



1. Solicitation #: 24-LG-0214 2. Solicitation Issue Date: 4/15/24

3. Brief Description of Requirement:

Purpose: Installation of signs and footings throughout the City of Edmond to enhance the ability of citizens and tourists to locate businesses, tourist sites, recreational sites, schools, and so on.

Location: Locations throughout the City of Edmond (See Exhibits A, D-1 & E)

Questions may be submitted until 2:00 PM, Wednesday, April 30, 2024 with responses made available by 2:00 PM, Wednesday, May 8, 2024.

Questions should be submitted in writing by emailing the Contracting Office listed below.

Bids are to be submitted to ODOT via email to [odotbids@odot.ok.gov](mailto:odotbids@odot.ok.gov). Subject Line of email should include Solicitation 24-LG-0214, City of Edmond Signs and Footings, Response Due Date (2:00 PM, Thursday, May 23, 2024).

The Solicitation is let pursuant Oklahoma Statute, Title 74, Section 85.12.B.3.

4. Response Due Date<sup>1</sup>: 5/23/24 Time: 2:00 PM CST/CDT

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

Electronic Submission Address: [odotbids@odot.ok.gov](mailto:odotbids@odot.ok.gov)

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

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

7. Contracting Officer:

Name: Heather Osborne, CPO  
Phone: (405) 420-2293  
Email: HOSBORNE@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 #** 24-LG-0214

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



**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.

Agency Name: Oklahoma Department of Transportation Agency Number: 34500

Solicitation or Purchase Order #: 24-LG-0214

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

TABLE OF CONTENTS

A.	GENERAL PROVISIONS .....	5
B.	SPECIAL PROVISIONS .....	11
C.	SOLICITATION SPECIFICATIONS .....	14
D.	EVALUATION .....	14
E.	INSTRUCTIONS TO SUPPLIERS .....	15
F.	CHECKLIST .....	15
G.	OTHER .....	16
H.	PRICE AND COST .....	16
	EXHIBITS .....	17

## **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, included with this packet, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency electronically via email to the buyer listed in this solicitation. This will still remain a sealed bid and no attachments will be opened until bid closing.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", included with this packet, 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. The bidder is required to submit an electronic copy.
- 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", if included later with this packet, 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."

### **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 Dept of Transportation located at 200 N.E. 21<sup>st</sup> 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 Procurement Division Manager 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 ODOT General Counsel 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 the following order of precedence:
  - A.9.2.1. Any Addendum to the Contract;
  - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.3. Solicitation, as amended (if applicable); and
  - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

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

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

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

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

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

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

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

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma 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 State 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 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 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 Procurement Division Manager who signs the Contract. The Contract may be modified only through a written Addendum, signed by the ODOT 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 Procurement Division Manager 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 Procurement Division Manager determines that termination is in the State's best interest. The Procurement Division Manager 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 Procurement Division Manager.
- 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 to Title 74, Section 85.12.B.3.

### B.2.0. Definitions

- B.2.1. The Department or Division is the Oklahoma Department of Transportation, Procurement 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. 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.2.6. A Vendor or Contractor is a person or entity that submits a Response.
- B.2.7. The Owner is the State of Oklahoma represented by the Department of Transportation.

### B.3.0. Form of Contract Agreement

- B.3.1. A contract is to be used as the agreement between the Oklahoma Department of Transportation (Department) and the successful Contractor.

### B.4.0. Response Documents

- B.4.1. Copies
  - B.4.1.1 Plans and specifications are included in the Solicitation Package.
  - B.4.1.2 Vendors shall use complete sets of Response Documents obtained from the source indicated in the Solicitation for Responses. The Owner does not assume any responsibility for errors or misrepresentation resulting from the use of incomplete sets of Response Documents.
  - B.4.1.3 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.4.2. Substitutions
  - B.4.2.1 Awarded Contractor requests for substitutions will be addressed at the Pre-Work Meeting once an award is made.
- B.4.3. Addenda
  - B.4.3.1 Addenda will be posted on the website and sent electronically to all who are known by the Department to have received a complete set of Response Documents from the Department.
  - B.4.3.2 Copies of the Addenda will be made available for inspection at the Department.
  - B.4.3.3 Each Vendor shall acknowledge that all Addenda and Amendments were received, by signing the Addenda and Amendment Forms.
- B.4.4. Bid Security
  - B.4.4.1 **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 B.5.0 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.4.4.2 Failure of the successful Vendor to enter into a contract within the time specified in B.4.4.3. 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.4.4.3 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.4.4.4 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.4.4.5 Bid security for this solicitation will be 5% of the total response submitted based upon the project locations covered by the Vendor's response.

