

THE CITY OF OKLAHOMA CITY
A Municipal Corporation

PRICING AGREEMENT

APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma City this

10TH day of SEPTEMBER, 2024.

ATTEST:

Amy K. Simpson
CITY CLERK



David Holt
MAYOR

Reviewed for form and legality.

Craig Keith
ASSISTANT MUNICIPAL COUNSELOR

Supplier: **Dolese Bros. 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 **Dolese Bros 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 NA% NA 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

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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.

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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.

Rob Wigington

Type Name of Authorized Agent

Assistant Sales Manager

Title of Authorized Agent

Dolese Bros Co. PO Box 677, Oklahoma City, OK

Company Name and Address

73101

Zip Code

405-297-8314, 405-231-0857

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

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Supplier: Dolese Bros. 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← ←

Type Name of Authorized Agent/Representative	Title
Company Name	
Address	Zip Code
Telephone Number and Fax Number, if any	

TO BE COMPLETED BY THE NOTARY:

State of *)
) SSS
County of *)

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

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

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

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NON-COLLUSION AFFIDAVIT

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.

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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 ← ←

Rob Wigington Concrete Sales Manager
Type Name of Authorized Agent/Representative Title
Signature

Dolese Bros Co
Company Name
8300 N Oklahoma Ave Oklahoma City, OK 73114
Address Zip Code
405-297-8327
Telephone Number and Fax Number, if any

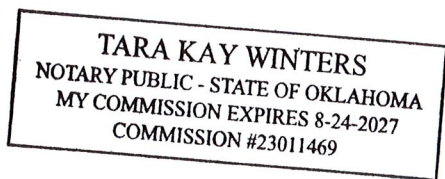
TO BE COMPLETED BY THE NOTARY:

State of * Oklahoma)
County of * Oklahoma) SS.
[*State and County where notarized must be written in for bid/proposal to be considered.]

Signed and sworn to before me on this 13 day of August, 2024 by Rob Wigington
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: 23011469 Tara Winters
[Oklahoma] Type Name of Notary Public
My Commission Expires: 8-24-2027
[Date/Year] Signature of Notary Public

[49 Okla. Stat. 2011 §119]



LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY AUTHORIZED OFFICER ON BEHALF OF THE CONTRACTING ENTITY.

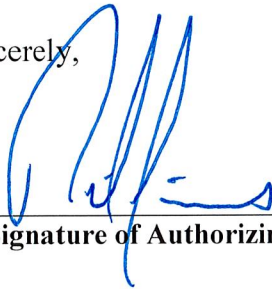
City of Oklahoma City or related Public Trust:

This letter authorizes Rob Wigington to
(PRINTED NAME OF AUTHORIZED AGENT)

sign the attached legally binding document on behalf of Dolese Bros Co
(CONTRACTING ENTITY)

For Submission of bids to the City of Oklahoma City

Sincerely,



Signature of Authorizing Officer

CFO

Printed Title

8-13-2024

Date

Pete Simms

Printed Name of Authorizing Officer

psimms@dolese.com

Email Address of Authorizing Officer

NOTE: If the Contracting Entity is a(n):

Corporation	The authorizing officer must be: President, Vice-President, Chairperson, or Vice-Chairperson
LLC	The authorizing officer must be: Manager, Managing Member, President, or Vice-President
Partnership	The authorizing officer must be: General Partner
Joint Venture	The authorizing officer must be: An Authorized Officer of Each of the Ventures

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/6/2024

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).

PRODUCER License # 100104501 INSURICA 3510 24th Ave NW, Suite 201 Norman, OK 73069	CONTACT NAME: Dee Lyles, ERIS, CISR, CIC PHONE (A/C, No, Ext): (405) 292-6411 FAX (A/C, No): (405) 360-8892 E-MAIL ADDRESS: Dee.Lyles@INSURICA.com
INSURED Dolese Bros. Co. 8300 N. Oklahoma Ave. Oklahoma City, OK 73114	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Casualty Company of America INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		GLSA5H601968	6/1/2024	6/1/2025	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 \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Poll Liability Incl <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY per form CA9948	X		TC2JCAP5H601944	6/1/2024	6/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP2S228786	6/1/2024	6/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWXJUB8P404674	6/1/2024	6/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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)

Bid #25609

Specific Excess Workers Compensation and Employers' Liability for the state of Oklahoma. Own Risk No. 8206 - Oklahoma

Certificate holder is additional insured as respects General Liability, Auto Liability. All Policies include 30 day notice of cancellation.

Additional insured(s) on the listed policies are those required in the contract.

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City and its Trusts
100 N Walker, Suite 200
Oklahoma City, OK 73102

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

Supplier: Dolese Bros. 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: **Dolese Bros Co**

Address: **PO Box 677, Oklahoma City, OK 73101**

Contact Person: **Tara Winters** Email Address: **taraw@dolese.com**

Telephone Number: **405-297-8314** Fax Number: **405-231-0857**

Billing Contact:

Company Name: **Dolese Bros Co**

Address: **PO Box 677, Oklahoma City, OK 73101**

Contact Person: **Tina henson** Email Address: **tinah@dolese.com**

Telephone Number: **405-297-8705** Fax Number: **405-297-8329**

Service Contact:

Company Name: **Dolese Bros Co.**

Address: **PO Box 677, Oklahoma City, OK 73101**

Contact Person: **Trey Adams** Email Address: **tadams@dolese.com**

Telephone Number: **405-426-7454** Fax Number: **405-297-8329**

After Hours Emergency Number(s) **405-568-5313**

After Hours Emergency Number(s) **405-426-7454**

After Hours Emergency Number(s)

After Hours Emergency Number(s) **TaraW@dolese.com**

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Dolese Bros. Co.

Bid Contact **Emily Weaver**
projects@dolese.com
Ph 405-297-8314

Address **20 NW 13TH ST.**
OKLAHOMA CITY, OK 73101

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
25609--01-01	Portland Cement:Item 1 - Cement. Portland, 94 lb. bag				No Bids
25609--01-02	Portland Cement:Item 2 - Cement, POROC General Purpose Patching, 94 lb. bag				No Bids
25609--01-03	Portland Cement:Item 3 - Cement, Patching, Aqua Plug, 94 lb. bag				No Bids
25609--01-04	Portland Cement: Item 4 - Portland Cement Concrete, 2,500 PSI at 28 days	Supplier Product Code:	First Offer - \$149.00	1 / cubic yard	\$149.00 Y
25609--01-05	Portland Cement: Item 5 - Portland Cement Concrete, 2,500 PSI at 28 days -1% calcium chloride add	Supplier Product Code:	First Offer - \$152.50	1 / cubic yard	\$152.50 Y
25609--01-06	Portland Cement: Item 6 - Portland Cement Concrete, 2,500 PSI at 28 days-2% calcium chloride addi	Supplier Product Code:	First Offer - \$156.00	1 / cubic yard	\$156.00 Y
25609--01-07	Portland Cement: Item 7 - Portland Cement Concrete, 2,500 PSI at 28 days -3/8" course aggregate	Supplier Product Code:	First Offer - \$165.00	1 / cubic yard	\$165.00 Y
25609--01-08	Portland Cement: Item 8 - Pump Mix Primer Grout 2,500 PSI at 28 days	Supplier Product Code:	First Offer - \$153.00	1 / cubic yard	\$153.00 Y
25609--01-09	Portland Cement: Item 9 - Portland Cement Concrete, 3,500 PSI at 28 days	Supplier Product Code:	First Offer - \$157.00	1 / cubic yard	\$157.00 Y
25609--01-10	Portland Cement: Item 10 -Portland Cement Concrete, 3,500 PSI at 28 days with 1% calcium	Supplier Product Code:	First Offer - \$160.50	1 / cubic yard	\$160.50 Y
25609--01-11	Portland Cement: Item 11 -Portland Cement Concrete, 3,500 PSI at 28	Supplier Product Code:	First Offer - \$164.00	1 / cubic yard	\$164.00 Y

