



**State of Oklahoma
Oklahoma Dept. of Transportation
Purchasing Division**

Solicitation

Solicitation #: 3450004640

Solicitation Issue Date: 08/22/16

Brief Description of Requirement:

Solicitation for Proposals (Bid Notice) Non-Highway Construction

Renovation of Existing Building, Construction of 5-bay Equipment Shed and remove existing parking and Grade, Drain and Surface new parking area.

Project Location: 7949 South I-35 Service Road, Oklahoma City, OK 73149

The Solicitation is let pursuant to the Public Competitive Bidding Act of 1974, Title 61, Sec. 101 et. Seq. and accordance with Oklahoma Statute, Title 74, Section 85.12.B.3.

Only bids from Prime Contractors will be accepted. Only the names of the responding vendors will be announced at the bid opening.

Response Due Date¹: 10/07/16

Time: 4:00 PM Central Time

Issued By and RETURN SEALED BID TO²:

Agency Name: Oklahoma Department of Transportation

- U.S. Postal Delivery: 200 NE 21st Street, Room 38C, Oklahoma City, OK 73105
- Carrier Delivery:

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

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

1. Shipping Location: See Attached

2. Contracting Officer:

Name: Cheryl Emerson, CPO

Phone: 405-522-3209

Email: cemerson@odot.org

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



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Responding Bidder Information

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

1. **RE: Solicitation #** 3450004640 / 17-FM-27

2. Bidder General Information:

FEI / SSN : _____ VEN ID: _____
Company Name: _____

3. Bidder Contact Information:

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____

4. Oklahoma Sales Tax Permit³ (type "X" at one below):

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules

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

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

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act (type "X" at one below):

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)⁴

Authorized Signature Date

Printed Name Title

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/fagbussales.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/fags.html#c221>



**State of Oklahoma
Oklahoma Dept. of Transportation
Purchasing Division**

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

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

Solicitation or Purchase Order #: 3450004640 / 17-FM-0027

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 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 a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "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.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

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 AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Oklahoma Department of Transportation located at 200 NE 21st Street,
Oklahoma City, OK 73105 at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

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

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
 - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.2. Solicitation, as amended (if applicable); and
 - A.9.2.3. 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.
- 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 State prior to the closing date.

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:1115-7-32.

A.14. Award of Contract

- A.14.1. The State Purchasing Director 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 State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3. 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.15. Contract Modification

- A.15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2. 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 Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

- A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.17. Invoicing and Payment

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

A.18. Tax Exemption

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

A.19. Audit and Records Clause

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. Non-Appropriation Clause

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

A.21. Choice of Law

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

A.22. Choice of Venue

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

A.23. Termination for Cause

- A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1. 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.24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful bidder(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.26. Employment Relationship

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

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

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

A.28. Compliance with Applicable Laws

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

A.29. 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 to the Public Competitive Bidding Act of 1974, Title 61, Sec. 101 et. Seq. and accordance with Oklahoma Statute, Title 74, Section 85.12.B.3.

B.2.0. Definitions

- B.2.1.** The Department or Division is the Oklahoma Department of Transportation, Purchasing Division.
- B.2.2.** 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.
- B.2.3.** 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.
- B.2.4.** 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.
- B.2.5.** 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.
- B.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.
- B.2.7.** The Consultant is the Licensed Architect, Licensed Landscaped Architect, Registered Professional Engineer, or Registered Land Surveyor under contract to the State of Oklahoma for the purpose of designing and monitoring the construction of the project.
- B.2.8.** 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.
- B.2.9.** A Vendor is a person or entity that submits a Response.
- B.2.10.** The Owner is the State of Oklahoma represented by the Department of Transportation.

B.3.0. Response Documents

B.3.1. Copies

- B.3.1.1.** CD's containing plans and specifications must be requested in writing from Cheryl Emerson, CPO. While CD's will be available to both General Contractors and Sub-Contractors, only responses submitted by General Contractors who attended the Mandatory Pre-Bid Conference will be accepted.
- B.3.1.2.** Vendors shall use complete sets of Response Documents obtained from the source indicated in the Solicitation for Responses. Neither the Owner nor the Consultant assumes any responsibility for errors or misrepresentation resulting from the use of incomplete sets of Response Documents.
- B.3.1.3.** The Owner, in making copies of the Response Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

B.3.2. Substitutions

- B.3.2.1.** When name brands are used to describe materials, products, or equipment, the name brands are used only to establish a standard of required function, dimension, appearance and quality to be met by any properly proposed substitution.
- B.3.2.2.** No substitutions for responses will be considered unless written request for approval has been received by Cheryl Emerson, CPO prior to or at the time listed. Request for Substitution must be on the Substitution Request Form included in the Solicitation. Supporting documentation should be included with the Substitution Request Form. The burden of proof of the merit of the proposed substitute is upon the proposer. The Consultant's decision of approval or disapproval of a proposed substitute shall be final.

