

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

21st day of June, 2022.

ATTEST:

Amy K. Simpson

CITY CLERK



[Signature]

Vice MAYOR

Reviewed for form and legality.

Carol Annett

ASSISTANT MUNICIPAL COUNSELOR

Supplier: **Vance Bros., Inc.**

**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 **Vance Brothers, Inc.** hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

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

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

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

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

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

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

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

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

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to 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.

Robert A. Vance
Type Name of Authorized Agent

Sr. Vice President
Title of Authorized Agent

Vance Brothers, Inc, 5201 Brighton, Kansas City, MO **64130**
Company Name and Address Zip Code

816-923-4325
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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ANTI/NON-COLLUSION AFFIDAVIT

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

The undersigned individual further states that the Bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Pricing Agreement/Contract, or any other terms of the said prospective Pricing Agreement/Contract; or in any discussions between the 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 a Pricing Agreement/Contract. The 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 Pricing Agreement/Contract pursuant to this Bid.

Witness the hands of the parties hereto:

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

➔ THIS FORM TO BE COMPLETED BY THE BIDDER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD ←

Tim Vance
Type Name of Authorized Agent
President
Title
Signature
Vance Brothers Inc.
Company Name
4908 N Bryant, Oklahoma City, OK
Address
73121
Zip Code
405-605-9037
Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

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

Signed and sworn to before me on this 26th day of May, 2022 by Tim Vance
[Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: 15635891
[Oklahoma] Missouri

Jennifer Segura
Type Name of Notary Public

My Commission Expires: June 2, 2023
[Date/Year]

Jennifer Segura
Signature of Notary Public



JENNIFER SEGURA
My Commission Expires
June 2, 2023
Jackson County
Commission #15635891

Supplier: Vance Bros., Inc.**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: **Vance Brothers, Inc.**

Address: **4908 N Bryant Oklahoma City, OK. 73121**

Contact Person: **Mark Brost** Email Address: **mbrost@vancebrothers.com**

Telephone Number: **816-922-8018** Fax Number: **816-923-6472**

Billing Contact:

Company Name: **Vance Brothers, Inc.**

Address: **P.O. Box 877366 Kansas City, MO. 64187**

Contact Person: **Jennifer Segura** Email Address: **jsegura@vancebrothers.com**

Telephone Number: **816-923-4325 x 339** Fax Number: **816-922-8066**

Service Contact:

Company Name: **Vance Brothers, Inc.**

Address: **4908 N Bryant Oklahoma City, OK. 73121**

Contact Person: **Ty Mckinzie** Email Address: **tmckinzie@vancebrothers.com**

Telephone Number: **405-605-9037** Fax Number: **405-427-8446**

After Hours Emergency Number(s) **405-620-3809**

After Hours Emergency Number(s) **405-620-0058**

After Hours Emergency Number(s)

After Hours Emergency Number(s)

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Supplier: Vance Bros., Inc.**CONTRACTOR/VENDOR BACKGROUND CHECKS
FOR ACCESS TO OR WORK IN CITY AND TRUST BUILDINGS AND STRUCTURES**

The City has established a policy to better secure City and/or Trust owned or operated buildings and structures by requiring background and fingerprint checks of Non-City employees as a condition precedent to entering City and/or Trust buildings and structures. **Contractor/vendor employees and agents who will be required to enter City and Trust buildings and structures to perform a City or Trust Contract will be required to obtain and provide an Oklahoma State Bureau of Investigation background and fingerprint check to the General Service Director or designee before such Contractor/Vendor employee or agent will be permitted to enter City and/or Trust buildings and structures unescorted, at their cost.**

The General Services Director will establish and maintain a list of Non-City employees authorized to enter City and/or Trust buildings and structures. Background and fingerprint records will be maintained by the General Services Department in a secure location within the City's internal network. Said records will be destroyed within sixty days of: 1) final acceptance by the City Council in the case of construction projects, 2) termination or expiration of a procurement pricing agreement, 3) termination or expiration of an engineering, architectural or planner agreement, or 4) termination or expiration of a professional services agreement, unless the Contractor/Vendor has another contractor or agreement. The City reserves the right and authorizes the General Services Director or designee to request and require any such background check be updated and resubmitted. In addition, the Contractor/Vendor acknowledges and agrees that Contractor/Vendor employees and agents will be asked to verify their identity with a government issued picture identification (Driver's License, Passport, Oklahoma issued Identification Card) from the employee or agent's state of residence to enter City and/or Trust owned or operated buildings and structures.

Arrest and/or conviction records may disqualify Contractor/Vendor employees or agents from access or for work in City or Trust buildings and structures.

In addition to the Sex Offenders Registration Act (57 O.S. Section 581 *et seq.*) and the Mary Rippey Violent Crime Offenders Registration Act (57 O.S. Section 591 *et seq.*), the following criteria will be used when reviewing Contractor/Vendor employee or agent requests for building access:

- (a) Any unpardoned felony conviction or plea of nolo contendere may be disqualifying, depending on the nature of the conviction and the relation to the scope of the contract or price agreement, except under the following circumstances:
1. Access to City or Trust buildings and structures is contingent upon successful completion of two (2) years of a deferred or suspended sentence (if the sentence exceeds two (2) years), otherwise, after successfully serving the complete sentence. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom the individual has worked within the last two years. Situations where the applicant is unable to provide a written reference from an employer with whom the individual has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.
 2. Applicants convicted of a felony and ordered to serve time with the Department of Corrections may be eligible for access, depending on the nature of the conviction and the position sought, two (2) years from the date of parole. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom he or

she has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.

- (b) Any unpardoned conviction(s) involving the following offenses may be disqualifying: moral turpitude; non-consensual sex acts; distribution or trafficking of controlled dangerous substances; assault and battery with a dangerous weapon, or any offense involving a minor as a victim.
- (c) Any applicant who has been convicted of a felony, is a current defendant of a Victim Protection Order (VPO) or has been convicted of a misdemeanor crime of Domestic Violence, will not be considered for facility access. Misdemeanor convictions and traffic violations will be evaluated on an individual basis and may be disqualifying.
- (d) Any applicant with a pending felony or misdemeanor charge (other than minor traffic violations) will be ineligible for access, until a final disposition of the charge is made.
- (e) Any conviction that has been pardoned or expunged cannot be considered in a facility access decision.

If it is determined that information obtained through the applicant's OSBI criminal records check makes the applicant unsuitable for access to City or Trust buildings or structures, the General Services Department will notify the applicant immediately and provide a copy of any criminal record information.

- (a) The applicant will be given seven (7) business days to provide information that negates the validity and relevance of the criminal record. If the information obtained through the criminal records check cannot be invalidated by the applicant, the applicant will be denied facility access.
- (b) In determining an applicant's suitability for facility access, the General Services Department will consider information including, but not limited to the following:
 - 1. Relevance of the crime to the proposed work to be performed.
 - 2. Nature of the work to be performed;
 - 3. Recency of the conviction;
 - 4. Sensitivity of and potential risk to accessible information, systems, or equipment; and
 - 5. Potential risk or threat to City employees.

