



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

Solicitation

1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date¹:

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

U.S. Postal Delivery:

Department of Central Services, Central Purchasing
P.O. Box 528803,
Oklahoma City, Oklahoma 73152-8803

6. Solicitation Type (check one below):

- ☐ Invitation to Bid
☐ Request for Proposal
☐ Request for Quote

7. Shipping Location:

8. Contracting Officer:

Name:

Phone: (405)

Email:

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")



State of Oklahoma
Department of Central Services
Central Purchasing

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # _____

2. Bidder General Information:

FEI / SSN : _____ VEN ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



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

**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

GENERAL PROVISIONS

1. DEFINITIONS

- 1.1. "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- 1.2. "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- 1.3. "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- 1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- 1.5. "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

2. BID SUBMISSION

- 2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed "Responding Bidder Information", DCS-FORM-CP-076, and any other forms required by the solicitation.
- 2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- 2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- 2.4. All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- 2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

3. SOLICITATION AMENDMENTS

- 3.1. If an "Amendment of Solicitation", DCS-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- 3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- 3.3. It is the Bidder's responsibility to check the DCS/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

4. BID CHANGE

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

5. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By submitting a response to this solicitation:

- 5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - 5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - 5.1.2. 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;

- 5.1.3. 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 A.5.1.2. of this certification; and
- 5.1.4. 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.

- 5.2. 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.

6. BID OPENING

Sealed bids shall be opened by the Central Purchasing Division at the Department of Central Services, Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

7. BIDS SUBJECT TO PUBLIC DISCLOSURE

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

8. LATE BIDS

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

9. LEGAL CONTRACT

- 9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- 9.2. The Contract resulting from this solicitation 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.
- 9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

10. PRICING

- 10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- 10.2. Bidders guarantee unit prices to be correct.
- 10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

11. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

12. CLARIFICATION OF SOLICITATION

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

13. REJECTION OF BID

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

14. AWARD OF CONTRACT

- 14.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- 14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- 14.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the DCS website at the following link:
<https://www.ok.gov/dcs/vendors/index.php>.

15. CONTRACT MODIFICATION

- 15.1. 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.
- 15.2. 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 Supplier, 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 Supplier 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.

16. DELIVERY, INSPECTION AND ACCEPTANCE

- 16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(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 supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- 16.2. Supplier(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.

17. INVOICING AND PAYMENT

- 17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- 17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

18. TAX EXEMPTION

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

19. AUDIT AND RECORDS CLAUSE

- 19.1. 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.
- 19.2. 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 (7) 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 seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

20. 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 supplier and shall be final and binding.

21. 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.

22. CHOICE OF VENUE

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

23. TERMINATION FOR CAUSE

- 23.1.** The supplier 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 supplier.
- 23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, 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.
- 23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

24. TERMINATION FOR CONVENIENCE

- 24.1.** 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 supplier 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.
- 24.2.** 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 supplier.

25. 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 supplier 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.

26. 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 supplier'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.

27. 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.

28. COMPLIANCE WITH APPLICABLE LAWS

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

29. SPECIAL PROVISIONS

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

**ARTICULATED
TANDEM DIESEL MOTOR GRADER
180 MINIMUM NET HORSEPOWER
6 WHEEL DRIVE**

GENERAL: The motor grader shall be new and the latest model articulated four wheel drive heavy duty diesel powered motor grader for heavy work. Modifications of existing models or specifications to meet these requirements will not be acceptable and machine must have been under Standard Production for a minimum of six (6) months. The specifications listed herein are minimum and must be equal or exceeded for a bid to be considered.

FILL IN ALL SPACES SHOWING SPECIFIC INFORMATION. FAILURE TO COMPLY COULD RESULT IN BID REJECTION.

VENDOR'S PROPOSED Grader: MAKE: _____ MODEL: _____

(FOR ARTICULATED MACHINE)

Diesel Engine:

Machine to be powered by a liquid cooled, four (4) cycle design diesel engine meeting or exceeding the following minimum requirements.

