



1. Solicitation #: AC-0004

2. Solicitation Issue Date: 02/09/2026

3. Brief Description of Requirement:

Purpose: Agency Contract for Ready Mix Concrete

Questions may be submitted until 2:00 PM on Wednesday, February 18, 2026. Questions should be submitted to the buyer at [mlgroom@odot.org](mailto:mlgroom@odot.org). Responses will be available by 2:00PM on Wednesday, February 25, 2026.

Bids are submitted to ODOT via email to [ODOTBIDS@odot.ok.gov](mailto:ODOTBIDS@odot.ok.gov). The subject line of the email should include Solicitation AC-0004 Ready Mix Concrete and the response due date (2:00PM, 03/04/2026)

4. Response Due Date<sup>1</sup>: 03/04/2026

Time: 2:00 PM CST/CDT

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

Electronic Submission Address: 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: Melissa Groom  
Phone: (405) 227-5473  
Email: [MLGROOM@ODOT.ORG](mailto:MLGROOM@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 #** AC-0004

2. **Bidder General Information:**

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

Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

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

YES – Permit #: \_\_\_\_\_

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

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

YES - Filing Number: \_\_\_\_\_

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

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

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

YES – Include with the bid a certificate of insurance.

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

<sup>3</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

<sup>4</sup> For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

**7. Disabled Veteran Business Enterprise Act**

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

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title



**Note:** A certification shall be included with any competitive bid and/or contract exceeding \$25,000.00 submitted to the state for goods or services.

GENERAL INFORMATION	
Agency name	Agency #
Supplier or bidder legal name	Solicitation # or purchase order #

**Section 1 74 O.S. § 85.22**

- A.** For purposes of any competitive bid or contract executed by the state for an acquisition in excess of the fair and reasonable acquisition threshold amount, I certify:
1. I am the duly authorized agent of the above-named supplier or bidder for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers 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 connection with the prospective acquisition.
  2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid.
  3. Neither the business entity that I represent in this certification nor anyone subject to the business entity’s direction or control has been a party to:
    - a. Any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting.
    - b. 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.
    - c. Any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.
- B.** I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity’s direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

**Section 2 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.

**Section 3 74 O.S. § 582**

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

**Section 4 74 O.S. § 12005**

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of energy companies and will not boycott energy companies during the term of the contract.

**Section 5 DEBARMENT, SUSPENSION OR OTHER RESPONSIBILITY MATTERS**

For the purpose of a contract for goods or services, the supplier certifies any debarment, suspension, indictments, convictions, civil judgments and terminated public contracts have been disclosed to the state purchasing director.

**Section 6 74.O.S. § 85.5**

For the purposes of a contract for the physical performance of services, the supplier also certifies it is in compliance with the provisions of Section 1313 of Title 25 of the Oklahoma Statutes requiring all suppliers to register and participate in the Status Verification System to verify the work eligibility status of all new employees.

## SIGNATURE

By signing below, the undersigned duly authorized agent for the above-named bidder or supplier acknowledges this certification statement is executed for the purposes of one of the following:

- The competitive bid attached herewith and contract, if awarded to said supplier.
- 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	
Name	Email	
Title	Phone	Fax

**TABLE OF CONTENTS**

A GENERAL PROVISIONS ..... 6

B. SPECIAL PROVISIONS..... 12

C. SOLICITATION SPECIFICATIONS ..... 15

D. EVALUATION..... **Error! Bookmark not defined.**6

E. INSTRUCTIONS TO BIDDER..... **Error! Bookmark not defined.**

F. CHECKLIST ..... **Error! Bookmark not defined.**6

G. OTHER..... **Error! Bookmark not defined.**7

H. PRICE AND COST..... **Error! Bookmark not defined.**

EXHIBITS.....18

## **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. Authority for Solicitation**

B.1.1. This contract is for services in accordance within 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 initial contract is for a twelve (12) month period, commencing Date of Award through one year. The contract may be renewed for up to two (2) one year option periods.
- B.3.2. Contract Renewal: Exercise of the renewal option is at the ODOT's sole discretion and shall be conditioned, at a minimum, on the Contractor(s)' performance of this Contract and subject to the availability of funds. ODOT, if it desires to exercise its renewals option, will provide written notice to the Contractor(s) no later than thirty (30) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should ODOT choose to renew this Contract.

### **B.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.6.0. Ordering**

- B.6.1. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the purchase card, by ODOT. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.
- B.6.2. The Contract may be utilized by following authorized Users:
  - B.6.2.1 Oklahoma Department of Transportation (ODOT);
  - B.6.2.2 Oklahoma Turnpike Authority (OTA); and
  - B.6.2.3 Oklahoma Aeronautics Commission (OAC).