Upon approval of a contract or agreement by the City Council/Trust, the successful Contractor(s)/Vendor(s) will be required to submit to the General Services Department the following completed documents for **each** employee requiring access to City or Trust buildings and structures to fulfill the terms of the contract or agreement.

- 1. Non-Employee Building Access Request Form – available upon request at (405) 297-2123
- 2. OSBI Criminal History Information Request Portal Response – available at <http://www.ok.gov/osbi/CriminalHistory/CHIRP>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/21/2021

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 HUB International Mid-America 9200 Ward Parkway Suite 500 Kansas City MO 64114		CONTACT NAME: Certificate Department PHONE (A/C, No, Ext): 816-708-4600 FAX (A/C, No): 816-203-4425 E-MAIL ADDRESS: HUB-KC.Certificates@HUBInternational.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Travelers Property Casualty Company of America	
		INSURER B: Missouri Employers Mutual Insurance Company	
		INSURER C: Previsor Insurance Co.	
		INSURER D: The Phoenix Insurance Company	
		INSURER E: Argonaut Insurance Company	
		INSURER F: The Travelers Indemnity Company	

COVERAGES **CERTIFICATE NUMBER:** 956900524 **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
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Cont. Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		DTC09M212947PHX22	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
F	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y		DT8109M3527472226	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP9M4229022226	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	MEG102108614 PRV300004003 WC928708285515	1/1/2022 1/1/2022 1/1/2022	1/1/2023 1/1/2023 1/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Oklahoma City and its Trust are as additional insured as respects all policies excluding Workers' Compensation as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

The City of Oklahoma City and its Trust
Procurement Services
100 N. Walker Suite 100 S.
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

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Vance Bros., Inc.

Bid Contact **Mark Brost**
tmckinzie@vancebrothers.com
Ph 816-923-4325
Fax 816-923-6472

Address **5201 Brighton**
Kansas City, MO 64130

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23604--01-01	Pourable Cold Applied Joint Sealer:Pourable Cold Applied Joint Sealer-Delivered ,Truckload				No Bids
23604--01-02	Pourable Cold Applied Joint Sealer:Pourable Cold Applied Joint Sealer-Delivered ,Less than Truckload				No Bids
23604--01-03	Pourable Cold Applied Joint Sealer:Pourable Cold Applied Joint Sealer Picked Up				No Bids
23604--01-04	Pourable Cold Applied Joint Sealer:Pourable Cold Applied Joint Sealer-Standby per Hour				No Bids
				Lot Total	\$0.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23604--02-01	Anionic Emulsified Asphalt SS-1: Anionic Emulsified Asphalt SS-1- Delivered ,Truckload	Supplier Product Code:	First Offer - \$2.71	1 / gallon	\$2.71 Y
23604--02-02	Anionic Emulsified Asphalt SS-1: Anionic Emulsified Asphalt SS-1- Delivered ,Less than Truckload	Supplier Product Code:	First Offer - \$2.77	1 / gallon	\$2.77 Y
23604--02-03	Anionic Emulsified Asphalt SS-1: Anionic Emulsified Asphalt SS-1- Picked up	Supplier Product Code:	First Offer - \$2.65	1 / gallon	\$2.65 Y
23604--02-04	Anionic Emulsified Asphalt SS-1: Anionic Emulsified Asphalt SS-1- Standby per Hour	Supplier Product Code:	First Offer - \$70.00	1 / hour	\$70.00 Y
				Lot Total	\$78.13
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23604--03-01	Cationic Emulsified Asphalt CRS2: Cationic Emulsified Asphalt CRS2- Delivered ,Truckload	Supplier Product Code:	First Offer - \$2.71	1 / gallon	\$2.71 Y

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23604--03-02	Cationic Emulsified Asphalt CRS2: Cationic Emulsified Asphalt CRS2- Delivered ,Less than Truckload	Supplier Product Code:	First Offer - \$2.77	1 / gallon	\$2.77	Y
23604--03-03	Cationic Emulsified Asphalt CRS2: Cationic Emulsified Asphalt CRS2- Picked up	Supplier Product Code:	First Offer - \$2.65	1 / gallon	\$2.65	Y
23604--03-04	Cationic Emulsified Asphalt CRS2: Cationic Emulsified Asphalt CRS2- Standby per Hour	Supplier Product Code:	First Offer - \$70.00	1 / hour	\$70.00	Y
Lot Total					\$78.13	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
23604--04-01	Rubberized Asphalt Emulsion Pavement Sealer:Rubberized Asphalt Emulsion Pavement Sealer - Delivered ,Truckload				No Bids	
23604--04-02	Rubberized Asphalt Emulsion Pavement Sealer:Rubberized Asphalt Emulsion Pavement Sealer - Delivered ,Less than Truckload				No Bids	
23604--04-03	Rubberized Asphalt Emulsion Pavement Sealer:Rubberized Asphalt Emulsion Pavement Sealer - Picked up				No Bids	
23604--04-04	Rubberized Asphalt Emulsion Pavement Sealer:Rubberized Asphalt Emulsion Pavement Sealer - Standby per Hour				No Bids	
Lot Total					\$0.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
23604--05-01	Hot Pour Joint Sealer:Hot Pour Joint Sealer- Delivered ,Truckload				No Bids	
23604--05-02	Hot Pour Joint Sealer:Hot Pour Joint Sealer- Delivered ,Less than Truckload				No Bids	
23604--05-03	Hot Pour Joint Sealer:Hot Pour Joint Sealer- Picked up				No Bids	
23604--05-04	Hot Pour Joint Sealer:Hot Pour Joint Sealer- Standby per Hour				No Bids	
Lot Total					\$0.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
23604--06-01	CRS-2S: CRS-2S- Delivered	Supplier Product	First Offer - \$3.11	1 / gallon	\$3.11	Y

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,Truckload		Code:					
23604--06-02	CRS-2S: CRS-2S- Delivered ,Less than Truckload	Supplier Product Code:	First Offer - \$3.17	1 / gallon	\$3.17	Y	
23604--06-03	CRS-2S: CRS-2S- Picked up	Supplier Product Code:	First Offer - \$3.05	1 / gallon	\$3.05	Y	
23604--06-04	CRS-2S: CRS-2S- Standby per Hour	Supplier Product Code:	First Offer - \$70.00	1 / hour	\$70.00	Y	
Lot Total					\$79.33		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs	
23604--07-01	Microsurfacing Raulmac, CCS-1HLM or equal: Natural Latex Polymer ,Synthetic will not be accepted-Delivered ,Truckload	Supplier Product Code:	First Offer - \$4.31	1 / gallon	\$4.31	Y	
23604--07-02	Microsurfacing Raulmac, CCS-1HLM or equal: Natural Latex Polymer ,Synthetic will not be accepted- Delivered , Less than Tru	Supplier Product Code:	First Offer - \$4.37	1 / gallon	\$4.37	Y	
23604--07-03	Microsurfacing Raulmac, CCS-1HLM or equal: Natural Latex Polymer ,Synthetic will not be accepted- Picked up	Supplier Product Code:	First Offer - \$4.25	1 / gallon	\$4.25	Y	
23604--07-04	Microsurfacing Raulmac, CCS-1HLM or equal: Natural Latex Polymer ,Synthetic will not be accepted- Standby per Hour	Supplier Product Code:	First Offer - \$70.00	1 / hour	\$70.00	Y	
Lot Total					\$82.93		
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs	
23604--08-01	Microsurfacing, Breaking Control Additive or equal:Microsurfacing, Breaking Control Additive or equal- Delivered ,Truckload				No Bids		
23604--08-02	Microsurfacing, Breaking Control Additive or equal:Microsurfacing, Breaking Control Additive or equal- Delivered ,Less than Trucklo				No Bids		
23604--08-03	Microsurfacing, Breaking Control Additive or equal:Microsurfacing, Breaking Control Additive or equal- Picked Up				No Bids		
23604--08-04	Microsurfacing, Breaking Control Additive or equal:Microsurfacing, Breaking Control Additive or equal- Standby per Hour				No Bids		