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days with 2% calcium		Code:				
25609--01-12	Portland Cement: Item 12 -Portland Cement Concrete, 3,500 PSI at 28 days with 3/8" coarse aggrega	Supplier Product Code:	First Offer - \$173.00	1 / cubic yard	\$173.00	Y
25609--01-13	Portland Cement: Item 13 -Pump Mix Primer Grout 3,500 PSI at 28 days	Supplier Product Code:	First Offer - \$161.00	1 / cubic yard	\$161.00	Y
25609--01-14	Portland Cement: Item 14 - Portland Cement Concrete 3,500 PSI at 7 days	Supplier Product Code:	First Offer - \$170.00	1 / cubic yard	\$170.00	Y
25609--01-15	Portland Cement: Item 15 Portland Cement Concrete 3,500 PSI at 7 days with 1% calcium chloride ad	Supplier Product Code:	First Offer - \$173.50	1 / cubic yard	\$173.50	Y
25609--01-16	Portland Cement: Item 16 Portland Cement Concrete 3,500 PSI at 7 days with 2% calcium chloride ad	Supplier Product Code:	First Offer - \$177.00	1 / cubic yard	\$177.00	Y
25609--01-17	Portland Cement: Item 17 - Portland Cement Concrete 4,000 PSI at 28 days with 3/8" coarse aggrega	Supplier Product Code:	First Offer - \$177.00	1 / cubic yard	\$177.00	Y
25609--01-18	Portland Cement: Item 18 -4,000 PSI at 28 days-3/8" coarse aggregate- 1% calcium chloride additive	Supplier Product Code:	First Offer - \$180.50	1 / cubic yard	\$180.50	Y
25609--01-19	Portland Cement: Item 19 -4,000 PSI at 28 days -3/8" coarse aggregate-2% calcium chloride additiv	Supplier Product Code:	First Offer - \$200.00	1 / cubic yard	\$200.00	Y
25609--01-20	Portland Cement:Item 20 -Portland Cement Concrete, 3,500 PSI at 28 days (Dept. of Airports)				No Bids	
25609--01-21	Portland Cement:Item 21 -Portland Cement Concrete, 3,500 PSI at 7 days (Dept. of Airports)				No Bids	
Lot Total					\$2,669.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs	
25609--02-01	Cement, Rapid Setting;Item 22 -Cement, Rapid Setting (94 lb.) 1- 39 bag order				No Bids	
25609--02-02	Cement, Rapid Setting;Item 23 - Cement, Rapid Setting				No Bids	

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(94 lb.) 40 - 119 bag order

25609--02-03	Cement, Rapid Setting:Item 24 - Cement, Rapid Setting (94 lb.) 120 + bag order	No Bids
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Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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25609--03-01	Concrete, One-Component:Item 25 - Concrete, One- Component Chemical Action (50 lb.)1 - 20 bag order	No Bids
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25609--03-02	Concrete, One-Component:Item 26 - Concrete, One- Component Chemical Action (50 lb.) 21 - 40 bag order	No Bids
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25609--03-03	Concrete, One-Component:Item 27- Concrete, One- Component Chemical Action (50 lb.) 41 - 100 bag order	No Bids
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25609--03-04	Concrete, One-Component:Item 28 - Concrete, One- Component Chemical Action (50 lb.) 100 + bag order	No Bids
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Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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25609--04-01	Concrete, Hot Weather:Item 29 Concrete, Hot Weather, One-Component Chemical Action(50 lb.) 1-20 bag or	No Bids
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25609--04-02	Concrete, Hot Weather:Item 30 Concrete, Hot Weather, One-Component Chemical Action (50 lb.) 21-40 bag	No Bids
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25609--04-03	Concrete, Hot Weather:Item 31 Concrete, Hot Weather, One-Component Chemical Action (50 lb.)41-99 bag o	No Bids
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25609--04-04	Concrete, Hot Weather:Item 32-Concrete, Hot Weather, One-Component Chemical Action(50 lb.)100 + bag or	No Bids
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Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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25609--05-01	Curing Compound:Item 33 - Curing Compound, White Pigmented Membrane (5 gal)	No Bids
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25609--05-02	Curing Compound:Item 34 - Curing Compound, White Pigmented Membrane (55 gal)	No Bids
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Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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25609--06-01	Flowable Mortar:Item 35 - Flowable Mortar (Controlled	No Bids
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Density Fill)

Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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25609--07-01	Very Early High Strength:Item 36 -Very Early High Strength Type I (VES-I)				No Bids
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25609--07-02	Very Early High Strength:Item 37 - Very Early High Strength Type III (VES III)				No Bids
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Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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25609--08-01	Rapid setting:Item 38 - Rapid Setting Latex Modified Concrete (RSLMC)				No Bids
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Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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25609--09-01	CLSM:Item 39 - Controlled Low-Strength Material (Flowable Fill)				No Bids
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Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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25609--10-01	Additives:Heated Water To Aid Set Time				No Bids
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25609--10-02	Additives:Retarder to slow hydration process in temps above 95oF				No Bids
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25609--10-03	Additives:Non-Chloride Accelerator - 1%				No Bids
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25609--10-04	Additives:Non-Chloride Accelerator - 2%				No Bids
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25609--10-05	Additives:Coolant or chilled Water to slow set time for temps above 95 degrees F				No Bids
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25609--10-06	Additives:Coolant to 85 degrees				No Bids
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25609--10-07	Additives:2,500 PSI Flowable Fill, CLSM - Up to 5 inch slump				No Bids
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25609--10-08	Additives:3,000 PSI Flowable Fill, CLSM - Up to 5 inch slump				No Bids
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25609--10-09	Additives:3,500 PSI Flowable Fill, CLSM - Up to 5 inch				No Bids
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slump						
25609--10-10	Additives:4,000 PSI Flowable Fill, CLSM - Up to 5 inch slump					No Bids
25609--10-11	Additives:Mid Range WRA - 6 or 7 inch slump					No Bids
25609--10-12	Additives:High Range WRA - 8 or 9 inch slump					No Bids
25609--10-13	Additives:Pump EZ - For small hose pumps					No Bids
25609--10-14	Additives:# 8 3/8 Inch Stone					No Bids
25609--10-15	Additives:# 67 1 Inch Stone					No Bids
25609--10-16	Additives:Untra Finish					No Bids
25609--10-17	Additives:50/50 Mix - Pump 1 or 1.5 inch rock mixes					No Bids
25609--10-18	Additives:Fibers, Monofiliment					No Bids
25609--10-19	Additives:Fibers, Fibrillated					No Bids
25609--10-20	Additives:Fibers, Macro					No Bids
				Lot Total		\$0.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
25609--11-01	Small Load Charge:For Orders Less than 5 Cubic Yards - Delivery Charge					No Bids
25609--11-02	Small Load Charge:For Orders Less than 4.5 Cubic Yards - Delivery Charge					No Bids
25609--11-03	Small Load Charge:For Orders Less than 4 Cubic Yards - Delivery Charge					No Bids
25609--11-04	Small Load Charge:For Orders Less than 3.5 Cubic Yards - Delivery Charge					No Bids
25609--11-05	Small Load Charge:For Orders Less than 3 Cubic Yards - Delivery Charge					No Bids
25609--11-06	Small Load Charge:For Orders Less than 2.5 Cubic Yards - Delivery Charge					No Bids
25609--11-07	Small Load Charge:For Orders Less than 2 Cubic Yards -					No Bids