- B.3.2.3.** If the Consultant approves any proposed substitution prior to the receipt of Responses, such approval will be posted on the website in the form of an Addendum. Vendors shall not rely upon approvals made in any other manner.
- B.3.2.4.** No substitutions shall be considered after the contract award unless specifically provided in the contract documents.
- B.3.2.5.** When roofing is required as a portion of the Work, or as the total extent of the Work, only manufacturers, their certified applications, and products approved through the State of Oklahoma Roof Warranty Program are acceptable.

B.3.3. Addenda

- B.3.3.1.** 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.3.3.2.** Copies of the Addenda will be made available for inspection at the Department.
- B.3.3.3.** 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.3.3.4.** Each Vendor shall acknowledge that all Addenda and Amendments were received, by signing the Addenda and Amendment Forms.

B.3.4. Bid Security

- B.3.4.1.** Each response must be accompanied by a certified or cashier's check, or bid bond in an amount equal to five percent (5%) of the total amount of the Response and all alternates as a guaranty that, if awarded the contract, the Vendor will execute the contract and furnish bonds and insurance as required in Section E.3.0 and of this solicitation packet. An Irrevocable Bid Letter of Credit used as bid security must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on a form obtained from the Division. The State reserves the right to hold the bid security of the three (3) lowest vendors until the successful Vendor has executed contract and furnished the required bonds and proof of insurance. No bid security is required if the total of the Base Response and Alternates is Fifty Thousand Dollars (\$50,000.00) or less.
- B.3.4.2.** Failure of the successful Vendor to enter into a contract within the time specified in 5.3.4.3 of these instructions shall result in forfeiture to the Department of Transportation of the cost of republication of Notice to Vendors, all actual expenses incurred by reason of the Vendor's default and the difference between the low Response of the defaulting Vendor and the amount of the Response of the Vendor to whom the contract is subsequently awarded, but not to exceed the amount of said check or bond.
- B.3.4.3.** An extension of sixty (60) days may be given to the normal twenty (20) days permitted Vendors to return the contracts when the Vendor is having difficulty obtaining bonds. The extension may be granted by the Department only upon written request from the Vendor.
- B.3.4.4.** Bid security for non-binding, non-encumbered contracts where no estimated quantities for Unit Prices are given will be stated in the Response Documents. If the required bid security is not stated in the Response Documents, then Vendors should provide Bid Security in the amount of five percent (5%) of the Bid.

B.4.0. Surety Bonds

B.4.1. Bond Requirements

- B.4.1.1.** All bonds are for the full value of the contract and shall be issued by a surety company authorized by the Oklahoma Insurance Department to do business in the State of Oklahoma and approved by the Division.
- B.4.1.2.** A bond is required for all contracts with a value exceeding Fifty Thousand Dollars (\$50,000.00) that includes coverage for (1) Performance: to ensure the completion of the work in accordance with contract documents in the time stipulated; (2) Defect – to provide for defects in construction or materials for a period of one (1) year from the date of acceptance of the

completed work; and (3) Payment – to assure the State is protected from the actions of subcontractors, suppliers and employees for unpaid debts of the contractor.

B.4.1.3. All bonds must be on the forms prescribed and issued by the Department and included in the solicitation material.

B.4.1.4. Irrevocable Letters of Credit may be used as a substitute for the bonds required in 7.1.2 of these instructions. The letters of credit must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on forms obtained from the Division.

B.5.0. Insurance Requirements

- B.5.1.** 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.5.2.** 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.5.3.** Builder's Risk Insurance is required to be provided by the Vendor.

B.6.0. Form of Contract Agreement

B.6.1. A contract is to be used as the agreement between the State and the successful Vendor.

B.7.0. Labor

- B.7.1.** The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.
- B.7.2.** There is no Federal funding for this project and Davis Bacon Wages do not apply for this project.

B.8.0 Documents for Construction

B.8.1 All additional sets of plans and specifications will be the responsibility of the Vendor.

C. SOLICITATION SPECIFICATIONS

C.1.0 Plans & Specifications

C.1.1. A. C.D. containing plans and specifications may be requested by sending a written request to: Cheryl Emerson, CPO, cemerson@odot.org or by fax (405) 522-1804.

C.2.0 Scope of Project:

C.1.2.1 Renovations to existing building, construction of a 5-bay equipment shed, and remove existing parking and grade, drain and surface new parking area.

C.3.0 Location of Project:

C.1.3.1 7949 South I-35 Service Road, Oklahoma City, OK 73149

C.4.0 Construction Period:

C.1.4.1. One Hundred Eighty (180) days from the time the Notice to Proceed is issued.

D. EVALUATION

D.1.0. Evaluation Criteria

- D1.1.** The RFP will be evaluated on the following criteria: Cost and Compliance with Specification.
- D.1.2.** To be considered for award, each Vendor must have three (3) references complete the Reference Questionnaire Form (Appendix B) and include the completed forms with the Response. Forms are included with the solicitation document package.

