1. Solicitation #: 3450004991 / 23-7-0032
2. Solicitation Issue Date: 6/27/22

3. Brief Description of Requirement:

PROJECT DESCRIPTION: Excavation Services for Field District VII

LOCATIONS: All work will be performed on highway right-of-way within the geographical boundaries of Field District VII. This generally includes Caddo, Carter, Comanche, Cotton, Grady, Jefferson, Love, Murray, and Stephen Counties, in south central Oklahoma.

This Solicitation is for services in accordance with 74 O.S. Section 85.4.E.1 and in accordance with Section 85.12.B.3.

Bids are to be submitted to ODOT via email to cemerson@odot.org. Subject line of Email should include the Solicitation 3450004991 Excavating & Grading and Response Due Date (Thursday July 21, 2022; 2:00 PM).

Questions are due no later than Thursday, 7/07/22, by 2:00 PM with Answers to be posted by Thursday, 7/14/22 by 2:00 PM.

4. Response Due Date: 7/21/22 Time: 2:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

Electronic Submission Address: CEMERSON@ODOT.ORG

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

☐ Invitation to Bid
☒ Request for Proposal
☐ Request for Quote

7. Contracting Officer:

Name: Cheryl Emerson
Phone: (405) 628-3318
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.
"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** 3450004991 / 23-7-0032

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**:
   - [ ] 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.⁴

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³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see [https://www.ok.gov/tax/Businesses/index.html](https://www.ok.gov/tax/Businesses/index.html)
⁴ For frequently asked questions concerning workers’ compensation insurance, see [https://www.ok.gov/wcc/Insurance/index.html](https://www.ok.gov/wcc/Insurance/index.html)
7. Disabled Veteran Business Enterprise Act

☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

☐ NO – Do not meet the criteria as a service-disabled veteran business.

___________________________________________  __________________________________________
Authorized Signature                          Date

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

Agency Name: Oklahoma Department of Transportation
Agency Number: 34500
Solicitation or Purchase Order #: 3450004991 / 23-7-0032
Supplier Legal Name: 

SECTION I [74 O.S. § 85.22]:
A. For purposes of competitive bid,
1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder’s direction or control has been a party:
   a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
   b. to any collusion with any state official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
   c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
   d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.
B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor’s direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:
For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above-named supplier, by signing below acknowledges this certification statement is executed for the purposes of:
- [ ] the competitive bid attached herewith and contract, if awarded to said supplier;
- OR
- [ ] the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature ____________________________
Certified This Date ____________________________
Printed Name ____________________________
Title ____________________________
Phone Number ____________________________
Email ____________________________
Fax Number ____________________________
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A. GENERAL PROVISIONS

A.1. Definitions

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

A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;

A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.

A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;

A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;

A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and

A.1.6. "Supplier" or “vendor” means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, 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/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 located at 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](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.

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.


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. Authority for Solicitation

B.1.1. This contract is for services in accordance with 74 O.S. Section 85.4.E.1 and in accordance with 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. Contract Period

B.3.1. The contract is for a twelve (12) month period, commencing Date of Award through one year. The initial contract(s) will be for a Not to Exceed Amount established at the time of award.

B.3.2. This contract is for an indefinite quantity, the DEPARTMENT may or may not purchase the amount listed in this Solicitation.

B.3.3. Contract Renewal: Upon mutual agreement between the Oklahoma Department of Transportation (Department) and the successful Contractor(s), the contract may be renewed for three (3) consecutive one-year periods in accordance with the same terms and conditions.

B.3.4. This shall be a multiple award contract awarded to the three (3) lowest, qualified bidders. The lowest bidder shall receive first priority in the scheduling of work. When the lowest bidder is not available to perform the required work within a time frame that fits the Department’s schedule the second lowest bidder shall be afforded the opportunity to perform the proposed work. Likewise the third lowest bidder will be offered the opportunity to perform the work if the first two (2) bidders are unable to perform. No Vendors will be required to provide bonding. Unsatisfactory work on the part of any vendor will be just cause to terminate their contract.