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Delivery Charge

25609--11-08 Small Load Charge:For Orders Less than 1.5 Cubic Yard - Delivery Charge No Bids

25609--11-09 Small Load Charge:For Orders Less than 1 Cubic Yard - Delivery Charge No Bids

25609--11-10 Small Load Charge:Call Back after Small Load - Delivery Charge No Bids

Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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25609--12-01	Attachments:Bidder's Current W-9				No Bids
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Lot Total \$0.00

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Solicitation 25609

CONCRETE, READY MIXED AND RELATED MATERIALS

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid 25609
CONCRETE, READY MIXED AND RELATED MATERIALS

Bid Number **25609**
Bid Title **CONCRETE, READY MIXED AND RELATED MATERIALS**
Expected Expenditure **\$500,000.00** (This price is expected - not guaranteed)

Bid Start Date **In Held**
Bid End Date **Jul 31, 2024 10:00:00 AM CDT**
Question & Answer End Date **Jul 25, 2024 12:00:00 PM CDT**

Bid Contact **Monica Hardesty**
monica.hardesty@okc.gov

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

Bid Contact **Tammi Frederick**
tammi.frederick@okc.gov

Contract Duration **1 year**
Contract Renewal **2 annual renewals**
Prices Good for **Not Applicable**

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 Expected Expenditure amount of \$500,000 for this commodity is an estimate for a one-year period based on past history and future projections. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such items or quantity 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. See the specification bid packet for more information.**

INTENT: To enter into pricing agreement(s) for ready mixed concrete and related material.
Please do not zip files.

Item Response Form

Item **25609-01-01 - Portland Cement: Item 1 - Cement. Portland, 94 lb. bag**
Lot Description **Portland Cement**
Quantity **1 bag**

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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

Cement, Portland, 94 lb. bag - See specifications for details.

Item **25609-01-02 - Portland Cement: Item 2 - Cement, POROC General Purpose Patching, 94 lb. bag**

Lot Description **Portland Cement**

Quantity **1 bag**

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

Cement, POROC General Purpose Patching, 94 lb. bag - See specifications for details.

Item **25609-01-03 - Portland Cement: Item 3 - Cement, Patching, Aqua Plug, 94 lb. bag**

Lot Description **Portland Cement**

Quantity **1 bag**

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

Cement, Patching, Aqua Plug, 94 lb. bag - See specifications for details.

Item **25609-01-04 - Portland Cement: Item 4 - Portland Cement Concrete, 2,500 PSI at 28 days**

Lot Description **Portland Cement**

Quantity **1 cubic 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

Portland Cement Concrete, 2,500 PSI at 28 days - See specifications for details.

Item **25609-01-05 - Portland Cement: Item 5 - Portland Cement Concrete, 2,500 PSI at 28 days -1% calcium**

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Lot Description	Portland Cement
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Portland Cement Concrete, 2,500 PSI at 28 days with 1% calcium chloride additive* - See specifications for details.

Item	25609-01-06 - Portland Cement: Item 6 - Portland Cement Concrete, 2,500 PSI at 28 days-2% calcium chloride addi
Lot Description	Portland Cement
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Portland Cement Concrete, 2,500 PSI at 28 days with 2% calcium chloride additive* - See specifications for details.

Item	25609-01-07 - Portland Cement: Item 7 - Portland Cement Concrete, 2,500 PSI at 28 days -3/8" course aggregate
Lot Description	Portland Cement
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Portland Cement Concrete, 2,500 PSI at 28 days with 3/8" course aggregate meeting gradation requirements in Table 1 - See specifications for details.

Item	25609-01-08 - Portland Cement: Item 8 - Pump Mix Primer Grout 2,500 PSI at 28 days
Lot Description	Portland Cement
Quantity	1 cubic yard
Unit Price	<input type="text"/>
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

Pump Mix Primer Grout 2,500 PSI at 28 days - See specifications for details.

Item	25609-01-09 - Portland Cement: Item 9 - Portland Cement Concrete, 3,500 PSI at 28 days
Lot Description	Portland Cement
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Portland Cement Concrete, 3,500 PSI at 28 days - See specifications for details.

Item	25609-01-10 - Portland Cement: Item 10 -Portland Cement Concrete, 3,500 PSI at 28 days with 1% calcium
Lot Description	Portland Cement
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Portland Cement Concrete, 3,500 PSI at 28 days with 1% calcium - See specifications for details.

Item	25609-01-11 - Portland Cement: Item 11 -Portland Cement Concrete, 3,500 PSI at 28 days with 2% calcium
Lot Description	Portland Cement
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Portland Cement Concrete, 3,500 PSI at 28 days with 2% calcium - See specifications for details.

Item	25609-01-12 - Portland Cement: Item 12 -Portland Cement Concrete, 3,500 PSI at 28 days with 3/8" coarse aggrega
Lot Description	Portland Cement
Quantity	1 cubic yard
Unit Price	<input type="text"/>

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

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

N/A

Oklahoma City OK 73102

Qty 1

Description

Portland Cement Concrete, 3,500 PSI at 28 days with 3/8" coarse aggregate meeting gradation requirements in Table 1 - See specifications for details.

Item **25609-01-13 - Portland Cement: Item 13 -Pump Mix Primer Grout 3,500 PSI at 28 days**

Lot Description **Portland Cement**

Quantity **1 cubic 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

Pump Mix Primer Grout 3,500 PSI at 28 days - See specifications for details.

Item **25609-01-14 - Portland Cement: Item 14 - Portland Cement Concrete 3,500 PSI at 7 days**

Lot Description **Portland Cement**

Quantity **1 cubic 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

Portland Cement Concrete 3,500 PSI at 7 days - See specifications for details.

Item **25609-01-15 - Portland Cement: Item 15 Portland Cement Concrete 3,500 PSI at 7 days with 1% calcium chloride ad**

Lot Description **Portland Cement**

Quantity **1 cubic 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

Portland Cement Concrete 3,500 PSI at 7 days with 1% calcium chloride additive * - See specifications for details.

