



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

Solicitation

1. Solicitation #: SW 14776

2. Solicitation Issue Date: 03-24-2014

3. Brief Description of Requirement:

State Wide Contract for Traffic Stripe, Paint, Thermoplastic, Multi-Polymer, Pavement Markers, Rumble Strip, and application services.

All Questions must be submitted by Thursday, March 27, 2014 4:00 PM CDT

RFP NOTICE: Please note that on an RFP no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

Attachments may be opened by paper clip icon on left gray border

4. Response Due Date¹: 04-15-2014

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

Personal or Common Carrier Delivery or U.S. Postal Delivery:

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

6. Solicitation Type (check one below):

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

7. Requesting Agency: OMES / CENTRAL PURCHASING DIVISION

8. 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")



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

Responding Bidder Information

"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # SW14776

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 Permit²:

☐ 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. 2011, § 311 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.)³

Authorized Signature

Date

Printed Name

Title

² For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbusssales.html>

³ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



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 #: SW14776

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 a 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" or "vendor" 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, OMES-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, unless otherwise detailed in the solicitation. 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)", OMES-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 legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- 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", OMES-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 OMES/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, unless otherwise detailed in the solicitation. 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 pled guilty 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 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. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. 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. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

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 may consist of the following documents in order of preference:
 - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.2. Solicitation, as amended (if applicable); and
 - A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

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, and 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

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

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 580:16-7-32.

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 OMES 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 but not limited to 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) through the Department of Homeland Security and 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.** This contract shall be for one year from the date of award, with the option to renew at the same unit prices, terms and conditions for a maximum of two (2) additional years, in increments of one (1) year. Renewal options at the discretion of the State of Oklahoma.

B.2. Contract Preference

This contract will be mandatory to all State Agencies.

B.3. Type of Contract.

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

B.4. Authorized Users.

Proposals shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities and other public bodies may avail themselves of the contract subject to the approval of the successful proposal(s). Each purchasing entity will place orders directly with the winning Respondent(s).

CHECK APPROPRIATE BLOCK

_____ Yes, proposal permits usage by other than State Agencies

_____ No, proposal permits usage by State Agencies only.

B.5. Extension of Contract.

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

B.6. Ordering.

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

B.7. Prompt Payment Discounts.

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

B.8. Gratuities.

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

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

B.10. Warranty.

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

B.11. Contract Management Fee

As empowered by State Statute §85.33 A & B, Central Purchasing imposes, and Vendors agree to pay a contract management fee in the sum of one (1) % of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Vendor, to Central Purchasing Division within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting". The contract management fee check should be sent to:

Personal or Common Carrier Delivery:

Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116
Oklahoma City, OK 73105
Attention: Lisa Bradley

B.12. Contract Usage Reporting Requirements.

- B.12.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.
- B.12.2.** Reports shall be submitted quarterly regardless of quantity.
- B.12.3.** Usage Reports shall be sent electronically to: Lisa.Bradley@omes.ok.gov , within 30 calendar days upon completion of performance quarter period cited in paragraph "B.12.4" of this contract provision.
- B.12.4.** Contract quarterly reporting periods shall be:
 - January 1 through March 31
 - April 1 through June 30
 - July 1 through September 30
 - October 1 through December 31
- B.12.5.** Failure to provide usage reports shall result in cancellation or suspension of contract.
- B.12.6.** Reference Attachment G for suggested reporting format and template.

B.13. Conflict of Interest.

The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose with the proposal 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.14. 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 proposal 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.15. Civil Rights Act of 1964

- B.15.1.** The Oklahoma Department of Transportation in accordance with title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and CFR 49, Part 21, Subtitle A, Nondiscrimination in Federally-assisted programs for the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, that no person shall on the grounds of race, color, or national origin be discriminated against. Pursuant to this advertisement, disadvantaged business enterprises shall be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against in consideration for an award.

B.16. EEO

- B.16.1.** Documents certifying nondiscrimination in employment and minimum wage requirements, as set forth in U.S. Department of Transportation form-1273 (latest edition), must be executed at the time of entering into the contract.

