



**State of Oklahoma
Department of Central Services
Central Purchasing**

**Notice of Statewide Contract
Award**

Official signed contract documents are on file with DCS-Central Purchasing.

Contract Title: Highway Cable Barrier Parts and Maintenance

Statewide Contract #: SW750C

Contract Issuance Date: 06/28/2011

Total Number of Vendors: 3 (For details see: Vendor Information Sheet)

Contract Period: 07/01/2011 through 06/30/2013

Agreement Period: 07/01/2011 through 06/30/2017

Authorized Users: State Departments, Boards, Commissions, Agencies, Institutions, Counties, Cities, Higher Education, Political Sub-Divisions, School Districts and Municipalities.

Contract Priority: Mandatory to State agencies, boards, commissions and departments. Local governments (Cities, Counties, School Districts, Higher Ed, Municipalities, and Political Sub-divisions) are permitted to utilize this contract.

Type of Contract: Indefinite delivery and indefinite quantity contract

DCS-CP Contact: Gai Hunter

Phone: 1 - 405 - 522 - 0399

Title: Contracting Officer

Fax: 1 - 405 - 521 - 4475

Email: Gai_hunter@dcs.state.ok.us

SW750C has been divided to three segments with multiple awards by group of items based on manufacturer system as the following:

Segment #1 – Parts only for use by state forces / geographical area – statewide (all Counties). The awarded vendors are:

- 1.1 MidState Traffic Control, Inc. – brands awarded: Brifen, CASS, and Gibraltar (contract ID#:0-2989)
- 1.2 Action Safety Supply Co. – brand awarded: Safence (contract ID#:0-2990)
- 1.3 Gordon's Specialties, Inc. - brands awarded: GSI and NU-TEN (contract ID#:0-2991)

Segment #2 – Maintenance including parts and labor / geographical area – Oklahoma, Cleveland, Canadian, and Tulsa Counties. The awarded vendors are:

- 2.1 MidState Traffic Control, Inc. – group of items awarded: Brifen and NU-TEN (contract ID#:0-2994)
- 2.2 Action Safety Supply Co. – group of items awarded: CASS, Gibraltar, and Safence (contract ID#:0-2995)

Segment #3 – Maintenance including parts and labor / geographical area – Remaining Counties. The awarded vendors are:

- 3.1 MidState Traffic Control, Inc. – group of items awarded: Brifen and NU-TEN (contract ID#:0-2996)
- 3.2 Action Safety Supply Co. – group of items awarded: CASS, Gibraltar, and Safence (contract ID#:0-2997)



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Awarded Vendors Information

PAGE 1 OF 2

Vendor Name: MidState Traffic Control, Inc.

Vendor ID#: 0000073127/0001

Vendor Address: Address: 12501 N. Santa Fe Avenue

City: Oklahoma City

State: OK

Zip Code: 73114

Contact Person Name: Chris Green

Phone #: 1 - 405 - 751 - 6227

Title: For ordering

Fax #: 1 - 405 - 751 - 8338

Email: chris@midstatetraffic.com

Website: N/A

Authorized Location: ☐ Locations list attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

Contract ID #: 0-2989

Delivery:

Minimum Order:

P/Card Accepted: ☒ Yes ☐ No

Other: Parts for Brifen, CASS, Gibraltar

Vendor Name: Action Safety Supply Co

Vendor ID#: 0000074266/0001

Vendor Address: Address: PO Box 270238

City: Oklahoma City

State: OK

Zip Code: 73137

Contact Person Name: Customer Service Department

Phone #: 1 - 405 - 787 - 2244

Title: For ordering

Fax #: 1 - 405 - 789 - 1474

Email: sales@actionsafetysupply.com

Website: N/A

Authorized Location: ☐ Locations listing attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

Contract ID #: 0-2990

Delivery:

Minimum Order:

P/Card Accepted: ☒ Yes ☐ No

Other: Parts for Safence



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Awarded Vendor Information

PAGE 2 OF 2

Vendor Name: Gordon's Specialties, Inc.

Vendor ID#: 0000283565/0001

Vendor Address: Address: 720 W. Wintergreen Road

City: Hutchins

State: TX

Zip Code: 75141

Contact Person Name: Sean Blair

Phone #: 1- 972 - 225 – 1660 x 23

Title: For ordering

Fax #: 1- 972 - 225 - 6662

Email: sean@gsihighway.com

Website: www.gsihighway.com

Authorized Location: ☐ Locations list attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

Contract ID #: 0-2991

Delivery:

Minimum Order:

P/Card Accepted: ☒ Yes ☐ No

Other: Parts for GSI and NU-TEN



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Awarded Vendors Information

PAGE 1 OF 1

Vendor Name: MidState Traffic Control, Inc.

Vendor ID#: 0000073127/0001

Vendor Address: Address: 12501 N. Santa Fe Avenue

City: Oklahoma City

State: OK

Zip Code: 73114

Contact Person Name: Chris Green

Phone #: 1 - 405 - 751 - 6227

Title: For ordering

Fax #: 1 - 405 - 751 - 8338

Email: chris@midstatetraffic.com

Website: N/A

Authorized Location: ☐ Locations list attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

Contract ID #: 0-2994 for Metro and 0-2996 for Remaining Counties

Delivery:

Minimum Order:

P/Card Accepted ☒ Yes

☐ No

Other: Maintenance for Brifen, and NU-TEN - Metro Area and Remaining Counties

Vendor Name: Action Safety Supply Co

Vendor ID#: 0000074266/0001

Vendor Address: Address: PO Box 270238

City: Oklahoma City

State: OK

Zip Code: 73137

Contact Person Name: Customer Service Department

Phone #: 1 - 405 - 787 - 2244

Title: For ordering

Fax #: 1 - 405 - 789 - 1474

Email: sales@actionsafetysupply.com

Website: N/A

Authorized Location: ☐ Locations listing attached as *(attachment title)*

☐ Address:

City:

State:

Zip Code:

Contract ID #: 0-2995 for Metro and 0-2997 for Remaining Counties

Delivery:

Minimum Order:

P/Card Accepted: ☒ Yes

☐ No

Other: Maintenance for CASS, Safence, Gibraltar Group - Metro Area and Remaining Counties



Contract #: SW750C / Highway Cable Barrier Parts and Maintenance

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A. GENERAL PROVISIONS

A.1. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this contract:

- A.1.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.1.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.1.1.2.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.1.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph of this certification;
 - A.1.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.1.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.2. Legal Contract

- A.2.1.** The Contract will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.

A.3. Contract Modification

- A.3.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.3.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the contractor, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.4. Delivery, Inspection and Acceptance

- A.4.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The offeror(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The offeror(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.4.2.** Offeror(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.5. Invoicing and Payment

- A.5.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.5.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §41.4a and 62 O.S. §41.4b.

A.6. Tax Exemption

Purchases by the State of Oklahoma are exempt from Oklahoma sales or use taxes and Federal excise tax. The Central Purchasing Division shall furnish tax exemption certificates upon written request.

A.7. Audit and Records Clause

- A.7.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.7.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

A.8. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

A.9. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.10. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.11. Termination for Cause

- A.11.1.** The contractor may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the contractor.
- A.11.2.** The State may terminate the Contract immediately, without a 30-day written notice to the contractor, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance. A
- A.11.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.12. Termination for Convenience

- A.12.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.12.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

A.13. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The offeror awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.14. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not

employees of the State of Oklahoma or the procuring agency. The contractor's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.15. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.16. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the contractor shall maintain all applicable licenses and permit requirements.

A.17. Special Provisions Special

Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Definitions

- B.1.1.** Addendum – A written change, addition, alteration, correction, or revision to a statewide contract issued by Central Purchasing Division.
- B.1.2.** ATSSA – It stands for American Traffic Safety Services Association
- B.1.3.** Contracting Officer – The State representative designated by the State Purchasing Director, who is responsible for the Contract, determining scope issues, and assuring quality of performance of contractor(s). The State reserves the right to change the Contracting Officer at any time.
- B.1.4.** Contractor - The Offeror/bidder that is awarded a contract. Throughout this contract, when the word “contractor” is used, it refers to the contractor, its sub contractors, partners and affiliates. It is also used interchangeably with “awarded offeror”, “successful bidder”, “successful offeror”.
- B.1.5.** CP – State of Oklahoma, Department of Central Services, Central Purchasing Division.
- B.1.6.** DAC – Designated Agency contact is a using entity’s authorized employee who is responsible for managing the project under this contract.
- B.1.7.** DCS – State of Oklahoma Department of Central Services.
- B.1.8.** Local Government Entity – Any unit of local government including, but not limited to, any school district, county, municipality, Higher Education, or Political Sub-Division.
- B.1.9.** Mandatory –Obligatory, required by order, a provision that may not be waived.
- B.1.10.** May – Denotes that which is permissible, not mandatory.
- B.1.11.** ODOT – Oklahoma Department of Transportation
- B.1.12.** OTEA – It stands for Oklahoma Traffic Engineering Association
- B.1.13.** Participating entity or Participants –Entities include all Oklahoma State Departments, Boards, Commissions, Agencies, Institutions, Counties, Cities, Higher Education, School Districts, Political Sub-Divisions and Municipalities.
- B.1.14.** Release – Purchase order issued against the specified contract.
- B.1.15.** Shall or Must – Denotes that which is a mandatory requirement.
- B.1.16.** Should – Denotes that which is recommended, not mandatory.
- B.1.17.** State – State of Oklahoma.
- B.1.18.** State Agency – A State government agency, department, division, bureau, board, or commission. Grand River Dam Authority and Oklahoma Housing Finance Authority are a state agency but exempted from Central Purchasing Act.
- B.1.19.** Using entity – A state agency or local government entity requesting a service from contractor under this contract. It is used interchangeably with “Requesting entity”, “Requesting agency”, “Procuring agency”.

B.2. AUTHORIZED USERS

Contract shall cover requirements during the specified periods for all State Departments, Boards, Commissions, Agencies, Institutions, Counties, Cities, Higher Education, Political Sub-Divisions, School Districts and Municipalities.

B.3. EXTENSION OF CONTRACT

The State may extend the term of this contract up to 120 days if mutually agreed upon by both parties in writing.

B.4. CONTRACT PERIOD AND RENEWALS

- B.4.1.** Contract Period: This contract shall not become effective until approved by the State Purchasing Director, Central Purchasing Division, Department of Central Services. The contract is for a **24 month** period (also see section **B.7** for price adjustment for special circumstances), commencing July 1, 2011 and ending June 30, 2013. The contract may be **renewed** at the same terms and conditions for up to **two (2) two-year option** periods unless canceled by either party.
- B.4.2.** Renewal Periods: If the options for renewal are exercised by the State, the contractor shall agree that the prices for the renewal periods will base on either of the following:
 - B.4.2.1.** If renewal prices are not provided by contractor, the prices during renewal periods shall be the same as during the original contract period.

B.4.2.2. If renewal prices are provided by contractor, price adjustment including supporting documentation in section **B.7** will apply.

B.5. CONTRACT PRIORITY, TYPE AND PRICE

This contract is mandatory to State agencies, boards, commissions and departments. Local governments (Cities, Counties, School Districts, Higher Ed, Municipalities, and Political Sub-divisions) are permitted to utilize this contract. Conditions included in this contract shall be the same for local governments. The State has no responsibility for payments owed by local governments. Contractor must deal directly with the local governments.

This is a firm price, indefinite delivery, indefinite quantity and biennial price adjustment contract (seasonal price adjustment allowed when there are dramatic changes of market condition).

This statewide contract is awarded by Central Purchasing Division to take advantage of volume discount pricing for goods and/or services that have a recurring demand from one or more entities. However, if a requesting state agency locates a vendor that can provide the **identical item** at a **lower price**, a waiver to "buy off state contract" may be granted by Central Purchasing Division.

B.6. POST AWARD MODIFICATIONS

Following contract award, during the term of the contract, including any optional renewal periods, or prior to renewal of the contract, the State may make changes or revisions within the scope of work of the contract. The State Purchasing Director or designee and the contractor may negotiate in good faith adjustments to terms, conditions, prices or other matters of mutual concern and interest. Such negotiations will be conducted in accordance with the Central Purchasing rules and result in an addendum or modification to the contract.

B.7. PRICE TERM AND ADJUSTMENT

Pricing as submitted on the price schedule shall contain all direct and indirect costs associated with unit price, e.g., insurance, fees, taxes, profit, overhead, general, administrative expenses and contract management fee.

Each item must be individually priced (i.e. priced per single unit) and be able to be ordered individually.

When requested by contractor, the State will review a **fully documented** (a letter with company letterhead requesting price adjustment with a detail justification, an index used for a price change that shows a minimum of the past 12 month period of items requesting the price increase, and a list of items needing the price increase with their new prices) request for a price increase after each 24-month contract period ends (also see section **B.4**). In special circumstances, i.e., dramatic change of market condition, price adjustments may be requested prior to the expiration of each contract period. Such changes shall be based on changes in actual costs incurred to the parts or labor specified in this contract. When changes are for steel-related parts, only steel-related portion of each line item can be adjusted. When changes are for labor, only labor portion of each line item can be adjusted. All other components shall remain unchanged unless specified otherwise in this contract. Documentation of such changes must be provided with the request for price change in order to substantiate any requested change.