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Item	25609-01-16 - Portland Cement: Item 16 Portland Cement Concrete 3,500 PSI at 7 days with 2% calcium chloride ad
Lot Description	Portland Cement
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Portland Cement Concrete 3,500 PSI at 7 days with 2% calcium chloride additive * - See specifications for details.

Item	25609-01-17 - Portland Cement: Item 17 - Portland Cement Concrete 4,000 PSI at 28 days with 3/8" coarse aggrega
Lot Description	Portland Cement
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Portland Cement Concrete 4,000 PSI at 28 days with 3/8" coarse aggregate meeting the gradation requirements in Table 1 - See specifications for details.

Item	25609-01-18 - Portland Cement: Item 18 -4,000 PSI at 28 days-3/8" coarse aggregate-1% calcium chloride additive
Lot Description	Portland Cement
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Portland Cement Concrete 4,000 PSI at 28 days with 3/8" coarse aggregate meeting the gradation requirements in Table 1 with 1% calcium chloride additive * - See specifications for details.

Item	25609-01-19 - Portland Cement: Item 19 -4,000 PSI at 28 days -3/8" coarse aggregate-2% calcium chloride additiv
Lot Description	Portland Cement
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts

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See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

Portland Cement Concrete 4,000 PSI at 28 days with 3/8" coarse aggregate meeting the gradation requirements in Table 1 with 2% calcium chloride additive * - See specifications for details.

Item	25609-01-20 - Portland Cement: Item 20 -Portland Cement Concrete, 3,500 PSI at 28 days (Dept. of Airports)
Lot Description	Portland Cement
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Portland Cement Concrete, 3,500 PSI at 28 days (Dept. of Airports) - See specifications for details.

Item	25609-01-21 - Portland Cement: Item 21 -Portland Cement Concrete, 3,500 PSI at 7 days (Dept. of Airports)
Lot Description	Portland Cement
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Portland Cement Concrete, 3,500 PSI at 7 days (Dept. of Airports) - See specifications for details.

Item	25609-02-01 - Cement, Rapid Setting: Item 22 -Cement, Rapid Setting (94 lb.) 1- 39 bag order
Lot Description	Cement, Rapid Setting
Quantity	1 bag
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Cement, Rapid Setting (94 lb.) 1- 39 bag order - See specifications for details.

Item	25609-02-02 - Cement, Rapid Setting: Item 23 - Cement, Rapid Setting (94 lb.) 40 - 119 bag order
Lot Description	Cement, Rapid Setting

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Quantity	1 bag
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
Cement, Rapid Setting (94 lb.) 40 - 119 bag order - See specifications for details.

Item	25609-02-03 - Cement, Rapid Setting: Item 24 - Cement, Rapid Setting (94 lb.) 120 + bag order
Lot Description	Cement, Rapid Setting
Quantity	1 bag
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
Cement, Rapid Setting (94 lb.) 120 + bag order - See specifications for details.

Item	25609-03-01 - Concrete, One-Component: Item 25 - Concrete, One-Component Chemical Action (50 lb.)1 - 20 bag order
Lot Description	Concrete, One-Component
Quantity	1 bag
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
Concrete, One-Component Chemical Action (50 lb.)1 - 20 bag order - See specifications for details.

Item	25609-03-02 - Concrete, One-Component: Item 26 - Concrete, One-Component Chemical Action (50 lb.) 21 - 40 bag order
Lot Description	Concrete, One-Component
Quantity	1 bag
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
Concrete, One-Component Chemical Action (50 lb.) 21 - 40 bag order - See specifications for details.

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Item	25609-03-03 - Concrete, One-Component: Item 27- Concrete, One-Component Chemical Action (50 lb.) 41 - 100 bag order
Lot Description	Concrete, One-Component
Quantity	1 bag
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Concrete, One-Component Chemical Action (50 lb.) 41 - 100 bag order - See specifications for details.

Item	25609-03-04 - Concrete, One-Component: Item 28 - Concrete, One-Component Chemical Action (50 lb.) 100 + bag order
Lot Description	Concrete, One-Component
Quantity	1 bag
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Concrete, One-Component Chemical Action (50 lb.) 100 + bag order - See specifications for details.

Item	25609-04-01 - Concrete, Hot Weather: Item 29 Concrete, Hot Weather, One-Component Chemical Action(50 lb.) 1-20 bag or
Lot Description	Concrete, Hot Weather
Quantity	1 bag
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Concrete, Hot Weather, One-Component Chemical Action (50 lb.) 1 - 20 bag order - See specifications for details.

Item	25609-04-02 - Concrete, Hot Weather: Item 30 Concrete, Hot Weather, One-Component Chemical Action (50 lb.) 21-40 bag
Lot Description	Concrete, Hot Weather
Quantity	1 bag
Unit Price	<input type="text"/>

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

Description
Concrete, Hot Weather, One-Component Chemical Action (50 lb.) 21 - 40 bag order - See specifications for details.

Item **25609-04-03 - Concrete, Hot Weather: Item 31 Concrete, Hot Weather, One-Component Chemical Action (50 lb.)41-99 bag o**
Lot Description **Concrete, Hot Weather**
Quantity **1 bag**
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
Concrete, Hot Weather, One-Component Chemical Action (50 lb.) 41 - 99 bag order - See specifications for details.

Item **25609-04-04 - Concrete, Hot Weather: Item 32-Concrete, Hot Weather, One-Component Chemical Action(50 lb.)100 + bag or**
Lot Description **Concrete, Hot Weather**
Quantity **1 bag**
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
Concrete, Hot Weather, One-Component Chemical Action (50 lb.) 100 + bag order - See specifications for details.

Item **25609-05-01 - Curing Compound: Item 33 - Curing Compound, White Pigmented Membrane (5 gal)**
Lot Description **Curing Compound**
Quantity **1 pail**
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
Curing Compound, White Pigmented Membrane (5 gal) - See specifications for details.

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Item	25609-05-02 - Curing Compound: Item 34 - Curing Compound, White Pigmented Membrane (55 gal)
Lot Description	Curing Compound
Quantity	1 drum
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
Curing Compound, White Pigmented Membrane (55 gal) - See specifications for details.

Item	25609-06-01 - Flowable Mortar: Item 35 - Flowable Mortar (Controlled Density Fill)
Lot Description	Flowable Mortar
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
Flowable Mortar (Controlled Density Fill) - See specifications for details.

Item	25609-07-01 - Very Early High Strength: Item 36 -Very Early High Strength Type I (VES-I)
Lot Description	Very Early High Strength
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
Very Early High Strength Type I (VES-I) - See specifications for details.

Item	25609-07-02 - Very Early High Strength: Item 37 - Very Early High Strength Type III (VES III)
Lot Description	Very Early High Strength
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
Very Early High Strength Type III (VES III) - See specifications for details.

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Item	25609-08-01 - Rapid setting: Item 38 - Rapid Setting Latex Modified Concrete (RSLMC)
Lot Description	Rapid setting
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Rapid Setting Latex Modified Concrete (RSLMC) - See specifications for details.

Item	25609-09-01 - CLSM: Item 39 - Controlled Low-Strength Material (Flowable Fill)
Lot Description	CLSM
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Controlled Low-Strength Material (CLSM) - A low Strength grout backfill material consisting of Portland cement, fly ash, fine aggregate, and water.