### **B.7.0. Minimum Order Requirements**

B.7.1. Minimum orders will not be accepted.

### **B.8.0. Volume Discounts**

B.8.1. Proposers shall list any type of volume discount offered with their solicitation response.

### **B.9.0. Prompt Payment Discounts**

B.9.1. 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.10.0. Gratuities**

B.10.1. 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.11.0 Proposal Conformities**

B.11.1. By submitting a response to this solicitation, the offeror attests that the supplier or services conform to specified contract requirements.

#### **B.12.0. Indemnification and Hold Harmless Clause**

B.12.1. 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.13.0. Required Delivery**

B.13.1. Delivery shall be made as ordered by the agency.

B.13.2. Delivery to End Users: Authorized Users are located throughout the State, both within and outside of major metropolitan areas. Whenever possible, Authorized Users will work with Contractor to develop delivery schedules. All deliveries must be made on days and times acceptable to Authorized Users.

#### **B.14.0. Warranty**

B.14.1. The Successful offeror agrees the products furnished under the contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

#### **B.15.0. Testing for Conformance**

B.15.1. Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any test for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes.

B.15.2. Items delivered nor conforming to specifications may be rejected. Any violation of these stipulations may result in supplier's name being removed from the Central Purchasing Supplier Vendor listing.

B.15.3. In all cases when material fails to meet specification the cost of testing shall be paid for by the vendor, both on samples and delivered materials.

#### **B.16.0. MSDS Sheets**

B.16.1. MSDS Sheets may be requested and supplied upon request for products with delivery of product to requesting user.

#### **B.17.0. Travel**

B.17.1. No reimbursable travel is contemplated under the terms of this contract.

#### **B.18.0. Additional Insurance Requirements**

B.18.1. Please refer to A.25 for basic insurance requirements. This contract requires the additional requirements as stated below.

B.18.1.1. Public Liability and Property Damage Insurance covering all operations and activities hereunder in the following minimum limits (but in no event less than the statutory limits found at 51 Oklahoma Statutes, Section 151 et. Seq. or successor or amendatory statutes).

B.18.1.1.1 Bodily Injury Liability in the amount of not less than \$100,000 for injuries, including accidental death and products liability, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 (One Million) for one occurrence.

- B.18.1.1.2 Property Damage Liability in the amount of not less than \$25,000 for any one accident including products liability and an aggregate limit of \$1,000,000 (One Million) per occurrence.
- B.18.1.1.3 Combined aggregate liability coverage shall not be less than \$2,000,000 (Two Million) for bodily injury, death, and property damage.
- B.18.1.2. 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 any and all leased, owned, hired, or non-owned vehicles used in any of the Contractor's activities pursuant to this agreement, with any self-insured retention 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.18.1.3. Contractor will furnish ODOT with all certificates necessary to show the existence of all such insurance coverage. Said insurance coverage shall provide that ODOT are additional named insured under said policy or policies and that said policy or policies cannot be 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.19. Civil Rights Act of 1964**

- B.19.1. 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.20. Equal Employment Opportunity**

- B.20.1. 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.21. Assignment**

- B.21.1. 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.22. Cure Cause & Breach of Contract**

- B.22.1. 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.22.2. (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.23. Work Overload Clause**

- B.23.1. Should circumstances be such that the Contract is unable to keep up with the work demand in a timely manner, at no fault of the Contractor, then ODOT reserves the right to seek additional services of other contractors. Such action shall not nullify this contract.

**B.24. State P-Card**

B.24.1. The State currently has a contract with Bank of America to enable selected ODOT employees to purchase needed goods or services using a State of Oklahoma purchasing card. This card functions as any consumer or commercial VISA card. There shall be no additional cost to a using entity for use of purchasing cards as a payment method. Please complete the information below as to whether your company will accept the State of Oklahoma purchasing card.

\_\_\_\_\_ Yes – we will accept the State of Oklahoma purchasing card.

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

B.24.2. In accordance with State of Oklahoma P-Card Procedures, payment for order up to \$5,000 may be made via P-Card. Any order exceeding \$5,000 will be made via purchase order.

**B.25.0. Response Documents**

B.25.1. Copies

B.25.1.1 Vendors shall use complete sets of Response Documents in the Solicitation for Responses.

B.25.2. Amendments

B.25.2.1 Amendments will be posted on the website,

B.25.2.2 Each Vendor shall acknowledge that all Amendments were received, by signing the Amendment Forms.