- B.7.1.** For a basis of price changes for steel-related parts, Central Purchasing Division will utilize the Producer Price Index (PPI) Industry Data, Group: Sheet Metal Work Manufacturing, which is published by U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>) or other comparable index proposed by contractor at a time of RFP (Request for Proposal) submission, which the State will review and may or may not accept. For acceptance of alternative index, the State will select, at the State's discretion, only one single index among several proposed indexes to be used for all price adjustments for steel-related parts under this contract.
- B.7.2.** For a basis of price changes for non-steel (parts/materials contain less than 30% steel) parts/materials, Central Purchasing Division will utilize the National Highway Construction Cost Index (NHCCI), U.S. Department of Transportation (USDOT), Federal Highway Administration at <http://www.fhwa.dot.gov/ohim/nhcci/index.cfm> under Quarterly Price Trend Tabulation, Construction Cost Trends For Highways or other comparable index proposed by contractor at a time of RFP submission, which the State will review and may or may not accept. For acceptance of alternative index, the State will select, at the State's discretion, only one single index among several proposed indexes to be used for all price adjustments for non-steel parts under this contract.
- B.7.3.** For a basis of price changes for labor, Central Purchasing Division will utilize the Consumer Price Index (CPI) Urban Wage Earners and Clerical Workers, Area: Midwest Urban, Item: Services, Not Seasonally Adjusted, which is published by U.S. Department of Labor, Bureau of Labor Statistics (<http://www.bls.gov>) or other comparable index proposed by contractor at a time of RFP submission, which the State will review and may or may not accept. For acceptance of alternative index, the State will select, at the State's discretion, only one single index among several proposed indexes to be used for all price adjustments for labor under this contract.

Central Purchasing Division also reserves the right to consider other information related to special economic and/or industry circumstances, when evaluating a price change request. Changes may be either increases or decreases, and may be requested by either party. Approved changes shall be firm for the remainder of the contract periods unless further revised at the end of the next period or special circumstances.

Requests for price changes shall be **RECEIVED IN WRITING AT LEAST FIFTEEN (15) DAYS PRIOR TO THEIR EFFECTIVE DATE**, and are subject to written acceptance before becoming effective. In the event new prices are not acceptable, the contract may be cancelled subject to cancellation clauses. The contractor remains responsible for performing according to the contract terms at the contract price for all orders received before price revisions are approved or before the contract is cancelled.

- B.7.4.** Price adjustments using the PPI/CPI involve changing the base payment by the percent change in the level of the PPI/CPI between the reference period and a subsequent time period. This is calculated by first determining the index point change between the two periods and then the percent change. The price adjustment shall be calculated based on the combination of the percent change of the preceding 12 months, which shall be applied to all contracted items of the next contract year.

B.7.4.1. Example #1 for steel related parts: illustrates the computation of percent change for a hypothetical July 2010 anniversary calculation:

Step 1: Identify table from PPI Database > PPI-Industry Data, Sheet Metal Work Manufacturing

EXAMPLE #1

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
2009	188.4	184.6	183.3	182.9	182.3	181.1	180.1	180.2	179.9	181.4	183.2	183.2	182.5
2010	180.0	180.2	181.8	182.9	183.7	183.3	183.6	189.4	187.6	188.4	186.2(P)	189.1(P)	183.7(P)

Step 2: Previous 12 months starts from July 2009.

Step 3: Compute Net Monthly Change with the following methodology:

July 2009	180.1
Less previous month June 2009	181.1
Equals index point change	-1.00
Divided by previous month June 09	181.1
Equals	-0.0056
Multiplied by 100	-0.0056 x 100
Equals percent change in July 2009	-0.56%

Step 4: Repeat calculations to all remaining preceding months. Then add all of the percent change of the 12 months, this value will be applied to the next contract year's fares.

B.7.4.2. Example #2 for labor: illustrates the computation of percent change for a hypothetical October 2010 anniversary calculation:

Step 1: Identify table from CPI Database > CPI- Urban Wage Earners and Clerical Workers > Midwest Urban, Services, Not Seasonally Adjusted.

EXAMPLE #2

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2009	236.029	236.527	236.359	235.588	235.629	237.281	238.175	238.898	238.918	238.225	238.507	238.112
2010	238.996	239.395	239.474	239.430	239.785	241.580	242.244	242.632	242.316	241.206	241.535	241.683

Step 2: Previous 12 months starts from October 2009.

Step 3: Compute Net Monthly Change with the following methodology:

October 2009	238.225
Less previous month September 2009	238.918
Equals index point change	-0.693
Divided by previous month September 09	238.918
Equals	-0.0029
Multiplied by 100	-0.0029 x 100
Equals percent change in October 2009	-0.29%

Step 4: Repeat calculations to all remaining preceding months. Then add all of the percent change of the 12 months, this value will be applied to the next contract year's fares.

B.7.4.3. Example #3 for non-steel parts/materials: illustrates the computation of percent change for a hypothetical July 2010 anniversary calculation:

Step 1: Identify table from USDOT/FHWA Website > Policy Information > Price Trend for Highway Construction > Price Trend Tabulations.

CONSTRUCTION COST TRENDS FOR HIGHWAYS 1/

EXAMPLE #3

TABLE PT-1

YEAR	QUARTER	NHCCI Index
2009	March	1.18
	June	1.09
	September	1.08
	December	1.04
2010	March	1.07
	June	1.07
	September	1.06
	December	1.05

Step 2: Previous 12 months starts from June 2009 – June 2010.

Step 3: Compute NHCCI Index with the following methodology:

June 2009	1.09
Less previous quarter March 2009	1.18
Equals index point change	-0.09
Divided by previous quarter March 2009	1.18
Equals	-0.0763
Multiplied by 100	-0.0763 x 100
Equals percent change for the 12 months	-7.63 %

Step 4: Repeat calculations to all remaining preceding quarters. Then add all of the percent change of the 12 months, this value will be applied to the next contract year's fares.

- B.7.5.** Such price adjustment on each line item shall be limited to the amount of the increase or decrease and shall not exceed **10%** for any given year unless otherwise agreed by the State.

B.8. PRICE REDUCTION

A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

B.9. NEW FIXED PRICE

Fixed prices for items apply whether supplied by the contractor, its sub contractor, or its short-term lease/rental agreement.

If the using entity requires and the contractor provides service item categories for which a fixed price has not been established, the cost plus fixed fee will be utilized to establish the new items. The contractor shall submit the new fixed price with supporting documentation to the using entity; a copy of invoice from their supplier charging contractor for such item (actual cost of item) or comparable document accepted by the State and a fixed amount markup as established and agreed upon at the time of solicitation process. The fixed fee will apply to all new fixed prices and remain unchanged throughout duration of the contract.

Once the fixed price is reviewed and agreed by the using entity, the using entity shall submit the fixed price and related documentation to the Contracting Officer by way of email indicating a need of such item category for completion of the specific project. Neither work, nor new item category necessary for the work related to the new fixed price will begin until the new fixed price is approved and added to the contract. Approval will be in writing via email from the Contracting Officer to the using entity.

Should the using entity not agree to the proposed contractor or subcontractor pricing, the using entity shall solicit quotes from at least two other vendors to confirm the reasonableness of the proposed contractor or subcontractor's proposed cost. In the event that the contractor pricing is higher than the quotes, the using entity is to request the contractor to re-propose the pricing that is competitive to the quoted pricing. Should the using entity not agree to the re-proposed pricing by the contractor, the using entity is to award such portion of work to the lowest and best quote obtained.

B.10. CONTRACT ADMINISTRATION

This Contract is issued by the Oklahoma Department of Central Services, Central Purchasing Division on behalf of the State of Oklahoma (collectively, including all other relevant State of Oklahoma authorized entities, the "State"). Central Purchasing Division is the sole point of contact in the State with regard to all procurement and contractual matters relating to the Contract. Central Purchasing Division is the only State office authorized to change, modify, amend, alter or clarify the prices, specifications, terms and

conditions of this Contract.

B.11. CONTRACT MANAGEMENT FEE AND QUARTERLY USAGE REPORTING

B.11.1. Contract Management Fee:

Pursuant to Oklahoma State Statute Title 74, Chapter 4, Section 85.33A The State Purchasing Director may enter into or award contracts that provide a contract management fee, levy or rebate to the Department of Central Services.

Pursuant to this statute, the State Purchasing Director hereby imposes a contract management fee on this Statewide Contract, as defined below:

MANAGEMENT FEE	
Contract Management Fee Percentage:	One Percent (1%)

The parties agree that the contract management fee identified in the table above has been included in new contract pricing, which new contract pricing has been approved by The State Purchasing Director and will become effective upon the Effective Date [July 1, 2011](#). The Contract Management fee (hereinafter, "the Fee") will be collected by contractor on all sales pursuant to this Statewide Contract placed on or after the "Effective Date" defined above. The Fee shall be remitted by contractor to The State Purchasing Director as further described below.

B.11.2. Quarterly Payment and Usage Reporting Requirements:

The parties agree that the collected Fees and the corresponding Quarterly Sales Report, which identifies the total sales pursuant to this Statewide Contract for the corresponding fiscal quarter, shall be submitted by contractor to the Central Purchasing Director. The total sales reported in the Quarterly Sales Report should be limited to sales in which the contractor has received payment from the requesting entities. In the event that payment for a project is not received or received partially within the same reported quarter, the contractor must identify the amount received in the quarterly report and the contract management fee will be calculated based on the portion of payment received. The remaining balance will be carried over to the next reported quarter and contract management fee for such portion will be calculated and remitted to the State. The Fees and the Quarterly Sales Report must be received by the State Purchasing Director on or before the contractor's Payment Due Date as defined in the table below:

Fiscal Quarters	Months	Contractor's Payment Due Date and Quarterly Sales Report Due Date
Quarter 1	January 1 st – March 31 st	<u>April 30th</u>
Quarter 2	April 1 st – June 30 th	<u>July 31th</u>
Quarter 3	July 1 st – September 30 th	<u>October 31th</u>
Quarter 4	October 1 st – December 31 st	<u>January 31th</u>
-----	-----	<u>30 calendar days following the termination of this Statewide Contract for any reason</u>

The Quarterly Usage Report must be in Excel spreadsheet format provided by the State and submitted via email to the Contracting Officer name herein within 30 calendar days after the preceding quarter. In the event that the Contracting Officer for this contract is changed, the contractor will be notified of the new Contracting Officer's email address. Contractor must use this excel spreadsheet to report without altering descriptions, and headings. Additional explanation or information is allowed to be added or inserted to this excel spreadsheet, if needed.

At the end of each quarter as defined above, contractor shall prepare the Quarterly Sales Report. In the event no sales have occurred, the contractor must submit the Quarterly Usage Report, indicating no sales have occurred. No later than the date identified above as the "Contractor's Payment Due Date" for each quarter, contractor shall remit a check payable to the Oklahoma Department of Central Services, Central Purchasing Division for the Fees, which check shall include the note

“Contract Management Fee”, for what quarter period, and the contract number to the following address.

- (U.S. POSTAL SERVICE)
Oklahoma Department of Central Services,
Central Purchasing Division
Attn: Gai Hunter / SW750C – Cable Barrier Parts and Maintenance
P.O. Box 528803
Oklahoma City, OK 73152
- (COMMON CARRIER)
Oklahoma Department of Central Services,
Central Purchasing Division
Attn: Gai Hunter / SW750C – Cable Barrier Parts and Maintenance
2401 N. Lincoln, Ste 116
Oklahoma City, OK 73105

B.11.3. Auditing and Contract Close Out:

B.11.3.1. All usage reports and Fee payments shall be subject to audit by the State. Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the State and all Fees throughout the term of the Statewide Contract for a period of at least seven (7) years following the date of final payment or completion of any required audit, whichever is later. Contractor shall permit the Auditor of the State of Oklahoma or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Statewide Contract, wherever such records may be located during normal business hours. Contractor shall not impose a charge for audit or examination of the contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

In no event shall contractor retain any amount of money in excess of the compensation to which contractor is entitled and all Fees owed the Oklahoma Department of Central Services, Central Purchasing Division shall be paid within thirty (30) calendar days of termination of this Statewide Contract for any reason.

B.11.3.2. Modifying or Canceling the Fee: The State Purchasing Director reserves the right to modify and/or cancel the Fee at any time. Contractor shall immediately amend the Statewide Contract pricing to reflect any modification or cancellation of the Fee by The State Purchasing Director. In addition, The State Purchasing Director reserves the right to revise collection and reporting requirements in conjunction with implementation of an on-line procurement system.

B.11.3.3. Late Payment Fee: In the event The State Purchasing Director does not receive the contractor's payment of the Fees on or before the contractor's Payment Due Date, the Purchasing Director may request late payment charges. The parties agree the contractor will pay the interest on the overdue Fees at a rate provided by the State Treasurer based on the average interest rate for 30 day time deposits of State funds during the last calendar quarter of the last preceding fiscal year. (Titles 62, § 41.4a & 4b and 74, § 840.14. and OSF Prompt Payment Rules/Regulations).

B.11.3.4. Default: The parties agree the contractor's responsibility to collect and remit the contract management fee on behalf of the State Purchasing Director is a serious responsibility as the contractor is handling state funds. Accordingly, failure to comply with these contractual requirements shall constitute grounds for declaring contractor in default and may result in suspension or cancellation or other legal remedy.