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					Lot Total	\$0.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs	
23604--09-01	Attachments: Bidder's Current W-9	Supplier Product Code:	First Offer -	1 / each	Y	Y	
					Lot Total	\$0.00	

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Supplier: Vance Bros., Inc.**Street Sealing Materials Questionnaire
Required for Bid Submission****Product Technical Support:**

All products within this document shall have Technical support provided by Bidder. The cost of Technical support shall be included in the base price of the product. Technical support shall include, but not be limited to, field performance, test reports, mix designs, compatibility with aggregate sources located at designated City Of Oklahoma City storage areas, shot rates of products, trouble shooting of products in field and/or lab and periodic testing of aggregates to ensure compatibility and quality of finished product. In the event an issue cannot be resolved by phone, a qualified Technical Support Representative shall make a field visit to evaluate issues and make necessary adjustments in writing to resolve issues. Refusal to comply with technical support shall be considered breach of contract.

Lab Location: 5201 Brighton Ave -KCMO 64130Is Lab Certified: Yes ☒ No ☐Contact Person for Technical Support: **Sherry Guo**Phone Number for Technical Support: **816-923-4325**Location of Technical Support Personnel: **Same as lab location**Estimated time of arrival for technical support upon notification:
24 hoursComply: Yes ☒ No ☐

Please enter any vendor comments on technical support: **Ty Mckinzie will be direct contact for technical support**

Plant Location(s) (Indicate your plant's general location is for delivering or picking up materials):**Oklahoma City – NW Quadrant**Address of Plant: **4908 N Bryant -OKC OK**Items Bid: **SS-1, CRS-2, CRS-2S, CSS-1HLM****Oklahoma City – SW Quadrant**Address of Plant: **4908 N Bryant -OKC OK**Items Bid: **SS-1, CRS-2, CRS-2S, CSS-1HLM****Oklahoma City – NE Quadrant**Address of Plant: **4908 N Bryant -OKC OK**Items Bid: **SS-1, CRS-2, CRS-2S, CSS-1HLM****Oklahoma City – SE Quadrant**C
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Address of Plant: **4908 N Bryant -OKC OK**

Items Bid: **SS-1, CRS-2, CRS-2S, CSS-1HLM**

Outside OKC Limits – North of OKC

Address of Plant: **4908 N Bryant -OKC OK**

Items Bid: **SS-1, CRS-2, CRS-2S, CSS-1HLM**

Outside OKC Limits – South of OKC

Address of Plant: **4908 N Bryant -OKC OK**

Items Bid: **SS-1, CRS-2, CRS-2S, CSS-1HLM**

Outside OKC Limits – East of OKC

Address of Plant: **4908 N Bryant -OKC OK**

Items Bid: **SS-1, CRS-2, CRS-2S, CSS-1HLM**

Outside OKC Limits – West of OKC

Address of Plant: **4908 N Bryant -OKC OK**

Items Bid: **SS-1, CRS-2, CRS-2S, CSS-1HLM**

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Vance Bros., Inc.

Item: **Attachments:Bidder's Current W-9**

Attachments

OKC W-9.pdf

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Solicitation 23604

Street Sealing Materials

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid 23604
Street Sealing Materials

Bid Number **23604**
Bid Title **Street Sealing Materials**
Expected Expenditure **\$250,000.00** (This price is expected - not guaranteed)

Bid Start Date **Apr 13, 2022 7:57:28 AM CDT**
Bid End Date **May 4, 2022 10:00:00 AM CDT**
Question & Answer
End Date **Apr 29, 2022 12:00:00 PM CDT**

Bid Contact **Billy Bray**
billy.bray@okc.gov

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

Bid Contact **Whitney Broesel**
Senior Buyer
whitney.broesel@okc.gov

Bid Contact **Alena Croy**
Purchasing Specialist
alena.croy@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 **INTENT: To obtain pricing agreement(s) for the City of Oklahoma City covering the cost of pick-up and delivery of street sealing materials to be delivered and/or picked-up in truck load and/or less than truck load quantities. It is anticipated the pricing agreement(s) will be effective on July 1, 2022. The current agreements expire on June 30, 2022.**

The Expected Expenditure amount of \$250,000 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 specifications as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such item 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.

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Item Response Form

Item **23604--01-01 - Pourable Cold Applied Joint Sealer: Pourable Cold Applied Joint Sealer-Delivered ,Truckload**
Lot Description **Pourable Cold Applied Joint Sealer**
Quantity **1 gallon**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter cost per gallon for Pourable Cold Applied Joint Sealer-Delivered ,Truckload

Item **23604--01-02 - Pourable Cold Applied Joint Sealer: Pourable Cold Applied Joint Sealer-Delivered ,Less than Truckload**
Lot Description **Pourable Cold Applied Joint Sealer**
Quantity **1 gallon**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter cost per gallon for Pourable Cold Applied Joint Sealer-Delivered ,Less than Truckload

Item **23604--01-03 - Pourable Cold Applied Joint Sealer: Pourable Cold Applied Joint Sealer Picked Up**
Lot Description **Pourable Cold Applied Joint Sealer**
Quantity **1 gallon**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter cost per gallon for Pourable Cold Applied Joint Sealer- Picked up

Item **23604--01-04 - Pourable Cold Applied Joint Sealer: Pourable Cold Applied Joint Sealer-Standby per Hour**
Lot Description **Pourable Cold Applied Joint Sealer**
Quantity **1 hour**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)

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N/A
Oklahoma City OK 73102
Qty 1

Description

Enter cost per hour for Pourable Cold Applied Joint Sealer- Standby

Item	23604--02-01 - Anionic Emulsified Asphalt SS-1: Anionic Emulsified Asphalt SS-1- Delivered ,Truckload
Lot Description	Anionic Emulsified Asphalt SS-1
Quantity	1 gallon
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