(FILL IN ALL APPLICABLE SPACES)

ENGINE: MAKE _____ MODEL _____

	<u>MINIMUM REQUIREMENTS</u>	<u>VENDOR'S PROPOSAL</u>
<u>ENGINE:</u>		
	Net Horsepower 180 Net HP, (S.A.E. Net Flywheel)	
<u>Displacement:</u>		
	Show	
<u>Number of Cylinders:</u>		
	Show	
<u>Engine Block Heater:</u>		
	Required	
<u>Air Cleaner:</u>		
	Dry Type with Safety Elements and Restriction (service) indicator	

	<u>MINIMUM REQUIREMENTS</u>	<u>VENDOR'S PROPOSAL</u>
	Air Pre-cleaner	
<u>Exhaust System:</u>		
	Exhaust Pipe shall have a Turn Out or Weather Cap	
<u>Electrical:</u>		
Battery, Starter	1400 CCA, 12V	
Alternator	130 AMP	
Lights	Directional and Flasher, 2 Front, 2 Rear	
<u>Fuel Filtering:</u>		
	System to include a screen at the fuel tank outlet, and filter or filters providing at least two (2) stages of filtration	
<u>Starting Aid:</u>		
	Cold weather starting aid	
<u>Side Panels:</u>		
	Engine side panels with locks	
<u>Accelerator / Decelerator:</u>		
	Foot pedal with over riding Hand Throttle	
<u>Oil Filter:</u>		
	Disposable Element Full-flow	
<u>Electrical System:</u>		
	24 V Total Amps – All Batteries 1400 CCA Each Battery	
<u>Electrical System, cont:</u>		
	Heavy Duty Alternator, Minimum 120 Amp rating	
	Electrical System to be protected by automatic circuit breakers or fuses	
	All electrical wiring shall be protected by either conduit or non-	

	<u>MINIMUM REQUIREMENTS</u>	<u>VENDOR'S PROPOSAL</u>
	metallic loom	_____
<u>Radiator:</u>		
	Winterized with permanent Anti-freeze (10 below 0)	_____
<u>Transmission:</u>		
	Manual Shift (no Autoshift)	_____
	Shall have differential Lock-Unlock or No Spin.	_____
	6 Forward Speeds	_____
	3 Reverse Speeds	_____
	0 to 25 Miles Per Hour	_____
	Transmission Guard Required	_____
<u>Direct Drive:</u>		
	Show Type	_____
<u>Operating Weight:</u>		
	32,000 Lbs	_____
<u>Wheel Base:</u>		
	19 Feet 5 Inches	_____
<u>Brakes:</u>		
	Wet Disc	_____
<u>Parking Brake:</u>		
	Specify Type	_____

<u>Wheels and Axle: Front:</u>		
	14.0 – 24in Bias Tires w/3 pc Rims. Shall be equipped with leaning front wheels, powered from cab by hydraulic booster	_____
	Angle of lean to be 17° both right and left	_____
Front Wheel Drive:	Hydrostatic with automatic disengage at transport speeds.	_____

	<u>MINIMUM REQUIREMENTS</u>	<u>VENDOR'S PROPOSAL</u>
<u>Controls:</u>		
	All controls to be mechanical, hydraulic, or hydraulic power-booster with overloading safeguard (no Joystick)	
<u>Steering:</u>		
	Mechanical With Hydraulic Power Booster (Must include steering wheel)	
<u>MoldBoard:</u>		
	Shall be 14', Hydraulic side-shift. (Solid, one piece)	
	Must be able to attain 90° right and left bank slopes	
	Power Sliding with replaceable end bits	
	Shall have moldboard float	
	Not less than 24" in width	
	Not less than 7/8" thick	
	Side Shift of Blade must be accomplished without affecting any movement of the circle	
Note:	Must be with hydraulic operated power tilt. Must have Blade Impact Absorption System to protect Moldboard and draft frame	
<u>Tires:</u>		
	Bias Ply Tires. 1400 x 24 12-ply grader type (mounted on 9" or 10" 3 piece rims)	
<u>Scarifier:</u>		
	NO Scarifier	

	<u>MINIMUM REQUIREMENTS</u>	<u>VENDOR'S PROPOSAL</u>
<u>Circle:</u>		
	Must be constructed so that guides can be taken up to compensate for wear and eliminate blade chatter	
	Circle reverse pinion shall have gear reduction. Gear reduction may be by either direct mechanical or hydraulic	
<u>Attachments and Accessories:</u>		
<u>Cab:</u>		
	Steel with ROPS Safety Structure in compliance with SAE J1040 & with tinted safety glass, dash & dome lights and doors with locks	
	Sound suppression kit	
	Factory Air Conditioner	
	Conditioner with pressurizer	
	25 Amp Inverter (12V)	
<u>Heater & Defroster:</u>		
	40,000 BTU heavy duty Hot Water Heater and Defroster	
<u>Operator's Seat:</u>		
	Suspension operator seat, with arm rests adjustable to operator's height and weight with seat belt in compliance with SAE J386	
<u>Horn:</u>		
	With button near Operator's Station	
<u>Cab Floor:</u>		
	Must be coated with Skid resistant material	
<u>Lights:</u>		