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	
Friday, September 2, 2016 by 2:00 P.M.	Pick-Up Plans
Weds., September 7, 2106, 10:00 A.M.	Mandatory Pre-Bid Conference
Friday, September 23, 2016, by 3:00 P.M.	Written Questions Due
Weds. September 21, 2016, by 12:00 P.M.	Substitute Request Form Due
Friday, September 30, 2016, by 3:00 P.M.	Responses to Questions Posted on Website
Friday, October 7, 2016, 4:00 P.M. CST	Solicitation Closes, Bid Opening

E.1.0. Mandatory Pre-Bid Conference

- E.1.1.** A Mandatory Pre-Bid Conference has been scheduled for Weds., September 7, 2016, 10:00 A.M. at ODOT SAPM Annex, 7949 South I-35 Service Road, Oklahoma City, OK 73149
- E.1.2.** The Pre-Bid Conference for this project is mandatory.
- E.1.3.** Verbal communications at any pre-bid meeting are non-binding. All clarifications, revisions or changes to the Bidding Documents will be posted on the website by the response deadline date.

E.2.0. Bidding Procedure

E.2.1. Form and Style of Responses

- E.2.1.1.** All requested Alternates shall be bid. If no charge to the Base Response is required, enter “No Charge.” Failure to bid all Alternates may disqualify the Response.
- E.2.1.2.** Where two or more Responses for designated portions of the work have been requested, the Vendor may, without forfeiture of the bid security, state the refusal to accept an award of less than the combination of Responses the Vendor stipulates. The Vendor shall make no additional stipulations on the bid form nor qualify the Response in any other manner.

E.2.2. Modification, Withdrawal or Cancellation of Responses

- E.2.2.1.** 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.2.2.2.** Bid Security, if any is required, shall be in an amount of five percent (5%) of the Response as modified.

E.2.3. Submission of Responses

- E.2.3.1.** 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, Purchasing Division, 200 NE 21st St, Room 3C8, 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.2.3.2.** The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.

E.2.3.3. Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.

E.2.3.4. Oral, telephonic, or telegraphic Responses are invalid and will not receive consideration.

E.3.0 Consideration of Responses

E.3.1. Responses will be opened publicly immediately after the time set for receipt of Responses at the Department of Transportation, 200 NE 21st St, Oklahoma City, OK 73105. This Solicitation is being bid out as an RFP and only the names of the Vendors will be read out loud at the Response Opening. Vendors may receive a copy of the response tabulation on the solicitation website.

F. CHECKLIST

- _____ Completed Responding Bidder Information page
- _____ Completed and Signed Non-Collusion Certification page
- _____ Completed and Signed Bid Form and Bid Tab Sheet
- _____ Completed and Signed List of Major Subcontractors List
- _____ Completed and Signed Substitution Request
- _____ Completed and Signed Addenda and Amendment Receipts
- _____ Completed Bid Security
- _____ Read Section E.0 regarding the Mandatory Pre-Bid Conference
- _____ Read Section G.1 regarding taxation status
- _____ Read Section G.2 regarding communication during Solicitation Period

G. OTHER

G.1.0 Taxation Status

G.1.1 This project is taxable. ODOT's tax exempt status does not flow down to the Vendor.

G.2.0 Communications During the Solicitation Process

G.2.1 Communication with anyone but the Buyer may result in a Vendor not be allowed to bid on this project.

G.4.0 Questions

G.4.1 Questions regarding this solicitation are due no later than Friday, September 23, 2016 by 3:00 P.M. 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.5.0. Vendor's Representations and Prequalification

G.5.1. Each Vendor, by making a response, represents that:

G.5.2. The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.

G.5.3. The Vendor has visited the site, 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.5.4. The submitted Response is based upon the materials, systems and equipment required by the Response Documents without exception.

G.5.5. Pre-qualification of Vendors is not required but three (3) references (on completed reference questionnaire forms) must be included with the Response.

G.6. Forms

G.6.1. Appendix A – Response Form – Response Tab Sheet

G.6.2. Appendix B – Reference Questionnaire

- G.6.3.** Appendix C – Payment Bond
- G.6.4.** Appendix D – Performance Bond
- G.6.5.** Appendix E – Statutory Defect Bond
- G.6.6.** Appendix F – DEQ Form 606-002A
- G.6.7.** Appendix G – Major Subcontractor List
- G.6.8.** Appendix H – Substitution Request

H. PRICE AND COST

H.1. Pricing Submission

- H.1.1.** Vendors are to submit pricing using the Response Tab Sheet (included in Appendix A). In addition, Vendors will need to sign and date the Solicitation Request (included in Appendix A) and include it in their response package.
- H.1.2.** A completed Response Tab Sheet is to be submitted as an original hard copy as part of your completed proposal.