Enter cost per gallon for Anionic Emulsified Asphalt SS-1- Delivered ,Truckload

Item	23604--02-02 - Anionic Emulsified Asphalt SS-1: Anionic Emulsified Asphalt SS-1- Delivered ,Less than Truckload
Lot Description	Anionic Emulsified Asphalt SS-1
Quantity	1 gallon
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

Enter cost per gallon for Anionic Emulsified Asphalt SS-1- Delivered ,Less than Truckload

Item	23604--02-03 - Anionic Emulsified Asphalt SS-1: Anionic Emulsified Asphalt SS-1- Picked up
Lot Description	Anionic Emulsified Asphalt SS-1
Quantity	1 gallon
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

Enter cost per gallon for Anionic Emulsified Asphalt SS-1- Picked up

Item	23604--02-04 - Anionic Emulsified Asphalt SS-1: Anionic Emulsified Asphalt SS-1- Standby per Hour
Lot Description	Anionic Emulsified Asphalt SS-1
Quantity	1 hour

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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**

Enter cost per hour for Anionic Emulsified Asphalt SS-1- Standby

Item **23604--03-01 - Cationic Emulsified Asphalt CRS2: Cationic Emulsified Asphalt CRS2- Delivered ,Truckload****Lot Description** **Cationic Emulsified Asphalt CRS2****Quantity** **1 gallon**

Unit Price

Delivery Location

City of Oklahoma City and its Trusts[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter cost per gallon for Cationic Emulsified Asphalt CRS2- Delivered ,Truckload

Item **23604--03-02 - Cationic Emulsified Asphalt CRS2: Cationic Emulsified Asphalt CRS2- Delivered ,Less than Truckload****Lot Description** **Cationic Emulsified Asphalt CRS2****Quantity** **1 gallon**

Unit Price

Delivery Location

City of Oklahoma City and its Trusts[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter cost per gallon for Cationic Emulsified Asphalt CRS2- Delivered ,Less than Truckload

Item **23604--03-03 - Cationic Emulsified Asphalt CRS2: Cationic Emulsified Asphalt CRS2- Picked up****Lot Description** **Cationic Emulsified Asphalt CRS2****Quantity** **1 gallon**

Unit Price

Delivery Location

City of Oklahoma City and its Trusts[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter cost per gallon for Cationic Emulsified Asphalt CRS2- Picked up

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Item **23604--03-04 - Cationic Emulsified Asphalt CRS2: Cationic Emulsified Asphalt CRS2-Standby per Hour**
Lot Description **Cationic Emulsified Asphalt CRS2**
Quantity **1 hour**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter cost per hour for Cationic Emulsified Asphalt CRS2- Standby

Item **23604--04-01 - Rubberized Asphalt Emulsion Pavement Sealer: Rubberized Asphalt Emulsion Pavement Sealer -Delivered ,Truckload**
Lot Description **Rubberized Asphalt Emulsion Pavement Sealer**
Quantity **1 gallon**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter cost per gallon for Rubberized Asphalt Emulsion Pavement Sealer -Delivered ,Truckload

Item **23604--04-02 - Rubberized Asphalt Emulsion Pavement Sealer: Rubberized Asphalt Emulsion Pavement Sealer -Delivered ,Less than Truckload**
Lot Description **Rubberized Asphalt Emulsion Pavement Sealer**
Quantity **1 gallon**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter cost per gallon for Rubberized Asphalt Emulsion Pavement Sealer -Delivered ,Less than Truckload

Item **23604--04-03 - Rubberized Asphalt Emulsion Pavement Sealer: Rubberized Asphalt Emulsion Pavement Sealer -Picked up**
Lot Description **Rubberized Asphalt Emulsion Pavement Sealer**
Quantity **1 gallon**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A

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Oklahoma City OK 73102

Qty 1**Description**

Enter cost per gallon for Rubberized Asphalt Emulsion Pavement Sealer -Picked up

Item	23604--04-04 - Rubberized Asphalt Emulsion Pavement Sealer: Rubberized Asphalt Emulsion Pavement Sealer -Standby per Hour
Lot Description	Rubberized Asphalt Emulsion Pavement Sealer
Quantity	1 hour
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

Enter cost per hour for Rubberized Asphalt Emulsion Pavement Sealer -Standby

Item	23604--05-01 - Hot Pour Joint Sealer: Hot Pour Joint Sealer- Delivered ,Truckload
Lot Description	Hot Pour Joint Sealer
Quantity	1 gallon
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

Enter cost per gallon for Hot Pour Joint Sealer- Delivered ,Truckload

Item	23604--05-02 - Hot Pour Joint Sealer: Hot Pour Joint Sealer- Delivered ,Less than Truckload
Lot Description	Hot Pour Joint Sealer
Quantity	1 gallon
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

Enter cost per gallon for Hot Pour Joint Sealer- Delivered ,Less than Truckload

Item	23604--05-03 - Hot Pour Joint Sealer: Hot Pour Joint Sealer- Picked up
Lot Description	Hot Pour Joint Sealer
Quantity	1 gallon
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

Enter cost per gallon for Hot Pour Joint Sealer- Picked up

Item **23604--05-04 - Hot Pour Joint Sealer: Hot Pour Joint Sealer- Standby per Hour**

Lot Description **Hot Pour Joint Sealer**

Quantity **1 hour**

Unit Price

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

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

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter cost per hour for Hot Pour Joint Sealer- Standby

Item **23604--06-01 - CRS-2S: CRS-2S- Delivered ,Truckload**

Lot Description **CRS-2S**

Quantity **1 gallon**

Unit Price

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

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

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter cost per gallon for CRS-2S- Delivered ,Truckload

Item **23604--06-02 - CRS-2S: CRS-2S- Delivered ,Less than Truckload**

Lot Description **CRS-2S**

Quantity **1 gallon**

Unit Price

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

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

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter cost per gallon for CRS-2S- Delivered ,Less than Truckload

Item **23604--06-03 - CRS-2S: CRS-2S- Picked up**

Lot Description **CRS-2S**

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

Description

Enter cost per gallon for CRS-2S- Picked up

Item **23604--06-04 - CRS-2S: CRS-2S- Standby per Hour**
Lot Description **CRS-2S**
Quantity **1 hour**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter cost per hour for CRS-2S- Standby

Item **23604--07-01 - Microsurfacing Raulmac, CCS-1HLM or equal: Natural Latex Polymer ,Synthetic will not be accepted-Delivered ,Truckload**
Lot Description **Microsurfacing Raulmac, CCS-1HLM or equal**
Quantity **1 gallon**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter cost per gallon for Natural Latex Polymer ,Synthetic not accepted-Delivered ,Truckload

Item **23604--07-02 - Microsurfacing Raulmac, CCS-1HLM or equal: Natural Latex Polymer ,Synthetic will not be accepted- Delivered , Less than Tru**
Lot Description **Microsurfacing Raulmac, CCS-1HLM or equal**
Quantity **1 gallon**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter cost per gallon for Natural Latex Polymer ,Synthetic not accepted- Delivered ,Less than Truckload