Item	25609-10-01 - Additives: Heated Water To Aid Set Time
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

Heated Water To Aid Set Time

Item	25609-10-02 - Additives: Retarder to slow hydration process in temps above 95oF
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>
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

Retarder to slow hydration process in temps above 95 degrees F

Item	25609-10-03 - Additives: Non-Chloride Accelerator - 1%
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Non-Chloride Accelerator - 1%

Item	25609-10-04 - Additives: Non-Chloride Accelerator - 2%
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Non-Chloride Accelerator - 2%

Item	25609-10-05 - Additives: Coolant or chilled Water to slow set time for temps above 95 degrees F
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Coolant or chilled Water to slow set time for temps above 95 degrees F

Item	25609-10-06 - Additives: Coolant to 85 degrees
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>

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Delivery Location

City of Oklahoma City and its Trusts

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

Coolant to 85 degrees

Item

25609-10-07 - Additives: 2,500 PSI Flowable Fill, CLSM - Up to 5 inch slump

Lot Description

Additives

Quantity

1 cubic 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

2,500 PSI Flowable Fill, CLSM - Up to 5 inch slump

Item

25609-10-08 - Additives: 3,000 PSI Flowable Fill, CLSM - Up to 5 inch slump

Lot Description

Additives

Quantity

1 cubic 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

3,000 PSI Flowable Fill, CLSM - Up to 5 inch slump

Item

25609-10-09 - Additives: 3,500 PSI Flowable Fill, CLSM - Up to 5 inch slump

Lot Description

Additives

Quantity

1 cubic 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

3,500 PSI Flowable Fill, CLSM - Up to 5 inch slump

Item

25609-10-10 - Additives: 4,000 PSI Flowable Fill, CLSM - Up to 5 inch slump

Lot Description

Additives

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Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
4,000 PSI Flowable Fill, CLSM - Up to 5 inch slump

Item	25609-10-11 - Additives: Mid Range WRA - 6 or 7 inch slump
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
Mid Range WRA - 6 or 7 inch slump

Item	25609-10-12 - Additives: High Range WRA - 8 or 9 inch slump
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
High Range WRA - 8 or 9 inch slump

Item	25609-10-13 - Additives: Pump EZ - For small hose pumps
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
Pump EZ - For small hose pumps

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Item	25609-10-14 - Additives: # 8 3/8 Inch Stone
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1
Description	# 8 3/8 Inch Stone

Item	25609-10-15 - Additives: # 67 1 Inch Stone
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1
Description	# 67 1 Inch Stone

Item	25609-10-16 - Additives: Untra Finish
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1
Description	Untra Finish

Item	25609-10-17 - Additives: 50/50 Mix - Pump 1 or 1.5 inch rock mixes
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1
Description	50/50 Mix - Pump 1 or 1.5 inch rock mixes

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Item	25609-10-18 - Additives: Fibers, Monofilament
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1
Description	Fibers, Monofilament

Item	25609-10-19 - Additives: Fibers, Fibrillated
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1
Description	Fibers, Fibrillated

Item	25609-10-20 - Additives: Fibers, Macro
Lot Description	Additives
Quantity	1 cubic yard
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1
Description	Fibers, Macro

Item	25609-11-01 - Small Load Charge: For Orders Less than 5 Cubic Yards - Delivery Charge
Lot Description	Small Load Charge
Quantity	1 delivery
Unit Price	<input type="text"/>
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

For Orders Less than 5 Cubic Yards - Delivery Charge

Item	25609-11-02 - Small Load Charge: For Orders Less than 4.5 Cubic Yards - Delivery Charge
Lot Description	Small Load Charge
Quantity	1 delivery
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

For Orders Less than 4.5 Cubic Yards - Delivery Charge

Item	25609-11-03 - Small Load Charge: For Orders Less than 4 Cubic Yards - Delivery Charge
Lot Description	Small Load Charge
Quantity	1 delivery
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

For Orders Less than 4 Cubic Yards - Delivery Charge

Item	25609-11-04 - Small Load Charge: For Orders Less than 3.5 Cubic Yards - Delivery Charge
Lot Description	Small Load Charge
Quantity	1 delivery
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description

For Orders Less than 3.5 Cubic Yards - Delivery Charge

Item	25609-11-05 - Small Load Charge: For Orders Less than 3 Cubic Yards - Delivery Charge
Lot Description	Small Load Charge
Quantity	1 delivery
Unit Price	<input type="text"/>

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

Description
For Orders Less than 3 Cubic Yards - Delivery Charge

Item **25609-11-06 - Small Load Charge: For Orders Less than 2.5 Cubic Yards - Delivery Charge**
Lot Description **Small Load Charge**
Quantity **1 delivery**
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
For Orders Less than 2.5 Cubic Yards - Delivery Charge

Item **25609-11-07 - Small Load Charge: For Orders Less than 2 Cubic Yards - Delivery Charge**
Lot Description **Small Load Charge**
Quantity **1 delivery**
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
For Orders Less than 2 Cubic Yards - Delivery Charge

Item **25609-11-08 - Small Load Charge: For Orders Less than 1.5 Cubic Yard - Delivery Charge**
Lot Description **Small Load Charge**
Quantity **1 delivery**
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
For Orders Less than 1.5 Cubic Yard - Delivery Charge

Item **25609-11-09 - Small Load Charge: For Orders Less than 1 Cubic Yard - Delivery Charge**
Lot Description **Small Load Charge**

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Quantity	1 delivery
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
For Orders Less than 1 Cubic Yard - Delivery Charge

Item	25609-11-10 - Small Load Charge: Call Back after Small Load - Delivery Charge
Lot Description	Small Load Charge
Quantity	1 delivery
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
Call Back after Small Load - Delivery Charge

Item	25609-12-01 - Attachments: Bidder's Current W-9
Lot Description	Attachments
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
Attach current W-9

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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.

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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← ←

Type Name of Authorized Agent/Representative

Company Name

Address

Telephone Number and Fax Number, if any

Title

Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *

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) SSS

County of *

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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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(Published in *The Journal Record* on July 10, 2024)

NOTICE TO BIDDERS

Notice is hereby given that The City of Oklahoma City (“Contracting Entity”) will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 10:00:00 a.m., on the 31 day of July, 2024, for the following:

BID 25609 – Concrete, Ready Mixed and Related Materials

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept bids electronically. You are invited to submit a bid electronically through the Periscope system to supply the goods and/or services specified in the electronic bid packet. The Contracting Entity does not provide access to a computer for electronic bidding or electronic bid submission. Bidders must register in advance with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic bid. The Contracting Entity recommends 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 Contracting Entity 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 this Notice to Bidder, General Instructions and Requirements for Bidders, Oklahoma Open Records Act and Confidential Information, the Specifications, the Agreement & Non-Discrimination Statement, the Non-Collusion Affidavit, and any other documents which are included in the complete electronic bid packet. The Agreement 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 above stated date and time. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours before an Agreement shall be made and entered.