Solicitation # 3450004640

Bid Form

Bidder Company Name: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ FEI: _____

1. The undersigned, being familiar with the local conditions affecting the cost of the work, and the Contract Documents, including the Solicitation for Bids Notice, General Conditions, Special Conditions for Construction Contracts, Specifications, Plans and Addendum (if any), on file at the Oklahoma Department of Transportation, 200 NE 21st St, Room 3C8, Oklahoma City, OK 73105 and posted at the solicitation website; And in accordance with the provisions thereof, herby proposes to furnish all labor, materials and equipment necessary for the following, in accordance with the plans and specifications for Solicitation # 3450004640 for the sums listed.
2. In submitting the bid, it is understood that the right is reserved by the State of Oklahoma to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days after the date of closing of same. Work is to start within ten (10) days after receipt of Work Order Notice to Proceed.
3. If the bid exceeds \$50,000.00, it shall be accompanied by a certified check or cashier's check made payable to the State of Oklahoma, or a Corporate Surety Bond of a surety company duly authorized to do business in the State of Oklahoma, in the sum of five percent (5%) of the total amount of the bid (unless otherwise specified in the bid documents) which is submitted as bid security, conditioned upon the Bidder's entering into a contract with the State of Oklahoma in accordance with the terms of the bid. It is agreed that said bid security of the successful bidder will constitute liquidated damages, and not a penalty for the failure of the bidder to enter into a contract in accordance with this bid.
4. We propose to complete this work within one hundred and eighty (180) days from the date of receipt of the Work Order Notice to Proceed.

Signature: _____

BID SHEET	
PROJECT DESCRIPTION ODOT SAPM Division Annex Improvements CONSTRUCTION PROJECT NUMBER BSAP-255E(376)FM CONSTRUCTION JOB PIECE NUMBER JIP 32422(04) CONSTRUCTION COUNTY Oklahoma County	
DESCRIPTION	TOTAL BID
CIVIL SITE BID	
GENERAL CONDITIONS	
MOBILIZATION	\$ -
BONDS & INSURANCE	\$ -
GENERAL CONDITIONS	\$ -
SITE PREPARATION	
CONSTRUCTION STAKING LEVEL II	\$ -
TEMPORARY SILT FENCE	\$ -
SILT DIKE	\$ -
CLEARING AND GRUBBING	\$ -
SOLID SLAB SODDING	\$ -
SUBTOTAL SITE PREPARATION	\$ -
SITE DEMOLITION	
REMOVAL OF ASPHALT PAVEMENT	\$ -
REMOVAL OF CONCRETE PAVEMENT	\$ -
REMOVAL OF GRAVEL PAVEMENT	\$ -
SUBTOTAL SITE DEMOLITION	\$ -
EARTHWORK	
UNCLASSIFIED EXCAVATION	\$ -
EMBANKMENT	\$ -
IMPORT SELECT FILL	\$ -
SUBTOTAL EARTHWORK	\$ -
AGGREGATE BASE	
AGGREGATE BASE TYPE A	\$ -
TBSC TYPE E	\$ -
SUBTOTAL AGGREGATE BASE	\$ -
PAVING	
P.C. CONCRETE PAVEMENT - HEAVY DUTY	\$ -
6" CURB BARRIER INTEGRAL	\$ -
6" CURB & GUTTER	\$ -
CONCRETE SIDEWALK & HANDRAIL	\$ -
TRAFFIC STRIPE (SYMBOLS) HANDICAP	\$ -
SHEET ALUMINUM SIGNS	\$ -
TRAFFIC STRIPE (PLASTIC) (4 INCH WIDE)	\$ -
SUBTOTAL PAVING	\$ -
STORM SEWER	
CAST IRON DOWNSPOUT BOOT	\$ -
4" PVC PIPE	\$ -
SUBTOTAL STORM SEWER	\$ -
SITE ELECTRICAL	
SITE ELECTRICAL SERVICE	\$ -
SITE LIGHTING	\$ -
SUBTOTAL SITE ELECTRICAL	\$ -
MISCELLANEOUS SITE ITEMS	
8 INCH BOLLARD	\$ -
SUBTOTAL MISCELLANEOUS SITE ITEMS	\$ -
TOTAL CIVIL SITE BID	\$ -
BUILDING BID	
EXIST. BUILDING DEMOLITION	
DEMOLITION	\$ -
DOCK LEVELER INFILL	\$ -
SUBTOTAL EXIST. BUILDING DEMOLITION	\$ -
EXIST. BUILDING IMPROVEMENTS	
REPLACE INSULATION	\$ -
REPLACE METAL PANEL	\$ -
OVERHEAD DOORS & FRAMES	\$ -
SUBTOTAL EXIST. BUILDING IMPROVEMENTS	\$ -
EXIST. BUILDING ELECTRICAL & PLUMBING IMPROVEMENTS	
FIRE SPRINKLER SYSTEM ALTERATIONS	\$ -
ELECTRICAL ALTERATIONS	\$ -
SUBTOTAL EXIST. BUILDING ELECTRICAL & PLUMBING IMPROVEMENTS	\$ -
NEW BUILDING	
5-BAY EQUIPMENT SHED (CONCRETE FLOOR, NO WASH BAY)	\$ -
SUBTOTAL NEW BUILDING	\$ -
TOTAL BUILDING BID	\$ -
TOTAL BASE BID	\$ -
ALTERNATE NO. 1 BID	
EXIST. BUILDING IMPROVEMENTS	
PAINT EXISTING WALLS AND TRIM	\$ -
SUBTOTAL ALTERNATE NO. 1	\$ -
TOTAL BASE BID + ALTERNATE NO. 1 BID	\$ -

