

**Pricing Agreement Award  
C239034 – Rudy Construction Company**

**APPROVED** by the Trustees and signed by the Chairman of the Oklahoma City Water

Utilities Trust this 6TH day of JUNE, 2023.

**OKLAHOMA CITY WATER  
UTILITIES TRUST**

*Amy K Simpson*  
Secretary



*John D. Couch*  
CHAIRMAN

**CONCURRED** by the Council and signed by the Mayor of The City of Oklahoma City

this 20TH day of JUNE, 2023.

*Amy K Simpson*  
City Clerk



**THE CITY OF OKLAHOMA CITY**

*David Holt*  
Mayor

REVIEWED for form and legality.

*Chris Hall*

Assistant Municipal Counselor

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**Bid Tabulation Packet  
for  
Solicitation OCWUT 12-23**

**Driveway, Sidewalk, and Mailbox Replacement Services**

**Bid Designation: Public**

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The City of  
**OKLAHOMA CITY**

**City of Oklahoma City and its Trusts**

## Rudy Construction Co.

Bid Contact **Doug Walker**  
**pprat@rudyconstruction.com**  
**Ph 405-478-9900**

Address **3101 NE 63rd Street**  
**Oklahoma City, OK 73121**

Qualifications **OKC PRE-QUALIFIED CONTRACTORS**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OCWUT 12-23--01-01	Driveway: Concrete Driveway Replacement	<b>Supplier Product Code:</b>	<b>First Offer - \$150.00</b>	1 / square yard	<b>\$150.00</b> Y Y
OCWUT 12-23--01-02	Sidewalk: Concrete Sidewalk Replacement	<b>Supplier Product Code:</b>	<b>First Offer - \$125.00</b>	1 / square yard	<b>\$125.00</b> Y Y
OCWUT 12-23--01-03	Mailboxes: Brick Mailbox	<b>Supplier Product Code:</b>	<b>First Offer - \$700.00</b>	1 / each	<b>\$700.00</b> Y
OCWUT 12-23--01-04	Mailboxes: Wood Mailbox	<b>Supplier Product Code:</b>	<b>First Offer - \$50.00</b>	1 / each	<b>\$50.00</b> Y
OCWUT 12-23--01-05	Mailboxes: Iron Mailbox	<b>Supplier Product Code:</b>	<b>First Offer - \$55.00</b>	1 / each	<b>\$55.00</b> Y
OCWUT 12-23--01-06	Mailboxes: Temporary Mailbox	<b>Supplier Product Code:</b>	<b>First Offer - \$50.00</b>	1 / each	<b>\$50.00</b> Y
OCWUT 12-23--01-07	Curb, Street, Storm Drain, ADA Ramps, and Signal Wires	<b>Supplier Product Code:</b>	<b>First Offer - \$50.00</b>	1 / linear foot	<b>\$50.00</b> Y
OCWUT 12-23--01-08	Curb, Street, Storm Drain, ADA Ramps, and Signal Wires	<b>Supplier Product Code:</b>	<b>First Offer - \$290.00</b>	1 / square yard	<b>\$290.00</b> Y
OCWUT 12-23--01-09	Curb, Street, Storm Drain, ADA Ramps, and Signal Wires	<b>Supplier Product Code:</b>	<b>First Offer - \$275.00</b>	1 / square yard	<b>\$275.00</b> Y
OCWUT 12-23--01-10	Curb, Street, Storm Drain, ADA Ramps, and Signal Wires	<b>Supplier Product Code:</b>	<b>First Offer - \$160.00</b>	1 / square yard	<b>\$160.00</b> Y

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OCWUT 12-23--01-11	Curb, Street, Storm Drain, ADA Ramps, and Signal Wires	<b>Supplier Product Code:</b>	<b>First Offer - \$160.00</b>	1 / square yard	<b>\$160.00</b>	<b>Y</b>
OCWUT 12-23--01-12	Curb, Street, Storm Drain, ADA Ramps, and Signal Wires	<b>Supplier Product Code:</b>	<b>First Offer - \$25.00</b>	1 / square yard	<b>\$25.00</b>	<b>Y</b>
OCWUT 12-23--01-13	Curb, Street, Storm Drain, ADA Ramps, and Signal Wires	<b>Supplier Product Code:</b>	<b>First Offer - \$100.00</b>	1 / each	<b>\$100.00</b>	<b>Y</b>
OCWUT 12-23--01-14	Curb, Street, Storm Drain, ADA Ramps, and Signal Wires	<b>Supplier Product Code:</b>	<b>First Offer - \$200.00</b>	1 / each	<b>\$200.00</b>	<b>Y</b>
OCWUT 12-23--01-15	Curb, Street, Storm Drain, ADA Ramps, and Signal Wires	<b>Supplier Product Code:</b>	<b>First Offer - \$530.00</b>	1 / each	<b>\$530.00</b>	<b>Y</b>
OCWUT 12-23--01-16	Curb, Street, Storm Drain, ADA Ramps, and Signal Wires	<b>Supplier Product Code:</b>	<b>First Offer - \$400.00</b>	1 / each	<b>\$400.00</b>	<b>Y</b>
OCWUT 12-23--01-17	Curb, Street, Storm Drain, ADA Ramps, and Signal Wires	<b>Supplier Product Code:</b>	<b>First Offer - \$25.00</b>	1 / square foot	<b>\$25.00</b>	<b>Y</b>
OCWUT 12-23--01-18	Curb, Street, Storm Drain, ADA Ramps, and Signal Wires	<b>Supplier Product Code:</b>	<b>First Offer - \$16.50</b>	1 / square foot	<b>\$16.50</b>	<b>Y</b>
OCWUT 12-23--01-19	Curb, Street, Storm Drain, ADA Ramps, and Signal Wires	<b>Supplier Product Code:</b>	<b>First Offer - \$500.00</b>	1 / each	<b>\$500.00</b>	<b>Y</b>
OCWUT 12-23--01-20	Curb, Street, Storm Drain, ADA Ramps, and Signal Wires	<b>Supplier Product Code:</b>	<b>First Offer - \$300.00</b>	1 / each	<b>\$300.00</b>	<b>Y</b>
					Supplier Total	<b>\$4,161.50</b>

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**Rudy Construction Co.**

Item: **Driveway: Concrete Driveway Replacement**

**Attachments**

W-9 Form.pdf

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**Rudy Construction Co.**

Item: **Sidewalk: Concrete Sidewalk Replacement**

**Attachments**

Bid Bond 5.pdf

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# Bid Bond in Accordance with Contract Specifications

SOK04046211

Rudy Construction Company

Bond Number

Principal Name

PO Box 14575, Oklahoma City, OK, 73113, US

Principal Address

DocuSigned by:

Shane Allen

AE52A6D069314A1...

Principal Signature

The City of Oklahoma City and its participating Trusts

Owner/Obligee Name

200 North Walker Avenue, Oklahoma City, OK, 73102, US

Owner/Obligee Address

## Bond Information

04-05-2023

Bid Date

Travelers Casualty and Surety Company of America

Surety

3169785361

Contractor Vendor ID Number

OCWUT 12-23

Contract ID Number

OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT SERVICES

Description of Job

Five Percent of the Total Amount Bid Dollars

Amount of Bid Security

Bid Security Maximum

5%

Bid Security Percentage

Dillon Rosenhamer

Attorney-in-Fact

Bond Entered and Executed By

Insurica

Primary Agency

Attorney-In-Fact Signature

Know all men by these presents that Travelers Casualty and Surety Company of America, a Corporation duly organized under the laws of the State of CT, are held and firmly bound unto the above owner/obligee by the transmission. The surety agrees to waive the statute of Fraud defense and further agrees that the owner/obligee is a third party beneficiary of the waiver for the purposes of enforcing this bid bond.

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**Supplier: Rudy Construction Co.**

**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION  
STATEMENT**  
**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS  
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is  
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID  
OR THE BID WILL BE REJECTED**

**INSTRUCTIONS:** This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between **Rudy Construction Co.** hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment **0% 0 Days**

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to do so, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held

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at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If 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).

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**The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.**

WITNESS the hands of the parties hereto:

**THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID**

**Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.**

**Shane Allen**

Type Name of Authorized Agent

**Vice President**

Title of Authorized Agent

**Rudy Construction Co. P.O. Box 14575, Okla. City, OK**

**73113**

Company Name and Address

Zip Code

**405-478-9900**

Telephone Number and Fax Number if any

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID OR THE BID WILL BE REJECTED**

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**Supplier: Rudy Construction Co.**

**NON-COLLUSION AFFIDAVIT**

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

**(See Electronic Signatures in Global and National Commerce Act for more information.)**

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

**The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.**

**→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←**

**Shane Allen**  
Type Name of Authorized Agent/Representative  
**Rudy Construction Co.**  
Company Name  
**PO Box 14575**  
Address  
**405-478-9900/405-478-9901**  
Telephone Number and Fax Number, if any

**Vice President**  
Title  
**73113**  
Zip Code

**TO BE COMPLETED BY THE NOTARY:**

State of \* )  
**Oklahoma** ) SSS  
County of \* )  
**Oklahoma**

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[\*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to before me on this	<b>5</b> day of	<b>April,</b>	<b>2023</b>	by <b>Shane Allen</b>
	[Day]	[Month]	[Year]	[Print the name of the agent/representative who signed above.]

My Commission Number:	<b>10008003</b> [Oklahoma]	<b>Kati Ratliff</b> Type Name of Notary Public
My Commission Expires:	<b>09/24/2026</b> [Date/Year]	

[49 Okla. Stat. 2011 §119]

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID**

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**(See Electronic Signatures in Global and National Commerce Act for more information.)**

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**Supplier: Rudy Construction Co.**

**BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID**

**SUPPLIER CONTACT INFORMATION**

The purpose of this form is to assist various City Departments and Trusts with placing orders.