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Item	23604--07-03 - Microsurfacing Raulmac, CCS-1HLM or equal: Natural Latex Polymer ,Synthetic will not be accepted- Picked up
Lot Description	Microsurfacing Raulmac, CCS-1HLM or equal
Quantity	1 gallon
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

Enter cost per gallon for Natural Latex Polymer ,Synthetic not accepted- Picked up

Item	23604--07-04 - Microsurfacing Raulmac, CCS-1HLM or equal: Natural Latex Polymer ,Synthetic will not be accepted- Standby per Hour
Lot Description	Microsurfacing Raulmac, CCS-1HLM or equal
Quantity	1 hour
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

Enter cost per hour Natural Latex Polymer ,Synthetic not accepted- Standby

Item	23604--08-01 - Microsurfacing, Breaking Control Additive or equal: Microsurfacing, Breaking Control Additive or equal- Delivered ,Truckload
Lot Description	Microsurfacing, Breaking Control Additive or equal
Quantity	1 gallon
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

Enter cost per gallon for Microsurfacing Breaking Control Additive or equal- Delivered ,Truckload

Item	23604--08-02 - Microsurfacing, Breaking Control Additive or equal: Microsurfacing, Breaking Control Additive or equal- Delivered ,Less than Truckload
Lot Description	Microsurfacing, Breaking Control Additive or equal
Quantity	1 gallon
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**

Enter cost per gallon for Microsurfacing Breaking Control Additive or equal- Delivered ,Less than Truckload

Item

23604--08-03 - Microsurfacing, Breaking Control Additive or equal: Microsurfacing, Breaking Control Additive or equal- Picked Up

Lot Description

Microsurfacing, Breaking Control Additive or equal

Quantity

1 gallon

Unit Price

Delivery Location

City of Oklahoma City and its Trusts[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter cost per gallon for Microsurfacing Breaking Control Additive or equal- Picked Up

Item

23604--08-04 - Microsurfacing, Breaking Control Additive or equal: Microsurfacing, Breaking Control Additive or equal- Standby per Hour

Lot Description

Microsurfacing, Breaking Control Additive or equal

Quantity

1 hour

Unit Price

Delivery Location

City of Oklahoma City and its Trusts[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter cost per hour for Microsurfacing Breaking Control Additive or equal- Standby

Item

23604--09-01 - 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 W-9 on the most current IRS FORM.

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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

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 ← ←

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

TO BE COMPLETED BY THE NOTARY:

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

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

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

My Commission
Number:
[Oklahoma] Type Name of Notary Public
My Commission
Expires:
[Date/Year]

[49 Okla. Stat. 2011 §119]

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

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

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

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BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID

SUPPLIER CONTACT INFORMATION

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

Sales Contact:

Company Name:
Address:

Contact Person: Email Address:
Telephone Number: Fax Number:

Billing Contact:

Company Name:
Address:

Contact Person: Email Address:
Telephone Number: Fax Number:

Service Contact:

Company Name:
Address:

Contact Person: Email Address:
Telephone Number: Fax Number:

After Hours Emergency Number(s)
After Hours Emergency Number(s)
After Hours Emergency Number(s)
After Hours Emergency Number(s)

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CONTRACTOR/VENDOR BACKGROUND CHECKS FOR ACCESS TO OR WORK IN CITY AND TRUST BUILDINGS AND STRUCTURES

The City has established a policy to better secure City and/or Trust owned or operated buildings and structures by requiring background and fingerprint checks of Non-City employees as a condition precedent to entering City and/or Trust buildings and structures. **Contractor/vendor employees and agents who will be required to enter City and Trust buildings and structures to perform a City or Trust Contract will be required to obtain and provide an Oklahoma State Bureau of Investigation background and fingerprint check to the General Service Director or designee before such Contractor/Vendor employee or agent will be permitted to enter City and/or Trust buildings and structures unescorted, at their cost.**

The General Services Director will establish and maintain a list of Non-City employees authorized to enter City and/or Trust buildings and structures. Background and fingerprint records will be maintained by the General Services Department in a secure location within the City's internal network. Said records will be destroyed within sixty days of: 1) final acceptance by the City Council in the case of construction projects, 2) termination or expiration of a procurement pricing agreement, 3) termination or expiration of an engineering, architectural or planner agreement, or 4) termination or expiration of a professional services agreement, unless the Contractor/Vendor has another contractor or agreement. The City reserves the right and authorizes the General Services Director or designee to request and require any such background check be updated and resubmitted. In addition, the Contractor/Vendor acknowledges and agrees that Contractor/Vendor employees and agents will be asked to verify their identity with a government issued picture identification (Driver's License, Passport, Oklahoma issued Identification Card) from the employee or agent's state of residence to enter City and/or Trust owned or operated buildings and structures.

Arrest and/or conviction records may disqualify Contractor/Vendor employees or agents from access or for work in City or Trust buildings and structures.

In addition to the Sex Offenders Registration Act (57 O.S. Section 581 *et seq.*) and the Mary Rippey Violent Crime Offenders Registration Act (57 O.S. Section 591 *et seq.*), the following criteria will be used when reviewing Contractor/Vendor employee or agent requests for building access:

- (a) Any unpardoned felony conviction or plea of nolo contendere may be disqualifying, depending on the nature of the conviction and the relation to the scope of the contract or price agreement, except under the following circumstances:
1. Access to City or Trust buildings and structures is contingent upon successful completion of two (2) years of a deferred or suspended sentence (if the sentence exceeds two (2) years), otherwise, after successfully serving the complete sentence. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom the individual has worked within the last two years. Situations where the applicant is unable to provide a written reference from an employer with whom the individual has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.
 2. Applicants convicted of a felony and ordered to serve time with the Department of Corrections may be eligible for access, depending on the nature of the conviction and the position sought, two (2) years from the date of parole. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom he or she has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.

- (b) Any unpardoned conviction(s) involving the following offenses may be disqualifying: moral turpitude; non-consensual sex acts; distribution or trafficking of controlled dangerous substances; assault and battery with a dangerous weapon, or any offense involving a minor as a victim.
- (c) Any applicant who has been convicted of a felony, is a current defendant of a Victim Protection Order (VPO) or has been convicted of a misdemeanor crime of Domestic Violence, will not be considered for facility access. Misdemeanor convictions and traffic violations will be evaluated on an individual basis and may be disqualifying.
- (d) Any applicant with a pending felony or misdemeanor charge (other than minor traffic violations) will be ineligible for access, until a final disposition of the charge is made.
- (e) Any conviction that has been pardoned or expunged cannot be considered in a facility access decision.

If it is determined that information obtained through the applicant's OSBI criminal records check makes the applicant unsuitable for access to City or Trust buildings or structures, the General Services Department will notify the applicant immediately and provide a copy of any criminal record information.

- (a) The applicant will be given seven (7) business days to provide information that negates the validity and relevance of the criminal record. If the information obtained through the criminal records check cannot be invalidated by the applicant, the applicant will be denied facility access.
- (b) In determining an applicant's suitability for facility access, the General Services Department will consider information including, but not limited to the following:
 - 1. Relevance of the crime to the proposed work to be performed.
 - 2. Nature of the work to be performed;
 - 3. Recency of the conviction;
 - 4. Sensitivity of and potential risk to accessible information, systems, or equipment; and
 - 5. Potential risk or threat to City employees.