B.12. PURCHASING CARD

The State currently has a contract with Bank of America to enable selected State employees to purchase needed goods and services using a State of Oklahoma purchasing card. This card functions as any consumer or commercial VISA Card. The State requires the awarded Offeror to accept the State of Oklahoma's Purchasing Card and local government's Purchasing Card as a form of payment. There shall be no additional cost to a using entity for use of purchasing cards as a payment method. All purchase card transactions must be included and reported in the quarterly usage reports.

B.13. COMPENSATION

The State agrees to pay, and the contractor agrees to accept, in full consideration for the performance of the contractor's obligations, compensation based on the contractor's offer for the various pay items. No extra compensation will be made for travel and/or mileage.

- B.13.1.** Billing shall be submitted to the Bill To code that will be listed on the Purchase Order. The State will only accept billings for completed and accepted job sites.
- B.13.2.** The billing period may be at the contractor's discretion, however no partial work orders will be paid. Invoices may be submitted upon completion of each work order. The State will not make payment for "materials-on-hand".
- B.13.3.** When the contractor's services are required due to the actions of an insured party, as verified by police report, the contractor shall file for reimbursement from the insurance company, instead of immediately billing the State, using the same unit prices as offered for this contract. After such an incident, the State will send the contractor a letter confirming that the contractor indeed provided services at a given date along with a copy of the police accident report, for his/her use in filing for reimbursement from the insurance company. The contractor will be allowed to charge for overhead in recouping reimbursement. This overhead charge shall not exceed the amount that would otherwise be charged by the State (5%). Should such reimbursement be declined by the insurance company, the contractor may send a bill to the State for direct payment. For purposes of this contract, the contractor may proceed with sending a bill to the State if the insurance company does not respond, or responds negatively within two (2) months of the initial filing. The State shall pay only for the work done. Payment will not be made for reimbursement collection efforts. The State will not tolerate "double-billing" (i.e., the contractor taking payments from both the insurance company and the State), and upon evidence of such, will act to terminate the contract and turn the matter over to legal counsel.

B.14. INSURANCE

Contractor shall maintain at all times during the term of this contract, with an insurance carrier reasonably acceptable to the State and authorized to conduct business in the State of Oklahoma, insurance coverage as set forth in this Article:

- B.14.1.** Workers' Compensation Insurance as required by the statutes of the State of Oklahoma, and adequate (but in no event less than \$100,000) Employer's Liability Insurance.
- B.14.2.** Public Liability and Property Damage Insurance covering all operations and activities hereunder in the following minimum limits (but in no event less than the statutory limits found at 51 Oklahoma Statutes, Section 151 et. seq. or successor or amendatory statutes) Bodily Injury Liability in the amount of not less than \$100,000 for injuries, including accidental death and products liability, to any one person, and subject to the same limit for each person, in an amount not less than \$1,000,000 for one occurrence.
- B.14.3.** Property Damage Liability in the amount of not less than \$25,000 for any one accident including products liability and an aggregate limit of \$1,000,000 per occurrence.
- B.14.4.** Combined aggregate liability coverage shall not be less than \$2,000,000 (two million) for bodily injury, death, and property damage.
- B.14.5.** A Comprehensive Business Auto policy with a minimum limit of not less than One Million Dollar (\$1,000,000) combined single limit for bodily injury and property damage, providing coverage for at least any and all leased, owned, hired or non-owned vehicles used in any of contractor's activities pursuant to this agreement, with any self-insured retention not exceeding One Hundred Thousand Dollars (\$100,000). Any and all mobile equipment which is not covered under this Comprehensive Business Auto policy shall have said coverage provided for under the Comprehensive General Liability policy.

B.15. TITLE VI - CIVIL RIGHTS ACT OF 1964

- B.15.1.** The contractor shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Regulations of Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the contractor pursuant thereto.
- B.15.2.** During the performance of this contract, the contractor, for itself, its assignees and successors in interest, agrees as follows:
 - B.15.2.1.** Compliance with Regulations: The contractor shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
 - B.15.2.2.** Nondiscrimination The Contractor, with regards to the work performed by it during this Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of sub contractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
 - B.15.2.3.** Solicitations for Subcontracts: In all solicitations made by the Contractor for work to be performed under a subcontract, if such subcontracting is approved by the State, including procurement of materials or leases of equipment, each potential sub contractor or supplier shall be notified by the Contractor of the

sub contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.

B.15.2.4. Information and Reports: The Contractor shall provide all information and reports required by the regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, as appropriate, and shall set forth what efforts it has made to obtain the information.

B.15.2.5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the State shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

B.15.2.5.1. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or,

B.15.2.5.2. Cancellation, termination or suspension of the contract, in whole or in part.

B.15.2.6. Incorporation of Provisions: The Contractor shall include the provisions of Paragraph [B.15.2.1](#) through [B.15.2.6](#) of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the State may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a sub contractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State.

B.16. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the execution of this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to insert a similar revision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

B.17. ASSIGNMENT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the State Purchasing Director. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 60% of the total contract cost, except that any items designated in the contract as "specialty items" may be performed by sub-contract and the cost of any such "specialty items" so performed by sub-contract may be deducted from the total cost before computing the amount of work required to be performed by the Contractor with his own organization. For this contract, "specialty items" will be defined to include the following activities:

B.17.1. Asphalt production and placement

B.17.2. Machine Grading and Embankment

Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a statement showing that the organization which will be performing the work is particularly experienced and equipped for such work. No sub-contracts, or transfer of contract, shall in any case release the Contractor of his liability under the contract.

The State will not allow the contractor to add any markup to the items associated with work performed by subcontractor; it should be a pass-thru cost to the State as the contractor do not perform such portion of work. It is the contractor's responsibility to ensure that only allowable cost has been charged by subcontractor (only line items listed in the contract called "allowable"). The contractor, when invoicing the using entity, must provide the certified invoice from any subcontractor.

B.18. PAYMENT TO SUBCONTRACTOR

Contractor shall promptly pay each Subcontractor out of the amount paid to the contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. Payments to subcontractors shall not rely upon receiving payments from the State. The contractor is required to have substantially financial stability to support their business operations.

B.19. NOTICES

All notices, demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the contract shall be in writing and shall be deemed to have been properly given or sent by first class mail, or if the sender prefers, by registered or certified mail, return receipt requested with postage prepaid.

B.20. SEVERABILITY

If any provision, clause, or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this contract which are not affected by the determination. The provisions, clauses, or paragraphs and any documents incorporated by reference are declared severable.

B.21. PAYMENT OF CLAIMS

The Contractor shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment rental which is actually used or rented in the performance of the contract.

B.22. BREACH OF CONTRACT

Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the State cause to cancel this contract on seven (7) days written notice to the Contractor. The State then reserves the right to re-award the contract to the next lowest and best offer. In the event of cancellation of this contract, the Contractor shall not be entitled to damages and agrees not to sue the State for damages thereof. After notice of cancellation, the Contractor agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation had been made and notwithstanding other legal remedies which may be available to the State because of the cancellation, agrees to indemnify the State for its costs in procuring the services of a new Contractor.

B.23. HEADINGS

Article headings used in the contract are inserted for convenience of reference only and shall not be deemed a part of this contract for any purpose.

B.24. PRIOR UNDERSTANDINGS

This contract incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

C. SOLICITATION SPECIFICATIONS

C.1. PURPOSE

The Oklahoma Department of Central Services, Central Purchasing Division (CP) on behalf of the State of Oklahoma hereafter referred to as "the State" intends to issue a Statewide Contract #: SW750C for Cable Barrier Parts and Maintenance to include labor, equipment, and materials in accordance with the below requirements. Location of work to be completed will be assigned by the using entity's representative. This Statewide Contract will include the repairing of systems that have suffered an impact, purchase of parts needed for repair by state forces, and routine maintenance to increase the service life of the system.

This contract is divided into three (3) segments:

- C.1.1. Cable barrier parts only – Statewide / all counties for state forces uses**
- C.1.2. Cable barrier labor and parts - Oklahoma City Metropolitan Area; Canadian, Cleveland and Oklahoma Counties, and Tulsa County**
- C.1.3. Cable barrier labor and parts - All remaining Counties in Oklahoma, excluding Counties in C.1.2**

Due to three segments under this contract, requirements in section C will apply to either all segments or some segments as indicated in each requirement.

C.2. ORGANIZATION AND PERSONNEL REQUIREMENTS

C.2.1. Organization:

- C.2.1.1.** Contractor must be pre-qualified and their pre-qualifications must be approved by the ODOT Prequalification Committee **(Applied to all segments C.1.1, C.1.2, and C.1.3).**
- C.2.1.2.** Contractor shall be required to have a minimum of three (3) years experience as a cable barrier vendor on highway projects **(Applied to segments C.1.2, and C.1.3).**
- C.2.1.3.** Contractor shall provide and maintain during the entire period of this contract, equipment and material sufficient in number, operational condition and capacity to efficiently perform the work and render services required by this contract. This includes sufficient "back-up" equipment to provide uninterrupted service when equipment breakdown occurs. The following minimal equipment and materials must be owned by the contractor and available for inspection at the contractor's yard located within 2 hours driving time from either the Oklahoma or Tulsa Metropolitan areas **(Applied to segments C.1.2, and C.1.3).**

C.2.1.3.1. 1000 Linear Feet of Cable

C.2.1.3.2. 500 System Posts & Hardware

C.2.1.3.3. 5 Turnbuckles

C.2.1.3.4. 2 End Anchors

- C.2.2.** Except as otherwise provided herein, the Contractor shall obtain and pay for all permits, inspections, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law, ordinance, or regulation pertaining to the Work **(Applied to all segments C.1.1, C.1.2, and C.1.3).**
- C.2.3.** Contractor must be familiar with all Federal, State, and Local Laws, ordinances, rules, and regulations that in any manner affect the work under this solicitation. Ignorance on the part of contractor will in no way relieve him or her from responsibility of compliance with all said laws, ordinances, rules, and regulations **(Applied to all segments C.1.1, C.1.2, and C.1.3).**

C.2.4. Personnel:

- C.2.4.1.** The Contractor's employees shall be identified with the name or logo of the Contractor. The Contractor's employees, officers, agents, and sub contractors shall at no time identify themselves as being employees of the State. Employees shall wear appropriate safety clothing (such as vests) as required by the Manual of Uniform Traffic Control Devices **(Applied to all segments C.1.1, C.1.2, and C.1.3).**
- C.2.4.2.** All drivers of the Contractor's equipment shall at all times possess and carry a valid and proper driver's license **(Applied to all segments C.1.1, C.1.2, and C.1.3).**
- C.2.4.3.** The Contractor's employees shall be properly trained and professional in their performance of their duties. The State may require that the Contractor remove from the job employees who endanger persons or property, display impolite and socially unacceptable behavior, or whose continued employment under this contract is inconsistent with the interest of the State and/or the traveling public **(Applied to segments C.1.2, and C.1.3).**

- C.2.4.4.** The Contractor shall have at least two (2) ATSSA or OTEA Certified Work Zone Supervisors as full time employees. Traffic control implementation at each location must be overseen by an ATSSA Certified Work Zone Supervisor **(Applied to segments C.1.2, and C.1.3).**
- C.2.4.5.** The Contractor's equipment used on this contract shall be identified with the Contractor's company name or logo and be equipped with appropriate warning devices when working on highway right-of-way **(Applied to segments C.1.2, and C.1.3).**

C.3. GENERAL SERVICE WORK REQUIREMENTS (Applied to segments C.1.2, and C.1.3)

- C.3.1.** All work shall be performed in accordance with the 2009 Oklahoma Standard Specifications For Highway Construction and its 2009 Supplement, applicable Special Provisions, manufactures Standard Drawings of type of cable being repaired/replaced, and other details showing installation practices as well as project plan notes. Specific Reference is given to the latest revisions of ODOT Standards
- C.3.2.** Unless provided with a specific pay item, all costs of mobilization and traffic control shall be included in "other items of work". All traffic control shall be in accordance with the current edition of the Manual of Uniform Traffic Control Devices (MUTCD), Part IV, applicable ODOT Standard Drawings (Latest Version), and under the direction of the State.
- C.3.3.** The contractor shall have at least four truck-mounted attenuators, equipped with a Type B Arrow Display. To protect motorists and workers, a truck-mounted attenuator must be utilized at each work site from the beginning of work until work is completed at that site. These attenuators shall meet NCHRP-350 criteria for highway use. Cost is to be included in other items of work.
- C.3.4.** To avoid congestion and safety problems during peak traffic periods, ALL working times must be coordinated and approved by the requesting agency. The contractor may be required to cease operations and return to work at another approved time. It will be considered a breach of contract when work is performed outside of approved times. The contractor may be required to work at night or with limited daytime hours, as may be directed by the requesting agency. Typically, the contractor will only be allowed to work on weekends and between the hours of 9:00 am and 3:00 pm on weekdays in following counties: Oklahoma, Tulsa, Cleveland, McClain, Canadian, and Rogers.
- C.3.5.** For each work order issued by the using entity to the contractor, the contractor shall start work within four calendar days or have the damaged cable barrier area shielded with temporary concrete median barriers or other method approved by the using entity. For multiple-location work order, the using entity will prioritize the locations, with the contractor being expected to start the first location within 4 calendar days. The contractor will be expected to complete the entire work order at the rate of one location per day
- C.3.6.** Contractor must log each Part, and Labor & Equipment cost separately and submit this to the using entity.
- C.3.7.** The State may perform on-site inspection for quality control and for acceptance. However, this does **not** relieve the Contractor's of performing their own quality control.
- C.3.8.** Cleanup: The Contractor will remove all debris, including original cable barrier materials from the right-of-way at the end of each workday. The Contractor will haul off and dispose of all unsalvageable material. All costs for removing, transporting, unloading, or disposing of material will be included in the contract price. Site cleanup will not be paid for separately but will be considered incidental to the work being performed.