**Sales Contact:**

Company Name: **Rudy Construction Co.**

Address: **3101 NE 63rd St**

Contact Person: **Shane Allen, Vice President**      Email Address: **info@rudyconstruction.com**

Telephone Number: **405-478-9900**      Fax Number: **405-478-9901**

**Billing Contact:**

Company Name: **Rudy Construction Co.**

Address: **PO BOX 14575**

Contact Person: **Shane Allen**      Email Address: **info@rudyconstruction.com**

Telephone Number: **4054789900**      Fax Number: **405-478-9901**

**Service Contact:**

Company Name: **Rudy Construction Co.**

Address: **PO Box 14575**

Contact Person: **Shane Allen**      Email Address: **info@rudyconstruction.com**

Telephone Number: **405-478-9900**      Fax Number: **405-478-9901**

After Hours Emergency Number(s)  
 After Hours Emergency Number(s)  
 After Hours Emergency Number(s)  
 After Hours Emergency Number(s) **shaneallen**

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**Supplier: Rudy Construction Co.**

**RFB OCWUT 12-23**

**Driveway, Sidewalk, and Mailbox Replacement Services**

**BID FORM A – REFERENCES**

**Reference No. 1**

<b>Name of Municipality or Organization:</b>	<b>City of Oklahoma City</b>
Physical Address (include City, State and Zip Code)	<b>420 West Main Street, Oklahoma City, Oklahoma</b>
Contact Person and Title	<b>Michael Clark</b>
Contact Phone Number	
Contact E-mail address	<b>michael.clark1@okc.gov</b>
How long has this reference been your customer?	
How many projects for this reference? Approximate length of each project?	
Describe the type of services provided for this reference.	
Provide specific details of a project that you completed.	
Do you have a service agreement with this customer? Please describe.	
Approximate dollar volume of services annually?	<input type="checkbox"/> Less than \$10,000 per year <input type="checkbox"/> \$10,000 – \$50,000 per year <input type="checkbox"/> Greater than \$50,000 per year

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**RFB OCWUT 12-23**  
**Driveway, Sidewalk, and Mailbox Replacement Services**

**BID FORM A – REFERENCES**

**Reference No. 2**

<b>Name of Municipality or Organization:</b>	<b>City of Nichols Hills</b>
Physical Address (include City, State and Zip Code)	<b>6407 Avondale Drive, Nichols Hills, Oklahoma</b>
Contact Person and Title	<b>Randy Lawrence</b>
Contact Phone Number	
Contact E-mail address	<b>rlawrence@nicholshills.net</b>
How long has this reference been your customer?	
How many projects for this reference? Approximate length of each project?	
Describe the type of services provided for this reference.	
Provide specific details of a project that you completed.	
Do you have a service agreement with this customer? Please describe.	
Approximate dollar volume of services annually?	<input type="checkbox"/> Less than \$10,000 per year <input type="checkbox"/> \$10,000 – \$50,000 per year <input type="checkbox"/> Greater than \$50,000 per year

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**RFB OCWUT 12-23**  
**Driveway, Sidewalk, and Mailbox Replacement Services**

**BID FORM A – REFERENCES**

**Reference No. 3**

<b>Name of Municipality or Organization:</b>	<b>City of Norman</b>
Physical Address (include City, State and Zip Code)	<b>201 West Gray St. Norman, Oklahoma 73069</b>
Contact Person and Title	<b>Paul Dandrea</b>
Contact Phone Number	
Contact E-mail address	<b>Paul.Dandrea@NormanOK.gov</b>
How long has this reference been your customer?	
How many projects for this reference? Approximate length of each project?	
Describe the type of services provided for this reference.	
Provide specific details of a project that you completed.	
Do you have a service agreement with this customer? Please describe.	
Approximate dollar volume of services annually?	<input type="checkbox"/> Less than \$10,000 per year <input type="checkbox"/> \$10,000 – \$50,000 per year <input type="checkbox"/> Greater than \$50,000 per year

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

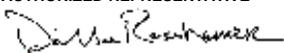
<b>PRODUCER</b> <b>INSURICA - Oklahoma City</b> <b>5100 N. Classen Blvd, #300</b> <b>Oklahoma City, OK 73118</b>	<b>CONTACT NAME:</b> Jasmin Mayorga, CISR, CRIS <b>PHONE (A/C, No, Ext):</b> (405) 556-2288 <b>FAX (A/C, No):</b> (405) 556-2332 <b>E-MAIL ADDRESS:</b> Jasmin.Mayorga@INSURICA.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b>	
<b>INSURED</b>  <b>Rudy Construction Co.</b> <b>P.O. Box 14575</b> <b>Oklahoma City, OK 73113</b>	<b>INSURER A :</b> Zurich American Insurance Company <b>16535</b>	
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	
<b>INSURER F :</b>		

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO450386605	11/1/2022	11/1/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP450386705	11/1/2022	11/1/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC551427005	11/1/2022	11/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Job PM-0273  
 RE: OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT SERVICES  
 The City of Oklahoma City and Its Participating Trusts are named as Additional Insured with respect to General Liability and Auto Liability as required by written contract and in accordance with policy terms and conditions. Thirty (30) Days Notice of Cancellation is provided with respect to General Liability, Auto Liability, and Workers Compensation by scheduled endorsement as required by written contract and in accordance with policy terms and conditions.

<b>CERTIFICATE HOLDER</b>  City of Oklahoma City and its beneficiary trusts 420 W. Main St., Suite 700 Oklahoma City, OK 73102	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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## **Solicitation OCWUT 12-23**

### **Driveway, Sidewalk, and Mailbox Replacement Services**

**Bid Designation: Public**



The City of  
**OKLAHOMA CITY**

**City of Oklahoma City and its Trusts**

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## Bid OCWUT 12-23 Driveway, Sidewalk, and Mailbox Replacement Services

Bid Number **OCWUT 12-23**  
Bid Title **Driveway, Sidewalk, and Mailbox Replacement Services**  
Expected Expenditure **\$1,400,000.00** (This price is expected - not guaranteed)

Bid Start Date **Mar 1, 2023 7:43:55 AM CST**  
Bid End Date **Apr 5, 2023 10:00:00 AM CDT**  
Question & Answer End Date **Mar 17, 2023 10:00:00 AM CDT**

Bid Contact **Rebecca Cavnar**  
**rebecca.cavnar@okc.gov**

Bid Contact **City Clerk**  
**cityclerk@okc.gov**

Bid Contact **Mark Keesee**  
**mark.keesee@okc.gov**

Bid Contact **Stephen Krausnick**  
**stephen.krausnick@okc.gov**

Contract Duration **3 years**  
Contract Renewal **1 annual renewal**  
Prices Good for **1 year**

Standard Disclaimer **This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts.  
Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.**

Bid Comments **The Oklahoma City Water Utilities Trust (OCWUT) will accept electronic bids for driveway, sidewalk, mailbox replacement, and other restoration services.**

### Addendum # 1

New Documents **OCWUT 12-23 Addendum No. 1.pdf**

#### Changes were made to the following items:

Curb, Street, Storm Drain, ADA Ramps, and Signal Wires

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Item **OCWUT 12-23--01-01 - Driveway: Concrete Driveway Replacement**  
Quantity **1 square yard**  
Unit Price   
Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**

See bid packet for technical specifications.  
Enter price per square yard

---

Item **OCWUT 12-23--01-02 - Sidewalk: Concrete Sidewalk Replacement**  
Quantity **1 square yard**  
Unit Price   
Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**

See Bid Packet for Technical Specifications.  
Enter price per square yard

---

Item **OCWUT 12-23--01-03 - Mailboxes: Brick Mailbox**  
Quantity **1 each**  
Unit Price   
Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**

See Bid Packet for Technical Specifications  
Enter price per brick mailbox

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Item **OCWUT 12-23--01-04 - Mailboxes: Wood Mailbox**  
Quantity **1 each**  
Unit Price   
Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A

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Oklahoma City OK 73102

**Qty 1**

**Description**

See Bid Packet for Technical Specifications

Enter price per wood mailbox

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Item **OCWUT 12-23--01-05 - Mailboxes: Iron Mailbox**

Quantity **1 each**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1**

**Description**

See Bid Packet for Technical Specifications.

Enter price per iron mailbox

---

Item **OCWUT 12-23--01-06 - Mailboxes: Temporary Mailbox**

Quantity **1 each**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1**

**Description**

See Bid Packet for Technical Specifications

Enter price per temporary mailbox

---

Item **OCWUT 12-23--01-07 - Curb, Street, Storm Drain, ADA Ramps, and Signal Wires**

Quantity **1 linear foot**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1**

**Description**

Remove and replace curb and gutter.

Enter price per linear foot

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Item **OCWUT 12-23--01-08 - Curb, Street, Storm Drain, ADA Ramps, and Signal Wires**  
Quantity **1 square yard**  
Unit Price   
Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**  
Payment Cut & Permanent Repair (Asphalt)  
Enter price per square yard

Item **OCWUT 12-23--01-09 - Curb, Street, Storm Drain, ADA Ramps, and Signal Wires**  
Quantity **1 square yard**  
Unit Price   
Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**  
Pavement Cut & Permanent Repair (Concrete)  
Enter price per square yard

Item **OCWUT 12-23--01-10 - Curb, Street, Storm Drain, ADA Ramps, and Signal Wires**  
Quantity **1 square yard**  
Unit Price   
Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**  
Remove and replace Parking Lot Pavement (Asphalt)  
Enter price per square yard

Item **OCWUT 12-23--01-11 - Curb, Street, Storm Drain, ADA Ramps, and Signal Wires**  
Quantity **1 square yard**  
Unit Price   
Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

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**Description**

Remove and replace Parking Lot Pavement (Concrete)  
Enter price per square yard

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Item **OCWUT 12-23--01-12 - Curb, Street, Storm Drain, ADA Ramps, and Signal Wires**  
Quantity **1 square yard**  
Unit Price   
Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**

Pavement Cut and Permanent Repair (Gravel)  
Enter price per square yard

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Item **OCWUT 12-23--01-13 - Curb, Street, Storm Drain, ADA Ramps, and Signal Wires**  
Quantity **1 each**  
Unit Price   
Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**

Adjust Existing Structure (Water Valve Boxes)  
Enter price per adjustment

---

Item **OCWUT 12-23--01-14 - Curb, Street, Storm Drain, ADA Ramps, and Signal Wires**  
Quantity **1 each**  
Unit Price   
Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**

Adjust Existing Structure (Electric Traffic Signals)  
Enter price per adjustment

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Item **OCWUT 12-23--01-15 - Curb, Street, Storm Drain, ADA Ramps, and Signal Wires**  
Quantity **1 each**

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Unit Price

Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**

Adjust Existing Structure (Storm Inlets)  
Enter price per adjustment

---

Item **OCWUT 12-23--01-16 - Curb, Street, Storm Drain, ADA Ramps, and Signal Wires**

Quantity **1 each**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**

Adjust Existing Structure (Manholes)  
Enter price per adjustment.

---

Item **OCWUT 12-23--01-17 - Curb, Street, Storm Drain, ADA Ramps, and Signal Wires**

Quantity **1 square foot**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**

Tactile Markers - Truncated Domes  
Enter price per square foot

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Item **OCWUT 12-23--01-18 - Curb, Street, Storm Drain, ADA Ramps, and Signal Wires**

Quantity **1 square foot**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**

ADA Curb Ramps

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Enter price per square foot

Item **OCWUT 12-23--01-19 - Curb, Street, Storm Drain, ADA Ramps, and Signal Wires**

Quantity **1 each**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1**

**Description**

24 hour Emergency Response

Enter percent increase to line items for Emergency 24 hour response mobilization.

Item **OCWUT 12-23--01-20 - Curb, Street, Storm Drain, ADA Ramps, and Signal Wires**

Quantity **1 each**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1**

**Description**

Enter price to safely manage traffic flow when project requires temporary lane closure on an arterial street. See more details in the Special Provisions.

