



State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

Solicitation

Solicitation #: SW13082

Solicitation Issue Date: 05-14-2013

Brief Description of Requirement:

State Wide Contract for Waterborne Traffic Marking Paint

Response Due Date¹: 06-04-2013

Time: 3:00 PM CST/CDT

Issued By and RETURN SEALED BID TO:

Personal or Common Carrier Delivery:

Office of Management and Enterprise Services
Central Purchasing Division
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

U.S. Postal Delivery:

Office of Management and Enterprise Services
Central Purchasing Division
P.O. Box 528803,
Oklahoma City, Oklahoma 73152-8803

Solicitation Type (check one below):

- Invitation to Bid
 Request for Proposal
 Request for Quote

1. **Requesting Agency:** Central Purchasing

2. **Contracting Officer:**

Name: Lisa Bradley

Phone: (405) 522-4480

Email: Lisa.Bradley@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")
OMES-FORM-CP-070 (01/2013)



**State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division**

**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 #: SW13082 - Waterborne Traffic Paint

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

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.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;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.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
- A.1.5.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.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.
- A.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.
- A.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.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Pencil bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.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.

A.3. Solicitation Amendments

- A.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.
- A.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.
- A.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.

A.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.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.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:
 - A.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;

- A.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;
- A.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
- A.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.

A.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.

A.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.

A.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.

A.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.

A.9. Legal Contract

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

A.10. Pricing

- A.10.1.** Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2.** Bidders guarantee unit prices to be correct.
- A.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.

A.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.

A.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.

A.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.

A.14. Award of Contract

- A.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.
- A.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.
- A.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>.

A.15. Contract Modification

- A.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.
- A.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.

A.16. Delivery, Inspection and Acceptance

- A.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.
- A.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.

A.17. Invoicing and Payment

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.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.

A.18. Tax Exemption

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

A.19. Audit and Records Clause

- A.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.
- A.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.

A.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.

A.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.

A.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.

A.23. Termination for Cause

- A.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.
- A.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.
- A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.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.
- A.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.

A.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.

A.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.

A.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.

A.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.

A.29. 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. Contract Period

- B.1.1.** The initial contract is for a twelve (12) month period, commencing Date of Award through one year. The contract may be renewed for up to three (3) one year option periods.
- B.1.2.** Contract Renewal: Exercise of the renewal option is at the State's sole discretion and shall be conditioned, at a minimum, on the Contractor(s)' performance of this Contract and subject to the availability of funds. The State, if it desires to exercise its renewal option, will provide written notice to the Contractor(s) no later than thirty (30) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the State choose to renew this Contract.

B.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.

B.3. Type of Contract.

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

B.4. Mandatory Contract

- B.4.1.** This contract will be a mandatory statewide contract that is available to all state agencies. Other government entities may avail themselves of this contract.
- B.4.2.** All state agencies must use the contract for the products specified herein, unless the Ordering Agency has received a written exception from the contracting officer. The State of Oklahoma reserves the right to conduct separate procurement process(es) to establish contract(s) for the same or similar services for any agency's specific project
- B.4.3.** The State of Oklahoma shall not guarantee any minimum or maximum total amount of the supplier services that may be required under this contract.

B.5. Notice of Award

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

B.6. Travel

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

B.7. Conformity

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

B.8. Gratuities

The right of the successful respondent to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful respondent, 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.

B.9. Warranty

The Successful respondent agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the Supplier 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.

B.10. Conflict of Interest

The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose with their response 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.

B.11. 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 response prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.12. Energy conservation

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

B.13. Ordering

B.13.1. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders or a state purchase card by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations will 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.

B.14. Inventory

Supplier shall maintain inventory to ensure compliance with delivery requirements set forth in this contract.

B.15. Authorized Representative

B.15.1. Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specifications.

B.16. Invoices

B.16.1. 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.

B.16.2. 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.