C.4. CONTRACTOR'S RESPONSIBILITIES (Applied to segments C.1.2, and C.1.3)

- C.4.1.** Contractor's Employees
- C.4.1.1.** All Contractor's employees shall take all necessary operational and safety precautions during the performance of services to prevent accidents from occurring. Contractor shall ensure all of its employees are properly licensed to operate Contractor's equipment and are properly trained in its' use.
- C.4.1.2.** All contractor's employees shall be in compliance with all OSHA and other State, Federal and Local regulatory agency requirements including the wearing and use of safety equipment.
- C.4.1.3.** The contractor shall provide mentally alert, physically fit, adequately trained and qualified employees to ensure contracted services progress in a safe, orderly and timely manner.
- C.4.1.4.** No visitors, spouses or children of the contractor's employees will be allowed in the work locations during working hours unless they are bona fide employees of the contractor.
- C.4.1.5.** Employees and other individuals are prohibited from having firearms or weapons in their possession while on duty or performing the contracted services as stated herein.

C.4.1.6. Parking of employee (personal) vehicles within the right-of-way will not be permitted.

C.4.2. Supervision

C.4.2.1. The contractor shall provide the using entity with the names and telephone numbers of all On-Site supervisory personnel. An On-Site Supervisor shall be in the work area at all times when work operations are taking place. The On-Site Supervisor shall have authority to make decisions concerning day-to-day operations and shall assist the using entity's appointed representative in making on-site inspections and in coordinating other operational requirements. The On-Site Supervisor shall be competent in all matters relating to the specific job tasks. The On-Site Supervisor shall also possess a copy of this contract and any amendments thereto when performing work under any resultant contract.

C.4.2.2. The On-Site Supervisor shall possess a means of communications with the using entity in advance of and while performing any work under this contract. This form of communication may be cellular telephone or mobile radio.

This requirement is necessary due to the following reasons that include but are not limited to:

C.4.2.2.1. Warnings of emergencies and hazards.

C.4.2.2.2. Response to law enforcement authorities, ambulance, etc.

C.4.2.2.3. Preparation of reports.

C.4.2.2.4. Communication with the using entity's personnel.

C.4.3. Removal of Contractor's Employees:

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The using entity may require that the Contractor remove from the job, covered by this contract, employees who endanger person(s) or property or whose continued employment under this contract is inconsistent with the interest of the using entity.

C.5. USING ENTITY'S RESPONSIBILITIES (Applied to segments C.1.2, and C.1.3)

C.5.1. Suspension of Work

The using entity's representative may suspend operations at any time, when in their judgment, present or impending weather conditions are such that operations cannot be carried out in a safe, effective manner.

The using entity's representative shall immediately suspend operations when work performance is observed in violation of safety rules, regulations or practices.

Violation of safety rules, regulations or practices may be considered grounds for termination of the contract.

C.5.2. Inspection

The using entity's representative may perform periodic inspections to ascertain contractor's compliance with contract requirements. The using entity's representative reserves the right to inspect equipment at any time and require the replacement of any equipment that does not meet minimum serviceability and safety standards.

C.5.3. Acceptance of Work upon Completion

The using entity's representative shall decide all questions which may arise as to the quality and acceptability of any work performed under the contract. Work shall be completed in a responsible and professional manner and in accordance with the specifications, schedules, test plans or performance and operating standards, which are incorporated in the work assignment.

The using entity's representative shall notify the contractor, verbally and in writing of any deficiencies found within the contract limits. Also see section [C.3](#).

C.6. SCOPE OF WORK AND DELIVERABLES (Applied to segment C.1.1)

C.6.1. In Scope

Cable barrier parts for use statewide by State of Oklahoma direct forces and authorized local units of government.

C.6.2. Work and Deliverable

Contractor must provide Deliverables/Services and staff, and otherwise do all things necessary for providing cable barrier parts for State of Oklahoma using entities.

C.7. PRODUCT QUALITY (Applied to segment C.1.1)

C.7.1. Specifications

All products and/or services to be furnished hereunder shall conform to the specifications as noted in the "Price Sheet".

C.7.2. Warranty for Products

Contractor has agreed to transfer to the State any standard manufacturer's warranty with the actual product being proposed.

Cable barrier parts shipped to the ordering locations found not to be in compliance with the product specifications shall be returned at the contractor's expense. All defective items (defect could be due to imperfection in material, damage during transit to the using entity's location, design, or workmanship) shall be replaced free of charge.

The contractor will be the sole point of contact on any problems with the products during the warranty period.

C.7.3. Testing

If requested by using entities, before delivering any of the items to the State, contractor will first perform all required quality assurance activities to verify that the product is complete and conforms with its specifications. Before delivering an item to the State at a State location, contractor must certify to the State that

- C.7.3.1.** it has performed the quality assurance activities,
- C.7.3.2.** it has performed any applicable testing,
- C.7.3.3.** it has corrected all item deficiencies discovered during the quality assurance activities and testing,
- C.7.3.4.** the item is in a suitable state of readiness for the State's review and approval, and
- C.7.3.5.** the item has all Critical Security patches/updates applied, if applicable.

To the extent that testing occurs at State Locations, the State is entitled to observe or otherwise participate in testing. In all cases when item fails to meet manufacturer's specifications, the cost of testing shall be paid for by contractor, on delivered items.

C.7.4. Material Safety Data Sheet

MSDS should be supplied for applicable products with delivery of products, if any.

C.7.5. Product to be New

If applicable, all items provided under this contract by contractor shall be new where contractor has knowledge regarding whether the items are new or assembled from new or serviceable used parts that are like new in performance or have the option of selecting one or the other. Item that is assembled from new or serviceable used parts that are like new in performance is acceptable where contractor does not have knowledge or the ability to select one or other, unless specifically agreed otherwise in writing by the State.

C.8. DELIVERY CAPABILITIES (Applied to segment C.1.1)

C.8.1. Delivery Time Frame

All orders are to be delivered within 15 calendar days after receipt of order by contractor.

C.8.2. Minimum Order

No minimum orders will be considered for this contract.

C.8.3. Packaging

Packaging and containers, etc., shall be in accordance with contractor's commercial practice and shall meet the requirements of Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.

C.8.4. Delivery Term

All prices proposed must be F.O.B. Destination, with transportation charges prepaid on all orders, which already includes in the proposed unit prices.

Unless otherwise specified by the State within an individual order, the following must be applicable to all orders issued under this contract.

- C.8.4.1.** Shipment responsibilities - Deliverables provided under this contract must be delivered "F.O.B. Destination, with transportation charges prepaid on all orders. All shipments shall be by truck and shall arrive at the destinations at a satisfactory time for unloading during regular working hours Monday through Friday, except holidays. Orders and shipments may contain a variety of types of cable barrier components. The contractor must have complete responsibility for providing all deliverables to all locations unless otherwise stated. Actual delivery dates will be specified on the individual purchase order.
- C.8.4.2.** Delivery locations - deliverables will be provided at every State of Oklahoma location within Oklahoma unless otherwise stated in the Specifications. Specific locations will be provided upon issuance of individual purchase orders.
- C.8.4.3.** Damage Disputes - At the time of delivery to State Locations, the State will examine all packages. The quantity of packages delivered must be recorded and any obvious visible or suspected damage must be noted at time of delivery using the shipper's delivery document(s) and appropriate procedures to record

the damage. Where there is no obvious or suspected damage, all deliveries to a State Location must be opened by the State or designated personnel and the contents should be inspected for possible internal damage not visible externally within 21 days of receipt. Any damage must be reported to the contractor within five days of inspection for replacement.

C.9. REFERENCE LOCATIONS (Applied to all segments C.1.1, C.1.2, and C.1.3)

All references to ODOT Standards, Specifications, MUTCD, etc. can be located on ODOT's website at www.okladot.state.ok.us.



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000073127
MIDSTATE TRAFFIC CONTROL INC
12501 N SANTA FE AVE
OKLAHOMA CITY OK 73114-3804

Contract ID 0000000000000000000000002989			Page 2 of 5	
Contract Dates 07/01/2011 to 06/30/2013		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: From Req ID - 5800001677			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Contract Base Pricing	1.80000	EA	0001	
8	1000024437 PART: CASS Cable Splice (Rigging Screw) #5826G	1.00	0.00	0.00	0.00
	Contract Base Pricing	126.00000	EA	0001	
9	1000024438 PART: CASS Tube Sleeve #33982G	1.00	0.00	0.00	0.00
	Contract Base Pricing	72.25000	EA	0001	
10	1000024439 PART: BRIFEN-TL4 System Post & Hardware and includes the following: Post #Z11L Excluder Gasket #41 Post Cap #Z80 Locating Pegs Part A42 Prismatic Reflector (Amber White) #A82	1.00	0.00	0.00	0.00
	Contract Base Pricing	70.00000	EA	0001	
11	1000024440 PART: BRIFEN-TL3 System Post & Hardware and includes the following: Post #A11L Socket #A40 Excluder Gasket #A41 Post Cap #A80 Locating Pegs #A42 Prismatic Reflector (Amber) #A82	1.00	0.00	0.00	0.00
	Contract Base Pricing	85.60000	EA	0001	
12	1000024441 PART: BRIFEN Line Post Socketed TL-4 #15R	1.00	0.00	0.00	0.00
	Contract Base Pricing	60.00000	EA	0001	
13	1000024410 PART: BRIFEN Line Post Socketed TL-3 #A11-L	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000073127
MIDSTATE TRAFFIC CONTROL INC
12501 N SANTA FE AVE
OKLAHOMA CITY OK 73114-3804

Contract ID 0000000000000000000000002989			Page 3 of 5	
Contract Dates 07/01/2011 to 06/30/2013		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: From Req ID - 5800001677			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Contract Base Pricing	43.50000	EA	0001	
14	1000024411 PART: BRIFEN Socket-Galvanized Steel (No Rebar) (TL-4 Line Post) #Z40	1.00	0.00	0.00	0.00
	Contract Base Pricing	32.25000	EA	0001	
15	1000024412 PART: BRIFEN Socket Galvanized Steel (No Rebar) (TL-3 Line Post) #A-40	1.00	0.00	0.00	0.00
	Contract Base Pricing	32.25000	EA	0001	
16	1000024413 PART: BRIFEN Post Cap TL-4 #Z80	1.00	0.00	0.00	0.00
	Contract Base Pricing	3.70000	EA	0001	
17	1000024414 PART: BRIFEN Post Cap TL-3 #A-80	1.00	0.00	0.00	0.00
	Contract Base Pricing	3.70000	EA	0001	
18	1000024415 PART: BRIFEN Excluder Gasket TL-4 #Z41	1.00	0.00	0.00	0.00
	Contract Base Pricing	1.90000	EA	0001	
19	1000024416 PART: BRIFEN Excluder Gasket TL-3 & TL-4 #A-41	1.00	0.00	0.00	0.00
	Contract Base Pricing	1.90000	EA	0001	
20	1000024417 PART: BRIFEN Locating Peg #A42	1.00	0.00	0.00	0.00
	Contract Base Pricing	0.95000	EA	0001	
21	1000024418 PART: BRIFEN Prismatic Reflector #A82 (Amber or White for Post Cap)	1.00	0.00	0.00	0.00

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Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000073127
MIDSTATE TRAFFIC CONTROL INC
12501 N SANTA FE AVE
OKLAHOMA CITY OK 73114-3804

Contract ID 0000000000000000000000002989			Page 5 of 5	
Contract Dates 07/01/2011 to 06/30/2013		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: From Req ID - 5800001677			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Contract Base Pricing	260.00000	EA	0001	
28	1000024407 PART: GIBALTAR Complete Base Plate Post/ Low Fill #4-BPP-72 (2.5" x 3.25" x 6'0")	1.00	0.00	0.00	0.00
	Contract Base Pricing	260.00000	EA	0001	
29	1000024408 PART: GIBALTAR Complete Terminal Section (Complete Unit) #4-TERM	1.00	0.00	0.00	0.00
	Contract Base Pricing	2,690.00000	EA	0001	
30	1000024409 PART: GIBALTAR Rigging Screw #CSTB	1.00	0.00	0.00	0.00
	Contract Base Pricing	281.75000	EA	0001	
31	1000024457 PART: GIBALTAR Line Post Socket #4LNP-S	1.00	0.00	0.00	0.00
	Contract Base Pricing	79.00000	EA	0001	

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

SW750C
Highway Cable Barrier Parts
Fixed Fee
For New Line Items
MidState Traffic Control, Inc. (2989)

Fixed fee in compliance with section B.9; new fixed price.

