

## **A. SPECIAL PROVISIONS (ORIGINALLY SECTIONS B, AND C OF SOLICITATION DOCUMENTS)**

### **A.1. Contract Period**

The contract period is for a 12 month period, commencing from 10/20/2009 through 10/19/2010. This contract may be renewed for up to three additional one year periods. (10/20/2010-10/19/2013).

### **A.2. Extension of Contract**

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

#### **A.2.1. Type of Contract.**

This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies specified.

### **A.3. Notice of Award**

Notice of award letter resulting from this ITB will be furnished to each successful bidder and shall result in a binding contract without further action by either party. It shall be the successful bidder's responsibility to reproduce and distribute copies to all authorized dealers listed in your bid response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

### **A.4. Travel**

No reimbursable travel is contemplated under the terms of this contract.

### **A.5. Conformity**

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

### **A.6. Gratuities**

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

### **A.7. Warranty**

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

### **A.8. Conflict of Interest**

The Invitation to Bid hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose with the bid the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies. Further, all suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

### **A.9. Patents and Royalties**

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

### **A.10. Energy conservation**

Oklahoma is an energy conservation State and we welcome any comments on your bid response that would indicate energy savings.

### **A.11. Ordering**

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

## **A.12. Awarded Supplier(s) Invoices**

- A.12.1.** The Supplier shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Awarded Supplier shall be the only office authorized to receive orders, invoice and receive payment. Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- A.12.2.** In case of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.
- A.12.3.** The cost of any temporary signing shall be included in "other items of work". No special payment shall be made for temporary signing.

## **A.13. State Purchase Card**

To be considered for award, successful suppliers must accept the State of Oklahoma Purchase Card (P-Card). Failure to accept the P-Card will be cause for rejection of your bid.

Signature of Acceptance: \_\_\_\_\_ Date: \_\_\_\_\_

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

## **A.14. Discounts**

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

## **A.15. Contract Usage Reporting Requirements**

- A.15.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.
- A.15.2.** Reports shall be submitted quarterly regardless of quantity.
- A.15.3.** Usage Reports shall be delivered to Central Purchasing, Room B-12 State Capitol Building, Oklahoma City, OK within 30 calendar days upon completion of performance quarter period cited in paragraph "E.7.4" of this contract provision.
- A.15.4.** Contract quarterly reporting periods shall be
- January 1 through March 31  
April 1 through June 30  
July 1 through September 30  
October 1 through December 31
- A.15.5.** Failure to provide usage reports shall result in cancellation or suspension of contract.
- A.15.6.** Successful supplier shall be given a template to report usage.

## **A.16. Price Adjustments**

- A.16.1.** Prices must remain firm for the first year of the contract period. After the first year of the contract period, and every year after, the awarded supplier(s) may file for a price adjustment consistent with and relative to price changes originating with the manufacturer and/or the market trends on an annual basis. The new pricing medium must be sent with the request for adjustment. Requests for such an adjustment must be fully documented and, if approved, shall be firm for until the next annual anniversary date of the contract. The State reserves the rights to reject any requested price adjustments if deemed excessive by the Central Purchasing Division.

## **A.17. Administrative Fee**

- A.17.1.** As provided by State Statute §85.33A, The Department of Central Services assesses an Administrative Fee in the sum of 1% on all sales transacted by any entity under this Contract. Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report"; and make payment by company check to DCS-Central Purchasing Division within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting Requirements." To ensure the payment is credited properly, the Supplier must identify the check as an "Administrative Fee" and include the following information with the payment:

SW70708 Sign Erection and Maintenance, report amount(s), and reporting period covered. The Administrative Fee shall be mailed to:

Department of Central Services

P O Box 528803

Oklahoma City OK 73152-8803

Attention: Joyce Leivas

Failure to remit the fee quarterly may result in cancellation of the contract. The State Administration Fee is non-refundable when an item is rejected, returned, or declined due to the Supplier's failure to perform or comply with specifications or requirements of the agreement.

## **B. SOLICITATION SPECIFICATIONS**

### **Purpose**

The resulting contract is for labor, materials and equipment repair or replacement of signs within Oklahoma, Canadian and Cleveland Counties. This contract will be awarded to multiple Suppliers in the event that one Supplier is unable to meet the time frame to perform the work. The state will have the option to assign the work to another awarded Supplier(s) to ensure that the work is done in a timely manner.

### **B.1. Services to be provided**

- B.1.1.** Repair roadway signs that are damaged, missing or do not meet the required standards of the Oklahoma Department of Transportation.
- B.1.2.** Provide emergency response when a damaged or missing roadway sign poses imminent danger to the traveling public (e.g. overhead sign structures that have been hit by over-height loads.)
- B.1.3.** Place signs in new locations (e.g. new signs directing the traveling public to a tourist site.)