B.17. State Purchase Card

The State of Oklahoma has issued P-Cards to most state agencies; therefore the Supplier shall agree to accept state P-Cards. The current P-Card contract holder utilizes VISA

If awarded a statewide contract will your company accept the current P-Card? Yes _____ No ____ (check one)

B.18. Discounts

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

B.19. Contract Management Fee

As provided by Title 74 §85.33A, Central Purchasing will assess a Contract Management Fee in the sum of 1% on all sales transacted by any political entity using this Contract.

The Contract management Fee shall be noted on the quarterly Contract Usage Report and paid by the Vendor to the Central Purchasing Division within 30 days from the completion of the quarterly reporting period. To ensure the payment is credited properly, the Contractor must identify the check as "Contract Management Fee" and include SW13082 Traffic Marking Paint and reporting period covered with the payment.

The Contract Management Fee is not to be considered an add-on fee to the agency, but is to be included within the cost or discount percentage provided with the response to this solicitation. Failure to remit the fee quarterly shall result in cancellation of the contract. The contract Management Fee is non-refundable when an item is rejected, returned, or declined due to the Contractor's failure to perform or comply with specifications or requirements of the agreement. The Contract Management Fee shall be sent to the attention of the Contracting Officer identified in this solicitation to:

OMES
Agency Business Services
3812 N. Santa Fe, Suite 290
Oklahoma City, OK 73118-8500

B.20. Contract Usage Reporting Requirements

- B.20.1.** Reports shall be submitted quarterly regardless of quantity. The usage report shall contain Date of order, Ordering Party Name, Location, Gallons purchased, price per gallon and extended total of order.
- B.20.2.** Usage Reports shall be delivered by email to the contracting officer within 30 calendar days upon completion of the quarterly reporting period cited below.
- B.20.3.** 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

Failure to provide usage reports shall result in cancellation or suspension of contract

B.21. Disclosures Regarding Lobbyists

- B.21.1.** A vendor may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.
- B.21.2.** Any offeror using the services of a lobbyist to assist in obtaining a contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State.
- B.21.3.** The name and address of each lobbyist or agent of the offeror, contractor, subcontractor who communicated with a State employee about a solicitation or potential solicitation must be disclosed with proposal response.

B.22. Negotiations

- B.22.1.** The offeror is advised that under the provisions of this Request for Proposal, the Central Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. The State may negotiate if deemed necessary, and will determine the scope and subject of any negotiations. However, the Offeror should not expect that the State will negotiate to give the Offeror an opportunity to strengthen its proposal. Therefore, the Offeror must submit its best offer based on the terms and condition set forth in this solicitation. If such negotiations are conducted, the following conditions shall apply.
- B.22.2.** Negotiations may be conducted in person, in writing, or by telephone.
- B.22.3.** Negotiations will only be conducted with potentially acceptable proposals. The Central Purchasing Division reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase. All offeror's involved in the negotiation process will be invited to submit a best and final offer.
- B.22.4.** Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal
- B.22.5.** The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Central Purchasing Division determines that a change in such requirements is in the best interest of the State of Oklahoma.

C. SOLICITATION SPECIFICATIONS

C.1. Waterborne Traffic Marking Paint, White and Yellow

- C.1.1.** These specifications cover waterborne traffic paint for application directly onto bituminous or Portland cement concrete pavements or existing traffic stripe composed of solvent based paint, waterborne paint or thermoplastic compounds. Application will be made by spray equipment owned by the Oklahoma Department of Transportation (Department) at application temperatures of 50 degrees to 120 degrees F. The paint shall be capable of receiving and holding glass beads for producing reflectorized traffic markings.
- C.1.2.** The attention of the supplier is specifically directed to the following requirement: Any paint furnished under this provision that does not meet these provisions, or cannot be satisfactorily applied shall be disposed of by the supplier and immediately replaced with acceptable material entirely at the supplier's expense, including handling and transportation charges. It is expressly understood that this requirement is a part of the response.

C.2. MATERIALS

The paint shall contain no lead and/or chromium and shall have limited Volatile Organic Compounds (VOC), as noted herein.