**Addendum # 1**

Previous Product Code	New Product Code	<b>04-14-Group 4</b>
Previous Title	New Title	<b>Curb, Street, Storm Drain, ADA Ramps, and Signal Wires</b>
Added Item		

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**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION  
STATEMENT**  
**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS  
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is  
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID  
OR THE BID WILL BE REJECTED**

**INSTRUCTIONS:** This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between  hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment  %  Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's

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risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If 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).

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The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

**THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID**

**Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.**

Type Name of Authorized Agent

Title of Authorized Agent

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID OR THE BID WILL BE REJECTED**

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### NON-COLLUSION AFFIDAVIT

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

**(See Electronic Signatures in Global and National Commerce Act for more information.)**

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

**The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.**

**→ →THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←**

<input type="text"/>	<input type="text"/>
Type Name of Authorized Agent/Representative	Title
<input type="text"/>	
Company Name	
<input type="text"/>	<input type="text"/>
Address	Zip Code
<input type="text"/>	
Telephone Number and Fax Number, if any	

**TO BE COMPLETED BY THE NOTARY:**

State of *	)
<input type="text"/>	) SSS
County of *	)
<input type="text"/>	

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[\*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to before me on this  day of ,  by

[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number:

[Oklahoma] Type Name of Notary Public

My Commission Expires:

[Date/Year]

[49 Okla. Stat. 2011 §119]

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

**(See Electronic Signatures in Global and National Commerce Act for more information.)**

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**BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID**

**SUPPLIER CONTACT INFORMATION**

The purpose of this form is to assist various City Departments and Trusts with placing orders.

**Sales Contact:**

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

**Billing Contact:**

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

**Service Contact:**

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

After Hours Emergency Number(s)

After Hours Emergency Number(s)

After Hours Emergency Number(s)

After Hours Emergency Number(s)

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(Internal use only)	
PeopleSoft Vendor ID: _____	Entered by: ____
Helpdesk Ticket #: _____	Date: _____

**The Bidder's Name that is entered on the Bid/Pricing Agreement/Contract Form & Non-Discrimination Form should match the Business Name on the Vendor Registration Form**

### VENDOR REGISTRATION FORM

**If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).**

Select One:

- NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.
- NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety.
- UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

**SDBE Program: Please select all applicable vendor characteristics:**

- Disadvantaged Business Enterprise DUNS Number (if any)
- Small Business - as defined by the U.S. Small Business Administration
- Women-Owned Business - % Women-Owned / Controlled  %
- Minority-Owned Business - % Minority-Owned / Controlled  % Ethnicity(ies)

If you checked any of the above boxes, please provide a brief description of your business:

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities?

**Mailing Addresses:**

**PURCHASE ORDERS**

BUSINESS NAME

ADDRESS 1

**PAYMENT REMITTANCE**

BUSINESS NAME

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ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

Do you wish to receive payments by electronic funds transfer?

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts. See 11 O.S. §8-113.

TYPE NAME OF PERSON AUTHORIZED TO SIGN

TITLE

**BIDDER MUST ELECTRONICALLY COMPLETE AND SIGN THIS DOCUMENT PRIOR TO SUBMITTING INTO THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

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Form **W-9**  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

<b>Social security number</b>									
				-			-		
or									
<b>Employer identification number</b>									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

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By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

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**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

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The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

**Part II. Certification**

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

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**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.**

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.**

You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.**

You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

\*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

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The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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2023

Rebecca Cavnar  
Administrative Specialist  
Utilities Department  
**The City of Oklahoma City**  
Rebecca.Cavnar@okc.gov

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**OCWUT 12-23 DRIVEWAY, SIDEWALK, AND  
MAILBOX REPLACEMENT SERVICES**

**OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT  
SERVICES**

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## OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT SERVICES

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(Published in the Journal Record on March 1, 2023 and March 8, 2023)

### NOTICE TO BIDDERS

NOTICE is hereby given that the Oklahoma City Water Utilities Trust will receive electronic bids at the **OFFICE of the CITY CLERK, 200 North Walker, Oklahoma City, Oklahoma 73102**, until 10:00:00 a.m. on the 5<sup>th</sup> day of April, 2023, for the following:

**Bid Number:** OCWUT 12-23

**Title:** Driveway, Sidewalk, and Mailbox  
Replacement Services

The City of Oklahoma City and its Trusts have partnered with Periscope to accept bids electronically. You are invited to submit a bid electronically through the Periscope system to supply the commodity specified in the electronic bid packet. The City and its Trusts do not provide access to a computer for electronic bidding or electronic bid submission. Bidders must register in advance with Periscope at <https://www.periscopeholdings.com/bidsync/the-city-of-oklahoma-city> to submit an electronic bid. The City and its Trusts recommend potential Bidders register and become familiar with the Periscope electronic bidding process in advance of submitting a bid. There is no charge to the Bidder for registering or submitting an electronic bid to the City and/or its Trusts through Periscope. Instructions on how to get registered to bid through Periscope can be found on The City of Oklahoma City's website at <https://www.okc.gov/departments/bidding>.

Bids shall be made in accordance with the Notice to Bidder, General Instructions and Requirements for Bidders, Oklahoma Open Records Act and Confidential Information, the Specifications, the Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement, and the Anti/Non-collusion Affidavit which are a part of the complete electronic bid packet. The Bid/Pricing Agreement/Contract Form must be completed, signed, and submitted electronically through Periscope for the bid to be valid.

Bids timely submitted electronically through Periscope shall be opened at the time stated above or later in the City Clerk's Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the 10:00:00 a.m. deadline, on the above-mentioned date. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours thereafter before a Pricing Agreement/Contract shall be made and entered into hereon.

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## OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT SERVICES

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### GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDER'S IRREVOCABLE BID AS A FIRM OFFER. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S BID. THIS CAN BE ACCOMPLISHED BY SUBMITTING AN ALTERNATE OFFER, IF AVAILABLE ON THE BID, OR BY ENTERING INFORMATION INTO THE "NOTE TO BUYER" FIELD. A BIDDER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE PERISCOPE SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET AND ANY OTHER BID DOCUMENTS RELATED TO THIS BID.

1. **EXAMINATION BY BIDDERS:** All Bidders must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any Bid/Pricing Agreement/Contract. Failure to examine is at the Bidder's own risk as Bidder will be held to the terms, conditions, and requirements therein.
2. **SUBMISSION OF FORMS REQUIRED FOR PRICING AGREEMENT/CONTRACT AWARD:** All bids must be completed electronically, on the forms provided by the Contracting Entity through the electronic bidding system. Bids will not be considered unless the Bid/Pricing Agreement/Contract form is completed, signed, and submitted by the Bidder in the electronic bidding system. A Letter of Authorization should also be attached and submitted when the Bidder is not authorized by statute and the Bidder's organizational and establishing documents to sign and bind the Bidder to the Bid/Pricing Agreement/Contract documents. The Anti/Non-Collusion Affidavit must be executed by the Bidder or an authorized agent and notarized. The notarization must contain:
  - (a) The notary's signature (electronic signature);
  - (b) Jurisdiction where notarization took place (i.e., State of \_\_, County of \_\_);
  - (c) Date of notarization;
  - (d) The notary's commission expiration date;
  - (e) The notary's commission number (Oklahoma);
  - (f) The notarial seal (the notary seal is not required for electronic notarization); and
  - (g) Comply with all other applicable laws. The anti/non-collusion affidavit must be submitted electronically with the electronic bid packet.
3. **SUBMISSION OF BIDS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Bids must be submitted electronically through Periscope and shall be opened at the time stated in the Notice to Bidders, or later, in the City Clerk's Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the deadline. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours thereafter before a Pricing Agreement/Contract shall be made and entered into thereon.
4. **DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins, and specifications. This data can be uploaded electronically through the electronic bidding system.
5. **EXCEPTIONS:** Any exceptions or variances to these instructions or specifications must be submitted with the Bidder's bid. This can be accomplished by submitting an alternate offer, if available on the bid, or by entering information in the "Note to Buyer" field. A Bidder may also submit exceptions by uploading a separate document labeled "Exceptions" into the Periscope system. Failure to indicate any exceptions will be construed to mean that the Bidder offers to furnish the exact commodity as described in the bid specifications and as full acceptance of the requirements, instructions, and specifications contained in this bid packet and any other bid documents related to this bid.
6. **UNIT PRICES:** A unit price for each unit bid must be shown and include any applicable taxes, delivery, and packaging and/or packing, if any, unless otherwise specified. If there is an estimated quantity stated as such in the specifications, the estimate is not a guarantee of the quantity which may be purchased. When the quantity in the Periscope system is listed as "1", Bidder shall bid the per individual unit price. The Contracting Entity may purchase

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## OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT SERVICES

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one or more bid item at any given time throughout the term of the Pricing Agreement/Contract. The Periscope system will calculate the total based on the quantity requested by the Contracting Entity and the price entered by the Bidder. The Periscope system will calculate the bid price based on the quantity and price. Items bid as an estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the Bidder to the destination specified in the special instructions of the specifications.

7. **EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the bid price. No additional payment or compensation will be made for taxes.
8. **PAYMENTS AND DISCOUNTS:**
  - (a) Payment for goods and services as specified in the Pricing Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Bidder of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price shall cover any fees a bidder may incur.
  - (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Discounts offered by the Bidder will be taken, however, if payment is made within the discount period.
  - (c) Late charges cannot be assessed against Contracting Entity.
9. **LATE INVOICES:** If the purchase order indicates that the purchase is being made with City funds, all unpaid invoices pertaining to this Pricing Agreement/Contract must be recorded in the Finance Department, Accounts Payable Section, or in the Office of the City Clerk on or before September 30 for all debts incurred during the prior fiscal year (July 1 through June 30) or said invoice shall be void and forever barred. (*See* 62 Okla. Stat. 2010 § 310.4).
10. **DELIVERY:**
  - (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
  - (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the Pricing Agreement/Contract, unless specified otherwise.
11. **AWARD OF PRICING AGREEMENT/CONTRACTS:** The Contracting Entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.
12. **PERFORMANCE BONDS:** If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of Pricing Agreement/Contract.
13. **PATENTS:** The Bidder agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because of, or for the use of, patented or licensed appliances, products, or processes. The Bidder shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
14. **TERMINATION:**
  - (a) The performance of services and/or the delivery of items under any Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.
  - (b) Any such termination will be effected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
  - (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the Pricing Agreement/Contract.
15. **COMPLIANCE WITH APPLICABLE LAWS:** All Proposers must comply with all applicable federal, state, or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. §§ 2000d, -et seq.

