

April 28, 2025

Bid Number: 25.155

QuestCDN Project Number: 9668331

CONCRETE

The City of Broken Arrow is inviting proposals to provide an **CONCRETE** in accordance with the terms and conditions detailed herein. Additional annual terms may be granted at the discretion of the City Council.

If you or your firm is interested in participating in the solicitation and review process, please submit a copy of your bid, including a description of your services and fees then return it to:

- If you or your firm are interested in participating in this solicitation, please submit your bid electronically through QuestCDN. Paper bids will not be accepted.
- Complete digital project documents are available at: QuestCDN Project Page or by visiting www.QuestCDN.com and entering the QuestCDN Project Number: 9668331in the project search.
- Bid Deadline: All bids must be submitted via QuestCDN no later than <u>Thursday</u>,
 10:30 a.m. CST on May 22, 2025
- Late submissions will not be accepted. Bid Opening: Bids will be publicly opened at 11:00 a.m. CST on the same day. The opening will be live-streamed and recorded at:
- Virtual Bid Opening City of Broken Arrow For technical assistance, contact QuestCDN at 952-233-1632 or info@questcdn.com.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the Broken Arrow City Council Meeting. Purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities; therefore, it should be noted that all other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. The successful proposer shall understand; however, that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the City of Broken Arrow City Council.

Questions or additional information requests should be directed to the City of Broken Arrow

City of Broken Arrow - Purchasing Department Attention: Blake Dampf, Purchasing Manager 918-259-7000 ext. 7366

PURPOSE: City of Broken Arrow is seeking proposals for the **CONCRETE** for the **City of Broken Arrow** according to the terms and conditions set forth in this **Bid Number: 25.155** with **QuestCDN Project Number: 9668331.**

- 1. CONTRACT AWARD: The City of Broken Arrow reserves the right to select the most advantageous bid and may award multiple vendors the contract at the discretion of the Broken Arrow City Council.
- 2. PERIOD OF CONTRACT PERFORMANCE (Annual contracts only): The period of performance for services subject to this solicitation and any resulting contract shall be from award through June 30, 2025, to include at the option of the City of Broken Arrow, one-year annual renewal periods:

7/1/2025 to 6/30/2026 7/1/2026 to 6/30/2027 7/1/2027 to 6/30/2028 7/1/2028 to 6/30/2029 7/1/2029 to 6/30/2030

- 3. CONTRACT ADMINISTRATOR: The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: Blake Dampf, Purchasing Manager.
- 4. QUESTIONS REGARDING THE BID: Questions regarding this bid must be submitted electronically through QuestCDN. No other form of communication (including email or phone) will be accepted for bid-related questions. To submit a question, log in to your QuestCDN account, locate the project using QuestCDN Project Number: 9668331, and use the Q&A feature associated with the project listing.

All questions must be submitted by 10:30 a.m. CST on <u>May 21, 2025</u> and must specifically reference the section of the bid documents in question. Questions received after this deadline may not be addressed.

Responses to all properly submitted questions will be posted on QuestCDN and distributed to all known Planholders to ensure a fair and transparent process. Only information provided through QuestCDN's Q&A feature and formal addenda shall be considered official. Any changes to the bid documents will be issued as written addenda to the solicitation, and no verbal statements or answers will modify the terms or conditions of the bid.

Attempts to communicate outside the designated process may result in disqualification.

- 5. STATEMENT OF NEED: The contractor shall be capable of providing an CONCRETE listed in the contractor's BID response, in accordance with the terms and conditions stated herein.
- **6. GENERAL PERFORMANCE TASKS**: The contractor shall be responsible for the following minimum general requirements:
 - 1. All concrete mixes and additives must meet or exceed ASTM standards for Oklahoma. The supplier shall provide mix designs and technical data sheets upon request.
 - 2. The supplier shall ensure prompt delivery of materials as scheduled by the City.