C.3. GENERAL

The finished paint shall be formulated and manufactured from first-grade materials. The materials shall be as listed in the Standard Formula, unless otherwise authorized in advance of manufacture by the Materials Engineer. Any proposed equivalent materials shall equal or exceed the quality and composition and the physical and chemical behavior of the specified material after aging in the finished product.

C.4. PIGMENT

- C.4.1.** Titanium Dioxide: This material shall comply with the latest revision of the specification for Titanium Dioxide Pigments, ASTM D 476, Type II, Rutile. Hiding power of the titanium dioxide shall be greater than or equal to the standard sample when tested in the standard formula.
- C.4.2.** Pigment Yellow 65: This material will only be allowed from the following sources unless otherwise approved by the Materials Engineer: Hoechst Celanese, Engelhard, Sun Chemical, or approved equal.
- C.4.3.** Calcium Carbonate: This material shall comply with the latest revision of the specification for Calcium Carbonate Pigments, ASTM D 1199, Type GC, Grade 1, with minimum of 95 percent (%) Calcium Carbonate and Type PC, minimum 98 percent (%) Calcium Carbonate

C.5. VEHICLE

- C.5.1.** Acrylic Emulsion Polymer: The nonvolatile portion of the vehicle shall be composed of a 100 percent (%) acrylic Polymer and shall not be less than 44 percent (%) by weight. Acrylic emulsion polymer shall be "Dow Chemical Fastrack 3427, Arkema DT-250 or equal as determined by the Materials Engineer.
- C.5.2.** Methyl Alcohol: ASTM D 1152 Specific Gravity, 20/20 degrees C, 0.791 to 0.794
- C.5.3.** Water: Potable
- C.5.4.** Miscellaneous Materials:
 - C.5.4.1.** Dispersant-Tamol 901, Colloids 226-35
 - C.5.4.2.** Surfactant-Triton CF-10, Colloids CTA 639
 - C.5.4.3.** Defoamer-Foamaster 111, Drew 493 Colloids 654
 - C.5.4.4.** Hydroxy Ethyl Cellulose-Natrasol 250 HBR, Bermocoll E431FQ
 - C.5.4.5.** Coalescent-Texanol
 - C.5.4.6.** Preservative-Troy 174, Dowicil 75, Nuosept 101

C.6. MANUFACTURE

- C.6.1.** All ingredient materials shall be delivered in the original containers and shall be used without adulteration.
- C.6.2.** The manufacturer shall furnish to the Department the exact batch formula which will be used in manufacturing the paint. No change shall be made in this formula without prior approval by the Department, and no change will be approved that adversely affects the quality or serviceability of the paint.

C.6.3. The following Standard Formula shall be the basis for the paint. No variations will be permitted except for the replacement of volatiles lost in the processing, or those approved by the Engineer.

Amounts are shown in pounds (kilograms) of material

STANDARD FORMULA		
	White	Yellow
C.I. Pigment, Yellow 65 (Engelhard 1244)	-----	32(14.5)
Titanium Dioxide, Rutile, Type II (Kerr-McGee CR800)	100(45.5)	21(9.5)
Calcium Carbonate, Type PC (Miss. M-60)	150(68.0)	150(68.0)
Calcium Carbonate, Type GC(Hubercarb Q6)	430(195.0)	465(210.9)
Hydroxy Ethyl Cellulose (Natsol 250HBR)	0.5*(0.2*)	0.5*(0.2*)
Acrylic Emulsion, 50% Solids (FT-3427 or DT-250)	541(245.4)	535(242.7)
Coalescent-Texanol(Eastman)	24(10.9)	23(10.4)
Defoamer-(Colloids 654)	5(2.3)	5(2.3)
Dispersant-(Tamol 901)	8(3.6)	9(4.1)
Surfactant-(Triton FC10)	2(0.9)	2(0.9)
Methyl Alcohol	29(13.2)	28(12.7)
Preservative (Troy 174)	1.5(0.7)	1.5(0.7)
Water	10.0(4.5)	10.0(4.5)
TOTAL POUNDS(KILOGRAMS)	1301(590.1)	1282(281.8)

*Hydroxy Ethyl Cellulose amount may be varied by up to 0.1 pounds to adjust viscosity to desired range.