Sign Here

SOLICITATION REQUEST



Request for Quote Request for Proposal Request for Bid

Dispatch via Print

Department of Transportation

Dept of Transportation
Procurement Branch
200 NE 21st Street
Oklahoma City OK 73105

Supplier: NAME _____
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Request Quote ID.	Date	Buyer	Page
3450004640	07/29/2016	Cheryl Emerson	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	08/18/2016 12:31 PM	10/07/2016 04:00 PM	

Requisition Number Reference: _____ From Req ID - 3450029959

Ship To: DEPT OF TRANSPORTATION
SEE BELOW
OK

Bill To: DEPT. OF TRANSPORTATION
FACILITIES MANAGEMENT DIVISION
200 NE 21ST
OKLAHOMA CITY OK 73105

						Supplier Responses	
Line	Cat CD / Item # - Descr		Qty.	UOM	Unit Cost	Ext. Cost	
1	72121400 / 1000023839	SERVICE:Nonresidential building construction services	1	8P			

Construction of 5-bay Equipment Shed

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

Please do not fill in proposal on this sheet. Use the Bid Sheet that is in Appendix A of the Solicitation Package for your proposal.

2 72121103 / 1000013705 SERVICE:Building renovation and repair, commercial and office

Renovations to existing building

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

3 72103301 / 1000023218 SERVICE:Paving/Repair of parking lot

Remove existing parking, and Grade Drain and surface new parking area

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:
THE SOLICITATION IS LET PURSUANT TO THE PUBLIC COMPETITIVE BIDDING ACT OF 1974, TITLE 61, SEC. 101 ET. SEQ. AND ACCORDANCE WITH OKLAHOMA STATUTE, TITLE 74, SECTION 85.12.B.3.
FUND: 310H
ACCT: 713400
OBJECT CODE: 462100

This is NOT AN ORDER

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

Authorized Signature

Sign Here



SOLICITATION REQUEST

Request for Quote Request for Proposal Request for Bid

Dispatch via Print

Department of Transportation

Dept of Transportation
Procurement Branch
200 NE 21st Street
Oklahoma City OK 73105

Supplier: NAME _____
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Request Quote ID.	Date	Buyer	Page
3450004640	07/29/2016	Cheryl Emerson	2
Payment Terms	DateTime Quote Open	Closing	
0 Days	08/18/2016 12:31 PM	10/07/2016 04:00 PM	

Requisition Number Reference: From Req ID - 3450029959

Ship To: DEPT OF TRANSPORTATION
SEE BELOW
OK

Bill To: DEPT. OF TRANSPORTATION
FACILITIES MANAGEMENT DIVISION
200 NE 21ST
OKLAHOMA CITY OK 73105

Line	Cat CD / Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost

PROJECT: BSAP-255E(376)FM
J/P 32422(04)

SHIP-TO: ODOT SAPM ANNEX
7949 SOUTH I-35 SERVICE ROAD
OKLAHOMA CITY, OK 73149

REFERENCE REQ: 3450029959
AGENCY REQ: 17-FM-0027

APPROVED BY SECRETARY RIDLEY 08/16/16

This is NOT AN ORDER

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

Authorized Signature

Sign Here

Solicitation # 3450004640

Reference Questionnaire

This form must be completed by three (3) references for projects of similar scope and scale. Completed reference forms must be returned with bid documents in order to be considered for award of this project.

Reference Completed for: _____

Completed by (Company Name): _____

Completed by (Your Name): _____ Phone #: _____

Signature: _____ **Date:** _____

Questions

1. What was the scope of the project you obtained from the vendor?

2. What year(s) were the services performed (example: 2009-2011)?

3. What would you do differently the next time you undertake a similar contract?

4. Explain why you would, or would not, do business with this vendor again.

Using a scale where (0 is Poor, 2 is Fair, 4 is Good, and 5 is Excellent), please complete:

- | | |
|---|-------|
| 1. How would you rate the quality of the vendor's performance? | _____ |
| 2. How would you rate the responsiveness of this vendor? | _____ |
| 3. Did the vendor complete the work within the required timeline? | _____ |
| 4. Did the vendor maintain communication with you? | _____ |
| 5. Did the vendor keep you informed of problems that occurred? | _____ |
| 6. Did you experience any problems with invoicing/billing accuracy? | _____ |
| 7. Were any problems experienced dealt with to your satisfaction? | _____ |
| 8. Was this vendor flexible in meeting your requirements? | _____ |

Solicitation # 3450004640

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

Contractor (Name & Address):

Surety (Name & Principal Place of Business):

Owner: Purchasing Division
Oklahoma Department of Transportation
State of Oklahoma
200 NE 21st St, Room 3C8
Oklahoma City, Ok 73105

Construction Contract

Date:

Amount: \$

Description (Name & Location):

Bond:

Date (Not earlier than construction contract date):

Amount: \$

Contractor (Representative)

Surety (Representative)

Signature: _____

Signature: _____

Name & Title:

Name & Title

Agent or Broker:

Owner's Representative:

Name and Title:
(Name, Address & Phone Only)

Name and Title:
(Architect, Engineer or other party)

Solicitation # 3450004640

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.
2. With respect to the Owner, this obligation shall be null and void if the Contractor:
 - 2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
 - 2.2 Defends, indemnifies and holds harmless the owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.
3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.
4. The Surety shall have no obligation to Claimants under this Bond until:
 - 1.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.
 - 1.2 Claimants who do not have a direct contract with the Contractor:
 - 4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
 - 4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

Solicitation # 3450004640

- 4.2.3 Not having paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under the Bond and enclosing a copy of the previous written notice furnished to the Contractor.
5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.
6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:
- 6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.
- 6.2 Pay or arrange for payment of any undisputed amounts.
7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond subject to the Owner's priority to use the funds for the completion of the work.
9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
10. No suit or action shall be commenced by a claimant under this Bond other than in a court of competent jurisdiction or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the

Solicitation # 3450004640

minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice of Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that the Bond shall be construed as a statutory bond and not as a common law bond.
13. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. DEFINITIONS

14.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of the Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.

Solicitation # 3450004640

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

Contractor (Name & Address):

Surety (Name & Principal Place of Business):

Owner: Purchasing Division
Oklahoma Department of Transportation
State of Oklahoma
200 NE 21st St, Room 3C8
Oklahoma City, Ok 73105

Construction Contract

Date:

Amount: \$

Description (Name & Location):

Bond:

Date (Not earlier than construction contract date):

Amount: \$

Contractor (Representative)

Surety (Representative)

Signature

Signature

Name & Title: Agent or Broker
(Name, Address, & Phone Only)

Owner's Representative
(Architect, Engineer or other party)

Solicitation # 3450004640

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligations under this Bond, except to participate in conferences as provided in Subparagraph 3.1.
3. The Surety's obligation under this bond may arise after:
 - 3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than ten (10) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor's Default; and
 - 3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than seven (7) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and
 - 3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.
4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions.
 - 4.1 Arrange for a Contractor, with consent of the Owner, to perform and complete the Construction Contract; or
 - 4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or
 - 4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the

Solicitation # 3450004640

- Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or
- 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
- 4.4.1 After investigation, determine the amount for which may be liable to the Owner, and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or
- 4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.
5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fourteen (14) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages of the Construction Contract, the Surety is obligated without duplication for:
- 6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- 6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
- 6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performances or non-performance of the Contractor.
7. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

Solicitation # 3450004640

8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.
9. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provisions in this Bond conflicting with said statutory or legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

10. DEFINITIONS

10.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

10.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

10.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise comply with the terms of the Construction Contract.

10.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.

Solicitation # 3450004640

Statutory Defect Bond

61 O.S. 1991, Section 113 (B)(3)

Know all men by these presents;

That _____, as Principal and _____ a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as surety, are held and firmly bound unto the State of Oklahoma in the penal sum of _____ Dollars (\$_____) in lawful money in the United States of America, said sum being equal to one hundred percent (100%) of the Contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrator, trustees, successors, and assigns jointly and severally, firmly by these presents:

The condition of this obligation is such that:

Whereas, said Principal entered into a written contract with the State of Oklahoma, dated _____, for _____.

ODOT Solicitation # 3450004640 all in compliance with the plans and specifications; therefore, made a part of said contract and on file in the Department of Transportation, Purchasing Division, 200 NE 21st St, Room 3C8, Oklahoma City, OK 73105.

Now therefore, if said Principal shall pay or cause to be paid to the State of Oklahoma all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after the acceptance of said project by the State of Oklahoma; then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is expressly agreed and understood by the parties hereto that no charges or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

In witness whereof, the said Principal has caused these present to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these present to be executed in its name and its corporate seal to be hereunto affixed by its attorney in fact, duly authorized so to do, the day and year set forth below.

Date this _____ day of _____, 20_____.

Principal: _____
By (Title): _____

Attest: _____

Surety: _____
(Attorney in fact)

By:
Name:
Address:
City: State:
Zip Code: Telephone #:

NOTICE OF INTENT

See Reverse Side for Instructions

DEQ FORM
606-002A
Sept, 13, 2012



Oklahoma Department of Environmental Quality
Notice of Intent (NOI) for Storm Water Discharges Associated with
CONSTRUCTION ACTIVITY on Sites of One or More Acres
Under the OPDES General Permit OKR10

SUBMISSION OF THIS NOTICE OF INTENT CONSTITUTES NOTICE THAT THE PARTY IDENTIFIED IN Part I OF THIS FORM INTENDS TO BE AUTHORIZED BY AN OPDES PERMIT ISSUED FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY IN THE STATE OF OKLAHOMA. BECOMING A PERMITTEE OBLIGATES SUCH DISCHARGER TO COMPLY WITH THE TERMS AND CONDITIONS OF THE PERMIT. IN ORDER TO OBTAIN AUTHORIZATION, ALL REQUESTED INFORMATION MUST BE PROVIDED ON THIS FORM. SEE INSTRUCTIONS ON BACK OF FORM.