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## OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT SERVICES

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16. **SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*
17. **RIGHT TO AUDIT:** The Contracting Entity shall always have the right to examine books, papers, and records of the successful Bidder relative to all aspects of the Pricing Agreements/Contracts awarded as a result of this bid to confirm Pricing Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Pricing Agreement/Contract. This right to audit only affects Pricing Agreement/Contract compliance as a result of this bid and does not apply to Bidder records beyond the scope of the Pricing Agreement/Contract.
18. **REFERENCES:** The Contracting Entity has the right to request references from bidders.
19. **BID EVALUATION:** Bids will be evaluated based upon the lowest overall cost to the Contracting Entity and a bidder's responsiveness to the requirements of the specifications. The Contracting Entity retains the right to waive minor deficiencies of specifications, technicalities, or informalities in a bid, provided that the best interest of the Contracting Entity would be served without prejudice to the rights of other bidders.

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## OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT SERVICES

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### OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

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All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, O.S. §§ 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public’s right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all “records,” as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked “Confidential”. DO NOT label your entire Bid or Proposal as “Confidential” – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as “Confidential”.
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. §§ 85, *et seq.*

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as “Confidential,” you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as “Confidential”, you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as “Confidential,” you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

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## OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT SERVICES

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### **INTENT OF CONTRACT**

The Oklahoma City Water Utilities Trust (OCWUT) will accept electronic bids for driveway, sidewalk, mailbox replacement, and other restoration services. The intent of this pricing agreement is to procure replacement services for these types of restorations to the areas affected by the Utilities Department's line maintenance repairs.

Following waterline and watermain replacement services performed by the line maintenance division, OCWUT is responsible to restore the affected area back to its pre-repair state. This includes any driveway, sidewalk, mailbox, and similar types of restoration. It is estimated that line maintenance responds to 4,500 line replacements/repairs per year.

### **CONTRACTING ENTITY**

The term "Contracting Entity" as used throughout this Pricing Agreement/Contract shall mean The City of Oklahoma City and any participating Public Trust which chooses to avail itself of the goods and services from the resultant Pricing Agreement/Contract. Should a participating Public Trust of The City of Oklahoma City is Beneficiary, choose to avail itself of goods or service from the resultant Pricing Agreement/Contract, the Bidder(s) will honor the terms and conditions, including price, of the Pricing Agreement(s)/Contract(s).

### **BIDDER**

Upon award of this Pricing Agreement/Contract, the term "Bidder" shall mean the contracting party supplying the goods and/or services.

The enclosed affidavit must be signed, sealed, notarized, and returned with your bid. If the person signing the pricing agreement documents is not President, Vice-President, or Chief Executive Officer of your company a letter of authorization must be completed and enclosed with the bid submission. Please note, failure to properly execute these documents and/or follow instructions given may result in a recommendation to reject your bid.

Bidders shall be pre-qualified for the specific type or types of construction, as provided in the City of Oklahoma City's "Standard Specifications for the Construction of Public Improvements", unless prequalification is specifically waived in the Special Provisions for the project. The City Clerk will not tabulate submission of any proposed Bidder who is not listed, at the time for receipt of Bids, as pre-qualified for the types or types of work required for the project and such submission will not be considered by the Contracting Entity.

### **SCOPE OF PRICING AGREEMENT/CONTRACT**

The Bidder shall furnish and supply the item(s) in accordance with the terms, conditions and provisions set forth herein.

The Contracting Entity reserves the right to award this Pricing Agreement to a single Bidder or to or to multiple Bidders, whichever is deemed to be in the best interest of the Contracting Entity. You may bid on some or all items. If you choose not to bid on one of the items respond

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## OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT SERVICES

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by bidding, “No Bid” in the “Note to Buyer” field of the line items in the Periscope system. If the Bidder does not provide a response, it will be considered a “No Bid” item.

### **SUBSTITUTE OFFERS**

If the bid specifications provide that the Contracting Entity is accepting substitute offers for a good or service, this option will be available for bidders in Periscope when completing the electronic bid packet. The Contracting Entity is under no obligation to accept a substitute offer.

### **PRICING AGREEMENT/CONTRACT PERIOD**

The pricing agreement shall be effective for a period of three (3) years, with the option to renew for one additional three (3) year period, as approved by the Oklahoma City Water Utilities Trust, with a total maximum term of six (6) years.

The Bidder’s performance will be evaluated on an ongoing basis during the duration of this contract. Based on these evaluations, the OCWUT's General Manager and/or appointed designee will determine if any problems exist. The following criteria will be applied in the contract evaluation performance process:

- The ability, capacity, and skills utilized by the contracted Bidder in the performance of the contract and providing the services required;
- Whether the contracted Bidder performed the requirements of the contract in providing the service promptly, or within the time specified, without delay or interference;
- The quality, availability and adaptability of the supplies, materials, and repair parts furnished to the particular use required;

The Contracting Entity reserves the right to apply Contract Cancellation/Order of Precedence in the event of Bidder's inability to perform the requirements of the contract.

### **CONTRACT CANCELLATION/ORDER OF PRECEDENCE**

The Contracting Entity reserves the right to cancel this contract with 30 days written notice to said Bidder in the event of the contracted Bidder’s inability to satisfactory perform the requirements of the contract.

In the event of an inconsistency between provisions of this Pricing Agreement/Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Pricing Agreement/Contract articles, (ii) Bid Specifications, (iii) Notice to Bidders, (iv) General Instructions and Requirements for Bidders, (v) other requirements provided by the Contracting Entity in the bid packet, then (vi) attachments, notes, and exceptions by Bidder.

### **CONTRACT RENEWAL OPTION**

Should the Contracting Entity desire to renew the Pricing Agreement/Contract, a written preliminary notice will be furnished to the Bidder prior to the expiration date of the Pricing

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## **OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT SERVICES**

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Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)

Upon receipt of the Contracting Entity's preliminary notice, the Bidder shall, if desired, submit a written agreement to continue Pricing Agreement/Contract performance for an additional three (3) year period.

Should the Contracting Entity exercise this option for renewal, the Pricing Agreement/Contract as renewed shall be deemed to include this option provision except that the total duration of this Pricing Agreement/Contract, including any renewals, shall not exceed six (6) years without approval of the Contracting Entity.

In all cases Pricing Agreement/Contract renewals must be approved by the Contracting Entity.

### **INSPECTION AND ACCEPTANCE AT WORK SITE**

Final inspection and acceptance shall be at destination. Acceptance will occur after the goods or results of the services have been inspected and when determined by designated competent staff to have met the bid specifications. Delivery does not constitute acceptance. Although source inspection by the Contracting Entity is not anticipated under this Pricing Agreement/Contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections when it deems to be appropriate.

### **ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE)**

The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.

The Bidder agrees to furnish all quantities ordered by the Contracting Entity during the Pricing Agreement/Contract period.

The Contracting Entity agrees to place orders with the Bidder for all its requirements for those items shown in the price schedule, as awarded, except as follows:

- a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
- b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
- c. Quantities of items where federal funds are involved, and other action is warranted for federal regulatory compliance purposes.
- d. Quantities of items awarded under specific and separate pricing agreements/contracts.
- e. Quantities of items which otherwise are determined to be outside the general scope and intent of this Pricing Agreement/Contract.

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If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.

There is no obligation to purchase any items from this Pricing Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.

The Contracting Entity may request Bidder provide quantity discounts when making larger purchases. Quantity discounts will be requested from all Bidders when multiple Pricing Agreements/Contracts are awarded.

### **PAYMENT METHODS**

The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the Pricing Agreement/Contract period.

The Contracting Entity shall not be held liable for any damages sustained by any Bidder for delivery of goods or services awarded by Pricing Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

### **PAYMENT/INVOICE**

Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.

**FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to the Oklahoma City Water Utilities Trust, Attn: Finance Operations, 420 West Main, Suite 500, Oklahoma City, OK 73102. In addition, invoices and payment correspondence may be emailed to [ww-finance-payables@okc.gov](mailto:ww-finance-payables@okc.gov). Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all.

**FOR ORDERS PLACED BY PURCHASING CARD:** Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated. City and/or Trust employees are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be

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completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price is expected to cover any fees a Bidder may incur.

Invoices must contain the following information:

- a. Bidder's name and address
- b. Ship to address (department name)
- c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
- d. Itemization of each item purchased to include:
  - (1) description/stock number
  - (2) unit price
  - (3) quantity
  - (4) unit of issue (each, box, dozen, pound, etc.)
  - (5) total price
- e. Total amount of invoice
- f. Date of delivery

\*Invoices should not reflect any outstanding backorders.

### **COST ADJUSTMENT TERMS**

Prices shall remain firm throughout the first twelve months of contract period. After one year, a Bidder may request a price increase of a particular item(s), if the Bidder shows satisfactory proof to the Contracting Entity that a price increase is justified and is beyond the scope of the Bidder's control. The new contract prices shall not become effective until ten (10) working days after receipt of written notice by the Contracting Entity and approval by the General Manager of OCWUT or designee. The Bidder may request one price increase per year.

In the price change notice, the Bidder is required to itemize the cost components of each item including the proposed increased freight charge(s).

### **PRICE LIST INCREASES**

Price list increases shall not be retroactive and will not be honored without proper notification to the Contracting Entity.

Valid written notice consists of the following:

- Letter requesting price increase(s) must be submitted on your company letterhead
- Signed by an officer or someone authorized to execute contracts on company's behalf
- Reference the assigned contract number
- Reference the Contracting Entity's bid number (OCWUT 12-23)
- Reference the title of the contract (e.g., Driveway, Sidewalk, and Mailbox Replacement Services)
- Must be submitted to: The City of Oklahoma City, Utilities Department, Supplies and Services Contracting Section, 420 W. Main Street, Ste. 500, Oklahoma City, OK 73102 or email to [ww-procurement@okc.gov](mailto:ww-procurement@okc.gov).

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### GENERAL PROVISIONS

The following documents are attached or by this reference incorporated as a part of this Pricing Agreement/Contract:

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. General Instructions and Requirements for Bidders
- c. Oklahoma Open Records Act and Confidential Information
- d. Anti/Non-collusion Affidavit
- e. Supplier Contract Information
- f. Vendor Registration
- g. W-9
- h. Exhibit A – Samples of Bonds Required
- i. Special Provisions
- j. Technical Specifications
- k. Bid Form A – References (3)

### SAFETY DATA SHEETS

Any Bidder supplying good or materials to the Contracting Entity that require Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- Submitted as part of the proposal document
- Submitted prior to Agreement/Contract award
- Submitted with the product invoice
- Submitted at the request of the Contracting Entity

In all instances, the Bidder shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state, and federal laws providing for identification of materials transported to the Contracting Entity. The appropriate proposal number, Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found on-line at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division  
420 W. Main Street, Suite 630  
Oklahoma City, Oklahoma 73102  
(405) 297-3891

### WARRANTY

The Bidder warrants that at the time of delivery, all items furnished under this Pricing Agreement/Contract will be free from defects in material or workmanship and will conform to the specification and all other requirement of this Pricing Agreement/Contract. All Bidders will

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furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.

As to any item, which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense or require equitable adjustment in the Pricing Agreement/Contract price. This warranty shall be in addition to any other rights of the Contracting Entity. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

### INSURANCE REQUIREMENTS

The following insurance requirements are applicable and must be obtained prior to contract award if the bid submitted includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity.