**B.26.0 Taxation Status**

B.26.1. 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.

B.29.2. There is a possibility that Federal funding might be used for some projects and Davis Bacon Wages might apply at times.

**C. SOLICITATION SPECIFICATIONS**

**C.1.0. Purpose of the Contract**

C.1.1. It is the intent that contract will be executed by ODOT and by the successful offeror (herein after referred to as “CONTRACTOR”) for labor, materials, and equipment to provide ready mixed concrete on State highways and interstates. The intent is for the Vendors to identify counties within the State of Oklahoma they would be willing to provide services. Note: There may be multiple Vendors willing to provide service within the same county.

C.1.2. These services will be provided primarily to the Oklahoma Department of Transportation (ODOT), Oklahoma Turnpike Authority (OTA) and Oklahoma Aeronautics Commission (OAC).

C.1.3. All actions, duties, and obligations required by the CONTRACTOR apply to the CONTRACTOR’s agents and employees. All legal protections shall be extended to the Oklahoma Department of Transportation (ODOT) and any State entity involved with this contract.

C.1.4. Contractor will not start work until directed by ODOT, OTA, or OAC personnel.

## **C.2.0. Items to be Provided**

- C.2.1. The purpose of this Contract is to establish prices and a course of supply for certain ready mix concrete products.
- C.2.2. The items listed on this Solicitation are to be provided in accordance with the 2019 Oklahoma Department of Transportation Standard Specifications for Highway Construction. The individual specification sections are listed by item below. Pricing Unit of Measure is listed by Item.
  - C.2.2.1 Class "AA" Portland Cement Concrete – Section 7.01.02.A.1 – To be priced by Cubic Yard
  - C.2.2.2 Class "A" Portland Cement Concrete – Section 7.01.02.A.1 – To be priced by Cubic Yard
  - C.2.2.3. Class "C" Portland Cement Concrete – Section 7.01.02.A.1 – To be priced Cubic Yard
  - C.2.2.4 Class "AA" High Early Strength Portland Cement Concrete – Section 701.02. – To be priced per Cubic Yard
  - C.2.2.5. Class "A" High Early Strength Portland Cement Concrete – Section 701.02.B – To be priced per Cubic Yard.
  - C.2.2.6 Controlled Low Strength Material – Section 7.01.19- To be priced by Cubic Yard
  - C.2.2.7 Hot Water Additive – Section 7.01.03 – To be priced by Cubic Yard of Concrete
  - C.2.2.8 Ice Additive – Section 7.01.03 – To be priced by Cubic Yard of Concrete
  - C.2.2.9 High Range Water Reducer Additive – Section 7.01.03 – To be priced by Cubic Yard of Concrete
  - C.2.2.10 Fiber Reinforcement – Section 7.01.15 – To be priced by Cubic Yard of Concrete
- C.2.3. All Concrete Ready Mix products shall be obtained from sources approved by the ODOT Materials Division. Please see <https://oklahoma.gov/odot/business-center/materials/materials.html>.

## **D. EVALUATION**

### **D.1.0. Evaluation Criteria**

- D1.1. The RFP will be evaluated on the following criteria: ODOT will award based on best value in accordance with Oklahoma State Statute, Title 74, Section 85 in evaluation of proposals. Criteria for award are cost and experience.

### **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 involved in the negotiation process will be invited to submit a best and final offer.
- D.2.4. Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data 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 Pay Item Response Form (Exhibit A) – Pricing
- \_\_\_\_\_ Completed and Signed Addenda and Amendment Receipts – If Necessary
- \_\_\_\_\_ Completed Exhibits C & D – Proposer’s Statutory Certification and Federal Contract Requirements
- \_\_\_\_\_ Read Section B.25.1 regarding Taxation Status
- \_\_\_\_\_ Read Section B.26 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

**G. OTHER**

**G.1. Forms**

- G.1.1. Exhibit “A” – Pricing Sheet by ODOT Field Division
- G.1.2. Exhibit “B” – Field Division Map
- G.1.3. Exhibit “C” – Proposer’s Statutory Certificate
- G.1.4. Exhibit “D” – Federal Contract Requirements

**H. PRICE AND COST**

**H.1. Pricing Submission**

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

**H.2. Pricing Increases**

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

## EXHIBITS

AC0004

STATE OF OKLAHOMA  
Oklahoma Department of Transportation

Exhibit 1  
District 1

Ready Mix Concrete Products



Vendor:

**INSTRUCTIONS:** Pricing is for delivery within each county. Place the price per Cubic Yard under the Material Bid for each County. In accordance with Special Provision C.1.2, All concrete products and additives shall be obtained from sources approved by the ODOT Materials Division and in accordance with the current ODOT Material Standards, Section 701..