### **B.2. Scope of Work**

- B.2.1.** The Supplier shall supply 24-hour call notification (phone numbers) to the Oklahoma Department of Transportation.
- B.2.2.** The Supplier shall receive work orders from the State. The Supplier is not responsible for patrolling for deficient signage, however, should notify the State with any observed deficient signage.
- B.2.3.** Unless specified otherwise, any reference to "day" in the contract shall mean a calendar day.
- B.2.4.** The Supplier shall remove all old sign debris from the job site. All debris shall become property of the Supplier and be disposed of by the Supplier in a manner approved by the State. The only exception to this shall be in the case that the insurance company assumes ownership of it (e.g. an overhead sign structure. In such cases, the Supplier shall deliver the sign structure to a storage location agreed to by the Supplier and the State.
- B.2.5.** The Supplier shall be responsible for all traffic control necessary to complete his work in accordance with the latest edition of the Manual Uniform Traffic Control Devices and the Oklahoma Department of Transportation Standard Drawings for Temporary Traffic Control. All costs of traffic control shall be included in the price bid for other items of work.
- B.2.6.** The State reserves the right to specify that scheduled overhead sign work on interstates and other high-volume controlled access highways be done only at night or on weekends. This does not apply to emergency response situations. Any additional expense of night-work shall be included in "other items of work."
- B.2.7.** There are various items for sign materials (i.e. sheet metal signs, tube posts, pipe posts and w-beam posts). When these pay items are used to replace existing signs, the removal of the old sign assemblies are included in these pay items. There shall not be a separate payment for said removals.
- B.2.8.** When a totally new installation is required, posts and footings will be paid for under the appropriate pay items supplied in this contract.
- B.2.9.** All sheet metal signs shall have high-intensity sheeting. All panel signs shall have high intensity sheeting with diamond-grade cutout letters.

- B.2.10.** Back-bracing shall be provided for all signs with dimensions 36 inches or greater. This includes diagonal signs. The cost for this bracing shall be considered to be included in "other items of work."
- B.2.11.** For items referring to "ODOT Furnished Signs", the Supplier shall be responsible for picking up the sign from a local ODOT facility, most likely either the ODOT Central Sign Shop (located northwest of the I035/Memorial Rd exit in Edmond) or from the ODOT-Division 4 Annex (1100 E Reno, Oklahoma City).
- B.2.12.** For the "Concrete Footing" pay item, this includes all concrete and reinforcing steel needed to construct the footing according to ODOT Specifications and Standard Drawings.
- B.2.13.** For the "Repair" items, the intent is to address signs that are knocked down with minor damage that does not warrant the replacement of parts other than incidental hardware (i.e., bolts connecting posts to break-away base, keeper plat or fuse plate). The costs of minor straightening of signs and/or posts are to be included in this item. When new signs and/or posts are required, only the corresponding pay items will be used.
- B.2.14.** Double perforated fuse plates must be installed in the new installation and the repair of all w-beam sign posts.
- B.2.15.** The items for dismantling and hauling off truss and cantilever sign structures are intended for structures typically damaged by winds or over-height vehicles. These items include any signage and the structure itself, as well as emergency response and any required traffic control, including lane closures.
- B.2.16.** The item for "Vertical Clearance Sign" shall include any required traffic control including lane closures, as well as any mounting anchors and specialized equipment that may be needed to reach the sign location. Typically, new installation of these signs will be done before the roadway is open to traffic.
- B.2.17.** Overhead panel signs shall include aluminum sign I-beam and U-bolt hardware.
- B.2.18.** Overhead sign structures shall be installed on existing footings. Included in the price bid shall be internal and external walkways with handrail and light rail.

### **B.3. Standards**

All sign materials shall conform fully to the standards of the Oklahoma Department of Transportation contained within The 1999 Standard Specifications for Highway Construction. Specifically, this includes but is not limited to:

- B.3.1.** Section 701 "Portland Cement Concrete"
- B.3.2.** Section 719 "Signs"
- B.3.3.** Section 720 "Overhead Sign Structures"
- B.3.4.** Section 721 "Galvanized Steel Sign Posts"
- B.3.5.** Section 723 "Reinforcing Steel"
- B.3.6.** Section 724 "Structural Steel"
- B.3.7.**

### **B.4. Standard Drawings**

Materials and installation shall conform to the numerous Department of Transportation Standard Drawing or their latest revisions. If necessary for the repairs, these drawings are available from the Department of Transportation Reproduction Department located at 200 NE 21<sup>st</sup> St. Oklahoma City, Ok.

### **B.5. Emergency Response Services**

- B.5.1.** The item for "Emergency Response" is for response to emergency situations where a missing or damaged sign can create a hazard to the traveling public (e.g. a missing stop sign). Upon verbal notification by the State, the Supplier must be on the scene within the following time limits:
  - B.5.1.1.** Within 90 minutes for all signs within a 20-mile radius of the Oklahoma Department of Transportation Annex office (1100 E Reno Ave, Oklahoma city)
  - B.5.1.2.** Within 2 hours for all signs beyond this 20-mile radius.