#### **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:**

The Bidder shall carry Worker's Compensation Insurance in amounts as prescribed by the laws of the State of Oklahoma.

**GENERAL LIABILITY INSURANCE:** The Bidder shall carry a general liability insurance policy to protect the Bidder and any the Contracting Entity as Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Bidder under the Agreement, whether such activities, omissions, and operations be by the Bidder, its subcontractor, or by anyone employed by or acting for the benefit of the Bidder in conjunction with this Agreement. The general liability policy shall have, at a minimum, the following coverage amounts:

**Property Damage Liability** - Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.

**All Other Liability** - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.

**General Aggregate Limit**- In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single act, occurrence or accident.

**AUTOMOBILE LIABILITY INSURANCE** – The Bidder shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the

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ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and equipment when said vehicles or equipment is utilized to meet the requirements of this contract.

The insurance policies required herein shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to Contracting Entity. Upon request, the Contracting Entity shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements. All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims made” form, the Bidder shall also provide tail coverage that extends a minimum of two years from the expiration of the Pricing Agreement/Contract. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding \$25,000. Bidder or Bidder’s insurance company must provide Contracting Entity at least thirty (30) days’ prior written notice of any cancellation or material coverage change in their policies. **The Contracting Entity shall be listed as a Certificate Holder. This Pricing Agreement/Contract requires that Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured on the Bidder’s insurance policies, except Worker’s Compensation and Employer’s Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured. Any blanket additional insured endorsement which limits coverages to any Contracting Entity is not compliant with this Pricing Agreement/Contract and shall be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity’s additional insured status prior to contract award. The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.”**

Unless otherwise approved by the Contracting Entity prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Bidder’s self-insured retention.

### **MAINTENANCE BOND**

The bidder shall, at its own cost, provide a maintenance bond for two years. No payment shall be issued until the required bond and claim form have been obtained by the Vendor and approved by the Contracting Entity. The bond is generally described as follows:

Maintenance Bond, which guarantees the maintenance in good condition of the workmanship and materials and the operation of the project as intended in the Bidding Documents for a specified period after the completion and acceptance of the project by the Contracting Entity. The term of the Maintenance Bond is provided in the Special Provisions of the Bidding Documents. The Maintenance Bond will be in the amount equal to one hundred percent (100%) of the invoiced amount for all jobs and **shall be submitted along with the claim form when submitted for remittance.** The Maintenance Bond shall be made in favor of the Contracting Entity.

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The cost of obtaining this bond shall be included in the amount of the services bid. The Maintenance Bond must be in a form as shown in “Exhibit A”.

### PERFORMANCE BOND

The bidder shall, at its own cost, provide a performance bond. No payment will be issued until the required performance bond and claim form have been obtained by the Vendor and approved by the Contracting Entity. The annual performance bond must be in a form as shown in “Exhibit A” in the amount equal to the total amount of the award and must be submitted to the Contracting Entity following award. The Performance Bond must be made in favor of the Contracting Entity.

The annual performance bond is generally described as follows: A Performance Bond, which is issued by a bank or insurance company authorized by the State of Oklahoma, is a written guaranty from a bank or insurance company guaranteeing the Contractor’s full and faithful execution of the Project and performance of the Contract in accordance with the Contract, and any Change Order or Amendment to the Contract, and provide for the protection of the Awarding Public Agency and all property owners against any damage by reason of acts or omissions of the Contractor or the improper execution of the Project or the use of inferior materials.

The cost of obtaining this performance bond will be included in the amount of the services bid.

### PAYMENT BOND

The bidder shall, at its own cost, provide a payment bond (statutory bond). No payment will be issued until the required payment bond and claim form have been obtained by the Vendor and approved by the Contracting Entity. The annual payment bond must be in a form as shown in “Exhibit A”.

A properly executed Statutory Bond (Payment Bond) on the form provided in the bidding documents must be submitted with the Contract. The Statutory Bond shall provide that the Contractor will make payment for all labor, materials, and equipment used in the construction of the Project. The Statutory Bond shall be made in favor of the Contracting Entity and subcontractors, and all suppliers of labor, material, rented machinery or equipment, and repair of and parts for equipment used or consumed in the performance of the Contract.

### SALES TAX

1. The Contractor will be responsible for and bear the cost of all applicable sales and use taxes and other applicable local, state, or federal taxes pertaining to this Project. Applicable taxes will be deemed a cost the Contractor has included in its Bid and Contract Price (Lump Sum Price and Unit Prices) and by extension of such Unit Prices in any subsequently issued Amendment. Similarly, the Contractor must include any applicable taxes in any Change Order. Neither the City nor any participating Trust will be liable for any change in taxes or any new or additional taxes; such taxes will be and are a

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risk and liability of the Bidder or Contractor included in its Bid and Contract Price and any such change in or new or additional tax will not be paid or reimbursed by the City or Trust.

2. Oklahoma sales and use tax exemptions are not available to Contractors on Trust Projects. However, Oklahoma sales and use tax exemptions may be available to the Trust for direct purchases made by the Trust. The Trust will only make direct purchases related to a Project as specifically and expressly stated in a Special Provision.
3. Oklahoma sales and use tax exemptions may be available to Contractors on City Projects. Contractor may pursue any available tax exemption at its own risk. The Contractor is solely responsible for interpreting and determining the applicability and availability of these exemptions. The Contractor should consult private legal counsel to determine whether purchases are exempt from applicable taxes. The Contractor is solely responsible for obtaining all documents and for complying with all regulations and procedures applicable to its use of these exemptions. The City's tax exemption information is available through the City website and at: <http://okcweb/documents/files/W9-2008.PDF>; however, by providing such information the City neither warrants the applicability or availability of any tax exemption nor does it waive or modify the provisions in Section 1 above.

### BRAND NAMES/EXAMPLES

Any brand names are used for comparative purposes only. Slight variations from the measurements and sizes given that do not compromise the requirements of the bid specifications will be considered.

### ADDENDA

It is the Bidder's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Bidder's bid will not be accepted if all addenda have not been acknowledged by the Bidder through the electronic bidding system. If you are set up for electronic notifications through the electronic bidding system, you should receive a notification by e-mail when addenda are issued.

### RIGHT TO ACCEPT OR REJECT AND WAIVING OF FORMALITIES

The Contracting Entity reserves the right to reject any or all bids, to waive certain formalities, or to award the contract to the lowest and best Bidder depending upon the selection criteria.

### WHOLE AGREEMENT

It is expressly agreed by and between the parties hereto that the provisions embodied in the Request for Bid contain all covenants, agreements, obligations, rights, duties, and stipulations agreed upon by the parties hereto upon the execution hereof. No statements or representations, oral or written, not incorporated herein shall be considered to be a part of the Agreement.

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### **INDEPENDENT BIDDER**

Bidder is, and shall remain at all times, an independent Bidder with respect to activities and conduct while engaged in the performance of services for the Contracting Entity under this contract. It is expressly understood and agreed by the parties that Bidder shall perform all work and services described herein as an independent Bidder and not as an officer, agent, servant, or employee of Contracting Entity or the City of Oklahoma City; that Bidder shall have exclusive control of and the exclusive right to control the details of the work and services performed hereunder and all persons performing the same; that Bidder shall be solely responsible for the acts and omissions of its officers, agents, employees, and Bidders, if any; and that nothing herein shall be construed as creating a partnership or joint venture between the Contracting Entity, Oklahoma City and the Bidder.

### **INDEMNITY REQUIREMENTS**

The Bidder assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save Contracting Entity harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Bidder's operations and transportation of the Contracting Entity's equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

### **CLARIFICATION**

Any explanation, clarification, or interpretation desired by a Bidder regarding any part of the solicitation must be requested in writing with sufficient time allowed for a written addendum to reach each Bidder before the submission of their bid. Interpretations, corrections, or changes to the solicitation made in any other manner are not binding upon the Contracting Entity, and Bidders shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the pricing agreement are not binding.

Technical questions are to be addressed through the electronic bidding system and the Buyer will respond electronically and issue addenda, if necessary.

These specifications constitute a vital part of the Bidder's bid proposal. The proposed bid must be submitted on these specifications and include any addenda. Failure to do so will result in a recommendation of bid rejection.

### **UNDUE INFLUENCE**

Upon advertising this solicitation, no officer, employee, agent, or representative of the Bidder shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e., Trust Officer, City Council member, City staff, etc.) either directly or indirectly through others in which the Bidder seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

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Contacts by the Bidder with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Bidder's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Bidder
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.

### **SUBCONTRACTING**

No sub-contracting services shall be performed under this pricing agreement unless the successful bidder receives written approval from the ordering department. Sub-contracting work performed without prior written approval from the ordering department's authorized representative shall constitute an unauthorized purchase.

The successful bidder must submit to the Contracting Entity an itemized invoice for materials and labor from the sub-contractor for work performed, in order to constitute an authorized claim for payment. The vendor's direct costs must be shown on the invoice for all repair and/or replacement part item(s).

### **BID AWARD**

The Contracting Entity reserves the right to award this contract by line item, by group of items, or all items of the bid; to reject any or all bids in whole or in part, if it is in the best interest of the Contracting Entity. "All or none" type bids will be considered only when it is deemed by the Contracting Entity to be in its best interest.

The Contracting Entity may choose to award contract(s) of a particular item or group of items to one or more Bidders. Generally, the Bidder(s) will be identified as Primary or Secondary Bidders for the items or group of items based on the lowest and best bids(s) for those items or groups of items. From time to time, the Contracting Entity will make a multiple award of a particular item or group of items due to the uniqueness of products or services available based on received bids and the needs of the Contracting Entity.

In the event all bid(s) received for a single item or groups of items exceed the stated delivery requirements, the Contracting Entity reserves the right to consider the bids. In the event of similar/identical bids per line item or group of items, the award may be based on shortest delivery as per response from the Bidder's delivery schedule sheet.

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Normally, the Contracting Entity will endeavor to procure the materials and/or services only from the Primary Bidder. If for any reason(s) the Primary Bidder is unable to meet the requirements for the materials and/or services within the contracted period, or in emergency situations, unable to meet the critical needs as required, the Contracting Entity may procure such materials and/or services from the Secondary Bidder in that order, to meet its critical requirements.

### AWARD METHODOLOGY

The Contracting Entity reserves the right to: award by item, groups of items, or all items of the bid; to reject any or all bids in whole or in part; and waive technical defects, irregularities and/or omissions.

### REFERENCES

The Bidder shall have been in the driveway, sidewalk, or mailbox replacement services business handling municipal and/or commercial accounts for at least three (3) years prior to submission of its bid and shall have experience in providing landscaping service to organizations comparable in population to The City of Oklahoma City.