ITEM ID #	ITEM DESCRIPTION	UOM	ODOT DIVISION ONE (1) COUNTIES							
			ADAIR	CHEROKEE	HASKELL	MCINTOSH	MUSKOGEE	OKMULGEE	SEQUOYAH	WAGONER
	Class "AA" Portland Cement Concrete	CYD								
	Class "A" Portland Cement Concrete	CYD								
	Class "C" Portland Cement Concrete	CYD								
	Class "AA" High Early Strength Portland Cement Concrete	CYD								
	Class "A" High Early Strength Portland Cement Concrete	CYD								
	Controlled Low Strength Material	CYD								
	The items listed below are to be priced per cubic yard of Concrete									
	Hot Water Additive	CYD of Concrete								
	Ice Additive	CYD of Concrete								
	High Range Water Reducer Additive	CYD of Concrete								
	Fiber Reinforcement	CYD of Concrete								

AC0004

STATE OF OKLAHOMA  
Oklahoma Department of Transportation

Exhibit 1  
District 2

Ready Mix Concrete Products



Vendor:

**INSTRUCTIONS:** Pricing is for delivery within each county. Place the price per Cubic Yard under the Material Bid for each County. In accordance with Special Provision C.1.2, All concrete products and additives shall be obtained from sources approved by the ODOT Materials Division and in accordance with the current ODOT Material Standards, Section 701..

ITEM ID #	ITEM DESCRIPTION	UOM	ODOT DIVISION TWO (2) COUNTIES								
			ATOKA	BRYAN	CHOCTAW	LATIMER	LEFLORE	MCCURTAIN	MARHSALL	PITTSBURG	PUSHMATAHA
	Class "AA" Portland Cement Concrete	CYD									
	Class "A" Portland Cement Concrete	CYD									
	Class "C" Portland Cement Concrete	CYD									
	Class "AA" High Early Strength Portland Cement Concrete	CYD									
	Class "A" High Early Strength Portland Cement Concrete	CYD									
	Controlled Low Strength Material	CYD									
	The items listed below are to be priced per cubic yard of Concrete										
	Hot Water Additive	CYD of Concrete									
	Ice Additive	CYD of Concrete									
	High Range Water Reducer Additive	CYD of Concrete									
	Fiber Reinforcement	CYD of Concrete									

AC0004

STATE OF OKLAHOMA  
Oklahoma Department of Transportation

Exhibit 1  
District 3

Ready Mix Concrete Products



Vendor:

**INSTRUCTIONS:** Pricing is for delivery within each county. Place the price per Cubic Yard under the Material Bid for each County. In accordance with Special Provision C.1.2, All concrete products and additives shall be obtained from sources approved by the ODOT Materials Division and in accordance with the current ODOT Material Standards, Section 701..

ITEM ID #	ITEM DESCRIPTION	UOM	ODOT DIVISION THREE (3) COUNTIES											
			CLEVELAND	COAL	GARVIN	HUGHES	JOHNSTON	LINCOLN	MCCLAIN	OKFUSKEE	PONTOTOC	POTTAWATOMIE	SEMINOLE	
	Class "AA" Portland Cement Concrete	CYD												
	Class "A" Portland Cement Concrete	CYD												
	Class "C" Portland Cement Concrete	CYD												
	Class "AA" High Early Strength Portland Cement Concrete	CYD												
	Class "A" High Early Strength Portland Cement Concrete	CYD												
	Controlled Low Strength Material	CYD												
	The items listed below are to be priced per cubic yard of Concrete													
	Hot Water Additive	CYD of Concrete												
	Ice Additive	CYD of Concrete												
	High Range Water Reducer Additive	CYD of Concrete												
	Fiber Reinforcement	CYD of Concrete												

AC0004

**STATE OF OKLAHOMA**  
**Oklahoma Department of Transportation**

Exhibit 1  
 District 4

**Ready Mix Concrete Products**



Vendor:

**INSTRUCTIONS:** Pricing is for delivery within each county. Place the price per Cubic Yard under the Material Bid for each County. In accordance with Special Provision C.1.2, All concrete products and additives shall be obtained from sources approved by the ODOT Materials Division and in accordance with the current ODOT Material Standards, Section 701..