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**The City of
OKLAHOMA CITY**
and its Trusts

**ELECTRONIC BID PACKET
CONCRETE, READY MIXED AND RELATED MATERIALS
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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 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 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 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.
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 at all times 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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OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

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, 51 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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BID SPECIFICATIONS

CONCRETE, READY MIXED AND RELATED MATERIALS

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BID SPECIFICATIONS
CONCRETE, READY MIXED AND RELATED MATERIALS
Instructions to Bidders

INTENT: To enter into pricing agreement(s) for ready mixed concrete and related material.

It is anticipated the pricing agreement(s) will be effective on September 28, 2024. The current agreements expire on September 27, 2024.

SCOPE OF PRICING AGREEMENT/CONTRACT: The Bidder shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

The Contracting Entity reserves the right to award this Pricing Agreement/Contract to a single Bidder or to multiple Bidders, whichever is deemed to be in 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 by typing, "No Bid" in the "Note to Buyer" field of the Line Item in the Periscope system.

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.

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 or services from the resultant Pricing Agreement/Contract. Should a participating Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant Pricing Agreement(s)/Contract(s), 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.

PRICING AGREEMENT/CONTRACT PERIOD: The Pricing Agreement/Contract shall be for one year with the option to renew for two additional one-year periods. The Pricing Agreement/Contract shall be in effect commencing on the date of award as approved by the Contracting Entity.

PRICING AGREEMENT/CONTRACT RENEWAL OPTION:

1. This Pricing Agreement/Contract is renewable for two additional one-year periods at the option of the Contracting Entity. 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 Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)

2. 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 one-year period.
3. 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 three years without approval of the Contracting Entity.
4. In all cases Pricing Agreement/Contract renewals must be approved by the Contracting Entity.

DELIVERY: Bidders shall specify their proposed delivery times for the requested goods and services in the Line-Item pricing area in the electronic bidding system. If a deadline is specified and no alternative is proposed, the Bidder will have agreed to meet the stated deadline.

INSPECTION AND ACCEPTANCE AT DESTINATION:

1. 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.
2. 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.

F.O.B. DESTINATION:

1. The Bidder shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points designated in the bid specifications.
2. Inside delivery is required unless specifically and expressly stated in the bid specifications.

COMMERCIAL PACKAGING: Preservation, packaging, packing, and marking will be in accordance with Bidder's best commercial practice to provide adequate protection against shipping damage. Bidder is required to replace any goods damaged in shipping or delivery.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

1. 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.
2. The Bidder agrees to furnish all quantities ordered by the Contracting Entity during the Pricing Agreement/Contract period.
3. 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.
4. 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.
 5. 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.
 6. 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.

ORDER OF PRECEDENCE: 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.

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:

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accounts payable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed.

This information is printed on the front of each purchase order. 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. Should another trust or government entity be using this contract they may request a different invoice address.

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. Contracting Entity 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 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.

3. 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:
 - i. description/stock number
 - ii. unit price
 - iii. quantity
 - iv. unit of issue (each, box, dozen, pound, etc.)
 - v. total price
 - e. Total amount of invoice
 - f. Date of delivery
4. Invoices should not reflect any outstanding backorders.

WARRANTY:

1. 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 specifications and all other requirements of this Pricing Agreement/Contract. All Bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.
2. As to any item which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to:
 - a. Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense
 - b. Require an equitable adjustment in the Pricing Agreement/Contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.

4. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

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. Non-Collusion Affidavit
- c. General Instructions and Requirements for Bidders
- d. Specifications
- e. Oklahoma Open Records Act and Confidential Information

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

- a. Submitted as part of the proposal document
- b. Submitted prior to Agreement/Contract award
- c. Submitted with the product invoice
- d. 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 online 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

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BID SPECIFICATIONS

Other Provisions

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.

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.

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.

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 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.

ACCORD FORM: The policy description shall state the following “**Additional insured(s) on the listed policies as required by contract.** (The City of Oklahoma City and its participating Trusts). The solicitation number, BID 25609, shall be referenced in the policy description.

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.

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.

ESCALATION/DE-ESCALATION: Bidder may request a price increase or decrease if the Bidder shows satisfactory proof to the Contracting Entity that a price change is justified and beyond the scope of the Bidder's control. It is understood that any percentage or discount offered to the Contracting Entity will remain firm for the duration of the Pricing Agreement/Contract. However, within 10 days of any approved changes in the price list(s) bid, Bidder may furnish the Procurement Services Division three copies of the new price list(s). New price list(s) will be considered effective the date shown on the price list(s), or 10 days from the date price list(s) are received in the Procurement Services Division, whichever is later. The three copies of the changed price list/catalog may be mailed, e-mailed or hand delivered to:

The City of Oklahoma City
Procurement Services Division
Attn: Monica Hardesty, Senior Buyer
100 North Walker, 2nd Floor
Oklahoma City, OK 73102
Monica.Hardesty@okc.gov

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BID SPECIFICATIONS

Technical Provisions

INTENT: To enter into pricing agreement(s) for ready mixed concrete and related material.

It is anticipated the pricing agreement(s) will be effective on September 28, 2024. The current agreements expire on September 27, 2024.

Items furnished under this contract shall conform to the manufacturer's specifications and shall perform the functions for which they were designed and manufactured. The Bidder shall maintain an office or distribution point within the greater Oklahoma City area, whereby ordering departments may obtain deliveries and technical services when required. Answering services in lieu of offices or distribution points are not acceptable.

Ordering departments shall select from the awarded vendor(s) based on price and availability. The lowest vendor shall be selected first and given the opportunity to provide the material on the department's schedule. If the vendor is unable to fill the order on schedule, then the department may contact the next lowest awarded vendor able to fill the order on schedule. For orders up to two cubic yards, the Department may elect to purchase on the open market from the vendor best able to meet their required delivery schedule provided the awarded vendor(s) were unable fill the order on schedule. It is recognized that ready mixed concrete can be seasonal in nature and small orders can be difficult to secure. This provision is provided to ensure City work crews have reasonable access to materials as needed. This provision will allow small jobs to be scheduled and completed in a timely manner resulting in an efficient use of City personnel.

Portland Cement [Item 1-3]:

All materials for the item "Portland Cement" shall be in accordance with Section 900 of the Standard Specifications for Construction of Public Improvements and ASTM Designation C150-81.

Portland Cement Concrete [Items 4-19]:

All materials for "Portland Cement Concrete" shall be in accordance with all of Section 900 of the Standard Specifications for Construction of Public Improvements. The minimum compressive strength of the concrete shall be one of the following as specified at the time of the order:

2,500 pounds per square inch at 28 days.

2,500 pounds per square inch at 28 days with one percent calcium chloride additive.

2,500 pounds per square inch at 28 days with two percent calcium chloride additive.

2,500 pounds per square inch at 28 days with 3/8" coarse aggregate meeting gradation requirements in Table I.

3,500 pounds per square inch at 28 days.

3,500 pounds per square inch at 28 days with one percent calcium chloride additive.

3,500 pounds per square inch at 28 days with two percent calcium chloride additive.

3,500 pounds per square inch at 28 days with 3/8" coarse aggregate meeting gradation requirements in Table I.

3,500 pound per square inch at 7 days.

3,500 pounds per square inch at 7 days with one percent calcium chloride additive.