All references shall pertain to actual customers of the Bidder for three years or more. All references will be treated as the Bidder's confidential business information. Previous work for the Contract Entity may be used as references. Complete each item for all (3) three references using the REFERENCE FORM. Additional references may be supplied by Bidder. The Contracting Entity reserves the right to contact the references listed and ask questions relating to the requested services and your firm's performance. Bidders shall ensure the reference information provided is accurate.

### SPECIAL PROVISIONS

These special provisions are included in and are part of the bidding documents for this project.

1. Standard Specifications for the Construction of Public Improvements. The City of Oklahoma City's "Standard Specifications for the Construction of Public Improvements", as amended, shall govern all aspects of bidding for and construction for the driveway, sidewalk, and mailbox replacement services. Exceptions to the "Standard Specifications" will be set forth in the Special Provisions section of the bid. The Special Provisions shall prevail over any conflicting statement in the "Standard Specifications". The Standard Specifications are available for review at [www.okc.gov](http://www.okc.gov) or purchase in the Development Center, 8<sup>th</sup> Floor, 420 W. Main Street, Oklahoma City, Oklahoma 73102.

In addition to the City of Oklahoma City, some work shall be required in The City of the Village and The City of Warr Acres. All work related to paving construction in these Cities shall comply

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to the Standard Specification, Regulations, or City Code for the Municipality with which the work is located.

The Contractor shall obtain and pay fees and costs for all permits required by The City of Oklahoma City, The City of the Village, or The City of Warr Acres.

2. Prequalification Requirements. For this project, Contractor must be Prequalified as listed by the Prequalification Review Board under the provisions of Ordinance No. 26,614 approved by City Council. The Prequalification areas acceptable for this project are as follows: Prequalified in the area of **“Paving Contractor “C”**”.

The Contractor must obtain all permits required by the City of Oklahoma City, State, and federal regulations and laws.

3. Nondiscrimination. Neither the Contractor nor any subcontractors employed on this project may discriminate against any employee or applicant for employment because of race, religion, creed, sex, color, national origin, ancestry, age or disability as defined by the Americans with Disabilities Act. A Certification of Nondiscrimination must be properly signed and submitted with the Contract. The requirements of the Certificate must be included in any subcontracts connected with the performance of the Contract. The Contract may be canceled by the Trust for noncompliance with the provisions of the Certificate and the Contractor may be declared to be ineligible for further contracts until satisfactory proof of intent to comply shall be made by the Contractor and/or any subcontractors.

The “Notice of Equal Employment Opportunity” poster must be exhibited in a central and public location at the place of business by the Contractor and each subcontractor while the Contractor and any subcontractors are performing work on the project.

4. Permits or Licenses. The Contractor must, at his own cost, secure all permits and licenses and pay all fees required by City of Oklahoma City Ordinance or State Statute and give all notices necessary and incidental to the lawful prosecution of the work.

5. Laws to be Observed. The Contractor shall at all times observe and comply with all Federal and State laws and regulations and all City of Oklahoma City Ordinances, Codes and regulations which in any manner affect the conduct of the work and shall observe and shall comply with all orders and decrees which exist at the present or which may be enacted later, of bodies or tribunals having jurisdiction or authority over the work and no plea of misunderstanding or ignorance thereof will be considered.

6. Safety. Contractor shall establish and implement safety measures, policies and standards conforming to those required or recommended by governmental and quasi-governmental authorities including, but not limited to, the requirements of the United States Occupational Safety and Health Act.

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7. Amendments and Change Orders. The provisions of the Contract may be amended or changed only by an amendment, or a change order approved by the Trust. As used herein, the terms "amendment" and "change order" shall have the following meanings.

“Amendment” shall mean a modification to a construction contract which was Bid on a unit price basis, and which modifies the quantity of an item or items based on the unit price stated in the Bid. No amendment shall be effective until it has been approved by the Trust. (Amendments are not subject to the percent of contract cost limits set in the Oklahoma Competitive Bidding Act, 61 O.S. (2011) Section 121.)

“Change Order” shall mean a modification of a lump sum contract, or a contract Bid on a unit price basis where a unit price has not been established for a particular item or items of work. The change order may authorize an addition, deletion or revision in the work or an adjustment of the contract price or the contract time. However, the cumulative amount of change orders shall not exceed the limit established by State law. No change order shall become effective until it has first been approved by the Trust.

8. Contractor's Responsibility for the Work. Until formal written acceptance by the Trust, the work shall be under the charge and care of the Contractor. The Contractor shall take every necessary precaution to prevent injury or damage to the work or any part thereof by the action of the elements or any other cause whatsoever, whether arising from the execution or non-execution of the work. The Contractor shall at his own expense rebuild, repair, restore, and make good all injuries or damage to any portion of the work occasioned by any of the forgoing causes before formal acceptance of the work by the Trust.

9. Inspection. The General Manager or designee shall at all times have access to the work. Contractor will provide proper and safe access for inspection. The Trust may maintain inspectors on the job site for the purpose of inspecting materials, workmanship and conditions of work and equipment. Contractor shall notify the Trust’s Inspector twenty-four (24) hours prior to commencement of work and at any other times required in the Special Provisions.

In addition to the above inspections, the Contractor shall provide proper and safe access for all inspections required by City of Oklahoma City Ordinances and Technical Codes and any other inspections required by Federal or State laws or regulations.

It is the Contractor's responsibility to arrange for and have conducted any and all inspections required by the City of Oklahoma City’s Building, Plumbing, Electrical, Mechanical, Fire, and Zoning Codes and to comply with all the provisions of said Codes.

10. Testing. The General Manager or designee will provide a test schedule for the work and shall designate which samples must be taken or tests be conducted, and which must be taken or conducted in the presence of an inspector. The General Manager or designee may require such additional tests as he deems necessary to the proper construction of the project. All tests will be made in accordance with the appropriate specifications. The Contractor shall provide such

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facilities as the General Manager or designee may require for collecting and forwarding samples. All tests shall be made at a laboratory designated by the Trust and at the expense of the Trust.

11. Closing a Street. Streets or lanes of streets in the construction zone may be closed only upon the prior approval of the General Manager or his designee. Should a street closing be approved, the Contractor is responsible for notifying the following at least 24 hours in advance of the closing.

Department	Contact Information
Inspection Services	Construction Inspections (405) 297-2948
Traffic Engineer	<a href="https://okc.gov/access">https://okc.gov/access</a> Register in advance for online work zone permits.
Police Support Services	Special Events (405) 297-1144
Fire Department Administration	(405) 297-3314
Emergency Operations Center	Office of Emergency Management (405) 605-8200

12. Detours. The General Manager or his designee shall first approve all detour routes while streets are closed during construction. The Contractor must sign and maintain all detour routes and the signs and devices must be in conformance with the requirements of the "Manual on Uniform Traffic Devices."

13. Barricades and Warning Signs. Where work is carried on in, or adjacent to, any street, alley or public place, the Contractor shall, at his own expense, furnish, erect, and maintain such barricades, fences, lights, warning signs and danger signals and shall provide such watchmen and take such other precautionary measures for the protection of persons or property and of the work as may be necessary. In addition, enough barricades shall be erected to keep pedestrians and vehicles from entering on or into any work zone(s). From sunset to sunrise, the Contractor shall furnish and maintain at least one light on each barricade. All devices shall be in conformance with the "Manual on Uniform Traffic Devices." The Contractor shall provide an "after hours" phone number to the City's Emergency Operations Center and to the Field Services Division to be used for notification to the Contractor of the need to repair signs, barricades or other warning or control devices. Failure to comply with these requirements may result in the issuance of a Stop Work Order to remain in effect until the deficiencies are corrected. The issuance of a Stop Work Order shall not act to defer or suspend the counting of the working business days for the project.

14. Final Clean Up. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall clean and remove from the site of the work surplus and discarded materials, temporary structures, barricades and other warning devices, stumps and portions of trees and debris of any kind. The Contractor shall leave the site or the work in a neat and orderly condition. Waste materials removed from the site of the work shall be disposed of at locations satisfactory to the General Manager or designee and which are in compliance with Federal, State and City of Oklahoma City requirements.

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## OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT SERVICES

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15. Construction Schedule. The Contractor shall perform the construction scheduling and phasing/sequencing required to perform the work as indicated in the Technical Specifications.

16. Small and Disadvantaged Local Business Subcontracting Program. The City of Oklahoma City has adopted a program to encourage and promote the use of small and disadvantaged local businesses as subcontractors on public construction contracts as set forth in the Oklahoma Public Competitive Bidding Act. The successful Bidder awarded a public improvement contract by the Trust must provide the Trust a small and disadvantaged local business subcontracting plan setting forth the Contractor's efforts and strategies to provide and extend opportunities for small and disadvantaged local business participation in the performance of subcontracts on Trust projects. The plan must set forth the Contractor's outreach efforts and internal efforts. The Contractor must create and maintain records demonstrating its efforts and the success of its efforts. The Contractor must provide a report on the progress and success of its small and disadvantaged local business subcontracting plan to the General Manager as a condition precedent to final payment and release of retainage. The project will neither be deemed substantially complete nor be accepted for final payment until the Contractor submits a report on the progress and success of its small and disadvantaged local business subcontracting plan. Provided, however, on emergency projects, the public construction contractor may be permitted to submit its small and disadvantaged local business subcontracting plan after the issuance of the notice to proceed.

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## OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT SERVICES

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### TECHNICAL SPECIFICATIONS

These Technical Specifications are included in and are part of the bidding documents for this project.

1. General. It is the intent of these specifications to provide for the necessary restoration work following waterline and watermain replacement services performed by the line maintenance division. It is estimated that line maintenance responds to 4,500 line replacements/repairs per year. The Contractor is responsible for backfilling behind forms to make it ready for sod installation.
2. Materials.
  - a. All materials must meet the requirements of the Standard Specifications and must be approved by the City Engineer prior to commencing work.
  - b. Portland cement concrete materials for drives, sidewalks, and areas in paving, except areas specified as fast-track patching or 6-inch paving, shall be H.E.S. concrete – meeting the requirements of Sections 306 of the Standard Specifications.
  - c. The type of material to be considered for undercut is crushed rock aggregate described as “1.5” crusher run and shall conform to Section 932.06 of the Standard Specifications.
  - d. Washed River sand shall conform to Section 932.05 of the Standard Specifications.
3. Scope of Work. OCWUT currently has a need for driveway, sidewalk, and mailbox replacement services, or other similar types of restoration following the Utilities Department’s Line Maintenance repair services at various locations throughout the City of Oklahoma City. When these repairs are completed, OCWUT is responsible to restore the area back to its pre-repair state.

The contractor shall furnish all labor, equipment, barricades, and materials necessary to perform the necessary driveway, sidewalk, and mailbox replacement restoration services. The contractor is required to backfill behind forms to make the area ready for sod installation. Individual areas to be repaired will be designated by the Line Maintenance Superintendent or designee and either work orders or a purchase order will be approved prior to the initiation of work at each location.

- A. Driveways. This will be replaced using 6” Portland Cement concrete with 2” sand cushion as shown on the standard details. Vendors shall provide pricing per square yard in the pricing section of the bid.