Upon approval of a contract or agreement by the City Council/Trust, the successful Contractor(s)/Vendor(s) will be required to submit to the General Services Department the following completed documents for **each** employee requiring access to City or Trust buildings and structures to fulfill the terms of the contract or agreement.

- 1. Non-Employee Building Access Request Form – available upon request at (405) 297-2123
- 2. OSBI Criminal History Information Request Portal Response – available at <http://www.ok.gov/osbi/CriminalHistory/CHIRP>

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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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(Published in *The Journal Record* on April 13th, 2022)**NOTICE TO BIDDERS**

Notice is hereby given that 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 4th day of May, 2022, for the following:

BID23604 - Street Sealing 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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**Street Sealing Materials Questionnaire
Required for Bid Submission****Product Technical Support:**

All products within this document shall have Technical support provided by Bidder. The cost of Technical support shall be included in the base price of the product. Technical support shall include, but not be limited to, field performance, test reports, mix designs, compatibility with aggregate sources located at designated City Of Oklahoma City storage areas, shot rates of products, trouble shooting of products in field and/or lab and periodic testing of aggregates to ensure compatibility and quality of finished product. In the event an issue cannot be resolved by phone, a qualified Technical Support Representative shall make a field visit to evaluate issues and make necessary adjustments in writing to resolve issues. Refusal to comply with technical support shall be considered breach of contract.

Lab Location: Is Lab Certified: Yes ☐ No ☐Contact Person for Technical Support: Phone Number for Technical Support: Location of Technical Support Personnel:

Estimated time of arrival for technical support upon notification:

Comply: Yes ☐ No ☐Please enter any vendor comments on technical support: **Plant Location(s) (Indicate your plant's general location is for delivering or picking up materials):****Oklahoma City – NW Quadrant**Address of Plant: Items Bid: **Oklahoma City – SW Quadrant**Address of Plant: Items Bid: C
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Oklahoma City – NE Quadrant

Address of Plant:

Items Bid:

Oklahoma City – SE Quadrant

Address of Plant:

Items Bid:

Outside OKC Limits – North of OKC

Address of Plant:

Items Bid:

Outside OKC Limits – South of OKC

Address of Plant:

Items Bid:

Outside OKC Limits – East of OKC

Address of Plant:

Items Bid:

Outside OKC Limits – West of OKC

Address of Plant:

Items Bid:

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

**ELECTRONIC BID PACKET
STREET SEALING MATERIALS
TABLE OF CONTENTS**

GENERAL INSTRUCTION AND REQUIREMENTS FOR BIDDERS.....	1
OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION	3
BID SPECIFICATIONS.....	4
INTENT	5
SCOPE OF PRICING AGREEMENT/CONTRACT.....	5
SUBSTITUTE OFFERS.....	5
CONTRACTING ENTITY	5
BIDDER.....	5
PRICING AGREEMENT/CONTRACT PERIOD.....	5
PRICING AGREEMENT/CONTRACT RENEWAL OPTION	5
DELIVERY.....	6
INSPECTION AND ACCEPTANCE AT DESTINATION	6
F.O.B. DESTINATION	6
COMMERCIAL PACKAGING.....	6
ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE)	6
ORDER OF PRECEDENCE	7
PAYMENT METHODS.....	7
PAYMENT/INVOICE.....	8
WARRANTY	8
GENERAL PROVISIONS	9
SAFETY DATA SHEETS.....	9
OTHER PROVISIONS.....	10
TECHNICAL PROVISIONS	12
LETTER OF AUTHORIZATION.....	18

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2
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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.

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

STREET SEALING MATERIALS

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**BID SPECIFICATIONS
STREET SEALING MATERIALS
Instructions to Bidders**

INTENT: To obtain pricing agreement(s) for the City of Oklahoma City covering the cost of pick-up and delivery of street sealing materials to be delivered and/or picked-up in truck load and/or less than truck load quantities. It is anticipated the pricing agreement(s) will be effective on July 1, 2022. The current agreements expire on June 30, 2022.

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.

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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 accountspayable@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.

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: Billy Bray, Buyer
100 North Walker, 2nd Floor
Oklahoma City, OK 73102
billy.bray@okc.gov

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BID SPECIFICATIONS

Technical Provisions

INTENT: To obtain pricing agreement(s) for the Contracting Entity covering the cost of pick-up and delivery of street sealing materials to be delivered and/or picked-up in truck load and/or less than truck load quantities.

1. Pourable Cold Applied Joint Sealer (Emulsion for Crack Sealing)

- a. These specifications cover Pourable Cold Applied Joint Sealer.
- b. The material shall meet the requirements specified in ODOT Specifications 701.08 Table 4.2.
- c. Certified test reports shall be submitted with each delivery.
- d. Price per unit shall include full compensation for materials, technical support, certified test reports and delivery to City of Oklahoma City Storage areas as designated.

2. Anionic Slow Set Emulsion (SS-1)

- a. The Emulsified Asphalt specification shall conform with Contracting Entity table 931.03.03 And ODOT table 708.03.

TABLE 931.03.03 – REQUIREMENTS AND TYPICAL APPLICATIONS FOR EMULSIFIED ASPHALT HIGH FLOAT, SLOW SETTING												
TYPE	HIGH FLOAT								SLOW SETTING			
GRADE	HFMS- 1		HFMS- 2		HFMS- 2h		HFMS- 2s		SS- 1		SS- 1h	
TEST	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Residue by distillation, %	55	...	65	...	65	...	65	...	57	...	57	...
Tests on residue from distillation test:												
Viscosity, 140° F	40	120	40	120	160	480 ^b	20	60	40	120	160	480 ^b
Penetration, 77° F	100	200	100	200	40	90	200	...	100	200	40	90
Ductility, 25° C,	40	...	40	...	40	...	40	...	40	...	40	...
Solubility in Trichloroethylene, %	97.5	...	97.5	...	97.5	...	97.5	...	97.5	...	97.5	...
Float test, 140° F	1200	...	1200	...	1200	...	1200	...	...	...	...	...
Typical applications c :												
HFMS- 1: Cold plant mix, road mix, sand seal coat, crack treatment, tack coat.												
HFMS- 2: Cold plant mix, coarse aggregate seal coat (single and multiple), crack treatment, road mix, tack coat, and seal.												
HFMS- 2h: Cold plant mix, hot plant mix, coarse aggregate seal (single and multiple), crack treatment, road mix, tack coat.												
HFMS- 2s: Dense- graded cold plant mix and road mix, stockpile mix, crack treatment, patching mix.												
SS-1& SS-1h: Cold plant mix, road mix, slurry seal coat, tack coat, fog seal, dust layer, mulch.												
^a The demulsibility test shall be made within 30 days from date of shipment.												
^b Variability will be limited to ± 60 Pa·s from the target value established by the manufacturer.												
^c These typical applications are for use only as a guide for selecting and using emulsion for pavement construction and maintenance.												