IF YOUR FACILITY OR SITE IS ON INDIAN COUNTRY LAND, FILE YOUR NOI WITH THE EPA, USING EPA FORM 3510-9.

NEW APPLICATION **RENEWAL** **MODIFICATION** Enter Authorization Number: **OKR10** _____

I. Facility Operator Information

Name: _____ Phone: (____) _____

Address: _____

City: _____ State: _____ Zip Code: _____ E-mail Address: _____

II. Site Information

Name of the project: _____ Address: _____

City: _____ County: _____ ZIP Code: _____

Location: Latitude: _____ Longitude: _____

Name of Receiving Water Body: _____

Is the discharge to an impaired water body on the DEQ 303(d) list? Yes No

Is there an approved TMDL or watershed plan applicable to this site? Yes No Purpose of Project _____ (See Instructions)

Is this site a part of the common plan of development or sale? Yes No Estimated area to be disturbed (to nearest acre): _____

ENDANGERED SPECIES

Based on the instructions provided in Part 11 and Addendum A of the permit, is the proposed construction or land disturbing activity within the corridor of any of the listed Aquatic Resources of Concern (ARC)? Yes No

If the answer is yes, please refer to Part 11.2 Step 2.

All permit eligibility requirements with regard to protection of endangered species through the indicated Section of Part 1.3.2.E.2 of the permit have been complied with. (check one or more boxes):

- a. b. c. d. e.

III. Certification

_____ (Initial) "I certify that this facility is registered with the Secretary of State of Oklahoma." Please provide the full name of company/corporation if different than that listed in Section I above.

_____ (Initial) "I certify that a Storm Water Pollution Prevention Plan (SWP3) has been prepared for this facility in accordance with Part 4.5 of this permit."

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage this system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

I understand that continued coverage under this permit is contingent upon maintaining eligibility as provided for in Part 1.3."

Name (Please Print): _____ Date: _____

Signature: _____ Title _____

For DEQ use only: Assigned Authorization Number: **OKR10** _____



Instructions – DEQ Notice of Intent (NOI) for Storm Water Discharges Associated with Construction Activity to be Covered Under the OPDES General Permit OKR10

Who Must File a Notice of Intent Form

Under the provisions of the Clean Water Act, as amended, (33 U.S. 1251 et. seq. the Act), Oklahoma Environmental Code, Title 27A of the Oklahoma Statutes, Section 2-6-201 et. seq. and the rules OAC 252:606-1-3(b), discharge of storm water from construction activities is prohibited without an Oklahoma Pollutant Discharge Elimination System Permit. The operator of a construction site that has such a storm water discharge must submit an NOI to obtain coverage under an OPDES Storm Water General Permit (OKR10). If you have questions about whether you need a permit under the OPDES Storm Water program, or if you need information, write to the address listed below or telephone the Environmental Complaints and Local Services Division, Department of Environmental Quality (DEQ), at (405) 702-6100 and ask for the Storm Water Unit.

Where to File an NOI Form:

DEQ/Environmental Complaints and Local Services (ECLS)
Storm Water Unit
P.O. Box 1677
Oklahoma City, OK 73101-1677
FAX (405) 702-6226

Note: do not submit an SWP3 with the NOI, unless the project is located (1) within Outstanding Resource Waters, or (2) within a Federal and State ARC, or (3) within a larger site which is disturbing land of 40 or more acres.

Completing The Form

You must type or print, using upper-case letters, in the appropriate areas only. If you have any questions on this form, call DEQ-ECLS at (405) 702-6100 and ask for the Storm Water Unit.

Section I. Facility Operator Information

Provide the legal name, mailing address, and telephone number of the person, firm, public organization, or any other entity that either individually or together meet either of the following two criteria: (1) have operational control over the site specifications (including the ability to make modifications in specifications); and (2) have the day-to-day operational control of those activities at the site necessary to ensure compliance with plan requirements and permit conditions. If you are a Co-Permittee, check the appropriate box. Do not use a colloquial name.

Section II. Site Information

Enter the Project's official or legal name and complete street address, including city, county, state, ZIP code and phone number. If the site lacks a street address, indicate with a general statement the location of the site (e.g., Intersection of State Highways 61 and 34). The applicant must also provide the latitude and longitude of the facility in degrees, minutes, and seconds to the nearest 15 seconds ($45^{\circ} 7' 24'' = 45.1234$ decimal latitude) of the approximate center of the site.

The latitude and longitude of your facility can be located on USGS quadrangle maps. The quadrangle maps may be obtained at 1-888-ASK-USGS. Longitude and latitude may also be obtained at the Census Bureau Internet site: <http://www.census.gov/cgi-bin/gazetteer>. Only one location description is needed: address; section, township, and range; or latitude and longitude.