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## OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT SERVICES

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- B. Sidewalks. This will be replaced using 4” Portland Cement concrete with 2” sand cushion as shown on the standard details. Vendors shall provide pricing per square yard in the pricing section of the bid.
- C. Mailboxes. Mailboxes shall be restored back to their original state. Mailboxes may be temporary or permanent, and include brick, wood, or iron. Vendors shall provide pricing for each in the pricing section of the bid.

### Process and Procedures

Once a service line break is identified, the Utilities Department Line Maintenance Division begins its process to restore the service by repairing or replacing the line. This service repair sometimes causes customer’s property to be damaged and/or temporarily distressed. OCWUT will restore private property following the service repairs per the services requested in the RFB.

The process the awarded vendor shall be a part of during the contract period is outlined below. The awarded vendor must participate in each task where necessary and complete each task in the required timeframe.

- 1) The awarded vendor will be notified by the Line Maintenance Division following completion of the repair/replacement work by receiving a work order/purchase order.
- 2) Each Work Order or PO will detail the restoration services required and include location, maps, and other information regarding the site. On occasion a site damage evaluation may be required.
- 3) The awarded vendor shall be responsible for contacting the customer within 3 business days following receipt of each work order/purchase order from the Line Maintenance Division to notify the customer when restoration services are to begin.
- 4) The awarded vendor must complete all work at each site within 30 business days from receipt of the work order/purchase order.
- 5) Once the awarded vendor has notified Line Maintenance that the restoration service is completed, an Inspector from Line Maintenance will inspect the work. Payments will then be processed for completed work. Line Maintenance will notify the awarded vendor of any service deficiencies to be remedied within 3 business days of inspection. The awarded vendor must remedy noted service deficiencies within 3 business days of notification.
- 6) Claim/Invoice must contain the voucher number and the Work Order/PO number to be processed.

### Completion of work timeframe

#### General – Prosecution of Work

The awarded Contractor shall complete each work order within 30 business days after beginning restoration services. As directed by the Line Maintenance Superintendent or designee, the awarded contractor shall furnish a tentative schedule for each Work Order the procedure proposed giving

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## OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT SERVICES

dates the contractor expects to start and to complete separate portions of the work. The awarded Contractor shall conduct his work as to create a minimum amount of inconvenience to the public.

### **Day's Work and Working Hours**

Work shall be done only during regular and commonly accepted and prescribed working hours. No work shall be done nights, Saturdays, Sundays, or regular holidays unless a special order or Permit is given. Eight (8) hours shall constitute a day's Work and the awarded Contractor shall observe all State laws and City ordinances governing the hours or Work.

### **Time of Commencement and Completion**

The awarded Contractor shall perform the Work within the time specified on each work order or purchase order and the rate of progress shall be such that the whole Work will be performed, and the premises cleaned up in accordance with the PSA, work orders or purchases orders within the time limit, where such time limit is stated unless an extension of time be made by the Line Maintenance Superintendent or designee.

### **Extension of Time of Completion**

The awarded Contractor shall be entitled to an extension of time, as provided herein only when claims for such extension is submitted to the Line Maintenance Superintendent or designee in writing with seven (7) business days from and after the time when alleged cause of delay occurs. Only when such claim is approved by the Line Maintenance Superintendent or designee. In adjusting the Contract time for the completion of each project, all strikes, lockouts, unusual delays in transportation or any condition over which the awarded Contractor has no control and any suspensions ordered by the Line Maintenance Superintendent or designee for causes not the fault of the awarded Contractor, shall be excluded from the computation of the contract time for completion of the Work. If the satisfactory execution and completion of the Contract should require Work or materials in greater amount or quantities than those set forth in the Contract, then the Contract time shall automatically be increased in the same proportion as the cost of the additional Work contracted for. No allowance shall be made for delays or suspension of the prosecution of Work due to the fault of the awarded Contractor.

### **Failure to Complete Work on Time**

The time of completion is of the essence of the Contract. For each working business day that any work shall remain uncompleted after the time agreed upon in the Bid and the Contract, or as automatically increased by additional work or materials ordered after the Contract is signed, or the increased time granted by the City for the completion of said work, the sum per day given in the following schedule, unless specified otherwise in the Bid or Special Provisions, will be deducted from the monies due the Contractor, not as a penalty but as liquidated damages.

Amount of Contract	Minimum Amount of Liquidated Damages Per Business Day
Less than \$100,000	\$300.00
\$100,000 and less than \$1,000,000	\$400.00

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## OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT SERVICES

\$1,000,000 and over	\$500.00 or up to 0.052% of the contact price per business day
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The sum of money thus deducted for such delay, failure or non-completion is not to be considered as a penalty but should be deemed, taken, and treated as reasonable liquidated damages since it would be impartible and extremely difficult to fix the actual damages.

If work is not completed within 45 days, the work will be assigned to another vendor.

### **Temporary Suspension**

The Line Maintenance Superintendent or designee shall have the authority to suspend the Work wholly or in part for such period or periods as he may deem necessary, due to unsuitable weather or such other conditions as are considered unfavorable for the suitable prosecution of the Work.

If it should become necessary to stop Work for an indefinite period, the awarded Contractor shall store all materials in such manner that they will not obstruct or impede the traveling public unnecessarily nor become damaged in any way and he shall take every precaution to prevent damage or deterioration of the Work performed and shall provide suitable drainage about the Work and erect temporary structures where necessary. The awarded Contractor shall not suspend Work without written authority from the Line Maintenance Superintendent or designee and shall proceed with the Work promptly when notified by the Line Maintenance Superintendent or designee to resume operations.

### **Fee Per Work Order**

A work order will contain one job. A minimum fee of \$1,000 per work order will be established. It is anticipated that the vast majority of work orders will exceed \$1,000. In the event that a work order does not exceed \$1,000 vendors will be allowed to charge the \$1,000 for that particular work order (includes labor, materials, and mobilization).

### **General Manager Authorized to Approve Additional Work**

The provisions of the Contract may be amended or changed only by an amendment, or a change order approved by the Trust. As used herein, the terms “amendment” and “change order” shall have the following meanings:

“Amendment” shall mean a modification to a construction contract which was Bid on a unit price basis, and which modifies the quantity of an item or items based on the unit price stated in the Bid. No amendment shall be effective until it has been approved by the Trust. However, OCWUT’s Contract Administrator, or designee in his discretion, is authorized to revise or modify the Scope of Services, and the Schedule of Pricing on behalf of OCWUT. (Amendments are not subject to the percent of contract cost limits set in the Oklahoma Competitive Bidding Act, 61 O.S. (2011) Section 121.)

“Change Order” shall mean a modification of a lump sum contract, or a contract Bid on a unit price basis where a unit price has not been established for a particular item or items of work. The change order may authorize an addition, deletion or revision in the work or an adjustment of the contract price or the contract time. However, the cumulative amount of change orders shall not exceed the

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**OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT  
SERVICES**

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limit established by State law. The OCWUT General Manager or designated representative is appointed as the authorized representative of OCWUT with authority to process any change request as needed.

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**OCWUT 12-23 DRIVEWAY, SIDEWALK, AND MAILBOX REPLACEMENT  
SERVICES**

**LETTER OF AUTHORIZATION**

**THIS LETTER OF AUTHORIZATION MUST BE COMPLETED AND SIGNED IF THE  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT  
WAS NOT SIGNED BY THE OWNER, A GENERAL PARTNER, OR AN OFFICER OF THE  
CORPORATION**

**THIS DOCUMENT CAN BE UPLOADED ELECTRONICALLY AS AN ATTACHMENT  
TO ONE OF THE LINES ITEMS ON THE ELECTRONIC BID**

City of Oklahoma City or related Public Trust:

This letter authorizes \_\_\_\_\_ to sign the  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and  
all forms related to on behalf of \_\_\_\_\_  
Company Name

Sincerely,

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

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

Title: (must be checked)

- |  |  |
|--|--|
| <input type="checkbox"/> Owner                             | <input type="checkbox"/> Treasurer           |
| <input type="checkbox"/> Chief Executive Officer [CEO]     | <input type="checkbox"/> Corporate Secretary |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President                         | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President                    |  |

**BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS  
DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE  
ELECTRONIC BID SYSTEM**

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**OCWUT 12-23** Driveway, Sidewalk, and Mailbox Replacement Services

**Exhibit "A"**  
**Samples of Required Bonds**

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**PERFORMANCE BOND**  
**Contract No. \_\_\_\_\_**

**KNOW ALL MEN BY THESE PRESENTS:**

That we \_\_\_\_\_, as Contractor,  
and \_\_\_\_\_, as Surety, are severally and  
jointly held and firmly bound unto \_\_\_\_\_, referred to in  
the Bidding Documents and herein as "Awarding Public Agency" in the sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_),  
such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each  
of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns,  
jointly and severally, firmly to the terms of this Bond by these presents.

**WITNESSETH:**

**WHEREAS**, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

**WHEREAS**, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

**WHEREAS**, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if the Contractor shall fully and faithfully execute the work and perform said contract according to its terms, conditions, and covenants, and in exact accordance with the Bidding Documents and the Contract Documents, and according to certain plans and specifications heretofore made, adopted, and placed on file in the Office of the City Clerk of The City of Oklahoma City, and shall promptly pay or cause to be paid, all labor, material, equipment and/or repairs and all labor performed on said work, whether by subcontract or otherwise, and shall protect and save harmless the Awarding Public Agency and The City of Oklahoma City and all interested property owners against all claims, demands, causes of action, losses or damage, and expense to life or property suffered or sustained by any person, firm, or corporation by reason of negligence of the Contractor or his or its agents, servants, or employees in the construction or provision of said work, or by or in consequence of any improper execution of the work or act of

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omission or use of inferior materials by said Contractor, or his or its agents, servants, or employees and shall protect the Awarding Public Agency and The City of Oklahoma City harmless from all suits and claims of infringement or alleged infringement of patent rights or processes, then this obligation shall be void; otherwise, this obligation shall remain in full force and effect.

**IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD** by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

**IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

**ATTEST:**

**Contractor:**

\_\_\_\_\_  
(Secretary-Witness) By: \_\_\_\_\_

As: \_\_\_\_\_

**ATTEST:**

**Surety:**

\_\_\_\_\_  
(Secretary-Witness) By: \_\_\_\_\_  
As: Attorney-in-Fact

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

**APPROVED** by Awarding Public Agency this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**ATTEST:**

**AWARDING PUBLIC AGENCY**

\_\_\_\_\_  
City Clerk / Secretary

\_\_\_\_\_  
MAYOR / CHAIRMAN

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**STATUTORY BOND**

**Contract No.** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That we \_\_\_\_\_, as Contractor,  
and \_\_\_\_\_, as Surety, are severally and  
jointly held and firmly bound unto the State of Oklahoma and the subcontractors, suppliers, and  
materialmen of the Contractor in the sum of  
\_\_\_\_\_ (\$  
\_\_\_\_\_) , such sum being equal to 100% of the Contract price, for the payment of  
sum amount, we, and each of us, bind ourselves, our heirs, executors and assigns, themselves, and  
its successors and assigns, jointly and severally, firmly to the terms of this Bond by these presents.