C.7. Mixed Paint

- C.7.1.** The mixed paint shall conform to the following requirements. Furthermore, if any variation in materials is allowed from the Standard Formula, the mixed paint shall equal or exceed all test results on a standard prepared from the Standard Formula and tested by the manufacturer under parallel conditions for all the listed requirements.
- C.7.2.** The paint shall be strained before filling using a screen not coarser than 40 mesh (425 μ m) or a suitable sieve meeting the approval of the Materials Engineer.
- C.7.3.** The volatile content of the finished paint shall contain less than 1.25 pounds/ gallon (150 grams/liter) of volatile organic matter per total non-volatile paint material in accordance with ASTM D 3960.
- C.7.4.** The paint shall have the following properties:

Pigment Composition: Analysis of the extracted pigment shall conform to the following requirements:

	White		Yellow	
Organic Yellow 65 (65%)	----		Min.	4.
Titanium Dioxide (%)	Min.	13.4	Min.	2.6
Calcium Carbonate (%)	Max.	86	Max.	93.

* To be determined by x-ray fluorescence, color spectrophotometry, or any other method the Department may choose. This may be sent to an outside agency or organic pigment manufacturer. It also may include audit of the manufacturer's invoices, batch tickets, inventory or any other means determined by Department.

C.7.5. Physical Properties

% Total Solids by weight, minimum	73
% Volume Solids, minimum	58
% Pigment by weight	49-54
% Vehicle by weight	46-51

%Non-volatile in Vehicle by weight, minimum	44
Theoretical Weight (mass) per unit volume	+/- 0.30 lb/gal (+/- 36 g/liter)
Weight per Gallon, lbs., and/or by split weight	+/- 0.30 lb/gal (+/- 0.10)
Viscosity, 77 degrees F, Krebs Unit	83-98
Grind (Hegman Gage), minimum	3
Laboratory Dry Time, ASTM D 711 , minutes, maximum	10
Dry Through @ 90% +/- 5% R.H.	Not greater than 15 Minutes of Standard Formula or a maximum of 150 minutes

C.7.6. Color

C.7.6.1. The color of the white paint after drying shall be a flat white, free from tint, furnishing good opacity and visibility under both daylight and artificial light. For yellow, the color shall closely match Color Chip 335385 of Federal Standard 595 and be +/- 6% from the PR I chart central color when read over the black portion of a 2A Leneta Chart.

C.7.7. Flexibility

C.7.7.1. The paint shall show no cracking or flaking when tested in accordance with Federal Specification TT-P-1952B.

C.7.8. Water Resistance

C.7.8.1. The paint shall conform to Federal Specification TT-P-1952B. There shall be no blistering or appreciable loss of adhesion, softening or other deterioration after examination.

C.7.9. Freeze-Thaw Stability

C.7.9.1. The paint shall show no coagulation, discoloration or change in consistency greater than 10 Krebs Units, when tested in accordance with Federal Specification TT-P 1952B.

C.7.10. Heat Stability

C.7.10.1. The paint shall show no coagulation, discoloration or change in consistency greater than 10 Krebs Units, when tested in accordance with Federal Specification TT-P 1952B.

C.7.11. Dilution Test

C.7.11.1. The paint shall be capable of dilution with water at levels without curdling or precipitation such that the wet paint can be readily cleaned up with water only.

C.7.12. Storage Stability

C.7.12.1. After 30 days storage in three-quarters (3/4) filled, closed container, the paint shall show no caking that cannot be readily remixed to a smooth, homogeneous state, no skinning, livering, curdling, or hard settling. The viscosity shall not change more than 5 Krebs Units from the viscosity of the original sample.

C.7.13. Contrast Ratio

C.7.13.1. The minimum contrast ratio shall be 0.98 when applied to a wet film thickness of 15 mils (381 μ m) on a 2A Leneta Chart or equal and air dried for 24 hours. Contrast Ratio = Black/White.