B.17. Negotiations

- B.17.1.** 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.17.2.** Negotiations may be conducted in person, in writing, or by telephone.
- B.17.3.** 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.17.4.** 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.17.5.** 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.

B.18. Limited Contact

- B.18.1. Pursuant to 580:15-4 (d)** The State Purchasing Director may limit contact regarding a solicitation between suppliers and agency personnel during the solicitation process. The limitation of contact may be described in the solicitation. All communication between suppliers and agency personnel regarding a solicitation shall be documented and filed in the acquisition file.
- B.18.2.** All questions and communications shall to be directed to the contracting officer.

B.19. Disclosures Regarding Lobbyists

- B.19.1.** A vendor may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.
- B.19.2.** Any bidder 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.19.3.** The name and address of each lobbyist or agent of the bidder, contractor, subcontractor who communicated with a State employee about a bid or potential bid must be disclosed with proposal response.

C. SOLICITATION SPECIFICATIONS

C.1. Introduction

- C.1.1.** This is an infinite Quantity Contract for Traffic Stripe, Paint, Thermoplastic, Multi-Polymer & Pavement Markers to include Labor, Materials, and Equipment necessary to supply and install various types of traffic stripe and pavement markers for the State of Oklahoma, including all State Agencies, Counties, Cities, and Local Government Agencies in accordance with the following specifications and §74-85.45 Oklahoma Minority Business Enterprise Assistance Act.

C.2. Scope of Work

- C.2.1.** This Contract shall be for the entire State as one bid for each Item/Description. An estimated quantity has been provided in Attachment A, for each of the eight (8) regions within the State. The eight (8) geographical regions of Oklahoma are as follows:
 - 1) Division I
 - a. Counties: Adair, Cherokee, Haskell, McIntosh, Muskogee, Okmulgee, Sequoyah, Wagoner.
 - 2) Division II
 - a. Counties: Atoka, Bryan, Choctaw, Latimer, LeFlore, McCurtain, Marshall, Pittsburg, Pushmataha.
 - 3) Division III
 - a. Counties: Cleveland, Coal, Garvin, Hughes, Johnston, Lincoln, McClain, Okfuskee, Ponotoc, Pottawatomie, Seminole.
 - 4) Division IV
 - a. Counties: Canadian, Cleveland, Garfield, Grant, Kay, Kingfisher, Logan, Noble, Oklahoma, Payne.

- 5) Division V
 - a. Counties: Beckham, Blain, Custer, Dewey, Greer, Harmon, Jackson, Kiowa, Roger Mills, Tillman, Washita.
- 6) Division VI
 - a. Counties: Alfalfa, Beaver, Cimarron, Ellis, Harper, Major, Texas, Woods, Woodward.
- 7) Division VII
 - a. Counties: Caddo, Carter, Comanche, Cotton, Grady, Jefferson, Love, Murray, Stephens.
- 8) Division VIII
 - a. Counties: Craig, Creek, Delaware, Mayes, Nowata, Osage, Ottawa, Pawnee, Rogers, Tulsa, Washington.

- C.2.2.** All Items are to be bid on an installed basis at the locations shown on the plans to be provided to the contractor with placement in accordance with the Department's Construction Specifications, Department's Special Provisions – SP855-1, SP855-6, SP856-1, and SP857-2, Department Standards, the latest edition of the Manual on Uniform Traffic Control Devices and the Oklahoma 2009 MUTCD Supplement. Plans will be provided after awarded with individual purchase order for specific projects. The contractor shall be limited to working on a maximum number of locations at one time as shown on the plans or as directed by the Engineer.
- C.2.3.** If unable to install permanent pavement markings immediately after existing pavement markings are removed (**or** if installation of permanent pavement markings is required in a location where prior removal is not necessary); temporary pavement markings that conform with ODOT Standards and Specifications shall be installed and maintained for a period not to exceed 48 hours, at which time new permanent pavement markings shall be installed. If inclement weather or other conditions prohibit the installation of new pavement markings within a timely manner, no pavement markings should be removed.
- C.2.4.** Failure to comply will result in penalties charged to the contractor in the amount of \$200.00 per day for each violation, up to a maximum penalty of 50% of the value of work for the work order in violation. All penalties will be deducted from payment.
- C.2.5.** All required pre-marking prior to placement of any item listed for bid in this contract shall be the responsibility of the contractor.
- C.2.6.** All materials and work performed on this contract shall be in accordance with the Oklahoma Standard Specifications for Highway Construction, 2009 Edition, including applicable Special Provisions, the latest edition of the Manual on Uniform Traffic Control Devices, AASHTO M249 (latest Edition), the Oklahoma 2009 MUTCD Supplement, the Department's Standard Drawings and other details showing installation practices, and project plan notes as well.
- C.2.7.** Specific Reference is given to Sections 710, 711, 736, 853, 854, 855, 856, 857, and 858 of the Standard Specifications for Highway Construction, Special Provisions 855-7, 856-1, 857-2 and to the latest revisions of Department Standards PM1-1, PM2-1, PM3-1, PM4-1, PM5-1, PM6-1, PM7-1, PM8-1, TCS1-1, TCS2-1, TCS3-1, TCS7-1, TCS21-1, TCS22-1, Along with the following attached Traffic Control Maintenance Detail Sheets; TCM10-1, TCM11-1, TCM12-1, & TCM14-1 respectively