ITEM ID #	ITEM DESCRIPTION	UOM	ODOT DIVISION FOUR (4) COUNTIES								
			CANADIAN	GARFIELD	GRANT	KAY	KINGFISHER	LOGAN	OKLAHOMA	NOBLE	PAYNE
	Class "AA" Portland Cement Concrete	CYD									
	Class "A" Portland Cement Concrete	CYD									
	Class "C" Portland Cement Concrete	CYD									
	Class "AA" High Early Strength Portland Cement Concrete	CYD									
	Class "A" High Early Strength Portland Cement Concrete	CYD									
	Controlled Low Strength Material	CYD									
	The items listed below are to be priced per cubic yard of Concrete										
	Hot Water Additive	CYD of Concrete									
	Ice Additive	CYD of Concrete									
	High Range Water Reducer Additive	CYD of Concrete									
	Fiber Reinforcement	CYD of Concrete									

AC0004

STATE OF OKLAHOMA  
Oklahoma Department of Transportation

Exhibit 1  
District 5

Ready Mix Concrete Products



Vendor:

**INSTRUCTIONS:** Pricing is for delivery within each county. Place the price per Cubic Yard under the Material Bid for each County. In accordance with Special Provision C.1.2, All concrete products and additives shall be obtained from sources approved by the ODOT Materials Division and in accordance with the current ODOT Material Standards, Section 701..

ITEM ID #	ITEM DESCRIPTION	UOM	ODOT DIVISION FIVE (5) COUNTIES										
			BECKHAM	BLAINE	CUSTER	DEWEY	GREER	HARMON	JACKSON	KIOWA	MILLS	TILLMAN	WASHITA
	Class "AA" Portland Cement Concrete	CYD											
	Class "A" Portland Cement Concrete	CYD											
	Class "C" Portland Cement Concrete	CYD											
	Class "AA" High Early Strength Portland Cement Concrete	CYD											
	Class "A" High Early Strength Portland Cement Concrete	CYD											
	Controlled Low Strength Material	CYD											
	The items listed below are to be priced per cubic yard of												
	Hot Water Additive	CYD of Concrete											
	Ice Additive	CYD of Concrete											
	High Range Water Reducer Additive	CYD of Concrete											
	Fiber Reinforcement	CYD of Concrete											

AC0004

STATE OF OKLAHOMA  
Oklahoma Department of Transportation

Exhibit 1  
District 6

Ready Mix Concrete Products



Vendor:

**INSTRUCTIONS:** Pricing is for delivery within each county. Place the price per Cubic Yard under the Material Bid for each County. In accordance with Special Provision C.1.2, All concrete products and additives shall be obtained from sources approved by the ODOT Materials Division and in accordance with the current ODOT Material Standards, Section 701..

ITEM ID #	ITEM DESCRIPTION	UOM	ODOT DIVISION SIX (6) COUNTIES								
			ALFALFA	BEAVER	CIMARRON	ELLIS	HARPER	MAJOR	TEXAS	WOODS	WOODWARD
	Class "AA" Portland Cement Concrete	CYD									
	Class "A" Portland Cement Concrete	CYD									
	Class "C" Portland Cement Concrete	CYD									
	Class "AA" High Early Strength Portland Cement Concrete	CYD									
	Class "A" High Early Strength Portland Cement Concrete	CYD									
	Controlled Low Strength Material	CYD									
	The items listed below are to be priced per cubic yard of Concrete										
	Hot Water Additive	CYD of Concrete									
	Ice Additive	CYD of Concrete									
	High Range Water Reducer Additive	CYD of Concrete									
	Fiber Reinforcement	CYD of Concrete									

AC0004

STATE OF OKLAHOMA  
Oklahoma Department of Transportation

Exhibit 1  
District 7

Ready Mix Concrete Products



Vendor:

**INSTRUCTIONS:** Pricing is for delivery within each county. Place the price per Cubic Yard under the Material Bid for each County. In accordance with Special Provision C.1.2, All concrete products and additives shall be obtained from sources approved by the ODOT Materials Division and in accordance with the current ODOT Material Standards, Section 701..