Actual Cost of Item

Fixed Fee Amount
(\$)

Every one (\$1) dollar of actual cost of item, the fixed fee **\$0.20** will apply.

<p style="text-align: center;">SW750C</p> <p style="text-align: center;">Cable Barrier Installation and Repair Notes</p>	
Note #	Description
A	This item shall include all posts, hardware, labor, etc. necessary to complete installation. All construction and materials shall be in accordance with the Special Provision, manufacturer's specifications, and applicable detail and standard drawings. Salvageable parts (i.e. the Caps, Ground cover, etc.) may be used upon approval by the STATE.
B	All material removed by the Contractor shall become the property of the Contractor and disposed of in a manner approved by the STATE.
C	Price bid shall be for full installation of all Cable (<i>1 LF is equal to 4 - 1' strands of Cable for both TL-3 & TL-4</i>) and all Cable barrier parts for each system.
D	The STATE must be able to respond in a timely manner to repair damaged Cable Barrier. The bid price for the pay item "Emergency Mobilization" will be paid only when the emergency call is made outside of regular hours (To be defined as 7:00 am to 5:00 pm, Monday thru Friday) shall be full compensation for the CONTRACTOR to mobilize and, if necessary, implement a temporary traffic control plan in accordance with MUTCD and ODOT Standards (Latest Version), within two (2) hours of verbal notification for Oklahoma, Canadian, Cleveland, & Tulsa Counties, and Forty (48) hours for all Counties except Oklahoma, Canadian, Cleveland, & Tulsa Counties. The temporary traffic control plan shall require the use of signs, barricades, drums, cones, warning lights, truck-mounted attenuators, etc, the cost of which is to be included in the price bid for this item (exclusive of changeable message signs) . Emergency mobilization and the temporary traffic control plan must be implemented in a manner that causes minimum disruption to the normal flow of traffic.
E	For the following Counties: Oklahoma, Canadian, Cleveland, & Tulsa Counties, the Department will verbally notify the Contractor of the locations, type, and estimated quantities of an "emergency repair" followed up by written notification. Failure of the Contractor to mobilize and implement the temporary traffic control plan within two (2) hours will be considered breach of contract with the Department reserving the right to terminate the contract and re-award to the next low bidder. Permanent repairs should be made as soon as possible and shall be completed within the standard contract time of this contract
F	For all Counties except Oklahoma, Canadian, Cleveland, & Tulsa Counties, the Department will verbally notify the Contractor of the locations, type, and estimated quantities of an "emergency repair" followed up by written notification. Failure of the Contractor to mobilize and implement the temporary traffic control plan within Forty (48) hours will be considered breach of contract with the Department reserving the right to terminate the contract and re-award to the next low bidder. Permanent repairs should be made as soon as possible and shall be completed within the standard contract time of this contract.
G	This item shall include all necessary work for construction of pads under new Cable barrier installations when asphalt milling or type "A" aggregate base is used. This item is used for excavation required to accommodate asphalt milling/or aggregate base. No borrow will be required from an offsite location. Cleaning debris from beneath cable barrier will not be paid for under this item.
H	Reflective Sheeting shall be Type VIII and shall be in accordance with the attached specification for reflective sheeting. The sheeting shall provide at least 7 in ² (4500 mm ²) when viewed on a line parallel to the roadway centerline. The sheeting shall be attached near the top of the post as recommended by the manufacturer. For median installations, the sheeting shall be applied to both sides of the post. For roadside installations, the sheeting shall be applied only to the side of the post facing traffic. The sheeting shall be yellow or white and shall be the same color as the adjacent edge line.
I	PARTIAL REPAIR ITEM. – "Partial Repair (Post)" This pay item is to replace Cable Barrier posts where the existing cables are in functional condition. Price bid for this item shall include the removal and disposal of old posts.
J	PARTIAL REPAIR ITEM – "Partial Repair (Footings)" This pay item is for the replacement of concrete footing in existing cable barrier system. Footings shall be made of Class "AA" and meets all the requirements of Oklahoma Department of Transportation's 2009 specification and cable barriers special provisions. Price bid for this item shall include the removal and disposal of old footings. Minimum size of the footing shall be 12" diameter by 36" heights.
K	This item is for the installation of new socketed cable barrier system, including all posts footings, posts, Cable Barrier systems hardware, labor, and all incidentals required for complete installation. All cable barriers (including posts, hardware, etc.) installed on the National Highway System under this contract shall meet all the requirements of NCHRP-350 (Test Level 4), end anchor shall meet all the requirements of NCHRP-350(Test Level 3), four cable system, maximum of 10.5' post spacing and the latest Oklahoma Special Provision for Cable Barrier System.
L	Minimum size of the footing shall be 12"diameter by 36" heights
M	This item is to be used when deemed necessary by the STATE

N	The temporary traffic control plan shall require the use of signs, barricades, drums, cones, warning lights, truck-mounted attenuators, etc, the cost of which is to be included in the price bid for this item (exclusive of changeable message signs)
O	The pay item for lane closures on interstates is to be used for Cable barrier repairs when lane closures are deemed necessary by the STATE. Lane closures will be paid by the hour. Lane closures may be limited to certain hours based on traffic volumes and the impact a lane closure has on traffic at each particular location.
P	The pay item for lane closures on two lanes - two way highways will be paid for anytime two-way traffic is narrowed to one lane and flag men are deemed necessary by the STATE.
Q	Swedging (Swaging) shall be used to attach fittings to the cable when broken or cut by compressing and deforming the fitting, creating a permanent joint. Mechanical fittings will not be permitted. This pay item includes up to 20' of high tension cable replacement.
R	The pay item for End Anchors will include all hardware and concrete for proper installation in accordance with the Special Provision, manufacturer's specifications, and applicable details and standard drawings.



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000074266
ACTION SAFETY SUPPLY CO
PO BOX 270238
OKLAHOMA CITY OK 73137-0238

Contract ID			Page	
0000000000000000000000002990			1 of 2	
Contract Dates		Currency	Rate Type	Rate Date
07/01/2011 to 06/30/2013		USD	CRRNT	PO Date
Description:		Contract Maximum		
From Req ID - 5800001677		0.00		
TYPE: STATEWIDE-PARTS ONLY ALL COUNTIES				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	1000024420 PART: SAFENCE TL-4 System Post & Hardware and includes the following: C-Post #D-008 Ground Cover C #D-009 Stiffening Frame C #D-0011 Cap C Post #D-0010 Steel Plate C #D-0043 Post Hook C #D-0042 Plastic Spreader 4 C #D-019-020	1.00	0.00	0.00	0.00
	Contract Base Pricing	63.50000	EA	0001	
2	1000024421 PART: SAFENCE C-Post 1230 mm #D-008	1.00	0.00	0.00	0.00
	Contract Base Pricing	40.54000	EA	0001	
3	1000024422 PART: SAFENCE Ground Cover C #D-009	1.00	0.00	0.00	0.00
	Contract Base Pricing	2.66000	EA	0001	
4	1000024423 PART: SAFENCE Stiffening Frame C #D-0011	1.00	0.00	0.00	0.00
	Contract Base Pricing	5.11000	EA	0001	
5	1000024424 PART: SAFENCE Cap C Post #D-0010 #S-8	1.00	0.00	0.00	0.00
	Contract Base Pricing	4.79000	EA	0001	
6	1000024425 PART: SAFENCE Steel Plate C #D-0043	1.00	0.00	0.00	0.00
	Contract Base Pricing	4.69000	EA	0001	
7	1000024473 PART: SAFENCE Post Hook C #D-0042	1.00	0.00	0.00	0.00
	Contract Base Pricing	1.60000	EA	0001	
8	1000024474 PART: SAFENCE Plastic Spreader 4 C #D-019-020	1.00	0.00	0.00	0.00

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Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Signature on File



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000074266
ACTION SAFETY SUPPLY CO
PO BOX 270238
OKLAHOMA CITY OK 73137-0238

Contract ID			Page	
0000000000000000000000002990			2 of 2	
Contract Dates		Currency	Rate Type	Rate Date
07/01/2011 to 06/30/2013		USD	CRRNT	PO Date
Description:			Contract Maximum	
From Req ID - 5800001677			0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Contract Base Pricing	1.39000	EA	0001	
9	1000024475 PART: SAFENCE Rigging Screw	1.00	0.00	0.00	0.00
	Contract Base Pricing	81.40000	EA	0001	
10	1000024400 PART: SAFENCE Plastic Sleeve	1.00	0.00	0.00	0.00
	Contract Base Pricing	10.00000	EA	0001	
11	1000024401 PART: SAFENCE Turnbuckle	1.00	0.00	0.00	0.00
	Contract Base Pricing	38.18000	EA	0001	

COMMENTS:

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Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

SW750C
Highway Cable Barrier Parts
Fixed Fee
For New Line Items
Action Safety Supply Co. (0-2990)

Fixed fee in compliance with section B.9; new fixed price.

Actual Cost of Item

Fixed Fee Amount
(\$)

Every one (\$1) dollar of actual cost of item, the fixed fee **\$0.20** will apply.

<p style="text-align: center;">SW750C</p> <p style="text-align: center;">Cable Barrier Installation and Repair Notes</p>	
Note #	Description
A	This item shall include all posts, hardware, labor, etc. necessary to complete installation. All construction and materials shall be in accordance with the Special Provision, manufacturer's specifications, and applicable detail and standard drawings. Salvageable parts (i.e. the Caps, Ground cover, etc.) may be used upon approval by the STATE.
B	All material removed by the Contractor shall become the property of the Contractor and disposed of in a manner approved by the STATE.
C	Price bid shall be for full installation of all Cable (<i>1 LF is equal to 4 - 1' strands of Cable for both TL-3 & TL-4</i>) and all Cable barrier parts for each system.
D	The STATE must be able to respond in a timely manner to repair damaged Cable Barrier. The bid price for the pay item "Emergency Mobilization" will be paid only when the emergency call is made outside of regular hours (To be defined as 7:00 am to 5:00 pm, Monday thru Friday) shall be full compensation for the CONTRACTOR to mobilize and, if necessary, implement a temporary traffic control plan in accordance with MUTCD and ODOT Standards (Latest Version), within two (2) hours of verbal notification for Oklahoma, Canadian, Cleveland, & Tulsa Counties, and Forty (48) hours for all Counties except Oklahoma, Canadian, Cleveland, & Tulsa Counties. The temporary traffic control plan shall require the use of signs, barricades, drums, cones, warning lights, truck-mounted attenuators, etc, the cost of which is to be included in the price bid for this item (exclusive of changeable message signs) . Emergency mobilization and the temporary traffic control plan must be implemented in a manner that causes minimum disruption to the normal flow of traffic.
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F	For all Counties except Oklahoma, Canadian, Cleveland, & Tulsa Counties, the Department will verbally notify the Contractor of the locations, type, and estimated quantities of an "emergency repair" followed up by written notification. Failure of the Contractor to mobilize and implement the temporary traffic control plan within Forty (48) hours will be considered breach of contract with the Department reserving the right to terminate the contract and re-award to the next low bidder. Permanent repairs should be made as soon as possible and shall be completed within the standard contract time of this contract.
G	This item shall include all necessary work for construction of pads under new Cable barrier installations when asphalt milling or type "A" aggregate base is used. This item is used for excavation required to accommodate asphalt milling/or aggregate base. No borrow will be required from an offsite location. Cleaning debris from beneath cable barrier will not be paid for under this item.
H	Reflective Sheeting shall be Type VIII and shall be in accordance with the attached specification for reflective sheeting. The sheeting shall provide at least 7 in ² (4500 mm ²) when viewed on a line parallel to the roadway centerline. The sheeting shall be attached near the top of the post as recommended by the manufacturer. For median installations, the sheeting shall be applied to both sides of the post. For roadside installations, the sheeting shall be applied only to the side of the post facing traffic. The sheeting shall be yellow or white and shall be the same color as the adjacent edge line.
I	PARTIAL REPAIR ITEM. – "Partial Repair (Post)" This pay item is to replace Cable Barrier posts where the existing cables are in functional condition. Price bid for this item shall include the removal and disposal of old posts.
J	PARTIAL REPAIR ITEM – "Partial Repair (Footings)" This pay item is for the replacement of concrete footing in existing cable barrier system. Footings shall be made of Class "AA" and meets all the requirements of Oklahoma Department of Transportation's 2009 specification and cable barriers special provisions. Price bid for this item shall include the removal and disposal of old footings. Minimum size of the footing shall be 12" diameter by 36" heights.
K	This item is for the installation of new socketed cable barrier system, including all posts footings, posts, Cable Barrier systems hardware, labor, and all incidentals required for complete installation. All cable barriers (including posts, hardware, etc.) installed on the National Highway System under this contract shall meet all the requirements of NCHRP-350 (Test Level 4), end anchor shall meet all the requirements of NCHRP-350(Test Level 3), four cable system, maximum of 10.5' post spacing and the latest Oklahoma Special Provision for Cable Barrier System.
L	Minimum size of the footing shall be 12"diameter by 36" heights
M	This item is to be used when deemed necessary by the STATE

N	The temporary traffic control plan shall require the use of signs, barricades, drums, cones, warning lights, truck-mounted attenuators, etc, the cost of which is to be included in the price bid for this item (exclusive of changeable message signs)
O	The pay item for lane closures on interstates is to be used for Cable barrier repairs when lane closures are deemed necessary by the STATE. Lane closures will be paid by the hour. Lane closures may be limited to certain hours based on traffic volumes and the impact a lane closure has on traffic at each particular location.
P	The pay item for lane closures on two lanes - two way highways will be paid for anytime two-way traffic is narrowed to one lane and flag men are deemed necessary by the STATE.
Q	Swedging (Swaging) shall be used to attach fittings to the cable when broken or cut by compressing and deforming the fitting, creating a permanent joint. Mechanical fittings will not be permitted. This pay item includes up to 20' of high tension cable replacement.
R	The pay item for End Anchors will include all hardware and concrete for proper installation in accordance with the Special Provision, manufacturer's specifications, and applicable details and standard drawings.