 Deliveries must be made to various job sites within the city limits, with reasonable flexibility for short-notice orders when necessary.
 - 3. The supplier shall be responsible for providing concrete that consistently meets the specified PSI ratings and additive requirements (e.g., calcium percentages, hot water mix, high early strength). Batches that do not meet performance standards may be rejected and replaced at no cost to the City.
 - 4. The supplier shall maintain clear and regular communication with the designated City representative to coordinate order schedules, changes, or urgent needs. A primary point of contact must be identified.
 - **5.** All delivery personnel must adhere to OSHA safety standards and follow all traffic and site-specific safety protocols while on City property or job sites.
 - **6.** No substitutions or alterations of approved materials may be made without prior written approval from the City.
 - **7.** Invoices must accurately reflect delivered quantities and be accompanied by delivery tickets signed by City personnel. Additional charges (if any) must be clearly itemized and pre-approved.
 - **8.** The supplier shall respond to inquiries, issues, or order confirmations within one (1) business day. In the event of any delivery delays, the supplier must notify the City immediately with an updated timeline.

7. INSURANCE:

7.1. The contractor shall keep in force during the time of the contract policies of insurance in minimum amounts as set forth below or as required by the laws of the State of Oklahoma, not to exceed the maximum amount of the City's liability under the Governmental Tort Claims Act. Public liability and automobile liability (owned, hired and non-owned in the limits) set forth below:

Personal Injury, each person \$100.000.00
 Personal Injury, each occurrence \$1,000,000.00
 Properly Damage, each person \$25,000.00
 Property Damage, each occurrence \$100,000.00

- 7.2. Comprehensive Garage Keepers' Liability (including Fire and Theft Coverage on Vehicles and Contents stored by the Contractor at all locations and coverage for damage to towed vehicles regardless of liability of contract) The City of Broken Arrow shall be named as an additional insured on the public liability, automobile liability and garage keeper liability policies. Certificates' showing the contractor is carrying the above-described insurance in at least the above-specified minimum amounts shall be furnished to the City prior to the execution of the contract. Said certificate shall further provide that said insurance shall not be canceled by the insurer without the insurer first giving the City at least ten (10) days prior written notice of cancellation.
- 8. PERFORMANCE BOND: The contractor shall furnish the City with a contract performance bond in the amount of Five Thousand Dollars (\$5,000.00) guaranteeing the contractor will perform each and every obligation under its contract.
- 9. CITY LIABILTY: Nothing in these specifications or any future agreement, which may be formulated, will bind the City of Broken Arrow for payment of any fees:
- 10. HOLD HARMLESS: The contractor will agree to save and hold the City of Broken Arrow and its employees harmless of and from any and all liability including the cost and defense and attorney's fees which may arise, from damages to towed vehicles, theft of towed vehicles, and items missing from towed vehicles at the time the contractor takes control of the vehicle, the contractor's, the contractor's negligence or from any damage occurring to towed vehicles while the vehicles are in the contractor's possession or control regardless of the contractor's negligence.

11. AUTHORITY IN CITY COUNCIL:

- **11.1.** The City Council shall have the authority to award contracts within the purview of this title.
- **11.2.** Responsive and responsible bidder. Contract shall be awarded to the responsive and responsible bidder. In determining the "responsive and responsible bidder" in addition to price, the following factors shall be considered:
 - The ability, capacity, and skill of the bidder to perform the contract or to provide the service required.

- Bid Number: 25.155
- Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance for previous contracts for service.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract service.
- The sufficiency of financial resources and ability of the bidder to perform the contract or to provide service.
- The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- The ability of the bidder to provide for future maintenance and service for the use of the subject of the contract.
- The number and scope of conditions attached to the bid.
- The ultimate cost to Broken Arrow Citizens.

12. EXCEPTIONS:

All exceptions must be fully explained on a separate page entitled "Exceptions," giving reference to the page and paragraph where the exception is being taken. Failure to comply with this requirement could result in bid item and/or items being rejected at time of delivery. The City reserves the right to waive minor technicalities under these specifications.

13. PROPOSAL SUBMISSION REQUIREMENTS:

Bidders are required to sign this form in the space provided on the "Terms" and "Signature Sheet" and submit the completed bid documents electronically via QuestCDN.