Enter the name of the closest predominant receiving water body. The Oklahoma 303(d) list can be found online at http://www.deq.state.ok.us/WQDnew/305b_303d/index.html or [the DEQ GIS Map and Data Viewer at](http://maps.deq.ok.gov/dcq_wq/) http://maps.deq.ok.gov/dcq_wq/

If your facility or site is on Indian Country land, do not complete this form. File your NOI with the EPA online at <http://cfpub.epa.gov/npdes/stormwater/enoi.cfm>

Enter the description of the purpose of your project, such as residential subdivision, commercial building, road and bridge, wind farm etc.

Indicate whether your discharge will be consistent with the conditions and requirements of EPA approved or established TMDLs. An approved TMDL report can be found online on the DEQ website at <http://www.deq.state.ok.us/WQDnew/tmdl/index.html>.

Indicate whether your site is a part of the common plan of development or sale, which is a contiguous area where multiple separate and distinct construction activities may be taking place at different times on different schedules under one plan.

Enter the estimated area to be disturbed including but not limited to: grubbing, excavation, grading, and utilities and infrastructure installation. Indicate to the nearest acre.

Indicate if the proposed construction site or land disturbing activity is within the corridor of a listed Aquatic Resource of Concern (ARC), Addendum A of the General Permit, and associated with the discharges and requirements to be covered by this permit as follows, Part 1.3.2.E.2:

- a The proposed construction site or land disturbing activity is not located within any of the corridors of the Federal or State identified ARC, and further investigation is not required.
- b The proposed construction site or land disturbing activity is located within a corridor of a Federal or State identified ARC (Addendum A). The SWP3 describes this area in relation to the listed water or watershed and specifies the measures to be employed to protect the endangered or threatened species or their critical habitat.
- c If one of those eligibility criteria cannot be met, applicants may use Addendum I (Buffer Guidance) for equivalent sediment controls or contact DEQ for further assistance; or
- d The applicant's federally approved activities are authorized by the appropriate Federal or State agency and that authorization addresses the Endangered Species Act Section 7 consultation for the applicant's storm water discharge or storm water discharge-related activities; or
- e The applicant's storm water discharges and storm water discharge-related activities were already addressed in another operator's certification of eligibility under Part 1.3.2.E.2 a, b, c, or d that included the applicant's project area. By certifying eligibility under Part 1.3.2.E.2 e, the applicant agrees to comply with applicable measures or controls upon which the other operator's certification under Part 1.3.2.E.2 a, b, c or d was based.

Section III. Certification

Certify that this company/corporation is registered with the Secretary of State of Oklahoma;

Certify that a Storm Water Pollution Prevention Plan (SWP3) has been prepared for this facility in accordance with Part 4.5 of this permit;

Federal Statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

For a corporation: by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or their designee, or any other person who performs similar policy or decision-making functions for the corporation, or (ii) the manager of one or more manufacturing, production, or operating facilities, provided, the manager is authorized to make management decisions which govern the operation of the regulated facility, including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations; the manager can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements; and where authority to sign had been assigned or delegated to the manager in accordance with corporate procedures.

For a partnership or sole proprietorship: by a general partner of the proprietor, or; For a municipality, state, Federal, or other public agency: by either a principal executive or ranking elected official.

PLEASE MAKE SURE YOU ACQUIRE A COPY OF THIS PERMIT AND CAREFULLY READ ALL THE TERMS AND CONDITIONS



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Technology

LIST OF MAJOR SUBCONTRACTORS (With Bid Documents)

Project: ODOT SAPM Annex Improvements From (Contractor): _____
7949 South I-35 Service Road, Oklahoma City, OK 73149 Date: _____
 To (A/E): _____ A/E Project Number: IP# 32422(04); Project No. BSAP-255E(376)FM
 _____ Contract For: ODOT SAPM DIVISION

List Subcontractors and Major Material Suppliers proposed for use on this Project as required by the Construction Documents. Attach supplemental sheets if necessary.

Section Number	Section Title Description of Scope of Work	Firm	Address	Phone Number (Fax Number)	Contact
	Pre-Engineered Metal Building				
	Plumbing				
	Electrical				

Attachments

Signed by: _____ Date: _____

Copies: Owner Consultants _____ _____ _____ _____ _____ File

SUBSTITUTION REQUEST



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Project: ODOT SAMP Annex Improvements Substitution Request Number: _____

7949 South I-35 Service Road, Oklahoma City, OK From: _____

To: _____ Date: _____

A/E Project Number: BSAP-255E(376)FM

Re: _____ Contract For: _____

Specification Title: _____ Description: _____

Section: _____ Page: _____ Article/Paragraph: _____

Proposed Substitution: _____

Manufacturer: _____ Address: _____ Phone: _____

Trade Name: _____ Model No.: _____

Installer: _____ Address: _____ Phone: _____

History: New product 2-5 years old 5-10 yrs old More than 10 years old

Differences between proposed substitution and specified product: _____

Point-by-point comparative data attached - REQUIRED BY A/E

Reason for not providing specified item: _____

Similar Installation:

Project: _____ Architect: _____

Address: _____ Owner: _____

Date Installed: _____

Proposed substitution affects other parts of Work: No Yes; explain _____

Supporting Data Attached: Drawings Product Data Samples Tests Reports _____