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000283565
GORDONS SPECIALTIES INC
720 W WINTERGREEN RD
HUTCHINS TX 75141-3706

Contract ID			Page	
0000000000000000000000002991			1 of 2	
Contract Dates		Currency	Rate Type	Rate Date
07/01/2011 to 06/30/2013		USD	CRRNT	PO Date
Description:		Contract Maximum		
From Req ID - 5800001677		0.00		
TYPE: STATEWIDE-PARTS ONLY ALL COUNTIES				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	1000024458 PART: GSI Cable Line 4.5" (Post & Hardware) #05209-B-Kit	1.00	0.00	0.00	0.00
	Contract Base Pricing	53.25000	EA	0001	
2	1000024459 PART: GSI 4.5' System (Cable Hanger) #05221	1.00	0.00	0.00	0.00
	Contract Base Pricing	10.45000	EA	0001	
3	1000024460 PART: GSI 4.5' System (Hanger Strap) #05222	1.00	0.00	0.00	0.00
	Contract Base Pricing	5.47000	EA	0001	
4	1000024461 PART: GSI 4.5' System (Large Cable Hook Bolt) #05208	1.00	0.00	0.00	0.00
	Contract Base Pricing	2.48000	EA	0001	
5	1000024462 PART: GSI 4.5' System (Small Cable Hook Bolt) #05207	1.00	0.00	0.00	0.00
	Contract Base Pricing	1.96000	EA	0001	
6	1000024463 PART: GSI Cable Line Post 4.5' - 4#/foot #05209-B	1.00	0.00	0.00	0.00
	Contract Base Pricing	28.09000	EA	0001	
7	1000024464 PART: GSI Post Cap without Delineation #05255	1.00	0.00	0.00	0.00
	Contract Base Pricing	4.50000	EA	0001	
8	1000024465 PART: GSI Post Cap with Delineation #05256	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Signature on File



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000283565
GORDONS SPECIALTIES INC
720 W WINTERGREEN RD
HUTCHINS TX 75141-3706

Contract ID			Page	
0000000000000000000000002991			2 of 2	
Contract Dates		Currency	Rate Type	Rate Date
07/01/2011 to 06/30/2013		USD	CRRNT	PO Date
Description:			Contract Maximum	
From Req ID - 5800001677			0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Contract Base Pricing	6.60000	EA	0001	
9	1000024466 PART: GSI Cable Splice (Rigging Screw) #05218-B	1.00	0.00	0.00	0.00
	Contract Base Pricing	88.50000	EA	0001	
10	1000024467 PART: GSI Cable Line Post Socket #05223	1.00	0.00	0.00	0.00
	Contract Base Pricing	12.70000	EA	0001	
11	1000024468 PART: NU-TEN 4 CABLE - Part # 1NUTEN-4CAB	1.00	0.00	0.00	0.00
	Contract Base Pricing	2,015.25000	EA	0001	
12	1000024469 PART: CRP Kit - Part # 05251 Kit	1.00	0.00	0.00	0.00
	Contract Base Pricing	475.61000	EA	0001	

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

<p style="text-align: center;">SW750C</p> <p style="text-align: center;">Cable Barrier Installation and Repair Notes</p>	
Note #	Description
A	This item shall include all posts, hardware, labor, etc. necessary to complete installation. All construction and materials shall be in accordance with the Special Provision, manufacturer's specifications, and applicable detail and standard drawings. Salvageable parts (i.e. the Caps, Ground cover, etc.) may be used upon approval by the STATE.
B	All material removed by the Contractor shall become the property of the Contractor and disposed of in a manner approved by the STATE.
C	Price bid shall be for full installation of all Cable (<i>1 LF is equal to 4 - 1' strands of Cable for both TL-3 & TL-4</i>) and all Cable barrier parts for each system.
D	The STATE must be able to respond in a timely manner to repair damaged Cable Barrier. The bid price for the pay item "Emergency Mobilization" will be paid only when the emergency call is made outside of regular hours (To be defined as 7:00 am to 5:00 pm, Monday thru Friday) shall be full compensation for the CONTRACTOR to mobilize and, if necessary, implement a temporary traffic control plan in accordance with MUTCD and ODOT Standards (Latest Version), within two (2) hours of verbal notification for Oklahoma, Canadian, Cleveland, & Tulsa Counties, and Forty (48) hours for all Counties except Oklahoma, Canadian, Cleveland, & Tulsa Counties. The temporary traffic control plan shall require the use of signs, barricades, drums, cones, warning lights, truck-mounted attenuators, etc, the cost of which is to be included in the price bid for this item (exclusive of changeable message signs) . Emergency mobilization and the temporary traffic control plan must be implemented in a manner that causes minimum disruption to the normal flow of traffic.
E	For the following Counties: Oklahoma, Canadian, Cleveland, & Tulsa Counties, the Department will verbally notify the Contractor of the locations, type, and estimated quantities of an "emergency repair" followed up by written notification. Failure of the Contractor to mobilize and implement the temporary traffic control plan within two (2) hours will be considered breach of contract with the Department reserving the right to terminate the contract and re-award to the next low bidder. Permanent repairs should be made as soon as possible and shall be completed within the standard contract time of this contract
F	For all Counties except Oklahoma, Canadian, Cleveland, & Tulsa Counties, the Department will verbally notify the Contractor of the locations, type, and estimated quantities of an "emergency repair" followed up by written notification. Failure of the Contractor to mobilize and implement the temporary traffic control plan within Forty (48) hours will be considered breach of contract with the Department reserving the right to terminate the contract and re-award to the next low bidder. Permanent repairs should be made as soon as possible and shall be completed within the standard contract time of this contract.
G	This item shall include all necessary work for construction of pads under new Cable barrier installations when asphalt milling or type "A" aggregate base is used. This item is used for excavation required to accommodate asphalt milling/or aggregate base. No borrow will be required from an offsite location. Cleaning debris from beneath cable barrier will not be paid for under this item.
H	Reflective Sheeting shall be Type VIII and shall be in accordance with the attached specification for reflective sheeting. The sheeting shall provide at least 7 in ² (4500 mm ²) when viewed on a line parallel to the roadway centerline. The sheeting shall be attached near the top of the post as recommended by the manufacturer. For median installations, the sheeting shall be applied to both sides of the post. For roadside installations, the sheeting shall be applied only to the side of the post facing traffic. The sheeting shall be yellow or white and shall be the same color as the adjacent edge line.
I	PARTIAL REPAIR ITEM. – "Partial Repair (Post)" This pay item is to replace Cable Barrier posts where the existing cables are in functional condition. Price bid for this item shall include the removal and disposal of old posts.
J	PARTIAL REPAIR ITEM – "Partial Repair (Footings)" This pay item is for the replacement of concrete footing in existing cable barrier system. Footings shall be made of Class "AA" and meets all the requirements of Oklahoma Department of Transportation's 2009 specification and cable barriers special provisions. Price bid for this item shall include the removal and disposal of old footings. Minimum size of the footing shall be 12" diameter by 36" heights.
K	This item is for the installation of new socketed cable barrier system, including all posts footings, posts, Cable Barrier systems hardware, labor, and all incidentals required for complete installation. All cable barriers (including posts, hardware, etc.) installed on the National Highway System under this contract shall meet all the requirements of NCHRP-350 (Test Level 4), end anchor shall meet all the requirements of NCHRP-350(Test Level 3), four cable system, maximum of 10.5' post spacing and the latest Oklahoma Special Provision for Cable Barrier System.
L	Minimum size of the footing shall be 12"diameter by 36" heights
M	This item is to be used when deemed necessary by the STATE

N	The temporary traffic control plan shall require the use of signs, barricades, drums, cones, warning lights, truck-mounted attenuators, etc, the cost of which is to be included in the price bid for this item (exclusive of changeable message signs)
O	The pay item for lane closures on interstates is to be used for Cable barrier repairs when lane closures are deemed necessary by the STATE. Lane closures will be paid by the hour. Lane closures may be limited to certain hours based on traffic volumes and the impact a lane closure has on traffic at each particular location.
P	The pay item for lane closures on two lanes - two way highways will be paid for anytime two-way traffic is narrowed to one lane and flag men are deemed necessary by the STATE.
Q	Swedging (Swaging) shall be used to attach fittings to the cable when broken or cut by compressing and deforming the fitting, creating a permanent joint. Mechanical fittings will not be permitted. This pay item includes up to 20' of high tension cable replacement.
R	The pay item for End Anchors will include all hardware and concrete for proper installation in accordance with the Special Provision, manufacturer's specifications, and applicable details and standard drawings.



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000073127
MIDSTATE TRAFFIC CONTROL INC
12501 N SANTA FE AVE
OKLAHOMA CITY OK 73114-3804

Contract ID 0000000000000000000000002994			Page 2 of 2	
Contract Dates 07/01/2011 to 06/30/2013		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: From Req ID - 5800001682			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
8	1000024452 SERVICE: Interstate Lane Closure See Notes # M, N, O	1.00	0.00	0.00	0.00
	Contract Base Pricing 300.00000 A8 0001				
9	1000024453 SERVICE: 2 Lane - 2 Way Lane Closure See Notes # M, N, P	1.00	0.00	0.00	0.00
	Contract Base Pricing 200.00000 A8 0001				
10	1000024454 SERVICE: Swedging (Swaging) See Note # Q	1.00	0.00	0.00	0.00
	Contract Base Pricing 500.00000 EA 0001				
11	1000024455 SERVICE: BRIFEN End Anchors See Note # R	1.00	0.00	0.00	0.00
	Contract Base Pricing 2,000.00000 EA 0001				
12	1000024428 SERVICE: NU-TEN 4 CABLE - Part # 1NUTEN-4CAB See Note # R	1.00	0.00	0.00	0.00
	Contract Base Pricing 1,500.00000 EA 0001				
13	1000024429 SERVICE: CRP Kit - Part # 05251 Kit See Note # R	1.00	0.00	0.00	0.00
	Contract Base Pricing 900.00000 EA 0001				

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

SW750C
Highway Cable Barrier Maintenance - Metro Area
Fixed Fee
For New Line Items
MidState Traffic Control, Inc. (0-2994)

Fixed fee in compliance with section B.9; new fixed price.

Actual Cost of Item	Fixed Fee Amount (\$)
---------------------	--------------------------

Every one (\$1) dollar of actual cost of item, the fixed fee \$0.20 will apply.