Bid Submission Instructions:

- Bids will be opened online through QuestCDN at the scheduled bid opening time. No physical envelope submission is required.
- On the online bid submission platform, ensure the following are included:
- Virtual Bid Invitation to Bid Number: 25.155
- QuestCDN Project Number: 9668331
- Bid Title: **CONCRETE**
- Bid Opening Date: May 22, 2025
- Exhibits 1, 2, and 3 (Must Read)
- Attachments B, D, & E (completed and signed as required)
- Attachments B, D, & E must include a valid notary stamp and signature.
- The bid opening will be held virtually and can be accessed via the following link:
- <u>Virtual Bid Openings</u> **Virtual Bid Opening City of Broken Arrow**
- https://www.brokenarrowok.gov/business/bids-contracts/virtual-bidopenings

14. PROPOSAL AWARD:

City of Broken Arrow will review all proposals and make a recommendation to the Broken Arrow City Council for award to the most advantageous and responsible offeror(s) who submits the proposal that is in the best interest of the City of Broken Arrow. Services may not commence until such approval is obtained.

15. RESERVATION OF RIGHTS:

Contract Administrator or designee may require the removal from contract work of any employee of the contractor who is incompetent, careless, or insubordinate; who appears to be alcohol or drug impaired or otherwise objectionable; whose continued employment is contrary to a consistent good relationship between the parties to this contract; or who poses a safety risk.

16. F.O.B. DESTINATION (If Applicable)

All deliveries shall be F.O.B. Destination, Freight Prepaid. Destination shall mean the receiving dock located at 1700 W. Detroit, Broken Arrow, Oklahoma 74012 or other point specified within the City of Broken Arrow as specified in the purchase order. The City of Broken Arrow assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by authorized City of Broken Arrow personnel. The successful supplier shall be responsible for filling, processing and collecting all damage claims.

17. PROMPT PAYMENT DISCOUNTS

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

18. TERMS AND CONDITIONS

18.1. **DEFINITIONS**

- ITB means Invitation to Bid
- Solicitation means an Invitation to Bid
- City means the City of Broken Arrow

18.2. EXPLANATION TO BIDDERS

Bidders who need clarifications shall contact the Purchasing Division or the individual shown on the ITB. Oral explanations or instructions given before bid opening will not be binding. Any information given to a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other bidders.

18.3. TYPE OF CONTRACT

This agreement is for the supply and delivery of concrete. The awarded vendor will be responsible for providing concrete that meets the specifications outlined in this solicitation. Pricing shall be based on a per-cubic-yard basis, including delivery to designated locations.

18.4. PREPARATION OF BIDS

- Bidders are expected to examine the solicitation, instructions, and all amendments. Failure to do so will be at the bidder's risk.
- Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink and signed. Penciled bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- Unit price shall be entered on the form provided or a copy thereof.
- Recipients of this solicitation not responding with a bid shall return only the "Statement of No Interest."

18.5. AMENDMENTS TO INVITATION TO BID

- If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment with the bid documents.

18.6. ORAL AGREEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resulting contract. The Purchasing Division must make all modifications to the contract in writing.

18.7. SUBMISSION, MODIFICATION, OR WITHDRAWAL OF BIDS

- Bids and bid modifications shall be submitted on proper forms and in sealed envelopes or packages addressed to the Purchasing Division, 1700 West Detroit, Broken Arrow, Oklahoma 74012. The outside of the envelope or package shall show the opening date and time, the ITB number, and the name and address of the bidder.
- The Purchasing Division will open sealed bids at the time and place specified.
- Any bid received in the Purchasing Division after the exact time specified for receipt will not be considered.
- Bids may be withdrawn or modified by written notice if received no later than forty-eight hours before the bid opening time and date.
- City of Broken Arrow may reject any or all Bids, in whole or in part.
- A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder's liability to the City.
- A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.

- Bid Number: 25.155
- City of Broken Arrow reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the Purchasing office before the close of business on the Bid Submission Date.

18.8. BID COMPLIANCE

The City of Broken Arrow reserves the right to reject any bid that does not comply with the requirements and specifications of the ITB. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the City.

18.9. EVALUATION AND AWARD

- The City will evaluate all bids submitted in response to this solicitation and will award a contract to the bidder(s) whose proposal is deemed the most advantageous and responsible.
- The City reserves the right to (1) reject any or all bids, (2) accept a bid that is not the lowest, and (3) waive any informalities or minor irregularities found in the bids received.
- The City may choose to accept bids based on individual items, groups of items, or the total bid amount.
- All communications regarding this sealed bid must be directed exclusively to the Purchasing Manager or the Asset Manager. Non-compliance with this directive may result in the rejection of the bid.