ITEM ID #	ITEM DESCRIPTION	UOM	ODOT DIVISION SEVEN (7) COUNTIES									
			CADDO	CARTER	COMANCHE	COTTON	GRADY	JEFFERSON	LOVE	MURRAY	STEPHENS	
	Class "AA" Portland Cement Concrete	CYD										
	Class "A" Portland Cement Concrete	CYD										
	Class "C" Portland Cement Concrete	CYD										
	Class "AA" High Early Strength Portland Cement Concrete	CYD										
	Class "A" High Early Strength Portland Cement Concrete	CYD										
	Controlled Low Strength Material	CYD										
	The items listed below are to be priced per cubic yard of Concrete											
	Hot Water Additive	CYD of Concrete										
	Ice Additive	CYD of Concrete										
	High Range Water Reducer Additive	CYD of Concrete										
	Fiber Reinforcement	CYD of Concrete										

AC0004

STATE OF OKLAHOMA  
Oklahoma Department of Transportation

Exhibit 1  
District 8

Ready Mix Concrete Products



Vendor:

**INSTRUCTIONS:** Pricing is for delivery within each county. Place the price per Cubic Yard under the Material Bid for each County. In accordance with Special Provision C.1.2, All concrete products and additives shall be obtained from sources approved by the ODOT Materials Division and in accordance with the current ODOT Material Standards, Section 701..

ITEM ID #	ITEM DESCRIPTION	UOM	ODOT DIVISION EIGHT (8) COUNTIES										
			CRAIG	CREEK	DELAWARE	MAYES	NOWATA	OSAGE	OTTAWA	PAWNEE	ROGERS	TULSA	WASHINGTON
	Class "AA" Portland Cement Concrete	CYD											
	Class "A" Portland Cement Concrete	CYD											
	Class "C" Portland Cement Concrete	CYD											
	Class "AA" High Early Strength Portland Cement Concrete	CYD											
	Class "A" High Early Strength Portland Cement Concrete	CYD											
	Controlled Low Strength Material	CYD											
	The items listed below are to be priced per cubic yard of												
	Hot Water Additive	CYD of Concrete											
	Ice Additive	CYD of Concrete											
	High Range Water Reducer Additive	CYD of Concrete											
	Fiber Reinforcement	CYD of Concrete											