<p style="text-align: center;">SW750C</p> <p style="text-align: center;">Cable Barrier Installation and Repair Notes</p>	
Note #	Description
A	This item shall include all posts, hardware, labor, etc. necessary to complete installation. All construction and materials shall be in accordance with the Special Provision, manufacturer's specifications, and applicable detail and standard drawings. Salvageable parts (i.e. the Caps, Ground cover, etc.) may be used upon approval by the STATE.
B	All material removed by the Contractor shall become the property of the Contractor and disposed of in a manner approved by the STATE.
C	Price bid shall be for full installation of all Cable (<i>1 LF is equal to 4 - 1' strands of Cable for both TL-3 & TL-4</i>) and all Cable barrier parts for each system.
D	The STATE must be able to respond in a timely manner to repair damaged Cable Barrier. The bid price for the pay item "Emergency Mobilization" will be paid only when the emergency call is made outside of regular hours (To be defined as 7:00 am to 5:00 pm, Monday thru Friday) shall be full compensation for the CONTRACTOR to mobilize and, if necessary, implement a temporary traffic control plan in accordance with MUTCD and ODOT Standards (Latest Version), within two (2) hours of verbal notification for Oklahoma, Canadian, Cleveland, & Tulsa Counties, and Forty (48) hours for all Counties except Oklahoma, Canadian, Cleveland, & Tulsa Counties. The temporary traffic control plan shall require the use of signs, barricades, drums, cones, warning lights, truck-mounted attenuators, etc, the cost of which is to be included in the price bid for this item (exclusive of changeable message signs) . Emergency mobilization and the temporary traffic control plan must be implemented in a manner that causes minimum disruption to the normal flow of traffic.
E	For the following Counties: Oklahoma, Canadian, Cleveland, & Tulsa Counties, the Department will verbally notify the Contractor of the locations, type, and estimated quantities of an "emergency repair" followed up by written notification. Failure of the Contractor to mobilize and implement the temporary traffic control plan within two (2) hours will be considered breach of contract with the Department reserving the right to terminate the contract and re-award to the next low bidder. Permanent repairs should be made as soon as possible and shall be completed within the standard contract time of this contract
F	For all Counties except Oklahoma, Canadian, Cleveland, & Tulsa Counties, the Department will verbally notify the Contractor of the locations, type, and estimated quantities of an "emergency repair" followed up by written notification. Failure of the Contractor to mobilize and implement the temporary traffic control plan within Forty (48) hours will be considered breach of contract with the Department reserving the right to terminate the contract and re-award to the next low bidder. Permanent repairs should be made as soon as possible and shall be completed within the standard contract time of this contract.
G	This item shall include all necessary work for construction of pads under new Cable barrier installations when asphalt milling or type "A" aggregate base is used. This item is used for excavation required to accommodate asphalt milling/or aggregate base. No borrow will be required from an offsite location. Cleaning debris from beneath cable barrier will not be paid for under this item.
H	Reflective Sheeting shall be Type VIII and shall be in accordance with the attached specification for reflective sheeting. The sheeting shall provide at least 7 in ² (4500 mm ²) when viewed on a line parallel to the roadway centerline. The sheeting shall be attached near the top of the post as recommended by the manufacturer. For median installations, the sheeting shall be applied to both sides of the post. For roadside installations, the sheeting shall be applied only to the side of the post facing traffic. The sheeting shall be yellow or white and shall be the same color as the adjacent edge line.
I	PARTIAL REPAIR ITEM. – "Partial Repair (Post)" This pay item is to replace Cable Barrier posts where the existing cables are in functional condition. Price bid for this item shall include the removal and disposal of old posts.
J	PARTIAL REPAIR ITEM – "Partial Repair (Footings)" This pay item is for the replacement of concrete footing in existing cable barrier system. Footings shall be made of Class "AA" and meets all the requirements of Oklahoma Department of Transportation's 2009 specification and cable barriers special provisions. Price bid for this item shall include the removal and disposal of old footings. Minimum size of the footing shall be 12" diameter by 36" heights.
K	This item is for the installation of new socketed cable barrier system, including all posts footings, posts, Cable Barrier systems hardware, labor, and all incidentals required for complete installation. All cable barriers (including posts, hardware, etc.) installed on the National Highway System under this contract shall meet all the requirements of NCHRP-350 (Test Level 4), end anchor shall meet all the requirements of NCHRP-350(Test Level 3), four cable system, maximum of 10.5' post spacing and the latest Oklahoma Special Provision for Cable Barrier System.
L	Minimum size of the footing shall be 12"diameter by 36" heights
M	This item is to be used when deemed necessary by the STATE

N	The temporary traffic control plan shall require the use of signs, barricades, drums, cones, warning lights, truck-mounted attenuators, etc, the cost of which is to be included in the price bid for this item (exclusive of changeable message signs)
O	The pay item for lane closures on interstates is to be used for Cable barrier repairs when lane closures are deemed necessary by the STATE. Lane closures will be paid by the hour. Lane closures may be limited to certain hours based on traffic volumes and the impact a lane closure has on traffic at each particular location.
P	The pay item for lane closures on two lanes - two way highways will be paid for anytime two-way traffic is narrowed to one lane and flag men are deemed necessary by the STATE.
Q	Swedging (Swaging) shall be used to attach fittings to the cable when broken or cut by compressing and deforming the fitting, creating a permanent joint. Mechanical fittings will not be permitted. This pay item includes up to 20' of high tension cable replacement.
R	The pay item for End Anchors will include all hardware and concrete for proper installation in accordance with the Special Provision, manufacturer's specifications, and applicable details and standard drawings.



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000074266
 ACTION SAFETY SUPPLY CO
 PO BOX 270238
 OKLAHOMA CITY OK 73137-0238

Contract ID			Page	
0000000000000000000000002995			1 of 3	
Contract Dates		Currency	Rate Type	Rate Date
07/01/2011 to 06/30/2013		USD	CRRNT	PO Date
Description:		Contract Maximum		
From Req ID - 5800001682		0.00		
TYPE: STATEWIDE-MAINTENANCE/METRO				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	1000024471 SERVICE: CASS Partial Repair (Post) See Notes # A, B, H, I	1.00	0.00	0.00	0.00
	Contract Base Pricing	228.75000	EA	0001	
2	1000024472 SERVICE: SAFENCE Partial Repair (Post) See Notes # A, B, H, I	1.00	0.00	0.00	0.00
	Contract Base Pricing	88.00000	EA	0001	
3	1000024442 SERVICE: GIBALTAR Partial Repair (Post) See Notes # A, B, H, I	1.00	0.00	0.00	0.00
	Contract Base Pricing	270.90000	EA	0001	
4	1000024443 SERVICE: Partial Repair (Footing) (CASS, BRIFEN, SAFENCE, GIBALTAR) See Notes # J, L	1.00	0.00	0.00	0.00
	Contract Base Pricing	130.00000	EA	0001	
5	1000024445 SERVICE: CASS Installation Cable Barrier System See Notes # C, G, H, K, L	1.00	0.00	0.00	0.00
	Contract Base Pricing	28.00000	LF	0001	
6	1000024446 SERVICE: SAFENCE Installation Cable Barrier System See Notes # C, G, H, K, L	1.00	0.00	0.00	0.00
	Contract Base Pricing	18.27000	LF	0001	
7	1000024447 SERVICE: GIBALTAR Installation Cable Barrier System See Notes # C, G, H, K, L	1.00	0.00	0.00	0.00
	Contract Base Pricing	29.00000	LF	0001	

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Signature on File



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000074266
ACTION SAFETY SUPPLY CO
PO BOX 270238
OKLAHOMA CITY OK 73137-0238

Contract ID 0000000000000000000000002995			Page 2 of 3	
Contract Dates 07/01/2011 to 06/30/2013		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: From Req ID - 5800001682			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
8	1000024448 SERVICE: Pads Construction Under Cable Barrier See Notes # B, G	1.00	0.00	0.00	0.00
	Contract Base Pricing	12.00000	LF	0001	
9	1000024449 SERVICE: Changeable Message Sign See Note # M	1.00	0.00	0.00	0.00
	Contract Base Pricing	50.00000	EA	0001	
10	1000024450 SERVICE: Emergency Mobilization See Notes # D, E, F, M	1.00	0.00	0.00	0.00
	Contract Base Pricing	611.00000	EA	0001	
11	1000024451 SERVICE: Traffic Control See Notes # M, N	1.00	0.00	0.00	0.00
	Contract Base Pricing	342.00000	EA	0001	
12	1000024452 SERVICE: Interstate Lane Closure See Notes # M, N, O	1.00	0.00	0.00	0.00
	Contract Base Pricing	114.00000	A8	0001	
13	1000024453 SERVICE: 2 Lane - 2 Way Lane Closure See Notes # M, N, P	1.00	0.00	0.00	0.00
	Contract Base Pricing	35.00000	A8	0001	
14	1000024454 SERVICE: Swedging (Swaging) See Note # Q	1.00	0.00	0.00	0.00
	Contract Base Pricing	276.00000	EA	0001	
15	1000024456 SERVICE: CASS End Anchors	1.00	0.00	0.00	0.00

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Authorized Signature



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000074266
ACTION SAFETY SUPPLY CO
PO BOX 270238
OKLAHOMA CITY OK 73137-0238

Contract ID 000000000000000000002995			Page 3 of 3	
Contract Dates 07/01/2011 to 06/30/2013		Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: From Req ID - 5800001682			Contract Maximum 0.00	
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
See Note # R					
	Contract Base Pricing	4,600.00000	EA	0001	
16	1000024426 SERVICE: SAFENCE End Anchors See Note # R	1.00	0.00	0.00	0.00
	Contract Base Pricing	2,700.00000	EA	0001	
17	1000024427 SERVICE: GIBALTAR End Anchors See Note # R	1.00	0.00	0.00	0.00
	Contract Base Pricing	4,843.75000	EA	0001	

COMMENTS:

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Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

SW750C
Highway Cable Barrier Maintenance - Metro Area
Fixed Fee
For New Line Items
Action Safety Supply Co. (0-2995)

Fixed fee in compliance with section B.9; new fixed price.

Actual Cost of Item	Fixed Fee Amount (\$)
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Every one (\$1) dollar of actual cost of item, the fixed fee **\$0.20** will apply.

<p style="text-align: center;">SW750C</p> <p style="text-align: center;">Cable Barrier Installation and Repair Notes</p>	
Note #	Description
A	This item shall include all posts, hardware, labor, etc. necessary to complete installation. All construction and materials shall be in accordance with the Special Provision, manufacturer's specifications, and applicable detail and standard drawings. Salvageable parts (i.e. the Caps, Ground cover, etc.) may be used upon approval by the STATE.
B	All material removed by the Contractor shall become the property of the Contractor and disposed of in a manner approved by the STATE.
C	Price bid shall be for full installation of all Cable (<i>1 LF is equal to 4 - 1' strands of Cable for both TL-3 & TL-4</i>) and all Cable barrier parts for each system.
D	The STATE must be able to respond in a timely manner to repair damaged Cable Barrier. The bid price for the pay item "Emergency Mobilization" will be paid only when the emergency call is made outside of regular hours (To be defined as 7:00 am to 5:00 pm, Monday thru Friday) shall be full compensation for the CONTRACTOR to mobilize and, if necessary, implement a temporary traffic control plan in accordance with MUTCD and ODOT Standards (Latest Version), within two (2) hours of verbal notification for Oklahoma, Canadian, Cleveland, & Tulsa Counties, and Forty (48) hours for all Counties except Oklahoma, Canadian, Cleveland, & Tulsa Counties. The temporary traffic control plan shall require the use of signs, barricades, drums, cones, warning lights, truck-mounted attenuators, etc, the cost of which is to be included in the price bid for this item (exclusive of changeable message signs) . Emergency mobilization and the temporary traffic control plan must be implemented in a manner that causes minimum disruption to the normal flow of traffic.
E	For the following Counties: Oklahoma, Canadian, Cleveland, & Tulsa Counties, the Department will verbally notify the Contractor of the locations, type, and estimated quantities of an "emergency repair" followed up by written notification. Failure of the Contractor to mobilize and implement the temporary traffic control plan within two (2) hours will be considered breach of contract with the Department reserving the right to terminate the contract and re-award to the next low bidder. Permanent repairs should be made as soon as possible and shall be completed within the standard contract time of this contract
F	For all Counties except Oklahoma, Canadian, Cleveland, & Tulsa Counties, the Department will verbally notify the Contractor of the locations, type, and estimated quantities of an "emergency repair" followed up by written notification. Failure of the Contractor to mobilize and implement the temporary traffic control plan within Forty (48) hours will be considered breach of contract with the Department reserving the right to terminate the contract and re-award to the next low bidder. Permanent repairs should be made as soon as possible and shall be completed within the standard contract time of this contract.
G	This item shall include all necessary work for construction of pads under new Cable barrier installations when asphalt milling or type "A" aggregate base is used. This item is used for excavation required to accommodate asphalt milling/or aggregate base. No borrow will be required from an offsite location. Cleaning debris from beneath cable barrier will not be paid for under this item.
H	Reflective Sheeting shall be Type VIII and shall be in accordance with the attached specification for reflective sheeting. The sheeting shall provide at least 7 in ² (4500 mm ²) when viewed on a line parallel to the roadway centerline. The sheeting shall be attached near the top of the post as recommended by the manufacturer. For median installations, the sheeting shall be applied to both sides of the post. For roadside installations, the sheeting shall be applied only to the side of the post facing traffic. The sheeting shall be yellow or white and shall be the same color as the adjacent edge line.
I	PARTIAL REPAIR ITEM. – "Partial Repair (Post)" This pay item is to replace Cable Barrier posts where the existing cables are in functional condition. Price bid for this item shall include the removal and disposal of old posts.
J	PARTIAL REPAIR ITEM – "Partial Repair (Footings)" This pay item is for the replacement of concrete footing in existing cable barrier system. Footings shall be made of Class "AA" and meets all the requirements of Oklahoma Department of Transportation's 2009 specification and cable barriers special provisions. Price bid for this item shall include the removal and disposal of old footings. Minimum size of the footing shall be 12" diameter by 36" heights.
K	This item is for the installation of new socketed cable barrier system, including all posts footings, posts, Cable Barrier systems hardware, labor, and all incidentals required for complete installation. All cable barriers (including posts, hardware, etc.) installed on the National Highway System under this contract shall meet all the requirements of NCHRP-350 (Test Level 4), end anchor shall meet all the requirements of NCHRP-350(Test Level 3), four cable system, maximum of 10.5' post spacing and the latest Oklahoma Special Provision for Cable Barrier System.
L	Minimum size of the footing shall be 12"diameter by 36" heights
M	This item is to be used when deemed necessary by the STATE

N	The temporary traffic control plan shall require the use of signs, barricades, drums, cones, warning lights, truck-mounted attenuators, etc, the cost of which is to be included in the price bid for this item (exclusive of changeable message signs)
O	The pay item for lane closures on interstates is to be used for Cable barrier repairs when lane closures are deemed necessary by the STATE. Lane closures will be paid by the hour. Lane closures may be limited to certain hours based on traffic volumes and the impact a lane closure has on traffic at each particular location.
P	The pay item for lane closures on two lanes - two way highways will be paid for anytime two-way traffic is narrowed to one lane and flag men are deemed necessary by the STATE.
Q	Swedging (Swaging) shall be used to attach fittings to the cable when broken or cut by compressing and deforming the fitting, creating a permanent joint. Mechanical fittings will not be permitted. This pay item includes up to 20' of high tension cable replacement.
R	The pay item for End Anchors will include all hardware and concrete for proper installation in accordance with the Special Provision, manufacturer's specifications, and applicable details and standard drawings.