B.4.0. Extension of Contract

B.4.1. ODOT may extend the term of this contract up to 180 days if mutually agreed upon by both parties in writing.

B.5.0. Form of Award

B.5.1. An Award will be considered completed upon the full execution of a Contract to the awarded Vendors.

B.5.2. This shall be a multiple award contract awarded to the three (3) lowest, qualified bidders. The lowest bidder shall receive first priority in the scheduling of work. When the lowest bidder is not available to perform the required work within a time frame that fits the Department’s schedule the second lowest bidder shall be afforded the opportunity to perform the proposed work. Likewise the third lowest bidder will be offered the opportunity to perform the work if the first two (2) bidders are unable to perform.

B.6.0. Ordering

B.6.1. Any services to be furnished under this contract shall be ordered by issuance of written purchase orders by ODOT. There is no limit on the number that may be issued. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

B.7.0. Prompt Payment Discounts

B.7.1. Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.
B.8.0. Gratuities

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

B.9.0 Proposal Conformities

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

B.10.0. Indemnification and Hold Harmless Clause

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

B.11.0. Travel

B.11.1. No reimbursable travel is contemplated under the terms of this contract.

B.12.0. Additional Insurance Requirements

B.12.1. Please refer to A.26 for basic insurance requirements. The CONTRACTOR(s) shall maintain at all times during the terms of the Contract, with an insurance carrier reasonably acceptable to DEPARTMENT and authorized to conduct business in the State of Oklahoma, insurance coverage as set forth in this Article.

B.12.1.1 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 (but no less than $100,000) Employer’s Liability Insurance and shall not reject the provisions thereof during the life of the contract. A certificate of coverage must be returned with the contract and upon each renewal.

B.12.1.2. Public Liability and Property Damage Insurance covering all operations and activities hereunder in the following minimum limits (but in no event less than the statutory limits found at 51 Oklahoma Statutes, Section 151 et. Seq. or successor or amendatory statues).

B.12.1.2.1 Bodily Injury Liability in the amount of not less than $100,000 for injuries, including accidental death and products liability, to any one person, and subject to the same limit for each person, in an amount not less than $1,000,000 (One Million) for one occurrence.

B.12.1.2.2 Property Damage Liability in the amount of not less than $25,000 for any one accident including products liability and an aggregate limit of $1,000,000 (One Million) per occurrence.

B.12.1.2.3 Combined aggregate liability coverage shall not be less than $2,000,000 (Two Million) for bodily injury, death, and property damage.

B.12.1.3. A Comprehensive Business Auto policy with a minimum of not less than $1,000,000 (One Million) combined single time limit for bodily injury and property damage, providing coverage for at least all leased, owned, hired, or non-owned vehicles used in any of the Contractor’s activities pursuant to this agreement, with any self-insured retention no excluding $100,000.Any and all mobile equipment which is not covered under the Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy.

B.12.1.4. The Contractor will furnish ODOT with all certificates necessary to show the existence of all such insurance coverage at the time of the issuance of the initial Contract and upon each renewal. Said insurance coverage shall provide that ODOT are additional named insured under said policy or policies and that said policy or policies cannot be canceled or materially modified except upon thirty (30) days advance written notice to ODOT. The foregoing provision regarding additional named insured shall not create or be deemed to create any liability on the part of additional named insured which would not otherwise exist under the laws of the State of Oklahoma.

B.12.1.5. General and Automobile Liability Insurance in the amount of not less than $100,000/$300,000.
B.13. Civil Rights Act of 1964

B.13.1. The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. 252, 42 U.S.C. 200d et. Seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 – “Nondiscrimination in federally assisted programs of the Department of Transportation – effectuation of Title VI of the Civil Rights Act of 1964”.


B.14.1. The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. 252, 42 U.S.C. 200d et. Seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Part 21 – “Nondiscrimination in federally assisted programs of the Department of Transportation – effectuation of Title VI of the Civil Rights Act of 1964”.