3,500 pounds per square inch at 7 days with two percent calcium chloride additive.

4,000 pound per square inch at 28 days with 3/8" coarse aggregate meeting the gradation requirements of Table I.

4,000 pounds per square inch at 28 days with 3/8" coarse aggregate meeting the gradation requirements of Table I with one percent calcium chloride additive.

4,000 pounds per square inch at 28 days with 3/8" coarse aggregate meeting the gradation requirements of Table I with two percent calcium chloride additive.

NOTE: Chemical Admixtures shall be in accordance with Section 701.03 of the Oklahoma Department of Transportation Standard Specifications for Highway Construction.

TABLE I

AGGREGATE DESIGNATION	CLASS A ASTM C-33 # 57 1" to #4	3/4 CHIPS ASTM C-33 # 67 3/4" to #4	3/8 CHIPS ASTM C-33 #8 3/8" TO #8
1-1/2"	100		
1"	95-100	100	
3/4"		90-100	
1/2"	25-60		100
3/8"		20-55	85-100
#4	0-10	0-10	10-30
#8		0-5	0-10
#16			0-5

Portland Cement Concrete [Item 20]:

All materials for Portland Cement Concrete shall be in accordance with Section P-501, F.A.A., Standard Specifications for Construction of Airports of May 1968 for Class "AE" Paving Concrete.

The minimum compressive strength shall be 3,500 PSI at 28 days.

The mix shall be six bags of Type III Cement per Cu. Yd. maximum of 5 3/4 gallons of water net content per bag; slump range be 2" - 3". 5% Air Entrainment.

Portland Cement Concrete [Item 21]:

All materials for Portland Cement Concrete shall be in accordance with Section P-501 F.A.A. Standard Specifications for Construction of Airports or May 1968 for Class "AAE" Paving Concrete.

The minimum compressive strength shall be 3,500 PSI at 7 days (HES).

The mix shall be six bags of Type III Cement per Cu. Yd. maximum of 5 3/4 gallons of water net content per bag; slump range to be 2" - 3"; 5% Air Entrainment.

Rapid Setting Cement [Items 22-24]:

This specification covers the chemical and physical properties of packaged material to be mixed with only water or with aggregates and water to produce a mixture which is fast setting, develops high early strength, for repair of concrete pavement or bridge decks.

Aggregates to be added shall meet the requirements as specified in ASTM C33, and at aggregate to cement ratios not to exceed those as specified below:

or

50 POUNDS MATERIAL 1 1/2 GALLONS WATER 50 POUNDS SAND	50 POUNDS MATERIAL 1 3/4 GALLONS WATER 50 POUNDS COURSE AGGREGATE
---	---

Chemical Requirements -This material shall not contain soluble chloride or other ingredients of sufficient quantity to cause corrosion to steel reinforcements.

Setting Times - The material after mixing with water shall conform to the setting time shown on Table I when tested in accordance with ASTM C191-74.

Compressive Strength - Specimens of the cement as received or containing one part cement (by weight) shall be prepared according to applicable sections of ASTM C109-74.

Rapid Setting Cement (continued)

Specimens containing one part sand plus one part coarse aggregate to one part cement (by weight) shall be prepared according to applicable sections of ASTM C192-74.

Evaluation for compressive strengths shall comply with applicable sections in ASTM Methods C109-74 and C91-72 except as follows:

- a. Specimens for one hour compressive strength evaluation shall remain in covered molds until time of testing. For three, seven, and twenty-eight day wet compressive strength evaluation samples shall be stored in clean water or moist cure chamber until time of testing. See Table II.
- b. The compressive strength reported for each age shall be the average of the compressive strengths of three specimens.

Mixing Procedure - For preparing compressive strength specimens:

1. Introduce measured amount of water to mixer;
2. Add one-half of the aggregate;
3. Add material to water and aggregate with mixer operating;
4. Add remainder of aggregate;
5. If necessary, add more water to obtain desired fluidity;
6. Mix until lump-free, but not for more than five minutes.

TABLE I

SETTING TIME: 20 minutes minimum / 40 minutes maximum

TABLE II

Wet Compressive Strength PSI	Cement as Received	Addition of 1 Part Sand	Addition of 1 Part Sand and 1 Part Coarse Aggregate
1 hour after set	2500	1900	1100
3 days after set	6000	4100	3200
7 days after set	7500	5500	3500
28 days after set	8400	7000	4000

Failure to perform in actual use (based on the opinion of the Street Maintenance Superintendent) shall be just cause for future rejection of any material even though the product meets all other requirements of this specification. Damaged shipments will not be accepted. It will be the vendor's responsibility to reship and file their claims with the carrier. Bags must be four-part moisture proof, of sufficient quality and strength to withstand normal handling and storage.

One-component Chemical Action Concrete [Item 25-32]:

Material - Shall be equal to Set-45 chemical-action concrete. Shall be a complete dry mix requiring only the addition of water prior to mixing and use. Soluble chlorides and/or soluble sulphates shall be controlled to prevent corrosion of reinforcing steel or damage to Portland cement concrete. It shall be capable of being placed from a minimum of 1/2" (13mm) up to full-depth.

For deep patches, over 1-1/2" (38mm), it shall be extended by adding clean, hard, washed, 1/4 to 1/2" (6 to 13mm) aggregate in an amount of up to 60% its weight.

Hot and Cold Weather Placements: Must be capable of use in ambient temperatures between 0 degrees and 100 degrees.

Physical Requirements:

Setting Time (ASTM C-266) - Initial setting time shall be no less than 8 minutes.

Compressive Strength (ASTM C-109): 2" x 2" (50mm x 50mm) cubes shall be:

2-hour -- 2,000 psi (13.8 MPa) minimum

24-hour -- 5,000 psi (34.5 MPa) minimum

7-day -- 7,000 psi (48.3 MPa) minimum

Freeze/Thaw Durability (ASTM C-666), Procedure A, 300 cycles): A durability factor of not less than 80%.

Packaging -The patching material shall be packaged in strong, moisture-resistant bags capable of withstanding normal shipping and handling without damage. The bags shall be capable of protecting the material from deterioration for a period of six months when stored in dry conditions.

White Pigmented Membrane Curing Compound [Items 33 and 34]:

The curing agent for white pigmented membrane curing compound shall be reasonably free from ingredients which may damage or be detrimental to the surface of concrete.

Liquid membrane forming compounds shall conform to ASTM C-309-81. The compound shall be applied at a minimum rate of two hundred (200) SF/gallon unless otherwise specified.

Base bid per gallon shall cover two size container, 5 gallon pail and 55 gallon drum.

Flowable Mortar (Controlled Density Fill) [Item 35]:

MATERIALS:

a. Cement: Shall be in accordance with Section 804 of the Standard Specifications for Construction of Public Improvements.

b. Fly Ash: Shall be in accordance with ASTM designation C618, Class C mineral chemical composition.

c. Fine Aggregate: Shall be natural sand consisting of mineral aggregate particles. The gradation of the sand shall be as follows:

Sieve Size	Percent Passing
3/4"	100
200	0-10

It is intended that the sand be fine sand that will stay in suspension in the mortar to the extent required for proper flow.

d. Mix Design: the approximate mix design is as follows:

Approximate Quantity of Dry Material Per Cubic Yard

Cement	100 pounds
Fly Ash (Class C)	300 pounds
Fine Aggregate	2,600 pounds

These materials with approximately 70 gallons of water will yield approximately one cubic yard of flowable mortar with a compressive strength not to exceed 90 P.S.I.