- B.5.2.** The "Emergency Response" item is intended for situations other than overhead or truss signs, and includes any required traffic control, including late closure, if needed. Overhead and truss signs, commonly found on interstates and sometimes hit by over-height loads, have their own items.
- B.5.3.** The Items to "Dismantle and haul off damaged truss sign structure" and "Dismantle and haul off damaged cantilever sign structure" include emergency response and any traffic control, including any required lane closures, any cranes and all equipment necessary for removal of the structures. Supplier shall remove damaged sign from roadway within two hours of notification. No special payment will be made for emergency response nor lane closures, for those pay items.

## **B.6. Certification**

At the State's discretion, the materials shall either be supplied with appropriate certification or shall be subject to random testing by the State.

## **B.7. Insurance**

- B.7.1.** Supplier shall maintain insurance coverage as set forth below, with a carrier authorized to conduct business in the State of Oklahoma at all times during the term of the contract.
  - B.7.1.1.** Workers Compensation Insurance as required by the states of the State of Oklahoma and no less than \$100,000 in Employer's Liability Insurance.
  - B.7.1.2.** 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.)
    - B.7.1.2.1.** 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.7.1.2.2.** Property Damage Liability in the amount of not less than \$100,000 for any one accident.
    - B.7.1.2.3.** Combined aggregate liability coverage shall not be less than \$2,000,000 (Two Million) for bodily injury, death, and property damage.
  - B.7.1.3.** A Comprehensive Business Auto Policy with a minimum limit of not less than \$1,000,000 (One Million Dollars) 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 the Supplier's activities pursuant to this agreement, with any self-insured retention not exceeding \$100,000 (One Hundred Thousand Dollars). 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.7.1.4.** The Supplier shall furnish the State with all certificates evidencing the existence of all such insurance coverage. Said insurance coverage shall provide that the State are additional named insured under said policy or policies and that said policy or policies cannot be canceled or materially modified except upon 30 (Thirty) days advanced written notice to the State. The foregoing provision regarding additional named insureds which would not otherwise exist under the laws of the State of Oklahoma.

## **B.8. Assignment**

The Supplier 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 of Oklahoma. If such consent is given, the Supplier will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 50% of the total contract cost. 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 Supplier of his liability under the contract and bonds.

## **B.9. Cure Clause**

Upon written notification from the State concerning the Supplier's failure to perform to contract specifications, the Supplier shall have 3 calendar days to cure said deficiency and document cure to the State. Three such occurrences

within the contract period shall be deemed breach of contract by the Supplier and cause for the State to cancel this contract on 7 (Seven) days written notice to the Supplier. The State then reserves the right to re-award the contract to the other responsible available bidders. In the event of cancellation of the contract, the Supplier shall not be entitled to damages and agrees not to sue the State for damages thereof. After notice of cancellation, the Supplier 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 Supplier.

#### **B.10. Work Overload Clause**

Should circumstances be such that the Supplier is unable to keep up with the demand for sign replacement in a timely manner, at no fault of the Supplier, the State reserves the right to seek additional services of other signing Suppliers bidding on this contract. Such action shall not nullify this contract.

#### **B.11. Supplier Personnel**

- B.11.1.** The Supplier's employees shall be identified with the name or logo of the Supplier. The Supplier's employees, officers, agents, and subcontractors shall at no time identify themselves as being employees of the State. Employees shall wear appropriate safety clothing (such as vests) that satisfies the requirements listed in the Manual of Uniform Traffic Control Devices.
- B.11.2.** All drivers of the Supplier's equipment shall at all times possess and carry a valid and proper driver's license.
- B.11.3.** The Supplier's employees shall be properly trained and professional in their performance of their duties. The State may require that the Supplier remove from the job employees who endanger persons or property, display impolite and socially unacceptable behavior, or whose continued employment under the contract is inconsistent with the interest of the State and/or the traveling public.
- B.11.4.** All of the Supplier's employees shall be U.S. Citizens or legal aliens.

#### **B.12. Sign Theft**

Due to sign theft, the Supplier shall adhere to all time frames in the performance standards. Any signs that are missing due to theft after Supplier has received a written work order and not responded according to performance standards will be replaced at no additional cost to the State.

#### **B.13. Services required due to actions of an insured party**

When Supplier services are required due to the actions of an insured party, as verified by a police report, the Supplier shall file for reimbursement from the insurance company, instead of immediately billing the State, using the same unit prices as bid for this contract. After such an incident, the State will send the Supplier a cover letter confirming that the Supplier 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. Should such reimbursement be declined by the insurance company, the Supplier may send a bill to the State for direct payment. For purposes of this contract, the Supplier may proceed with sending the bill to the State if the insurance company does not respond, or responds negatively, within 2 months of the initial filing. The State will not tolerate "double-billing" (i.e., the Supplier taking payments from both the insurance company and the State), and upon evidence of such, will act to terminate the contract and to turn the matter over to legal counsel.