- b. Certified test reports shall be submitted upon request.

Anionic Slow Set Emulsified Asphalt (SS-1) must be obtainable from the Bidder's storage tanks within the corporate boundaries of Oklahoma City and/or if storage tanks are not available within the corporate boundaries of Oklahoma City, Bidder must be able to provide material to a specified jobsite within one hour of scheduled delivery time.

The Anionic Slow Set Emulsified Asphalt (SS-1) shall be delivered to any location within the corporate boundaries of Oklahoma City as designated at the time of a specific material order.

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The contract base bid per gallon for anionic emulsified asphalt (SS-1) shall include full compensation for the material, certified test reports, technical support pumping charges, and a four-hour standby time for the Bidder's equipment and operator. It shall be the responsibility of the Bidder to ensure that the transport company's trailers, and plant loading lines are free from contaminates. The contract base bid per hour over and above the four-hour standby time shall include full compensation for Bidder's equipment and operator. FAILURE TO BID THIS ITEM WILL BE CONSIDERED A SUBMISSION OF A NO CHARGE FOR OVER FOUR HOUR STANDBY TIME.

3. Cationic Emulsified Asphalt (CRS-2) Rapid Setting

- a. These Emulsified Asphalt specifications shall conform to ODOT 708.03 Table 3B and City of Oklahoma City Table 931.03.04.

TABLE 931.03.04 – REQUIREMENTS AND TYPICAL APPLICATIONS FOR CATIONIC EMULSIFIED ASPHALT								
The emulsified asphalt shall be homogeneous. Within 30 days after delivery and provided separation has not been caused by freezing, the emulsified asphalt shall be homogeneous after thorough mixing								
TYPE	RAPID- SETTING				MEDIUM- SETTING			
GRADE	CRS- 1		CRS- 2		CMS-1		CMS- 2	
TEST	MIN	MAX	MIN	MAX	MIN	MAX	MIN	MAX
Tests on emulsions:								
Viscosity, Saybolt Furol, 77° F	...	...	...	...	...	...	...	...
Viscosity, Saybolt Furol, 122° F	20	100	150	400	50	500	50	450
Storage stability test ^a , 24- h,	...	1	...	1	...	1	...	1
Demulsibility ^a , 35ml 0.8%								
Sodium dioctyl sulfosuccinate %	40	...	40	...	...	...	...	...
Classification test	Passes		Passes					
Coating ability and water resistance:								
Coating	...	...	...	...	Good		Good	
Coating retention	...	...	...	...	Fair		Fair	
Particle charge test	Pos		Pos		Pos		Pos	
Sieve test, %	...	0.1	...	0.1	...	0.1	...	0.1
Cement mixing test,	...	...	...	...	...	...	...	...
Distillation:								

Certified test reports shall be submitted upon request.

Cationic Emulsified Asphalt (CRS-2) must be obtainable from the Bidder's storage tanks within the corporate boundaries of Oklahoma City and/or if storage tanks are not available within the corporate boundaries of Oklahoma City, Bidder must be able to provide material to a specified jobsite within one hour of scheduled delivery time.

The Cationic Emulsified Asphalt (CRS-2) shall be delivered to any location within the corporate boundaries of Oklahoma City as designated at the time of a specific material order.

The contract base bid per gallon for cationic emulsified asphalt (CRS-2) shall include full compensation for the material, certified test reports, technical support pumping charges, and a four-hour standby time for the Bidder's equipment and operator. It shall be the responsibility of

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the Bidder to ensure that the transport company's trailers and plant loading lines are free from contaminates. The contract base bid per hour over and above the four-hour standby time shall include full compensation for Bidder's equipment and operator. FAILURE TO BID THIS ITEM WILL BE CONSIDERED A SUBMISSION OF A NO CHARGE FOR OVER FOUR-HOUR STANDBY TIME.

4. Rubberized asphalt emulsion pavement sealer (TRMSS or like material)

- a. The rubberized asphalt emulsion pavement sealer must contain a minimum of 10% of recycled tire rubber.
- b. The rubberized asphalt must be homogenous, not separate after thorough mixing, and meet the requirements for TRMSS in Table 11A.
- c. Certified test reports shall be submitted upon request.

Table 11A

TRMSS

Property	Test Procedure	Min	Max
Tire rubber content, %		10	--
Viscosity, Krebs unit, 77°F, Krebs units	D 562	45	75
Softening point, °F	T 53 ¹	250	--
Uniformity	D 2939	Pass ²	
Resistance to heat	D 2939	Pass ³	
Resistance to water	D 2939	Pass ⁴	
Wet flow, mm	D 2939	--	0
Resistance to Kerosene (optional) ⁵	D 2939	Pass ⁶	
Ultraviolet exposure, UVA-340, 0.77 W/m ² , 50°C, 8 hr UV light, 5 min spray, 4hr 55 min condensation, 1000 hr total exposure	G 154	Pass ⁷	
Abrasion loss, 1.6 mm thickness, TRMSS liquid only, %	ISSA TB-100	--	1.0
Residue by evaporation, % by weight	D 2939	33	--
Tests on residue from evaporation: Penetration, 77°F, 100 g, 5 sec.	T 49	15	30
Flash point, Cleveland open cup, °F	T 48	500	
Tests on base asphalt before emulsification Solubility in trichloroethylene, %	T 44	98	--

¹ Cure the TRMSS emulsion in the softening point ring in a 200°F ± 5°F forced draft oven for 120 min.

² Product shall be homogenous and show no separation or coagulation that cannot be overcome by moderate stirring.

³ No sagging or slippage of film beyond the initial reference line.

⁴ No blistering or re-emulsification.

⁵ Recommended for airport applications or where fuel resistance is desired.

⁶ No absorption of Kerosene into the clay tile past the sealer film. Note sealer surface condition and loss of adhesion.

⁷ No cracking, chipping, surface distortion or loss of adhesion. No color fading or lightening.

The rubberized asphalt emulsion pavement sealer must be obtainable from the Bidder's storage tanks within the corporate boundaries of Oklahoma City and/or if storage tanks are not available within the corporate boundaries of Oklahoma City, Bidder must be able to provide material to a specified job site within one hour of scheduled delivery time.

The rubberized asphalt emulsion pavement sealer shall be delivered to any location within the corporate boundaries of Oklahoma City as designated at the time of a specific material order.

The contract base bid price per gallon for Rubberized asphalt emulsion pavement sealer shall include full compensation for material, certified test reports, Technical support, pumping charges and a four-hour standby time for the Bidder's equipment and operator. It shall be the responsibility of the Bidder to ensure that the transport company's trailers and plant loading lines are free from

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contaminates. The contract base bid price per hours for over and above the four-hour standby time for the Bidder's equipment and operator. FAILURE TO SUBMIT BID FOR THIS ITEM WILL BE CONSIDERED A SUBMISSION OF NO CHARGE FOR OVER FOUR-HOUR STANDBY TIME.