## **B.5.0. Surety Bonds**

### **B.5.1. Bond Requirements**

B.5.1.1 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.5.1.2 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 renovation 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.5.1.3 All bonds must be on the forms prescribed and issued by the Department and included in the solicitation material.

B.5.1.4 Irrevocable Letters of Credit may be used as a substitute for the bonds required in B.4.1.2 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.5.1.5 Each project awarded will require the submission of a Payment Bond, Performance Bond and Statutory Defect Bond.

## **B.6.0. Insurance Requirements**

B.6.1. 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.6.2. 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.6.3. Builder's Risk Insurance is required to be provided by the 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. Waiver of Subrogation:**

B.8.1. Contractor shall be liable for any damages to the locations, equipment, supplies and materials at the project locations in the City of Edmond.

B.8.2. 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.9.0. Liquidated Damages**

B.9.1. The project period for this project will be determined at the Pre-Bid Meeting once an award has been made. The Department reserves the right to assess a per day liquidated damages for each day that the Contractor exceeds the agreed upon number of calendar days construction period as outlined in ODOT’s 2019 Specification 108.09 and Table 108:1.

B.9.2. Per the ODOT 2019 Specification Book, Section 108.9 Failure to Complete On Time

For each calendar day the work remains incomplete after the Contract Time, the Resident Engineer will deduct from the amount due the Contractor in accordance with Table 108:1, “Schedule of Liquidated Damages.” Liquidated Damages are not to be considered a penalty, but rather a recovery of costs incurred by the Department due to the added cost of engineering, inspection, testing, and other extra expenditures of public funds made necessary by the Contractor’s failure to complete the work within the Contract Time. The Resident Engineer assessed Liquidated Damages as an alternative to the more difficult and time consuming calculation of determining the actual Department costs.

The Department does not waive its rights under the Contract by allowing the Contractor or Surety to continue and finish work after the Contract Time as elapsed.

Table 108:1 Schedule of Liquidated Damages	
Contract Amount, \$	Daily Assessment Rate, \$
≤200,000	\$300
>200,000 – 1,000,000	\$600
>1,000,000 – 5,000,000	\$800
>500,000,000 – 10,000,000	\$1,200
>10,000,000	\$1,500

The information in Section 108.9 Failure to Complete On Time is subject to being updated by future publications of the ODOT Spec. Book.

**B.11.0 Taxation Status**

B.11.1. 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.12.0 Communications During the Solicitation Process**

B.12.1 Communication with anyone but the Buyer may result in a Vendor not being allowed to bid on this project.

**B.13.0 Questions**

B.13.1 Questions regarding this solicitation are due no later than **Wednesday, April 30, by 2:00 P.M.** Questions must be writing and are to be sent to the CPO’s attention listed on the solicitation. Questions received after the deadline will not be answered.

**B.14.0. Vendor’s Representations and Prequalification**

- B.14.1. Each Vendor, by making a response, represents that:
- B.14.2. The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.
- B.14.3. 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.
- B.14.4. The submitted Response is based upon the materials, systems and equipment required by the Response Documents without exception.
- B.14.5. Pre-qualification of Vendors is not required but three (3) current references (on completed reference questionnaire forms) should be included with the Response.

## **B.15.0. Permits**

B.15.1. The contractor shall comply with all state and local municipality permit/license requirements.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1.0. Scope of Project:**

C.1.1. This Solicitation is part of the Edmond Wayfinding project is to develop an improved/enhanced coordination of brand identification, place marking and tourism wayfinding. To achieve this goal, this solicitation is for the installation of signs and footings throughout the City of Edmond to enhance the ability of citizens and tourists to locate businesses, tourist sites, recreational sites, schools, and so on.

Work provided for the project shall meet all applicable codes. Any required permitting is the responsibility of the awarded CONTRACTOR.

### **C.2.0. Location of Project:**

C.2.1. Locations throughout the City of Edmond (See Exhibits A, D-1 & E)

C.2.2. Interested Contractors are expected to familiarize themselves with the project sites.

### **C.3.0. Project Period:**

C.3.1. The project period will be determined at the Pre-Work Meeting, to start from the issuance of the Notice to Proceed.

### **C.4.0. Plans**

C.4.1. Plans and Standards are included in the Solicitation Package.