	<u>MINIMUM REQUIREMENTS</u>	<u>VENDOR'S PROPOSAL</u>
	2 Front Sealed Beam Headlights	_____
	2 Front Lights to illuminate Moldboard, with switch	_____
	2 Red Tail Lights and 1 Brake Light, Turn indicators	_____
	2 Rear Back-Up lights with switch	_____
<u>Windshield Wipers & Washer: Front, Rear & Lower</u>		
	Heavy Duty Electric, mounted in such a way to give operator clear and adequate view	_____
	Factory installed lower front windshield wipers and washers	_____
	Windshield Washer for Front and Rear Window	_____
<u>Mirrors:</u>		
	Inside Rear View approx. 6"x9" outside rear view, West Coast left and right approx. 6"x15"	_____
<u>Backup Alarm:</u>		
	To comply with requirements of SAE J994	_____
<u>Instrumentation:</u>		
	Hour Meter	_____
	Engine Coolant Temperature Gauge	_____
<u>Instrumentation, cont:</u>		
	Amp or Volt Gauge	_____
	Oil Pressure	_____
	Fuel Quantity	_____
	Audible Alarm if critical engine condition exists	_____
<u>Hitch:</u>		
	Rear bolt on type	_____
<u>Vandalism Protection For:</u>		
	Fuel Tank, Hydraulic Tank, Oil	_____

	<u>MINIMUM REQUIREMENTS</u>	<u>VENDOR'S PROPOSAL</u>
	Supply, Radiator and Engine Compartment	
<u>Diagnostic Software:</u>		
	Diagnostic Software and all Components	

PAINT:

All exposed metal shall be primed and painted with a protective metal primer. Then painted Oklahoma Department of Transportation Yellow to comply with Federal Standard No. 595, Chrome Yellow Enamel #13432, DuPont 93-75306, School Bus Yellow or equal in color, shade, and tone.

MANUALS AND PARTS BOOKS

Parts / Service / Maintenance:

Successful bidder shall furnish one (1) of each specified manual and parts book to each Field Division purchasing one or more Motor Graders in the form of:

- 1) Book or Manual &
- 2) DVD or free Internet Access

NOTE: An onboard compartment for the operator's manual must be provided and installed inside the cab.

SPECIFICATIONS:

Each Bidder shall submit complete manufacturer's specification in duplicate and other data to show his proposal meets these specifications and further guarantees that the machine furnished strictly complies with manufacturer's specifications.

USAGE AND SERVICE:

The bidder must provide assurance of the availability of repair parts and technical service at various locations within the State of Oklahoma.

(COMPLETE THE FOLLOWING: List parts and service locations in Oklahoma.

(1) Name _____
Address _____
City _____

(2) Name _____
Address _____
City _____

(3) Name _____
Address _____
City _____

(4) Name _____
Address _____
City _____

What percent of repair parts can be supplied from the above locations?

_____ as of _____ date given.

(Exclusive of engine parts and service)

The aforementioned inventories are maintained within _____ percent of the above quantities. There are _____ qualified technicians regularly employed at one or more of the listed parts and service locations. These service technicians are generally available for field service on a _____ hour advanced request.

THE STATE OF OKLAHOMA RESERVES THE RIGHT TO WAIVE MINOR TECHNICALITIES UNDER THESE SPECIFICATIONS.

WARRANTY: Bidder shall furnish and guarantee that he will furnish without cost to the State, all parts which fail in normal service during the first One Year / From Date of Delivery. Bidder shall provide all parts and labor for a period of twelve (12) months - extended to 3 years, 5000 hours, for Engine and Drive Train, Parts and Labor included. Frame shall be guaranteed against breakage for a period of five (5) years from date of purchase.

NOTE: Special Warranty Requirements:

In addition to the warranty, if warranty field service is necessary and requested by the Division, the successful bidder shall provide at his expense a minimum of two (2) field service trips anywhere within the State of Oklahoma during the warranty period.

INSTRUCTION ON OPERATION AND PREVENTIVE MAINTENANCE:

The successful bidder will provide the receiving division with one (1) day of technical instruction on the operation of the motor grader and the preventive maintenance procedures recommended by the manufacturer. This service shall be provided within thirty (30) days delivery of the motor grader and at a time and place specified by the Division.

THIS WARRANTY CONDITION IS UNDERSTOOD AND IS AGREEABLE: YES: ____ NO: ____
(IF NO IS CHECKED, AN EXPLANATION MUST BE GIVEN IN VENDOR'S STATEMENT.)

INSPECTION AND DELIVERY OF EQUIPMENT MUST COMPLY WITH VENDOR'S INSTRUCTION SHEET.

COMPLIANCE:

Bidder Shall furnish a statement in writing on the Bid or by attached letter, and in the Vendor's Statement below, if his equipment proposed strictly meets these Specifications. If not, he shall list each variation therefrom.