C.3. Work Schedules

- C.3.1.** An extension of contract time for a purchase order may be granted by the Department if the vendor finds it impossible for reasons beyond his control; to complete the work within the contract time, provided he makes a written request to the Field Division Engineer responsible for the area in which the work is to be accomplished for an extension of time setting forth therein the reasons which he believes will justify the request (A plea that insufficient time was specified is not a valid reason for an extension). For each calendar day that any work provided for by the purchase order shall remain uncompleted after the contract time, the fixed sum of \$250.00 per calendar day will be assessed to the vendor as a liquidated damages. If an extension is granted then the liquidated damages would not be charged after the extension deadline.
- C.3.2.** The contractual vendor will be required to furnish a written schedule, detailing his proposed work sequence, upon the request of the Field Division Engineer. The Field Division Engineer shall reserve the right to direct the contractor to a specific work area when such action is deemed necessary. Written schedule is required so that work can be scheduled and inspected.

C.4. Signing

- C.4.1.** Construction signing will be installed in a manner approved by the engineer and/or requesting agency contract, in accordance with the NCHRP - 350 Crash Test, Chapter VI of the Manual on Uniform Traffic Control Devices, (current edition), the Oklahoma 2009 MUTCD Supplement, and applicable O.D.O.T. Standard drawings. The contractor shall provide a proposed traffic control plan for approval by the engineer and/or requesting agency contract prior to beginning work. Cost for the installation and subsequent removal of all necessary construction traffic control shall be included in the cost of other items of the contract required for completion of the work.

D. EVALUATION

- D.1.** This solicitation will be evaluated by the best value method.

E. INSTRUCTIONS TO SUPPLIER

- E.1.** Questions: All questions must be submitted in writing by 4:00PM, Wednesday April 2, 2014. Questions shall be send electronically to Lisa.Bradley@omes.ok.gov

E.2. Understanding of Attachments

- E.2.1.** The following space is provided for proposer to certify they have read and agree to comply with Attachment E and Attachment F.

Name / Title

E.3. Line Item Notes for Attachment B – Pricing Template

- (A)** All striping 0.050" thickness or less will be installed using spray application.
- (B)** All striping over 0.050" thickness installed under this contract will be applied using the extrusion die method.
 - 1. Ribbon extrusion will not be an acceptable method of application for any thickness of thermoplastic markings, unless approved by Field Division Engineer and/or requesting agency contract.
- (C)** Specific Types and Colors of Pavement Markers will be determined at the time of issuing purchase orders, and the Vendor is to provide any of the colors or combinations specified.
- (D)** This item shall include cleaning of the existing marker casting to insure proper installation of the reflective lens in accordance with manufacturers recommendations and in a manner approved by the Engineer and/or requesting agency contract.
- (E)** This items intent is to remove Class C Pavement Markers:
 - 1. (Asphalt)

While performing the pavement marker removal, the contractor shall fill the divot left by the removal of the pavement marker with an asphalt filler patch material. The asphalt filler patch material shall be approved by the engineer. The new or refurbished pavement marker shall be installed in the previous location.

