles charged to that service call will be pro-rated to a mutually agreed number based on point of origin other than Vendor's base location.

- \* Travel will be paid in accordance to Oklahoma State Travel Reimbursement Act.

## Oklahoma Department of Transportation

### Weigh Station Locations

Station Name	Number of Scales	County	Approximate Location	Type of Load Cell
Boise City	1	Cimarron	NB/SB on US-287 / single scale serving traffic in both directions	Hydraulic
Colbert NB & SB	2	Bryan	NB/SB on US-75, MM- 3	Mechanical w Electronic Conversion
Davis NB & SB	2	Murray	NB/SB on I-35, MM-53	Mechanical w Electronic Conversion
El Reno EB & WB	2	Canadian	EB/WB on I-40, MM-122	EB – Hydraulic / WB-Mechanical w Electronic Conversion
Hugo NB & SB	2	Choctaw	NB/SB 3 Miles North of Texas border on US-271,	Mechanical w Electronic Conversion
Tonkawa NB & SB	2	Kay	NB/SB on I-35, MM-218	Mechanical w Electronic Conversion
Woodward -CLOSED	1	Woodward	NB US-412/US-270 Junction, single scale serving traffic in both directions	Mechanical w Electronic Conversion

## Pay Item Sheet

Hourly Labor Rate (8 AM to 5 PM) \$ \_\_\_\_\_

Hourly Rate – Overtime, Nights and Weekends \$ \_\_\_\_\_

Materials and Parts (Cost + % \_\_\_\_ ) % \_\_\_\_\_

Fuel Surcharge for Travel over 50 Miles (per Mile) \$ \_\_\_\_\_

Signed by:

\_\_\_\_\_

\_\_\_\_\_

Company