C.7.14. Reflectance

C.7.14.1. The daylight directional reflectance of the white paint shall not be less than 84% and not less than 50% for yellow paint of a 15 mils (381 μ m) wet film applied to a 2A Leneta Chart or equal. After drying 24 hours, measure the reflectance of the paint over the black portion of the chart using a Colorimeter and test method ASTM E97.

C.7.15. Bleeding

C.7.15.1. The paint shall have a minimum bleeding ratio of 0.97 when tested in accordance with Federal Specification TT-P 1952B. The asphalt saturated felt shall conform to ASTM D 226 for Type I.

C.7.16. Abrasion Resistance

C.7.16.1. No less than 50 gal of sand shall be required for removal of the paint film when tested in accordance with Federal Specification TT-P 1952B.

C.7.17. No-Tracking Time Field Test

C.7.17.1. The paint shall dry to a no-tracking condition under traffic in three (3) minutes maximum when applied at 17 mils +/- 1 mil (432 μm +/-25 μm) wet film thickness plus six (6) pounds of glass beads per gallon of paint under conditions specified in paragraph 1.0. "No tracking" shall mean the line has dried to the point where a standard automobile can run over the line at 40 mph while making a passing movement and not track the reflectorized line when viewed from a distance of 50 feet.

C.7.18. Dry Through Time

C.7.18.1. The paint shall be applied to a non-absorbent substrate at a wet film thickness of 17 mils +/- 1 mil (432 μm +/- 25 μm) and placed in a humidity chamber controlled at 90 +/-5% R.H. and 72.5 +/- 2.5 degrees F. The dry through time shall be determined according to ASTM D 1640, except that the pressure exerted shall be the minimum needed to maintain contact with the thumb and film.

C.8. MINIMUM QUALIFICATIONS

No response will be considered unless the firm submitting the response can meet the following conditions:

- C.8.1.** That it has in operation a plant adequate for and devoted to manufacture of the pavement marking paint that it proposes to furnish, and is capable of producing batch sizes of at least 3000 gallons and consistent with the quantities to be delivered.
- C.8.2.** That it maintains a laboratory to scientifically control the product quoted upon to assure accuracy and quality of formulation.
- C.8.3.** That it has produced fast drying waterborne paint over the last two (2) years with a successful application record. At least three (3) separate and independent references shall be furnished with the response. The Department reserves the right to contact the provided references and request additional references prior to awarding any contracts.
- C.8.4.** All other policies and regulation regarding qualification of suppliers, were not in conflict with these provisions, shall apply.

C.9. QUALIFICATION OF PAINT

C.9.1. Successful supplier shall submit a type "A" certification in accordance with subsection 106.04 of the 2009 Oklahoma Standard Specifications for Highway Construction and state that all materials and final products meet the above specifications.

C.10. ACCEPTANCE

C.10.1. The State of Oklahoma reserves the right to make field tests of material prior to award to determine its suitability for application in its equipment and for purposes of determining compliance with the drying time requirements of this specification. The quantity of paint for this procedure shall be no less than 50 gallons of each color and shall be furnished at no cost to the department

After storage for periods of up to 9 months from the date of packaging the material shall meet the following:

- C.10.2.** The pigment shall not settle badly or cake in the container, nor shall the paint skin nor thicken in storage sufficiently to cause an undesirable change in consistency, or show spoilage.
- C.10.3.** The paint shall comply with all the provisions of these specifications and be capable of being re-dispersed with a paddle to a smooth, homogeneous condition of useable consistency.
- C.10.4.** • Any paint furnished under this contract that does not meet these provisions, or that cannot be satisfactorily applied shall be disposed of by the supplier and immediately replaced with acceptable material entirely at the supplier's expense, including handling and transportation charges.

C.11. PURCHASING

C.11.1. The read-mixed paint shall be purchased by volume, one (1) gallon shall mean two hundred thirty-one (231) cubic inches at 77 degrees F.

C.12. DELIVERY

- C.12.1.** The paint shall be delivered in 250 gallon reusable polyethylene, supplier-owned, tote containers. All containers must be uniform in size and shape to accommodate stacking.
- C.12.2.** Delivery shall be by flat-bed trailer with either open or removable sides. For each shipment of paint, the Vendor shall pick up all the empty containers from the Field Divisions.