B.15. Assignment

B.15.1. The Contractor shall NOT sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of ODOT. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 80% of the total contract cost, except that any items designated in the contract as “specialty items” may be performed by sub-contract and the cost of any such “specialty items” so performed sub-contract may be deducted from the total cost before computing amount of work required to be performed by the Contractor with his own organization. For this contract, “specialty items” will be defined to include the following activities: 1) Construction signing and traffic control and 2) Joint sealing. Request for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and accompanied by a statement showing that the organization which will be performing the work is particularly experienced and equipped for such work. No sub-contracts, or transfer of contract, shall in any case release the Contractor of his liability under the contract and bonds.

B.16. Cure Cause & Breach of Contract

B.16.1. Upon written notification from requesting agency concerning the Contractor’s failure to perform up to contract specifications, the Contractor shall have three (3) calendar days to cure said deficiency and document cure to requesting agency. Three such occurrences within the contract period shall be deemed breach of contract by the Contractor and cause for ODOT to cancel this contract on seven.

B.16.2. (7) Days written notice to the Contractor. In the event of cancellation of this contract, the Contractor agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation has been made.

B.18. State P-Card

B.18.1. State P-Card will not be used as a payment method on this contract to make it easier for the Department to track Contract usage.

B.19.0. Response Documents

B.19.1. Copies

B.19.2. Amendments

B.20.0 Taxation Status

B.20.1. 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.27.0 Communications during the Solicitation Process

B.27.1 Communication with anyone but the Buyer may result in a Vendor not being allowed to bid on this project.

B.28.0. Vendor’s Representations and Prequalification
B.28.1. Each Vendor, by making a response, represents that:

B.28.2. The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.

B.28.3. The submitted Response is based upon the materials required by the Response Documents without exception.

B.29. Labor

B.29.1. The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.

C. SOLICITATION SPECIFICATIONS

C.1.0. Refer to attached Exhibit “B” for the Solicitation Specifications.

C.2.0. Purpose of the Contract

C.2.1. Provide excavation equipment and an operator to perform work in conjunction with Department maintenance forces. The anticipated work to be performed under this contract will be to: 1) Clean and grade drainage channels; 2) Place erosion protection in or around drainage channels; 3) Remove and/or replace drainage culverts; 4) Remove drift and debris at culvert and bridge structures; 5) Excavate borrow material and load trucks; and 6) Other such highway maintenance activities. Generally the acceptable type of equipment will be a hoe type excavator, crawler track mounted, with a push blade.

C.2.2. Contractor will not start work until directed by ODOT.

C.3.0. Location of Projects:

C.3.1. All work will be performed on highway right-of-way within the geographical boundaries of Field District VII. This generally includes Caddo, Carter, Comanche, Cotton, Grady, Jefferson, Love, Murray, and Stephen Counties, in south central Oklahoma.

C.4.0. Type of Work:

C.4.1. The Anticipated work to be performed under this contract will be to:

C.4.1.1 Clean and grade drainage channels;
C.4.1.2 Place erosion protection in or around drainage channels;
C.4.1.3 Remove and/or replace drainage culverts;
C.4.1.4 Remove drift and debris at culvert and bridge structures;
C.4.1.5 Excavate borrow material and load trucks; and
C.4.1.6 Other such highway maintenance activities.

D. EVALUATION

D.1.0. Evaluation Criteria

D1.1. The RFP will be evaluated on the following criteria: Cost and/or best qualified bidder meeting all requirements.

D.1.2. Vendors should submit at least three (3) references (Appendix “D”) for similar non-ODOT related work.

D.1.3. Based upon Vendor Responses, the Department may elect to award multiple contracts to Contractors. Neither the Contractor or Contractor employees are employees of the State of Oklahoma or the DEPARTMENT.

D.2.0. Negotiation

D.2.1. The offeror is advised that under the provisions of this Request for Proposal, ODOT reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. ODOT may negotiate if deemed necessary and will determine the scope and subject of any negotiations. However, the Offeror should not expect that ODOT will negotiate to give the Offeror an opportunity to strengthen its proposal. Therefore, the Offeror must submit its best offer based on the terms and condition set forth in this solicitation. If such negotiations are conducted, the following conditions shall apply.