5. Hot Pour Joint Sealer

- a. Must be equal to Crafco AR+34241 or Sorco Products Rubber Asphalt 9075 Flex-a-fill.
- b. Must meet the requirements of The Contracting Entity Specification 932.08 (E) or ODOT 701.8 (E). Must be suitable for meter pump equipment. Must be suitable for both asphalt and concrete streets.
- c. Must be able to pour in below freezing temperature.

Pour point shall be at least 20 degrees lower than the safe-heating temperature of material being used. Hot Pour Joint Sealer must be obtainable from the Bidder's storage area within the corporate boundaries of Oklahoma City and/or if storage area is not available within the corporate boundaries of Oklahoma City, Bidder must be able to provide scheduled delivery time.

The contract base bid price per specified unit shall include the cost of material, delivery to 3738 SW 15th St. (Central Maintenance Facility) and certified test reports.

Packaging of Hot Pour Joint Sealer shall be in thirty-pound disposable boxes.

6. CRS-2S

Must meet the Specifications of The Contracting Entity Table 931.03.05 or ODOT 708.03 Table 3C.

- Viscosity, Saybolt Furol 122°F (25°C) 125-400
- Settlement test, 5 Day %, <5%
- Particle charge test, Positive
- Sieve test %, <0.10
- Demulsibility, % >60
- Oil distillate by volume of emulsion, % < 2
- Test on residue from distillation test
- Penetration, 77°F 100-200
- Ductility, 40°F (4°C) 5 Cm/min, cm >30
- Softening Point, Ring and Ball, °F (°C) >112 (44)
- Elastic Recovery 50°F (10°C), % >58
- Tensile Strength at 800% elongation, 40°F (4°C), 50Cm/min kPa >196
- Ash Content % <1.0

CRS-2S must be obtainable from the Bidder's storage tanks within the corporate boundaries of Oklahoma City and/or if storage tanks are not available within the corporate boundaries of Oklahoma City, Bidder must be able to provide material to a specified job site within one hour of scheduled delivery time.

The contract base bid price per gallon for CRS-2S shall include full compensation for material, certified test reports, Technical support, pumping charges and a four-hour standby time for the Bidder's equipment and operator. It shall be the responsibility of the Bidder to ensure that the transport company's trailers and plant loading lines are free from contaminants. The contract base bid price per hours for over and above the four-hour standby time for the Bidder's equipment and operator. FAILURE TO SUBMIT BID FOR THIS ITEM WILL BE CONSIDERED A SUBMISSION OF NO CHARGE FOR OVER FOUR-HOUR STANDBY TIME.

7. **Asphalt Emulsified Prime (AEP)**

<u>Test on Emulsion</u>	<u>Minimum</u>	<u>Maximum</u>
Viscosity, SSF @ 77degree F		
Sieve Test, 20 mesh, %	20	0.10
<u>Test on Residue from Distillation (D)</u>		
Penetration, 77-degree F		
Residue	300	45

The Asphalt Emulsified Prime must be obtainable from the Bidder's storage tanks within the corporate boundaries of Oklahoma City and/or if storage tanks are not available within the corporate boundaries of Oklahoma City, Bidder must be able to provide materials to a specified job site within one hour of scheduled delivery time. These materials shall be delivered in insulated motor transport equipment with pumping equipment.

The contract base bid price per gallon for Asphalt Emulsified Prime shall include full compensation for material, certified test reports, technical support, pumping charges and a four-hour standby time for the Bidder's equipment and operator. It shall be the responsibility of the Bidder to ensure that the transport company's trailers, and plant loading lines are free from contaminants. The contract base bid price per hours for over and above the four-hour standby time for the Bidder's equipment and operator. FAILURE TO SUBMIT BID FOR THIS ITEM WILL BE CONSIDERED A SUBMISSION OF NO CHARGE FOR OVER FOUR-HOUR STANDBY TIME.

8. **Micro surfacing Emulsion:**

RALUMAC, CSS-1HLM with NATURAL LATEX Polymers. (Only Natural Latex Polymer will be accepted), BREAKING CONTROL ADDITIVE or equal. Shall meet the Specifications of The Contracting Entity section 303 and Table 931.03.05 or ODOT Section 707 and 708.03 Table 3C.

Test on Emulsion

- Viscosity, Saybolt Furol, 77° Min. 20 Max. 100
- Storage stability test, 24-h,% Max 1
- Particle Charge test, Positive
- Sieve test, Max. 0.1
- Distillation
- Oil distillate by volume of emulsion % Max. 0.5
- Residue %, Min.62
- Test on residue from Emulsion
- Viscosity, 140°F (60°C) Pa's Min. 8000

- Penetration 77° F (25°C) Min.40 Max 90
- Ductility, 77°F (25°C),5cm/min,cm, Min70
- Softing point ring and ball, °F (°C) Min. 135 (57)
- Solubility in Trichloroethylene %, Min. 97

Micro surfacing Emulsion must be obtainable from the Bidder's storage tanks within the corporate boundaries of Oklahoma City and/or if storage tanks are not available within the corporate boundaries of Oklahoma City, Bidder must be able to provide material to a specified job site within one hour of scheduled delivery time.

The contract base bid price per gallon for Micro Surfacing Emulsion shall include full compensation for material, certified test reports, Technical support, pumping charges and a four-hour standby time for the Bidder's equipment and operator. It shall be the responsibility of the Bidder to ensure that the transport company's trailers and plant loading lines are free from contaminates. The contract base bid price per hours for over and above the four-hour standby time for the Bidder's equipment and operator. FAILURE TO SUBMIT BID FOR THIS ITEM WILL BE CONSIDERED A SUBMISSION OF NO CHARGE FOR OVER FOUR-HOUR STANDBY TIME.

9. Product Technical Support:

All products within this document shall have Technical support provided by Bidder. The cost of Technical support shall be included in the base price of the product. Technical support shall include but not be limited to, field performance, test reports, mix designs, compatibility with aggregate sources located at designated Contracting Entity storage areas, shot rates of products, trouble shooting of products in field and /or lab and periodic testing of aggregates to ensure compatibility and quality of finished product. In the event an issue cannot be resolved by phone, a qualified Technical Support Representative shall make a field visit to evaluate issues and make necessary adjustments in writing to resolve issues. Refusal to comply with technical support shall be considered breach of contract.

The Street Sealing Materials Questionnaire must be completed prior to submitting a bid.

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

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

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

City of Oklahoma City or related Public Trust:

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

Sincerely,

Signature of Authorized Agent

Print Title

Date

Print Name

Email Address: _____

Title: (must be checked)

- ☐ Owner
- ☐ Chief Executive Officer [CEO]
- ☐ Chairman or Chairman of the Board
- ☐ President
- ☐ Vice-President

- ☐ Treasurer
- ☐ Corporate Secretary
- ☐ Assistant Secretary
- ☐ Secretary-Treasurer

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

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Question and Answers for Bid #23604 - Street Sealing Materials

Overall Bid Questions

There are no questions associated with this bid.

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