- 2. (PC Concrete)

While performing the pavement marker removal, the contractor shall slightly overfill the divot left by the removal of the pavement marker with a PC concrete patch material. The PC concrete patch material shall be approved by the engineer. Prior to placing this concrete patch material into the marker divots, the surface shall be prepared by sand blasting, followed by an application of an acrylic bonding agent according to the manufacturer's recommendation.

- (F)** Equipment used for the removal of the markings may be of any type. Removal of Pavement marking will conform to the Standard Specifications for Highway Construction and Special Provision 857-2 (Latest Revision).

Use equipment for removing pavement markings that will not damage the pavement surface or pavement texture.

- (G)** The pigments used for the yellow thermoplastic compound shall not contain any hazardous materials listed in the Environmental Protection Agency Code of Federal Regulations (CFR) 40, Section 261.24, and Table 1. The

combined total of RCRA listed heavy metals shall not exceed 100 ppm when tested by X-ray fluorescence spectroscopy. The pigments shall also be heat resistant, UV stable and color-fast yellows, golds, and oranges, which shall produce a compound which shall match Federal Standard 595 Color 13538. The pigment shall be uniformly distributed throughout the thermoplastic compound.

Daylight Reflectance and Color: The thermoplastic compound after heating for four hours \pm five minutes at 425

Any prepared areas contaminated as a result of the Contractors operations shall be re-cleaned at no additional cost to the Department.

(J) Raised Rumble Strip.

This pay item specification reference is located in RS1-1 2009. Diagram is included in attachment D.

Pay Item:

857(F) 8820 PAVEMENT MARKING REMOVAL (HYDROBLASTING)LF T

E.4. Insurance

- E.4.1.** Certificates of Insurance are to be provided with solicitation response.
- E.4.2.** General Liability Insurance and Vehicle Insurance in the amounts of \$100,000.00/\$300,000.00
- E.4.3.** Worker's Compensation Insurance as required by law.

Worker's Compensation Insurance Policy Number _____

Policy Expires: _____

E.5. Performance Bond

- E.5.1.** Within 20 calendar days from the date of the work order and prior to starting any work, the contractual vendor will deposit with the Resident Engineer responsible for the work a Performance Bond at 100% value per each purchase order issued totaling \$13,500.00 or more under this contract. Failure to supply bonds will result in cancellation of the purchase order and subsequent cancellation of this contract.
- E.5.2.** Also, copies of said bonds and the required Certificate of Insurance shall be given to the Central Purchasing Division. For each purchase order issued, the contractual vendor will be given 30 calendar days from the date of the work order letter for securing materials; after which the resident engineer will schedule the pre-work conference. The vendor will be expected to begin work on or before the 31st calendar day and will complete the work within the specified number of calendar days listed below:

PURCHASE ORDER AMOUNT	CONTRACT TIME
\$0.00 to \$30,000.00 -	20 Calendar Days
\$30,001.00 to \$60,000.00	30 Calendar Days
\$60,001.00 or more	40 Calendar Days

One additional calendar day for each \$10,000.00 or less increment over \$60,000.00

F. CHECKLIST

None

G. OTHER

Attachment A – Estimated Quantities

Attachment B – Cost Proposal

Attachment C – ODOT Special Provisions

Attachment D – Rumble Strip Diagram

Attachment E – Federal Regulations

Attachment F – Federal Requirements

Attachment G – Usage Reporting Template

H. PRICE AND COST

H.1. Attachment B – Cost Proposal

H.2. Price Increases

H.2.1. 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.2.2. Requests for price increases must be submitted in writing to the Contracting Officer at least 30 days prior to the effective date of increase. Increase must be based on a mutually agreed table / category from the Federal Department of Labor – Producer Price Index prior to award. Suggestion to reference Category Code: PCU 3252113252111. The State reserves the right to reject any requested price adjustment if deemed excessive by the Central Purchasing Division. Increases will not affect any orders issued prior to the price changes.

H.2.3. Price decreases are expected to be passed on the State as supplier(s) receives them from the manufacturer. Supplier(s) are to notify the Contracting Officer in writing identifying items for price reductions.