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000074266
ACTION SAFETY SUPPLY CO
PO BOX 270238
OKLAHOMA CITY OK 73137-0238

Contract ID			Page	
0000000000000000000000002997			1 of 3	
Contract Dates		Currency	Rate Type	Rate Date
07/01/2011 to 06/30/2013		USD	CRRNT	PO Date
Description:		Contract Maximum		
From Req ID - 5800001681		0.00		
TYPE: STATEWIDE-MAINTENANCE/OUTSIDE MET				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	1000024471 SERVICE: CASS Partial Repair (Post) See Notes # A, B, H, I	1.00	0.00	0.00	0.00
	Contract Base Pricing	250.75000	EA	0001	
2	1000024472 SERVICE: SAFENCE Partial Repair (Post) See Notes # A, B, H, I	1.00	0.00	0.00	0.00
	Contract Base Pricing	140.00000	EA	0001	
3	1000024442 SERVICE: GIBALTAR Partial Repair (Post) See Notes # A, B, H, I	1.00	0.00	0.00	0.00
	Contract Base Pricing	322.90000	EA	0001	
4	1000024443 SERVICE: Partial Repair (Footing) (CASS, BRIFEN, SAFENCE, GIBALTAR) See Notes # J, L	1.00	0.00	0.00	0.00
	Contract Base Pricing	240.00000	EA	0001	
5	1000024445 SERVICE: CASS Installation Cable Barrier System See Notes # C, G, H, K, L	1.00	0.00	0.00	0.00
	Contract Base Pricing	31.00000	LF	0001	
6	1000024446 SERVICE: SAFENCE Installation Cable Barrier System See Notes # C, G, H, K, L	1.00	0.00	0.00	0.00
	Contract Base Pricing	21.00000	LF	0001	
7	1000024447 SERVICE: GIBALTAR Installation Cable Barrier System See Notes # C, G, H, K, L	1.00	0.00	0.00	0.00
	Contract Base Pricing	30.00000	LF	0001	

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Signature on File



Dispatch via Print

Contract ID			Page	
0000000000000000000000002997			3 of 3	
Contract Dates	Currency	Rate Type	Rate Date	
07/02/2011 to 06/30/2013	USD	CRRNT	PO Date	
Description:		Contract Maximum		
From Req ID - 5800001681		0.00		
TYPE: STATEWIDE				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	See Note # R				
	Contract Base Pricing	5,400.00000	EA	0001	
16	1000024426 SERVICE: SAFENCE End Anchors See Note # R	1.00	0.00	0.00	0.00
	Contract Base Pricing	3,500.00000	EA	0001	
17	1000024427 SERVICE: GIBRALTAR End Anchors See Note # R	1.00	0.00	0.00	0.00
	Contract Base Pricing	5,643.75000	EA	0001	

COMMENTS:

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

SW750C
Highway Cable Barrier Maintenance - Remaining Counties
Fixed Fee
For New Line Items
Action Safety Supply Co. (0-2997)

Fixed fee in compliance with section B.9; new fixed price.

Actual Cost of Item	Fixed Fee Amount (\$)
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Every one (\$1) dollar of actual cost of item, the fixed fee **\$0.20** will apply.

<p style="text-align: center;">SW750C</p> <p style="text-align: center;">Cable Barrier Installation and Repair Notes</p>	
Note #	Description
A	This item shall include all posts, hardware, labor, etc. necessary to complete installation. All construction and materials shall be in accordance with the Special Provision, manufacturer's specifications, and applicable detail and standard drawings. Salvageable parts (i.e. the Caps, Ground cover, etc.) may be used upon approval by the STATE.
B	All material removed by the Contractor shall become the property of the Contractor and disposed of in a manner approved by the STATE.
C	Price bid shall be for full installation of all Cable (<i>1 LF is equal to 4 - 1' strands of Cable for both TL-3 & TL-4</i>) and all Cable barrier parts for each system.
D	The STATE must be able to respond in a timely manner to repair damaged Cable Barrier. The bid price for the pay item "Emergency Mobilization" will be paid only when the emergency call is made outside of regular hours (To be defined as 7:00 am to 5:00 pm, Monday thru Friday) shall be full compensation for the CONTRACTOR to mobilize and, if necessary, implement a temporary traffic control plan in accordance with MUTCD and ODOT Standards (Latest Version), within two (2) hours of verbal notification for Oklahoma, Canadian, Cleveland, & Tulsa Counties, and Forty (48) hours for all Counties except Oklahoma, Canadian, Cleveland, & Tulsa Counties. The temporary traffic control plan shall require the use of signs, barricades, drums, cones, warning lights, truck-mounted attenuators, etc, the cost of which is to be included in the price bid for this item (exclusive of changeable message signs) . Emergency mobilization and the temporary traffic control plan must be implemented in a manner that causes minimum disruption to the normal flow of traffic.
E	For the following Counties: Oklahoma, Canadian, Cleveland, & Tulsa Counties, the Department will verbally notify the Contractor of the locations, type, and estimated quantities of an "emergency repair" followed up by written notification. Failure of the Contractor to mobilize and implement the temporary traffic control plan within two (2) hours will be considered breach of contract with the Department reserving the right to terminate the contract and re-award to the next low bidder. Permanent repairs should be made as soon as possible and shall be completed within the standard contract time of this contract
F	For all Counties except Oklahoma, Canadian, Cleveland, & Tulsa Counties, the Department will verbally notify the Contractor of the locations, type, and estimated quantities of an "emergency repair" followed up by written notification. Failure of the Contractor to mobilize and implement the temporary traffic control plan within Forty (48) hours will be considered breach of contract with the Department reserving the right to terminate the contract and re-award to the next low bidder. Permanent repairs should be made as soon as possible and shall be completed within the standard contract time of this contract.
G	This item shall include all necessary work for construction of pads under new Cable barrier installations when asphalt milling or type "A" aggregate base is used. This item is used for excavation required to accommodate asphalt milling/or aggregate base. No borrow will be required from an offsite location. Cleaning debris from beneath cable barrier will not be paid for under this item.
H	Reflective Sheeting shall be Type VIII and shall be in accordance with the attached specification for reflective sheeting. The sheeting shall provide at least 7 in ² (4500 mm ²) when viewed on a line parallel to the roadway centerline. The sheeting shall be attached near the top of the post as recommended by the manufacturer. For median installations, the sheeting shall be applied to both sides of the post. For roadside installations, the sheeting shall be applied only to the side of the post facing traffic. The sheeting shall be yellow or white and shall be the same color as the adjacent edge line.
I	PARTIAL REPAIR ITEM. – "Partial Repair (Post)" This pay item is to replace Cable Barrier posts where the existing cables are in functional condition. Price bid for this item shall include the removal and disposal of old posts.
J	PARTIAL REPAIR ITEM – "Partial Repair (Footings)" This pay item is for the replacement of concrete footing in existing cable barrier system. Footings shall be made of Class "AA" and meets all the requirements of Oklahoma Department of Transportation's 2009 specification and cable barriers special provisions. Price bid for this item shall include the removal and disposal of old footings. Minimum size of the footing shall be 12" diameter by 36" heights.
K	This item is for the installation of new socketed cable barrier system, including all posts footings, posts, Cable Barrier systems hardware, labor, and all incidentals required for complete installation. All cable barriers (including posts, hardware, etc.) installed on the National Highway System under this contract shall meet all the requirements of NCHRP-350 (Test Level 4), end anchor shall meet all the requirements of NCHRP-350(Test Level 3), four cable system, maximum of 10.5' post spacing and the latest Oklahoma Special Provision for Cable Barrier System.
L	Minimum size of the footing shall be 12"diameter by 36" heights
M	This item is to be used when deemed necessary by the STATE

N	The temporary traffic control plan shall require the use of signs, barricades, drums, cones, warning lights, truck-mounted attenuators, etc, the cost of which is to be included in the price bid for this item (exclusive of changeable message signs)
O	The pay item for lane closures on interstates is to be used for Cable barrier repairs when lane closures are deemed necessary by the STATE. Lane closures will be paid by the hour. Lane closures may be limited to certain hours based on traffic volumes and the impact a lane closure has on traffic at each particular location.
P	The pay item for lane closures on two lanes - two way highways will be paid for anytime two-way traffic is narrowed to one lane and flag men are deemed necessary by the STATE.
Q	Swedging (Swaging) shall be used to attach fittings to the cable when broken or cut by compressing and deforming the fitting, creating a permanent joint. Mechanical fittings will not be permitted. This pay item includes up to 20' of high tension cable replacement.
R	The pay item for End Anchors will include all hardware and concrete for proper installation in accordance with the Special Provision, manufacturer's specifications, and applicable details and standard drawings.



CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000073127
MIDSTATE TRAFFIC CONTROL INC
 12501 N SANTA FE AVE
 OKLAHOMA CITY OK 73114-3804

Contract ID			Page	
0000000000000000000000002996			1 of 2	
Contract Dates		Currency	Rate Type	Rate Date
07/01/2011 to 06/30/2013		USD	CRRNT	PO Date
Description:		Contract Maximum		
From Req ID - 5800001681		0.00		
TYPE: STATEWIDE-MAINTENANCE/OUTSIDE METRO				

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	1000024470 SERVICE: BRIFEN Partial Repair (Post) See Notes # A, B, H, I	1.00	0.00	0.00	0.00
	Contract Base Pricing	200.00000	EA	0001	
2	1000024443 SERVICE: Partial Repair (Footings) (CASS, BRIFEN, SAFENCE, GIBRALTAR) See Notes # J, L	1.00	0.00	0.00	0.00
	Contract Base Pricing	500.00000	EA	0001	
3	1000024444 SERVICE: BRIFEN Installation Cable Barrier System See Notes # C, G, H, K, L	1.00	0.00	0.00	0.00
	Contract Base Pricing	40.00000	LF	0001	
4	1000024448 SERVICE: Pads Construction Under Cable Barrier See Notes # B, G	1.00	0.00	0.00	0.00
	Contract Base Pricing	200.00000	LF	0001	
5	1000024449 SERVICE: Changeable Message Sign See Note # M	1.00	0.00	0.00	0.00
	Contract Base Pricing	85.00000	EA	0001	
6	1000024450 SERVICE: Emergency Mobilization See Notes # D, E, F, M	1.00	0.00	0.00	0.00
	Contract Base Pricing	1,500.00000	EA	0001	
7	1000024451 SERVICE: Traffic Control See Notes # M, N	1.00	0.00	0.00	0.00
	Contract Base Pricing	750.00000	EA	0001	

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 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature
 Signature on File



Dispatch via Print

Vendor ID 0000073127
MIDSTATE TRAFFIC CONTROL INC
12501 N SANTA FE AVE
OKLAHOMA CITY OK 73114-3804

Contract ID			Page	
0000000000000000000000002996			2 of 2	
Contract Dates		Currency	Rate Type	Rate Date
07/02/2011 to 06/30/2013		USD	CRRNT	PO Date
Description:			Contract Maximum	
From Req ID - 5800001681			0.00	

TYPE: STATEWIDE

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
8	1000024452 SERVICE: Interstate Lane Closure See Notes # M, N, O	1.00	0.00	0.00	0.00
	Contract Base Pricing	350.00000	A8	0001	
9	1000024453 SERVICE: 2 Lane - 2 Way Lane Closure See Notes # M, N, P	1.00	0.00	0.00	0.00
	Contract Base Pricing	300.00000	A8	0001	
10	1000024454 SERVICE: Swedging (Swaging) See Note # Q	1.00	0.00	0.00	0.00
	Contract Base Pricing	1,500.00000	EA	0001	
11	1000024455 SERVICE: BRIFEN End Anchors See Note # R	1.00	0.00	0.00	0.00
	Contract Base Pricing	2,500.00000	EA	0001	
12	1000024428 SERVICE: NU-TEN 4 CABLE - Part # 1NUTEN-4CAB See Note # R	1.00	0.00	0.00	0.00
	Contract Base Pricing	3,500.00000	EA	0001	
13	1000024429 SERVICE: CRP Kit - Part # 05251 Kit See Note # R	1.00	0.00	0.00	0.00
	Contract Base Pricing	2,000.00000	EA	0001	

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Authorized Signature

SW750C
Highway Cable Barrier Maintenance - Remaining Counties
Fixed Fee
For New Line Items
MidState Traffic Control, Inc. (0-2996)

Fixed fee in compliance with section B.9; new fixed price.

Actual Cost of Item	Fixed Fee Amount (\$)
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Every one (\$1) dollar of actual cost of item, the fixed fee **\$0.20** will apply.

<p style="text-align: center;">SW750C</p> <p style="text-align: center;">Cable Barrier Installation and Repair Notes</p>	
Note #	Description
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