18.10. NOTICE OF AWARD

Notice of award letter resulting from this BID will be furnished to the successful bidder and shall result in a binding contract without further action by either party. No additions, deletions or changes of any kind shall be made to this contract without prior written approval of the Director over the Purchasing Division.

18.11. TERMINATION OF CONTRACT

- This contract can be canceled by the supplier for just cause with a thirty (30) day written request and upon written approval from the Purchasing Division.
- The City may cancel with just cause upon written notification to vendor.
- Immediate cancellation shall be administered when violations are found to be an impediment to the function of the City and detrimental to its cause, or when conditions preclude the thirty (30) day notice.
- If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

18.12. EXTENSION OF CONTRACT

The City may extend the term of this contract up to ninety (90) days if mutually agreed upon by both parties in writing.

18.13. ORDERING

Any supply and/or service to be furnished under this contract shall be ordered with issuance of written purchase orders or other approved means by the City. There is no limit to the number that may be issued. Delivery to multiple destinations may be required. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

18.14. STATE AND FEDERAL TAXES

Purchases by the City of Broken Arrow are not subject to any sales tax or Federal Excise tax. Exemption letters will be furnished upon request.

18.15. CONTRACTOR INVOICES

- The vendor shall be paid upon submission of proper invoices to Accounts Payable, P.O. Box 610, Broken Arrow, Oklahoma 74013 at the prices stipulated on the contract.
- Invoices shall contain the contract number (if applicable) and purchase order number.
- Failure to follow these instructions may result in delay of processing invoices for payment.
- The Company or Corporation bidding shall be the only office authorized to receive orders, invoices and receive payment.
- If the bidder wishes to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations.
- No ordering or invoicing will be done at these locations.
- In cases of partial delivery, the City may at its option make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

18.16. PROMPT PAYMENT DISCOUNTS

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

18.17. GRATUITIES

The right of the successful bidder to perform under this contract may be terminated by written notice if the Purchasing Division determines that the successful bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the City to obtain a contract.

18.18. BID CONFORMITY

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contact requirements.

18.19. WARRANTY

The successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are addition to and do not limit any rights afforded to the City by any other clause of this contract.

18.20. CONFLICT OF INTEREST

The Invitation to Bid hereunder is subject to the provisions of the Oklahoma Statutes. All supplies must disclose with the bid the name of any officer, director or agency that is also an employee of the City of Broken Arrow or any of its agencies. Further, all suppliers must disclose the name of any City Official or City Employee who owns, directly or indirectly, any interest of twenty-five percent (25%) or more in the supplier's firm or any branches.

18.21. PATENTS AND ROYALTIES

- The supplier, without exception, shall indemnify and save harmless the City of Broken Arrow and its employees from liability of any nature or kind, including cost and expense for or on account of any copyrighted, patented, or process, or article manufactured or used in the performance of the contract including its use by the City of Broken Arrow.
- If the supplier uses any design, device or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from such design, device, or materials in any way involved in the work.

18.22. CONTRACTOR IMMIGRATION COMPLIANCE

- has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and
- has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor's employees; and

- Bid Number: 25.155
- has verified the employment eligibility for all employees hired on or after July 1, 2008, through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.
- 18.23. CONTRACTOR WILL INDEMNIFY, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Contractor's failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph I.

EXHIBIT 1

CITY HOLIDAYS

New Year's Day
Martin Luther King Day
Presidents' Day
Good Friday
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving
Friday after Thanksgiving
Christmas Eve
Christmas Day

EXHIBIT 2

CITY OF BROKEN ARROW, OKLAHOMA MINIMUM INSURANCE AMOUNTS

Owners Liability Insurance:

Comprehensive General Liability (with Broad form GCL endorsement)

Per Accident \$1,000,000.00

Bodily Injury, per person \$100,000.00

Property Damage, per claimant \$100,000.00

PUBLIC LIABILITY, OTHER THAN AUTOMOBILE:

Personal injury, per person \$100,000.00
Personal Injury, per accident \$1,000,000.00
Property Damage, per person \$100,000.00
Property Damage, per occurrence \$1,000,000.00