D.2.2. Negotiations may be conducted in person, in writing, or by telephone.
D.2.3. Negotiations will only be conducted with potentially acceptable proposals. The ODOT Procurement Division reserves the right to limit negotiations to those proposals that best meet the needs of the Agency. All offeror’s in the negotiation process will be invited to submit a best and final offer.

D.2.4. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.

D.2.5. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless ODOT determines that a change in such requirements is in the best interest of the ODOT

E. INSTRUCTIONS TO VENDOR

None

F. CHECKLIST

____ Completed Responding Bidder Information page
____ Completed and Signed Non-Collusion Certification page
____ Completed and Signed Solicitation Request - Pay Item Response Form
____ Completed and Signed Addenda and Amendment Receipts – If Necessary
____ Submitted a minimum of three (3) References (Exhibit “D”) 
____ Read Section B.20.1 regarding Taxation Status
____ Read Section B.27 regarding communication during Solicitation Period
____ Read Section A.2.4 which relates to the completion of the Pay Item Response Sheet regarding corrections made to the document
____ Vendor provides Contractor response for Fuel Surcharges (Exhibit “C”)

G. OTHER

G.1. Forms

G.1.1. Exhibit “A” – Solicitation Request / Pay Item Form
G.1.2. Exhibit “B” – Specifications
G.1.3. Exhibit “C” – Contractor Fuel Surcharge Response
G.1.4. Exhibit “D” – Reference Questionnaire

H. PRICE AND COST

H.1. Pricing Submission

H.1.1. Contractors should provide their pricing for Pay Items 1 and 2 on the attached Solicitation Request (Exhibit “A”) . Contractors are not required to fill in a dollar response for Pay Item 3 of the Solicitation Request form as the Department will fill that in with a Lump Sum figure to be used to pay fuel surcharges.

H.1.2. The Department will allow for a Fuel Surcharge. Responding Contractors should submit their proposed fuel surcharge chart and starting point. The response should also include who it will slide down once gas starts going back down. Provide this response in Exhibit “C”.
SOLICITATION REQUEST

Department of Transportation
Procurement Branch
200 NE 21st Street
Oklahoma City OK 73105
Vendor Information

Supplier: NAME
Address:_________________________
Address:_________________________
City:____________ ST:____ ZIP:_______

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<th>UOM</th>
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</tbody>
</table>

Dept of Transportation
Div 7 HQ
2205 S US-81
Duncan OK 73533

(Trackhoe or Gradall)

Freight Terms: FOB DEST
Ship Via: COMMON

Lead Time:_________________________

Supplier Remarks:

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<tr>
<th>Line</th>
<th>Cat CD / Item # - Descr</th>
<th>Qty.</th>
<th>UOM</th>
</tr>
</thead>
<tbody>
<tr>
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<td>72141003 / 1000013010</td>
<td>1</td>
<td>A8</td>
</tr>
</tbody>
</table>

Dept of Transportation
Div 7 HQ
2205 S US-81
Duncan OK 73533

Emergency Mobilization Response

Freight Terms: FOB DEST
Ship Via: COMMON

Lead Time:_________________________

Supplier Remarks:

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<th>Qty.</th>
<th>UOM</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td>78101807 / 1000030506</td>
<td>1</td>
<td>EA</td>
</tr>
</tbody>
</table>

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

FUEL SRVC: Allowable Charges

This is NOT AN ORDER
All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

Sign Here
Fuel Surcharge

ODOT Will allow for a Fuel Surcharge for this Contract. Responding Contractors should submit their proposed fuel surcharge chart and starting point. The response should also include who it will slide down once gas starts going back down. Provide this response in Exhibit “C”.

The amount of Line 3 of the Contract will be determined by the Department as a Lump Sum to cover the Fuel Surcharges.

Freight Terms: FOB DEST Ship Via: COMMON

Supplier Remarks:

This Solicitation is for services in accordance with 74 O.S. Section 85.4.E.1 and in accordance with Section 85.12.B.3.

Non Binding Contract

Contract Period: July 1, 2022 through June 30, 2023

Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.