#### **B.14. Supplier Inventory**

In order to replace certain critical signs in a timely manner, the Supplier is required to keep the following signs and materials stocked and available for immediate installation:

<u>Quantity</u>	<u>Description</u>
10	48" stop signs
15	30" stop signs
5	48" yield signs
5	60" yield signs
10	30" x 30" DO NOT ENTER signs
40	2-1/2" x 30" square tubing stubs
30	2-1/4" x 10' square tubing
10	36" one-way [R] signs
10	36" one-way [L] signs
10	36" x 24" WRONG WAY signs
5	60" x 48" exit [R] arrow panel signs

3	60" x 48" exit [L] arrow panel signs
20	various warning signs (e.g., chevrons, curve signs, speed advisory signs)
10	w-beam posts and stubs of various sizes and lengths that may be needed
10	pipe posts and stubs of various sizes lengths that may be needed

The Supplier shall have this inventory available for State inspection prior to the award of the contract.

#### **B.15. Performance**

- B.15.1.** Warning signs are to be replaced within 2 days of notification.
- B.15.2.** Exit signs shall be repaired or supplemented with a temporary sign within 2 days of notification, with a permanent replacement within 1 week.
- B.15.3.** Other guide signs shall be replaced or have temporary signs installed within 3 days of notification, with permanent replacement within 1 week.
- B.15.4.** Regulatory signs are to be replaced within 1 day of notification.
- B.15.5.** Information signs are to be replaced within 1 week of notification.
- B.15.6.** New non-regulatory signs shall be installed within 21 days of notification.
- B.15.7.** For overhead sign structures, all non-emergency work must be completed within 45 days of work order.

ODOT DIVISION 4

OKLAHOMA, CANADIAN AND CLEVELAND COUNTY

SIGN ERECTION AND MAINTENANCE

Line #	Description	Est. Yearly Quantity	Unit Measure of	Unit Price	Total
1	Sheet Metal Signs	40,000	S.F.	\$18.00	\$720,000.00
2	Panel Signs (ground-mounted)	40,000	S.F.	\$22.00	\$880,000.00
3	Panel Signs (overhead sign structure)	2,000	S.F.	\$22.00	\$44,000.00
4	Square Tube Post (all sizes up to 2-2 1/2")	30.000	L.F.	\$17.75	\$532,500.00
5	Pipe Post (2-2 1/2" to 3 1/2" dia)	2,000	L.F.	\$29.00	\$58,000.00
6	Pipe Post (4" to 5" dia)	2,000	L.F.	\$30.00	\$60,000.00
7	W-Beam Post (4" @ 13 #/ft to 6" @ 25#/ft)	4,000	L.F.	\$40.00	\$160,000.00
8	W-Beam Post (8" @ 31#/ft to 10" @ 49#/ft)	150	L.F.	\$62.00	\$9,300.00
9	Concrete Footings	75	C.Y.	\$800.00	\$60,000.00
10	Removal of sign on overhead sign structure (if not replaced)	2,000	S.F.	\$2.25	\$4,500.00
11	Installation of ODOT-furnished signs: (sheet metal sign, ground-mounted)	4,000	S.F.	\$13.00	\$52,000.00
12	Installation of ODOT-furnished signs: (sheet metal sign, overhead)	4,000	S.F.	\$10.00	\$40,000.00
13	Installation of ODOT - furnished signs: (panel sign, ground-mounted)	4,000	S.F.	\$14.25	\$57,000.00
14	Installation of ODOT - Furnished signs: (panel sign, overhead)	4,000	S.F.	\$14.50	\$58,000.00
15	Repair existing sheet metal sign and/or post(s)	500	EA	\$130.00	\$65,000.00
16	Repair existing panel sign and/or posts(s)	200	EA	\$375.00	\$75,000.00
17	Emergency Response, per event	200	EA	\$400.00	\$80,000.00
18	Dismantle and haul off damaged truss sign structure. (include emergency response and traffic control)	1	EA	\$5,000.00	\$5,000.00
19	Dismantle and haul off damaged cantilever sign structure. (include emergency response and traffic control)	1	EA	\$1,500.00	\$1,500.00
20	Furnish and install truss sign structure	100	L.F.	\$675.00	\$675,000.00
21	Furnish and install cantilever sign	1	EA	\$12,500.00	\$12,500.00

	structure				
22	Vertical Clearance Sign	40	S.F.	\$250.00	\$10,000.00
Total Bid.....					\$3,051,800.00