STATE OF OKLAHOMA  
Oklahoma Department of Transportation

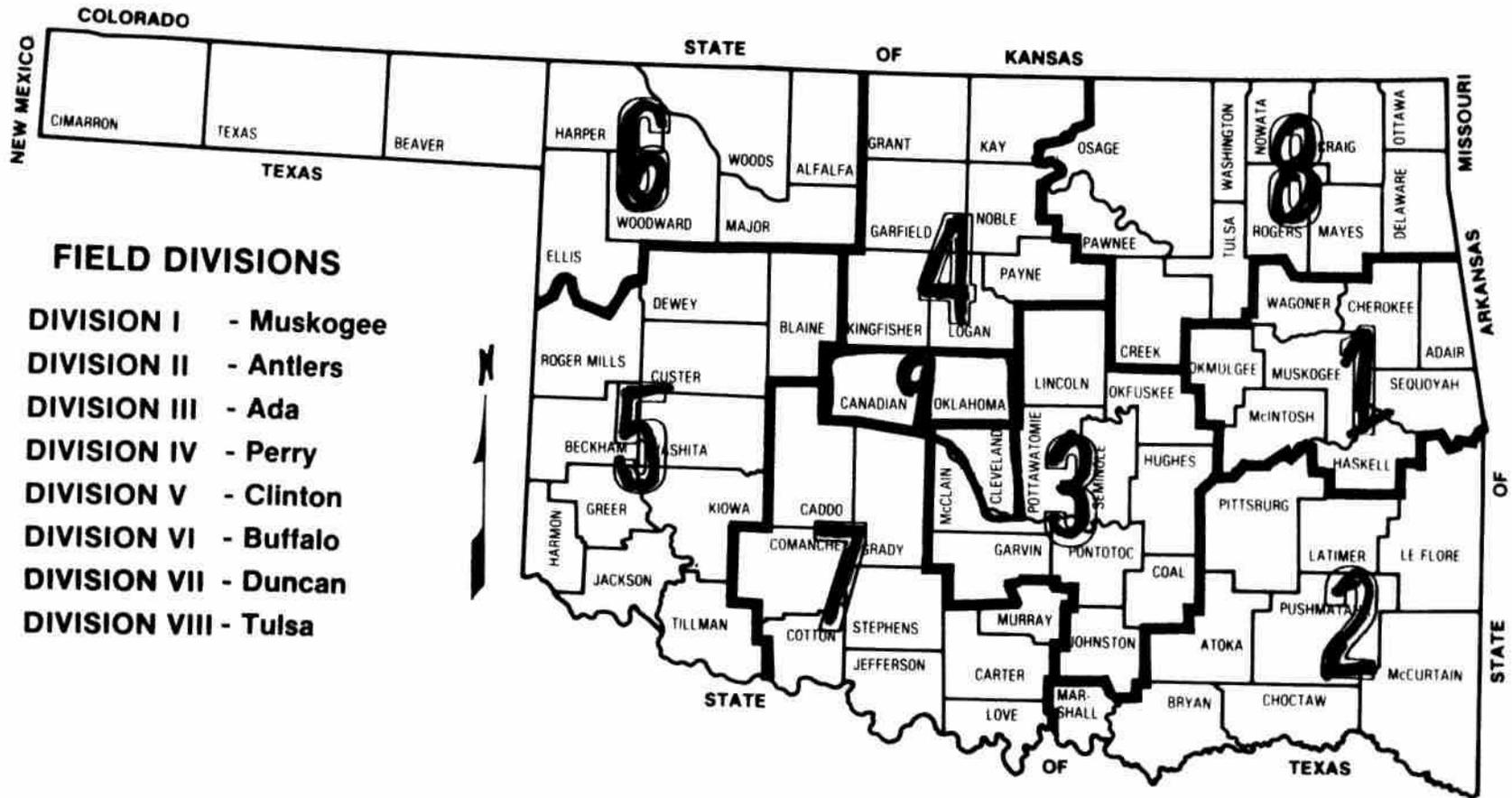
Exhibit 1



AC0004

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

# OKLAHOMA TRANSPORTATION DEPARTMENT



*Zone Map (see attached listing by county)*

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
READY MIX CONCRETE CONTRACT NO. AC-0004  
STATUTORY CERTIFICATION**

\_\_\_\_\_, of lawful age, hereby certifies under the laws of the United States and the State of Oklahoma, states:

1. (S)he is the duly authorized agent of \_\_\_\_\_, the Contractor under the Contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract;
2. (S)he is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract;
3. 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 the Contract to which this statement is attached;
4. That the Contractor has registered and fully participates in the Status Verification system, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor; and

The Contractor further certifies that no person who has been involved in any manner in the development of that Contract while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under said Contract.

If this Contract is for professional services and if the final product is a written proposal, report, or study, the Contractor further certifies that (s)he has not previously provided the state agency with a final product that is a substantial duplication of the final product of the proposed Contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
CONTRACT NO. AC-0004  
ATTACHMENT D1  
US DOT CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The Prospective Participant, \_\_\_\_\_, (Vendor), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report lobbying", in accordance with its instructions.
3. The vendor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
CONTRACT NO. AC-0004  
ATTACHMENT D2  
US DOT CERTIFICATION OF ELIGIBILITY**

The Prospective Participant, \_\_\_\_\_, (Vendor), certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, states:

a) That he or she is the Prospective Participant or fully authorized agent of the Prospective Participant in this project which involves federal funding, and has full knowledge and authority to make this certification.

b) That, except as noted below, \_\_\_\_\_  
(Prospective Participant)  
or any person associated therewith in the capacity of owner, partner, director, officer, principal investigator, project director, manager, auditor or accountant, project superintendent, or any person in a position involving the administration of federal funds:

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
- b. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and
- c. does not have a proposed debarment pending; and
- d. has not had any public transaction (federal, state, or local) terminated within the preceding three (3) years for cause or default; and
- e. has not been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years, except:

\_\_\_\_\_

**(IF NONE, SO STATE BY ENTERING THE WORD NONE).** For any exception noted, indicate on the reverse side of this page to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
CONTRACT NO. AC-0004  
ATTACHMENT D3  
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964  
ASSURANCES**

(hereinafter referred to as the Vendor) HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 42 U.S.C. 2000d-4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives to the end that, in accordance with the Act, regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Vendor receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration; and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by Subsection 21.7(a) (1) of the Regulations, a copy of which is attached.

More specifically and without limiting the above general assurance, the Vendor hereby gives the following specific assurances with respect to its Federal-aid Highway Program:

1. That the Vendor agrees that each "program" and each "facility," as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted or will be (with regard to a "facility") operated in compliance with all requirements imposed by or pursuant to the Regulations.
2. That the Vendor shall insert the following notification in all solicitations for bids for work or materials subject to the regulations made in connection with the Federal-aid Highway Program and, in adapted form, in all proposals for negotiated agreements:

in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4, and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted Programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, Disadvantaged Business Enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated

against on the grounds of race, color, sex, age, national origin, religion, disability/handicap, or income status in consideration for an award.