DELIVERY: Mixture of cement, fly ash, fine aggregates and water is to be delivered in a semi-liquid state by ready mix trucks to any specific location as designated at the time the order for this material is placed.

CONTRACT PRICE: Flowable Mortar shall be priced per cubic yard and should include all cost for materials, delivery requirements, equipment requirements and test reports.

Very Early High Strength [Items 36-39]:

Very Early High Strength Type I (VES-I) [Item 36] -Ensure VES I mix reaches 3000, psi [20.7 MPa] at 6 hr. Use type I cement for this concrete. Provide No.67 size coarse aggregate. Use a high range water reducing admixture to obtain slump. Add no more than 7.5 gal/yd³ [37 L/m³] Calcium Nitrate as a liquid mixture. Use an air entraining admixture to obtain the air content in accordance with ODOT table 701:29 “Early strength concrete properties”. The City Of Oklahoma City will not allow fly ash as a substitution. To improve mix durability, add concrete fibers as directed by City of Oklahoma City Engineer.

Very Early High Strength Type III (VES III) [Item 37]-Ensure the VES III mix reaches 3,000 psi [20.7 MPa] at 6 hr. Use Type III cement for this concrete. Provide No.67 size coarse aggregate, Use a high range water-reducing admixture to obtain slump. Add at least 6.0 gal/yd³ [30 L/m³] Calcium nitrate as a liquid admixture. Use an air entraining admixture to obtain the air content in accordance with table 701:29, “Early Strength Concrete Properties.” The City of Oklahoma City will not allow Fly ash substitution. To improve mix durability, add concrete fibers as directed by City of Oklahoma City Engineer.

Rapid Setting Latex Modified Concrete (RSLMC) [Item 38]-Ensure the RSLMC mix reaches 3,000 psi [20.7 MPa] at 4 hr. provides a rapid setting cement for RSLMC in accordance with Subsection 701.02.A.4 “Rapid setting Cement”. Provide a No.67 size coarse aggregate, use a latex emulsion admixture at 24.5 gal/yd³ [121L/m³]. The Department will not allow an air entraining admixture or fly ash substitution. Add food-grade citric acid to delay set time at a rate no greater than 2lb/yd³ [121 L/m³]. Dissolve the citric acid in the water before adding the mix in accordance with manufacture recommendations. To improve mix durability, add concrete fibers as directed by City of Oklahoma City Engineer.

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Controlled Low-Strength Material (CLSM) (Flowable-fill) [Item 39]**a. General**

Controlled Low-Strength Material (CLSM). A low strength grout backfill material consisting of Portland cement, fly ash, fine aggregate, and water.

The City will allow the use of an air entraining agent.

b. Mix Design

Design the mix using absolute volumes. Use at least 20 lb./yd³ of Portland cement in the mix design. Submit the proposed mix design with trial batch testing data before use. Include the weight [mass], specific gravity, material source, and material requirements for each ingredient. Include the flowability results, unit weight [mass], and trial batch strength tests. The City will allow the submittal of previously used and successful mix designs without retesting if material sources have not changed. Provide materials in accordance with the following sections and subsections for CLSM:

Material:	Section or Subsection:
Portland Cement	901.02
Fly Ash	902.01
Fine Aggregate	901.05
Water	901.04
Air Entraining Agents	901.03. A

c. Sampling and Testing

Test CLSM in accordance with the following methods:

- Conduct the flow test in accordance with ASTM D 6103. Provide a CLSM spread diameter of 8 in or greater.
- Conduct the unit weight [mass] tests in accordance with ASTM D 6023. The City Engineer will reject batches with a unit weight [mass] that deviates 5 percent or more from the mix design value.
- Conduct the compressive strength tests in accordance with ODOT Test Method OHD L-62. Provide a CLSM compressive strength at 28 days from 100 psi to 800 psi. Earlier strength tests may be performed to confirm that the material reaches the minimum strength but are not required by the Contract.

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Table 701:29 Early Strength Concrete Properties					
Concrete Class	Minimum Cement Content, <i>lb/yd³</i> [<i>kg/m³</i>]	Air Content ^a , %	Maximum Water/Cement Ratio ^b , <i>lb/lb</i> [<i>kg/kg</i>]	Slump ^c , <i>in</i> [<i>mm</i>]	Minimum Compressive Strength at Road Opening ^d , <i>psi</i> [<i>MPa</i>]
VES I	900 [535]	6 ±1.5	0.30	1 – 8 [25 – 203]	3,000 [20.7]
VES III	600 [423]	6 ±1.5	0.35	1 – 8 [25 – 203]	3,000 [20.7]
RSLMC	658 [391]	1.5 ±1.5	0.47	6 ±2 [150 ±50]	3,000 [20.7]
^a Test air content in accordance with AASHTO T 152 or AASHTO T 196. ^b Using the weight of each material, calculate the water to cement ratio (W/C) by the following equation: $W/C = \text{Water} / (\text{Cement} + \text{Cement Substitutes})$ The water used is determined by the water measured into the batch plus the free water on wet aggregate minus the water absorbed by dry aggregate plus water in admixture solutions not to exceed the limit required by the Contract. ^c Test slump in accordance with AASHTO T 119. Ensure the slump reflects a workability appropriate for the application. ^d Compressive strength is based on the average of three test cylinders tested in accordance with AASHTO T 22. Refer to the Contract for the Class P concrete compressive strengths.					

ACORD FORM: The policy description shall state the following: ““Additional insured(s) on the listed policies are those required in the contract.” [The City of Oklahoma City and its participating public trusts]

SOLICITATION NUMBER: The solicitation number **BID25609** shall also be referenced in the policy description.

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

PRICING: Pricing must be submitted through the Line Item area of the electronic bidding system.

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LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED
LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY
AUTHORIZED OFFICER ON BEHALF OF THE CONTRACTING ENTITY.

City of Oklahoma City or related Public Trust:

This letter authorizes _____ to
(PRINTED NAME OF AUTHORIZED AGENT)

sign the attached legally binding document on behalf of _____
(CONTRACTING ENTITY)

Sincerely,

_____ Signature of Authorizing Officer	_____ Printed Title	_____ Date
_____ Printed Name of Authorizing Officer	_____ Email Address of Authorizing Officer	

NOTE: If the Contracting Entity is a(n):	
Corporation	The authorizing officer <u>must</u> be: President, Vice-President, Chairperson, or Vice-Chairperson
LLC	The authorizing officer <u>must</u> be: Manager, Managing Member, President, or Vice-President
Partnership	The authorizing officer <u>must</u> be: General Partner
Joint Venture	The authorizing officer <u>must</u> be: An Authorized Officer of Each of the Ventures

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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

ADDRESS 1

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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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Question and Answers for Bid #25609 - CONCRETE, READY MIXED AND RELATED MATERIALS

Overall Bid Questions

There are no questions associated with this bid.

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