VENDOR'S STATEMENT (EQUIPMENT PROPOSED COMPLIES): YES: _____ NO: _____

DEALER: _____ DATE: _____

SIGNATURE: _____ **PHONE:** _____

ADDRESS: _____



SOLICITATION REQUEST

☐ Request for Quote

☐ Request for Proposal

☐ Request for Bid

Dispatch via Print

Oklahoma Military Department
OKLAHOMA MILITARY DEPARTMENT
OKSRM
3511 N Military Cir
OKLAHOMA CITY OK 731114398

Request Quote ID.	Date	Buyer	Page
0250000198	07/12/2012	Jacob Charries (580)	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	08/15/2012 03:19 PM	08/30/2012 03:00 PM	
Requisition Number Reference: From Req ID - 0250001132			

Ship To: CAMP GRUBER TRAINING SITE
327 CENTRAL EUROPE ROAD
BRAGGS OK 744230029

Bill To: OKLAHOMA MILITARY DEPARTMENT
OKSRM
3511 N Military Cir
OKLAHOMA CITY OK 731114398

Vendor: NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	22101502 / 1000005455 GRADER: Heavy Equipment	1	EA		

Motor Grader with 6WD per attached specifications. This is a full size grader.

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

VENDOR PLEASE NOTE: ARTICLE VIII ATTACHED AS OTHER TERMS AND CONDITIONS WHEN FEDERAL FUNDS ARE INVOLVED

August 2009

Article VIII-APPLICABLE LAWS AND REGULATIONS

Section 801. Applicable Law

This MCA is incidental to the implementation of a Federal program. Accordingly, this MCA shall be governed by and construed according to federal law as it may affect the rights, remedies, and obligations of the United States.

Section 802. Governing Regulations.

To the extent not inconsistent with the express terms of this agreement, the provisions of 32 CFR Part 33, Uniform Administrative Requirements for Grants and Cooperative Agreements, DoD Grant and Agreement Regulations (DoDGARS) (DoD 3210.6-R) as amended, Title 2 Code of Federal Regulations (CFR) Part 225, and NGR 5-1, are hereby incorporated into this MCA by reference as if fully set forth herein, shall govern this Agreement.

Section 803: Nondiscrimination.

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

- On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 41 CFR part 60.
- On the basis of race, color or national origin, in Executive Order 11246 (3 CFR, 1964-1965 Comp. pg 339), as implemented by Department of Labor regulations at 41 CFR part 195.
- On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et seq.), as implemented by DoD regulations at 32 CFR part 196.
- On the basis of age, in the Age Discrimination Act of 1975 (42 U.S.C. Section 1601 et seq.) as implemented by Department of Health and Human Services regulations at 45 CFR part 90.
- On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR part 45.

Section 804: Lobbying.

a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of the Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any Federal loan, the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant,

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Authorized Signature



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Address:

Address:

City: ST: ZIP:

Supplier Responses				
Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost

loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Section 805: Drug-Free work Place.

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in Subpart B of 32 CFR part 26, which implements sec. 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690 Title V Subtitle D 41 U.S.C. 701 et seq.)

Section 806: Environmental Protection.

a. The Guarantee covenants and agrees that its performance under this Agreement shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Resources Conservation and Recovery Act (RCRA)
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.) as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at Subpart J of 40 CFR part 32;
- (8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.
- (9) The applicable provision of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 USC 1251, et seq.), as implemented by Executive Order 11738 [3 CFR, 1971-1975 comp., p.799].
- b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NBG) any impact this award may have on:
 - (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and to prepare Environmental Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that wills an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.
 - (2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.
 - (3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.
 - (4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.
 - (5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).
 - (6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C 300H-3).

Section 807: Use of United States Flag Carriers.

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C.

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Line	Cat CD / Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost

40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. 1241), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7 (b).

Section 808: Debarment and Suspension.

The state covenants agrees to comply with the requirements regarding debarment and suspension in Subpart C of the OMB guidance in 2 CFR part 180 as implemented by the DoD in 2 CFR Part 1125. The Grantee agrees to communicate the requirement to comply with Subpart C to persons at the next lower tier with whom the Grantee enters into transactions that are covered transactions under Subpart B of 2 CFR part 180 and the DoD implementation in 2 CFR Part 1125.

Section 809: Buy American Act.

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C. 10). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Section 810: Uniform Relocation Assistance and real Property Acquisition Policies.

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Section 811: Copeland Anti-Kickback Act.

The state covenants and agrees that it will comply with the Copeland Anti-Kickback Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland Anti-Kickback Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, and person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Section 812: Contract Work Hours and Safety Standards Act.

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanics doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

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