This contract shall be in force until expiration date or until 30 days after notice has been given by the State of Oklahoma of its desire to terminate the contract. After the first 6 months, vendor may cancel with 30 days written notice.

This contract is for an indefinite quantity and the State may or may not buy the quantity mentioned in this contract. Vendor must clear all shipments with agency prior to shipping any portion of this contract.

Initial contract period is one year. Contract may be renewed at the same terms and conditions for 3 successive one year periods.

Bill to Code: 07000B

Reference Req. #: 3450033325 / Agency Req. #: 23-7-0032
NON-BINDING
EXCAVATING & GRADING CONTRACT
OKLAHOMA DEPARTMENT OF TRANSPORTATION
DIVISION VII

Scope:

The scope of this contract is to provide excavation equipment and an operator to perform work in conjunction with Department maintenance forces. Generally the acceptable type of equipment will be a hoe type excavator, crawler track mounted, with a push blade.

Type of Work:

The anticipated work to be performed under this contract will be to:

- Clean and grade drainage channels
- Place erosion protection in or around drainage channels
- Remove and/or replace drainage culverts
- Remove drift and debris at culvert and bridge structures
- Excavate borrow material and load trucks
- and other such highway maintenance activities

Location of Work:

All work will be performed on highway right-of-way within the geographical boundaries of Division VII. This generally includes Caddo, Carter, Comanche, Cotton, Grady, Jefferson, Love, Murray, and Stephens Counties, in south central Oklahoma.

Equipment:

Equipment provided by the Vendor shall be of sufficient size and type to perform the anticipated work. The Vendor shall provide equipment in good working order to ensure minimal down time due to equipment failure. Penalties may be assessed for production lost due to the Vendor’s equipment failures.

The track excavator will meet the following minimum requirements:

- Hydraulic Thumb
- 10’ Dozer Blade
- Bucket Size: 36” inches
- Reach: 26’ feet
- Dig Depth: 19’ feet
- Lift Capacity: 14,000 lbs

Page 1 of 4
Equipment (continued):

The Vendor shall possess their own hauling equipment to meet mobilization and emergency response mobilization requirements of the contract.

Operator:

The Vendor shall provide a skilled operator familiar with the equipment provided. Operators must be and remain an employee, partner, or owner of the Vendor’s company. The Vendor will be responsible and liable for the operator’s compensation, benefits, lodging, travel, job related injuries, and all rights and privileges guaranteed employees in accordance with all local, state, and federal regulations.

Work Schedules:

The Department will notify the Vendor a minimum of seven (7) calendar days in advance of the work. Notification will include; location of work, type of work anticipated, anticipated daily work schedule, and duration of project. The Vendor will be required to work hours that best fit the Department’s needs. When the anticipated daily schedule exceeds the limits of a single operator, the Vendor shall provide additional operators to work within the scheduled shift at the same rate and terms of the contract.

The nature of highway maintenance requires immediate response to unanticipated events, manmade or naturally occurring. The Vendor may be required to respond immediately upon request to assist the Department with such unanticipated events. The bid item “Emergency Response Mobilization” will be paid to cover additional cost for the Vendor to mobilize at short notice. The rate paid for “Emergency Response Mobilization” will be prorated when Vendor’s acceptable response time exceeds twenty-four (24) hours but is less than seven (7) days. (See “Emergency Response Mobilization”)

Mobilization:

The Department will pay a minimum of eight (8) hours of operation for each project the Vendor is called upon to provide services. The Vendor will be compensated for drive time at the price bid per hour of operation as follows:

Actual drive time up to a maximum of three and a half (3.50) hours will be paid for the Vendor to transport the operator and equipment to the initial job site. Should the Department choose to schedule multiple projects while the Vendor is mobilized, the Vendor will be compensated for actual drive time between job sites. The Vendor will be compensated for actual drive time up to a maximum of three and a half (3.50) hours for the operator to return home over the weekend if the equipment is left and work is planned for the following week. Vendor will be paid actual drive time not to exceed three and a half (3.50) hours for the operator and equipment
to be transported back to the Vendor’s yard or next project, whichever is the lesser charge.