C.13. REUSABLE POLYETHYLENE TOTES

- C.13.1. For delivery in totes, use **reusable**, ultraviolet stabilized, heavy duty polyethylene bulk containers, DOT approved for shipping and handling bulk liquids with a 1.6 minimum specific gravity that complies with 49 CFR Part 178.251 or Part 178 Subpart M for drop test requirements.
- C.13.2. Use tote tank that is translucent and has a sloped bottom for optimum drainage. Use tank that has a nominal capacity of 250 gallons with overflow capacity. Use tote that is manufactured with a material that is compatible with the paint supplied. Use a tote that has a screw top and that is easily opened by hand. Totes may be equipped with fittings allowing re-circulation if requested.
- C.13.3. Do not use disposable liners. Vendor is responsible for thorough cleaning of the tote before refilling.
- C.13.4. Each reusable tote will be equipped with a leak free, recessed bottom drain valve made of stainless steel, PVC or polypropylene and has a two inch (2") male disconnect fitting. Each tote shall have a frame that provides four-way forklift access and that is suitable for stacking two (2) frames high with the totes completely filled with paint.
- C.13.5. Each container must have a weather proof marking and include the following information:
 - C.13.5.1. Name and address of the manufacturer
 - C.13.5.2. Type of Paint
 - C.13.5.3. Color of paint in the container
 - C.13.5.4. Volume of material, gross weight and net weight
 - C.13.5.5. Batch identification number
 - C.13.5.6. Date of manufacture
- C.13.6. Totes remain the property of the supplier and all must be made available for return within ninety (90) days of the end of the contract. The user is responsible for any lost or damaged totes.
- C.13.7. No paint shall be delivered unless shipment is requested by the Department. The vendor shall have thirty (30) calendar days from the date requested to deliver the paint.
- C.13.8. Delivery and unloading shall be accomplished during normal working hours of the Department. The vendor shall notify the Department of delivery at least twenty-four (24) hours in advance.

C.14. BASIS FOR REJECTION

- C.14.1. Raw materials and/or finished products which fail to meet any requirement of these specifications shall be subject to rejection by the Materials Engineer. The Standard Formula paint shall constitute the standard for final comparison involving acceptance or rejection. The decision of the Materials Engineer shall be final in all questions relative to conformance with the provisions of these specifications.

C.15. INSPECTION SAMPLING AND TESTING

- C.15.1. The Vendor shall furnish a Type Certification in accordance with Subsection 106.04 of the 1999 Oklahoma Standard Specifications for Highway Construction for each lot of paint delivered. Only paint systems included on the Materials Engineer's list of approved products shall be used on Department projects.
- C.15.2. For a paint system to be considered for inclusion on the list of approved products, the paint manufacturer shall submit a Type "A" certification in accordance with Subsection 106.04 of the 2009 Oklahoma Standard Specification for Highway Construction showing satisfactory test results from an approved testing laboratory.
- C.15.3. Certification shall include the following:
 - C.15.3.1. Manufacturer's name
 - C.15.3.2. Test results and dates
 - C.15.3.3. Brand name
 - C.15.3.4. Lot number
 - C.15.3.5. Date of manufacturer
- C.15.4. New certification shall be required if any of the following conditions occur:
 - C.15.4.1. Manufacturing process or paint formulation is changes;
 - C.15.4.2. Testing indicates nonconformance to the Specifications;
 - C.15.4.3. Certification is older than 5 years; or
 - C.15.4.4. Noncompliance with any provisions included herein.
- C.15.5. A 4-liter sample of each component in a paint system may be required by the Materials Engineer for testing purposes. In case of variance, the Department's test results will govern. Failure to meet Specification requirement will be grounds for removal from the list of approved products.

- C.15.6.** The Department reserves the right to suspend approval of products if paint system performance is unsatisfactory (i.e., poor durability or appearance).