**WITNESSETH:**

**WHEREAS**, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

**WHEREAS**, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

**WHEREAS**, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if said Contractor shall fail or neglect to pay all indebtedness incurred by said Contractor to its subcontractors, suppliers and materialmen who perform work or provided labor, materials, machinery, supplies and equipment in the performance of the Contract, within thirty (30) calendar days after the same becomes due and payable, the person, entity or corporation entitled thereto may sue and recover on this Bond, the amount so due and unpaid up to the amount of this Bond. Upon payments of all indebtedness due said subcontractors, suppliers and materialmen on this Project, this Bond shall become fully satisfied.

**IT IS FURTHER EXPRESSLY AGREED AND UNDERSTOOD** by the parties hereto that no changes or alterations in said Contract and no deviations from the Bidding Documents and the Contract shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

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**IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents to be executed by its attorney-in-fact duly authorized so to do.

**ATTEST:**

**Contractor:**

\_\_\_\_\_  
(Secretary-Witness) By: \_\_\_\_\_  
As: \_\_\_\_\_

**ATTEST:**

**Surety:**

\_\_\_\_\_  
(Secretary-Witness) By: \_\_\_\_\_  
As: Attorney-in-Fact

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

**APPROVED** by Awarding Public Agency this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

**ATTEST:**

**AWARDING PUBLIC AGENCY**

\_\_\_\_\_  
City Clerk / Secretary

\_\_\_\_\_  
MAYOR / CHAIRMAN

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**MAINTENANCE BOND**  
**Contract No.** \_\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That we \_\_\_\_\_, as Contractor,  
and \_\_\_\_\_, as Surety, are severally and jointly held and firmly  
bound unto \_\_\_\_\_, referred to in the Bidding Documents and herein  
as “Awarding Public Agency” in the sum of  
\_\_\_\_\_ (\$ \_\_\_\_\_),  
such sum being equal to 100% of the Contract price, for the payment of sum amount, we, and each  
of us, bind ourselves, our heirs, executors and assigns, themselves, and its successors and assigns,  
jointly and severally, firmly to the terms of this Bond by these presents.

**WITNESSETH:**

**WHEREAS**, the Awarding Public Agency has caused to be prepared certain Bidding Documents; has caused Notice to Bidders; and has received bids for the above Project; and,

**WHEREAS**, Contractor, in response to said Notice to Bidders, has submitted to Awarding Public Agency a bid; in accordance with the Bidding Documents; and

**WHEREAS**, the Awarding Public Agency has determined Contractor to be the lowest responsible bidder and has awarded, as stated by the Awarding Public Agency, this Contract for this Project, which Contract is hereby made a part and parcel of this Bond as if literally written herein.

**NOW, THEREFORE**, if said Contractor shall pay or cause to be paid to the Awarding Public Agency all damage, loss, and expense which may result by reason of failed or defective materials and/or workmanship in connection with said work occurring within a period of \_\_\_\_\_ ( \_\_\_\_ ) year(s) from and after acceptance of said Project and work by the Awarding Public Agency, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further agreed that if the said Contractor or Surety herein shall fail to maintain said Project and work against any failure due to defective workmanship and/or material for a period of \_\_\_\_\_ ( \_\_\_\_ ) year(s) and at any time repairs shall be necessary that the cost of making said repairs shall be determined by the Awarding Public Agency or its designees to ascertain the same, and if, upon thirty (30) days of notice, the said amount ascertained shall not be paid by the

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Contractor or Surety herein, or if the necessary repairs are not made, the said amount shall become due upon the expiration of thirty (30) days and suit may be maintained to recover the amount so determined in any Court of competent jurisdiction. And that the amount so determined shall be conclusive upon the parties as to the amount due on this Bond for the repair or repairs included therein, and that the cost of all repairs shall be so determined from time to time during the life of this Bond as the condition of the improvements may require.

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

**IN WITNESS WHEREOF**, the said Contractor has caused these presents to be executed in its name by its duly authorized officer, agent or representative; and the said Surety has caused these presents by its attorney-in-fact duly authorized so to do.

**ATTEST:**

**Contractor:**

\_\_\_\_\_  
(Secretary-Witness) By: \_\_\_\_\_

As: \_\_\_\_\_

**ATTEST:**

**Surety:**

\_\_\_\_\_  
(Secretary-Witness) By: \_\_\_\_\_  
As: Attorney-in-Fact

**REVIEWED** for form and legality.

\_\_\_\_\_  
Assistant Municipal Counselor

**APPROVED** by Awarding Public Agency this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**ATTEST:**

**AWARDING PUBLIC AGENCY**

\_\_\_\_\_  
City Clerk / Secretary

\_\_\_\_\_  
MAYOR / CHAIRMAN

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**RFB OCWUT 12-23**

**Driveway, Sidewalk, and Mailbox Replacement Services**

**BID FORM A – REFERENCES**

**Reference No. 1**

<b>Name of Municipality or Organization:</b>	<input type="text"/>
Physical Address (include City, State and Zip Code)	<input type="text"/>
Contact Person and Title	<input type="text"/>
Contact Phone Number	<input type="text"/>
Contact E-mail address	<input type="text"/>
How long has this reference been your customer?	<input type="text"/>
How many projects for this reference? Approximate length of each project?	<input type="text"/>
Describe the type of services provided for this reference.	<input type="text"/>
Provide specific details of a project that you completed.	<input type="text"/>
Do you have a service agreement with this customer? Please describe.	<input type="text"/>
Approximate dollar volume of services annually?	<input type="checkbox"/> Less than \$10,000 per year <input type="checkbox"/> \$10,000 – \$50,000 per year <input type="checkbox"/> Greater than \$50,000 per year

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**RFB OCWUT 12-23**  
**Driveway, Sidewalk, and Mailbox Replacement Services**

**BID FORM A – REFERENCES**

**Reference No. 2**

<b>Name of Municipality or Organization:</b>	<input type="text"/>
Physical Address (include City, State and Zip Code)	<input type="text"/>
Contact Person and Title	<input type="text"/>
Contact Phone Number	<input type="text"/>
Contact E-mail address	<input type="text"/>
How long has this reference been your customer?	<input type="text"/>
How many projects for this reference? Approximate length of each project?	<input type="text"/>
Describe the type of services provided for this reference.	<input type="text"/>
Provide specific details of a project that you completed.	<input type="text"/>
Do you have a service agreement with this customer? Please describe.	<input type="text"/>
Approximate dollar volume of services annually?	<input type="checkbox"/> Less than \$10,000 per year <input type="checkbox"/> \$10,000 – \$50,000 per year <input type="checkbox"/> Greater than \$50,000 per year

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**RFB OCWUT 12-23**  
**Driveway, Sidewalk, and Mailbox Replacement Services**

**BID FORM A – REFERENCES**

**Reference No. 3**

<b>Name of Municipality or Organization:</b>	<input type="text"/>
Physical Address (include City, State and Zip Code)	<input type="text"/>
Contact Person and Title	<input type="text"/>
Contact Phone Number	<input type="text"/>
Contact E-mail address	<input type="text"/>
How long has this reference been your customer?	<input type="text"/>
How many projects for this reference? Approximate length of each project?	<input type="text"/>
Describe the type of services provided for this reference.	<input type="text"/>
Provide specific details of a project that you completed.	<input type="text"/>
Do you have a service agreement with this customer? Please describe.	<input type="text"/>
Approximate dollar volume of services annually?	<input type="checkbox"/> Less than \$10,000 per year <input type="checkbox"/> \$10,000 – \$50,000 per year <input type="checkbox"/> Greater than \$50,000 per year

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OCWUT 12-23 Driveway, Sidewalk, and Mailbox Replacement Services

**ADDENDUM No. 1**

Issued: March 16, 2023  
To: PROSPECTIVE BIDDERS  
From: Rebecca Cavnar, Administrative Specialist *RC*  
Through: Chris Browning, General Manager  
Department: Utilities Department

The above referenced bid was advertised in the Journal Record and released online through Periscope on March 1, 2023. The Oklahoma City Water Utilities Trust (OCWUT) has determined a need to issue an addendum to RFB OCWUT 12-23 to add an additional item to the Pricing Schedule.

**The following item is included in Addendum No. 1:**

Traffic Control: Arterial  
Enter price to safely manage traffic flow when project requires temporary lane closure on an arterial street.

APPROVED

  
Chris Browning, General Manager

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## Question and Answers for Bid #OCWUT 12-23 - Driveway, Sidewalk, and Mailbox Replacement Services

### Overall Bid Questions

#### Question 1

The bid packet is ambiguous regarding sales tax and references tax exemption or no tax exemption in 4 different areas. Is this project sales tax exempt? (Submitted: Mar 2, 2023 7:45:42 AM CST)

#### Answer

- For construction projects awarded by the OCWUT such as RFB 12-23 Driveway, Sidewalk, and Mailbox Replacement Services, the contractor bids a set price for each unit identified on the item response form. OCWUT will pay the construction contractor the bid price for each unit provided by the construction contractor in accordance with the contract. The OCWUT does not evaluate how the construction contractor established its unit prices. The OCWUT awards based upon the total price that was bid. The OCWUT only pays the unit bid price and never pays the unit bid price plus sales taxes. (Answered: Mar 7, 2023 2:43:52 PM CST)

#### Question 2

Will there be a pre-bid meeting for this project? (Submitted: Mar 2, 2023 7:49:08 AM CST)

#### Answer

- No, there is no pre-bid meeting for this RFB. (Answered: Mar 3, 2023 8:14:04 AM CST)

#### Question 3

Without a detailed description of each location, there is no possible way to quantify traffic control per work order as incidental. Will the City entertain adding a line item for residential traffic control and arterial traffic control? (Submitted: Mar 2, 2023 8:06:00 AM CST)

#### Answer

- OCWUT approved Addendum No. 1 for arterial traffic control. See attached document for more details. Enter your price for this service - Item 04-14 Group 4. (Answered: Mar 17, 2023 2:35:37 PM CDT)

#### Question 4

Will line items 7 through 19 on the bid sheet be reworded to better display what the item is intended to cover? Currently all these items read exactly the same. (Submitted: Mar 14, 2023 9:24:20 AM CDT)

#### Answer

- The items on the bid sheet are arranged by group.

Group 1 Driveway (item 01)

Group 2 Sidewalk (item 01)

Group 3 Mailboxes (items 01-04)

Group 4 Curb, Street, Storm Drain, ADA Ramps, and Signal Wires (items 01-13)

Click on the underlined group "Title" and read the more detailed description for each item. (Answered: Mar 14, 2023 1:48:49 PM CDT)

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