Mobilization (continued):

Except as detailed above, the Vendor will be paid for only hours of actual operation or the hours the operator is required to be on the job site. A project may have multiple job sites. The eight (8) hour minimum will apply one time to the project as a whole, not to individual job sites.

Emergency Response Mobilization:

Unanticipated events are prominent in highway maintenance. Maintenance crews must react quickly to salvage Department assets or provide a safe travel way for the public. The Vendor may be called upon at times to assist with projects influenced by unanticipated events. These events do not allow the luxury of seven days planning. To compensate the Vendor for additional expense incurred by rapid response, the Department will pay the price bid for “Emergency Response Mobilization” or an adjusted amount as described. Should the Vendor be unable to respond in a time frame suitable to the Department and as required by the nature of the unanticipated event, the Department reserves the right to use methods other than this contract to resolve the crisis.

<table>
<thead>
<tr>
<th>Response Time</th>
<th>Percentage of Price Bid</th>
</tr>
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<tbody>
<tr>
<td>Within 24 hours</td>
<td>100%</td>
</tr>
<tr>
<td>24 to 48 hours</td>
<td>90%</td>
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<tr>
<td>48 to 72 hours</td>
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<tr>
<td>72 to 96 hours</td>
<td>50%</td>
</tr>
<tr>
<td>96 to 120 hours</td>
<td>30%</td>
</tr>
<tr>
<td>120 to 144 hours</td>
<td>15%</td>
</tr>
<tr>
<td>144 to 168 hours</td>
<td>0%</td>
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</table>

When the nature of the project allows for a minimum seven (7) days to schedule but, the Vendor and the Department mutually agree to start work prior to the seven (7) days notice, no Emergency Response Mobilization will be paid.

The Vendor shall provide emergency and after business hour phone numbers.

Liability:

Department’s Responsibilities:

The Department will schedule the work, provide equipment and personnel in support of the operation, provide traffic control, request utility locates, and file regulatory permits required for the performance of the project. (Oversize load permits that may be required for the transport of the Vendor’s equipment will be the responsibility of the Vendor.)
Liability (continued):

Vendor's Responsibility:

The Vendor shall indemnify, save, and hold harmless the Department, its officers, and employees thereof against all suits, actions, or claims of any character arising from injuries or damage received or sustained by any person, persons, or property which may arise as a result of, or on account of, or in consequence of any negligence on the part of the Vendor in safeguarding their operations.

The Vendor shall carry and keep in force liability insurance during the contract period in the following minimum amounts:

- Bodily Injury $1,000,000 Each Occurrence
- Property Damage $1,000,000 Each Occurrence
- Total Liability $2,000,000

Terms:

This shall be a multiple award contract awarded to the three (3) lowest, qualified bidders. The lowest bidder shall receive first priority in the scheduling of work. When the lowest bidder is not available to perform the required work within a time frame that fits the Department’s schedule the second lowest bidder shall be afforded the opportunity to perform the proposed work. Likewise the third lowest bidder will be offered the opportunity to perform work the first two (2) bidders are unable to perform. No Vendors will be required to provide bonding. Unsatisfactory work on the part of any vendor will be just cause to terminate their contract.

The initial non-binding contract period is one (1) year. Multiple purchase orders or change orders may be issued within any one (1) year period to accommodate fiscal year funding and workloads. This contract may be renewed in accordance with the terms and conditions for three (3) successive one (1) year periods.

Based on work history, ODOT has encumbered a reasonable amount of service for this contract. Unpredictable circumstances may cause ODOT to use more than the original contract amount. Change orders may or may not exceed 10% of the original contract. However, this contract and subsequent change orders shall not exceed five (5) times the amount of the original encumbrance for any one (1) year period.

This is a Non-Binding contract. The Vendor must clear all services with the Department prior to the start of work. This contract is for an indefinite quantity of work. The Department may or may not buy the quantities mentioned in this contract.
The Department will allow for a Fuel Surcharge. Responding Contractors should submit their proposed fuel surcharge chart and starting point. The response should also include who it will slide down once gas starts going back down.

Contractor: ________________________________________________
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? _____