3. That the Vendor shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the clauses of Appendix B of this assurance shall be included, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Vendor receives federal financial assistance to construct a facility or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Vendor receives federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
7. That the Vendor shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Vendor with other parties (a) for the subsequent transfer of real property acquired or improved under the Federal-aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal-aid Highway Program.
8. That this assurance obligates the Vendor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein, or structures or improvements thereon; in which case the assurance obligates the Vendor or any transferee for the longer of the following periods: (a) the period during which the property used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; of (b) the period during which the Vendor retains ownership or possession of the property.
9. The Vendor shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he or she delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, vendors, sub-contractors, transferees, successors in interest; and other participants of federal financial assistance under such program will comply with all requirements imposed by or pursuant to the Act, the Regulations, and this assurance.

10. The Vendor agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the Vendor by the Department of Transportation under the federal-aid Highway Program and is binding on it, other recipients, sub-grantees, vendors, sub-contractors, transferees, successors in interest, and other participants in the federal-aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Vendor.

Attachments:  
Appendices A, B, C, and D

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “vendor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes Vendors) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor (hereinafter includes Vendors) with regard to the work performed by it during the contract, shall comply with the Americans with Disabilities Act Non-Discrimination Clause referenced at <https://www.ok.gov/odot/documents/ADA%20Clause.pdf> and will not discriminate on the grounds of race, color, sex, age, national origin, religion, disability/handicap, or income status, in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
- 6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

**NOW, THEREFORE**, the U.S. Department of Transportation as authorized by law and upon the condition that the Grantee will accept title to the lands and maintain the project constructed thereon in accordance with the Consolidated and Further Continuing Appropriations Act, 2013 (Pub. L. 113-6, March 26, 2013), the Regulations for the Administration of FY 2013 TIGER Discretionary Grant Program, and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Grantee all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### **(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto Grantee and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Grantee, its successors and assigns.

The Grantee, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person on the grounds of race, color, sex, age, national origin, religion, disability/handicap, or income status shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the Grantee will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the

absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.

## APPENDIX C

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Grantee pursuant to the provisions of Assurance 7(a):

1. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  - A. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
2. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Grantee will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
3. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Grantee will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Grantee and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

During the performance of this contract, the Vendor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Vendor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### Pertinent Non-Discrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49CFR Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid highway Act of 1973, (29 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and vendors, whether such programs or activities of the Federal-aid recipients, sub-recipients and Vendors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. § § 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
12. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
CONTRACT NO. AC-0004  
ATTACHMENT D4  
DRUG FREE WORKPLACE**

1. The Vendor, \_\_\_\_\_, certifies that (s)he will continue to provide a drug free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - b. Establishing an ongoing drug free awareness program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The Vendor's policy of maintaining a drug free workplace;
    - iii. Any available drug counseling, rehabilitation and employee assistance programs; and
    - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - c. Making it a requirement that each employee that will be engaged in the performance of the project be given a copy of the statement required by paragraph a;
  - d. As a condition of employment under the project, the employee will:
    - i. Abide by the terms of the statement, and;
    - ii. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

- e. Notifying the Department and the Federal Highway Administration in writing, within ten (10) calendar days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every project officer or other designee on whose project activity the convicted employee was working, unless the Federal Highway Administration has designated a central point for the receipt of such notices. Notice shall include the identification numbers of each affected project.
- f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted.
- g. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973; as amended, or;
- h. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- i. Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
CONTRACT NO. AC-0004  
ATTACHMENT D5  
DISADVANTAGED BUSINESS ENTERPRISES POLICY STATEMENT**

1. It is the policy of the Department to ensure that Disadvantaged Business Enterprises (D.B.E.) as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this Contract. Consequently the D.B.E. requirements of 49 CFR Part 26 applies to this Contract. These provisions apply to all federal-aid projects, regardless if there is a DBE goal.
2. The Department or its Vendor which are recipients of Federal-aid funds agree to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 have the maximum opportunity to participate in the performance of contracts and sub-contracts financed in whole or in part with federal funds provided under this Contract. In this regard, the Department and its Vendors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts.
3. The Vender must follow the requirements outlined in the DBE Program Manual, located at [https://www.ok.gov/odot/Doing\\_Business/Civil\\_Rights/Civil\\_Rights - Publications, Posters and Brochures.html](https://www.ok.gov/odot/Doing_Business/Civil_Rights/Civil_Rights_-_Publications,_Posters_and_Brochures.html).
4. Failure to carry out the requirements set forth above shall constitute a breach of Contract, and, after the notification of the Department, may result in termination of the Contract by the Department or other such remedy as the Department deems appropriate.