AUTOMOBILE AND TRUCK; HIRED AND NON-OWNED:

Personal Injury, per person \$100,000.00
Personal Injury, per accident \$1,000,000.00
Property Damage, per person \$100,000.00
Property Damage, per accident \$1,000,000.00

EMPLOYERS INSURANCE:

Employees Liability, per accident \$1,000,000.00

Comprehensive General liability per accident \$1,000,000.00

Bodily Injury, per accident \$1,000,000.00

Property Damage, per claimant \$100,000.00

WORKMEN COMPENSATION:

Legal limits required by the State of Oklahoma

EXHIBIT 3

ONLINE INSTRUCTIONS FOR SUBMITTING A REQUEST FOR PROPOSAL (RFP)

To use QuestCDN for bidding, start by registering or logging into your account. Find the desired project by searching for its project number, then download the bid documents. Fill out any required forms and upload them. Utilize the VirtuBid tool to submit your bid online, ensuring you have an Online Bid ID code and have accepted the terms of use. Here's a more detailed breakdown:

1. Registration and Login:

- If you're new to QuestCDN, register for a regular membership at QuestCDN.com.
- Log into your QuestCDN account using your username and password.

2. Finding and Downloading Project Documents:

- Enter the QuestCDN project Bid Number: 25.155 number in the search box and click "Search".
- Click the underlined project title to open the bid advertisement.
- Click "Download Bid Documents" on the green bar at the top of the bid advertisement.
- Save the downloaded PDF files to your computer.

3. Downloading and Filling Out Required Forms:

- Download any required forms from the project documents.
- Fill out the forms completely and accurately.
- If the project requires it, upload the completed forms back to the project.

4. Using VirtuBid:

- To use VirtuBid, click the "On-Line Bid" button (you may need to refresh the page after downloading documents).
- Fill out the qualification tab and any other required information.

5. Submitting Your Bid:

- Online Bid ID Code: Ensure you have an Online Bid ID code, which is your digital signature. You can find or add this code in your "My Account" section on QuestCDN.
- Submit Bid Button: Click the "Submit Bid" button.
- Online Bid ID Code: Enter your Online Bid ID code.
- Terms of Use: Check the "I Agree" box to accept the QuestCDN Terms of Use for Bidders.
- Submit Button: Click the "Submit" button at the bottom of the page to submit your bid.
- Re-submission: You can re-submit your bid at any time before the bid closing date, according to Isanti County.

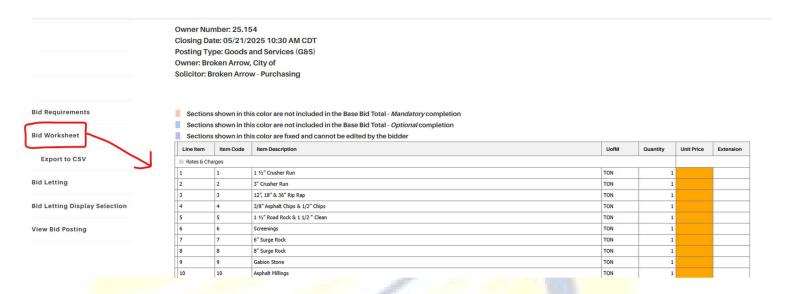
6. Understanding Error Messages:

- After submitting your bid, the system verifies all requirements are met.
- If there are errors, the system will display a "Bid Not Submitted" message with specific reasons, such as missing bid bond information or required addenda.
- Review the error messages and correct any issues before re-submitting.

ATTACHMENT A Bid Title: CONCRETE

PRICING SUMMARY

Pricing is entered online into Bid Worksheet the QuestCDN Project Number: 9668331



If submitting a proposal, you are required to fill out Exhibits B, C, D, and E.

These forms are inside the Bid request and are filled out separately using fillable forms.

Go to View vBid and on the left side and review "Bid Requirements".

Fillable-Attachment B-Terms & Signature Sheet.pdf

Fillable-Attachment C-References.pdf

Fillable-Attachment D-Interest Affidavit.pdf

Fillable-Attachment E-Proposal Affidavit.pdf

Notary Signatures will be digital using:

- 1. Notary's Full Name
- 2. Notary's Number
- 3. Notary's Commission Date

Notary Signatures with expired commission dates will not be accepted.