## **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. Award will be made to the responding Contractor with the highest score based upon a Scoring Tool. Responses will be scored based upon the following:

D.1.1.1 Cost

D.1.1.2 Does the Business specialize in signage

D.1.1.3 Past Performance / References

D.1.1.4. Did the Project meet timeline according to references

D.1.1.5. Quality of craftsmanship based upon submitted images

D.1.2. To be considered for award, each Vendor should have three (3) **current** references complete the Reference Questionnaire Form (Exhibit "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, April 30, 2024, by 2:00 P.M.	Written Questions
Wednesday, May 8, 2024, by 2:00 P.M.	Responses to Questions Posted on Website
Thursday, May 23, 2024, 2:00 P.M.	Solicitation Closes

**E.2.0 Non-Mandatory Pre-Bid Conference & Site Visit**

E.2.1. Non-Mandatory Pre-Bid Conference & Site Visits have not been scheduled for this project.

E.2.2. Interested Contractor are expected to be familiar with the project sites.

**E.4.0. Bidding Procedure**

E.4.1. Modification, Withdrawal or Cancellation of Responses

E.4.1.1 Vendors may withdraw, change and resubmit their Responses by emailing [odotbids@odot.ok.gov](mailto:odotbids@odot.ok.gov) prior to the time set for the closing of the Response period. A new or changed Response will be accepted by way of email until the time designated for the closing of the response period.

E.4.1.2 Bid Security shall be in an amount of five percent (5%) of the Response. Bid Security will be based upon the total response of the project locations for which there is a Response.

**E.4.2. Submission of Responses**

E.4.2.1 All the copies of the Response, the Bid Security, if any, and any other documentation required to be submitted with the Response shall be submitted via email to, [odotbids@odot.ok.gov](mailto:odotbids@odot.ok.gov). The Subject Line of the email will include the Solicitation Number and Time and Date of Solicitation Closure.

E.4.2.2 The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.

E.4.2.3 Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.

**E.5.0. Consideration of Responses**

E.5.1. Electronic responses, submitted to [odotbids@odot.ok.gov](mailto:odotbids@odot.ok.gov) will be opened after the time and date of the bid closing. This Solicitation is an RFP and not a Request for Bid therefore names of the responding Vendors will be made public and will be posted on the ODOT website after the closing. Vendors may receive a copy of the response tabulation on the solicitation website after a Contract has been awarded.

**F. CHECKLIST**

- \_\_\_\_\_ Completed Responding Bidder Information page
- \_\_\_\_\_ Completed and Signed Non-Collusion Certification page
- \_\_\_\_\_ Completed and Signed Pay Item Response Form (Exhibit "A")
- \_\_\_\_\_ Completed and Signed Addenda and Amendment Receipts
- \_\_\_\_\_ Completed Bid Security
- \_\_\_\_\_ Provide Sales Tax Permit # on Responding Bidder Information
- \_\_\_\_\_ Include explanation if claiming Oklahoma Sales Tax Permit Exception in response package
- \_\_\_\_\_ Read Section B.12.1 regarding communication during Solicitation Period
- \_\_\_\_\_ Read B.11.1 regarding Taxation Status



\_\_\_\_\_ Read A.2.4 that is related to the completion of the Pay Item Response Sheet regarding corrections made to the Pay Item Sheet

\_\_\_\_\_ Include mandatory documents in the Vendor Response email

## **G. OTHER**

### **G.1. Forms**

- G.1.1. Exhibit A – Pay Item Response
- G.1.2. Exhibit B – Final Plans – Edmond\_Loc
- G.1.3. Exhibit C – Edmond, OK\_DesignIntent
- G.1.4. Exhibit D – 23375\_Edmond Wayfinding and Signage Footings\_STR\_SKS 1-15 ODOT
- G.1.5. Exhibit D-1 Edmond Wayfinding Sign Locations with Footings.kmz
- G.1.6. Exhibit E – Edmond\_Message Schedule\_Final Redacted for Bid
- G.1.7. Exhibit F - Reference Questionnaire
- G.1.8. Exhibit F-1 – Edmond Wayfinding Experience Questionnaire
- G.1.9. Exhibit G - Payment Bond
- G.1.10. Exhibit H – Performance Bond
- G.1.11 Exhibit I – Statutory Defect Bond
- G.1.12. Exhibit J – Proposer’s Statutory Certification
- G.1.13. Exhibit K – Federal Contract Requirements
- G.1.14. Exhibit L - Vendor Payee Form
- G.1.15 Exhibit M – LLC Disregard Entity Verification Questionnaire & W-9

## **H. PRICE AND COST**

### **H.1. Pricing Submission**

- H.1.1. Vendors are to submit pricing using the Pay Item Response Form (Exhibit A).

# EXHIBITS

Please see Solicitation 24-LG-0214 Exhibits.pdf posted on the ODOT Procurement Division page.

<https://oklahoma.gov/odot/business-center/procurement/open.html>