D. EVALUATION

D.1. Evaluation Criteria

D.1.1. This solicitation will be awarded by the following Best Value criteria:

- D.1.1.1.** Cost
- D.1.1.2.** Completion and submittal of minimum qualifications
- D.1.1.3.** Past Performance References

D.2. Product Acceptability

The State of Oklahoma reserves the right to make field tests of material prior to award to determine its suitability for application in its equipment and for purposes of determining compliance with the drying time requirements of this specification. The quantity of paint for this procedure shall be no less than 50 gallons of each color and shall be furnished at no cost to the department.

E. INSTRUCTIONS TO SUPPLIER

E.1. All questions must be sent electronically to Lisa.Bradley@omes.ok.gov by 1:00 PM, Monday, May 20, 2013.

F. CHECKLIST

F.1. Section C.8 qualifications

G. OTHER

None

H. PRICE AND COST

- H.1.** Pricing for paint and delivery have been separated for evaluation purposes. When contract is awarded, it will be for price per gallon with delivery charge included.
- H.2.** Price increases may be permitted with the approval of the State Purchasing Director. Pricing shall be held firm for the first 12 months of the contract. After the first 12 months, suppliers may submit a request for a price increase to the Contracting Officer.
- H.3.** Pricing shall be submitted based on PPI Index for Paint and Coating manufacturing (325510). Suppliers are welcome to submit additional pricing based on a different index than the PPI. Suppliers will designate what additional index was used for pricing if any. Please note that if submitting pricing with a different index suppliers will need to submit a separate response. Each response must be clearly marked as to which index was used.
- H.4.** Any future requests for price increase must be based on the index listed. Increases will not affect any orders issued prior to the approved price changes. The State will have 30 days to implement any approved price increase. The State reserves the right to reject any requested price adjustment if deemed excessive by the Central Purchasing Division. To request a price increase, the supplier(s) must submit a request in writing to the Contracting Officer listed on this solicitation. Requests may be emailed Lisa.Bradley@omes.ok.gov.
- H.5.** Price decreases are expected to be passed on to the State as supplier(s) receives them from the manufacturer. Supplier(s) are to notify the Contracting Officer in writing information regarding price decreases, including a list of all line items with their new prices.



SOLICITATION REQUEST

 Request for Quote Request for Proposal Request for Bid**Dispatch via Print**

Request Quote ID.	Date	Buyer	Page
5800000758	05/14/2013	Lisa Bradley (580)	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	05/14/2013 03:40 PM	06/04/2013 03:00 PM	

Requisition Number Reference: From Req ID - 5800001833

Department of Central Services
 DEPARTMENT OF CENTRAL SERVICES
 2401 N LINCOLN, WILL ROGERS BLDG
 OKLAHOMA CITY OK 73105

Vendor: NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Ship To: DEPARTMENT OF CENTRAL SERVICES
 CENTRAL PURCHASING DIVISION
 2401 N LINCOLN, WILL ROGERS BLDG, STE 116
 OKLAHOMA CITY OK 73105

Bill To: DEPARTMENT OF CENTRAL SERVICES
 ACCOUNTING DIVISION
 PO BOX 53488
 OKLAHOMA CITY OK 731123488

Supplier Responses

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

1 31211513 / 1000009149
 PAINT:
 White/Waterborne/Traffic

Qty. 25000 UOM GA

VOLUME PRICING: PRICED PER GALLON

1 TO 2500 GALLONS \$ _____

2501 TO 3000 GALLONS \$ _____

3001 TO 5000 GALLONS \$ _____

5001 AND MORE \$ _____

DELIVERY CHARGE PER GALLON \$ _____

Freight Terms: FOB DEST**Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

2 31211513 / 1000009150
 PAINT:
 Yellow/Waterborne/Traffic

Qty. 25000 UOM GA

VOLUME PRICING: PRICED PER GALLON

1 TO 2500 GALLONS \$ _____

2501 TO 3000 GALLONS \$ _____

3001 TO 5000 GALLONS \$ _____

5001 AND MORE \$ _____

DELIVERY CHARGE PER GALLON \$ _____

Freight Terms: FOB DEST**Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature