



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

Notice of Statewide
Contract Award

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

Contract Title: Vinyl Roll-Up Signs and Stands

Statewide Contract #: SW 675

Contract Issuance Date: 09/25/2015

Total Number of Vendors: 1 *(For details see: Vendor Information Sheet)*

Contract Period: 09/25/2015 through 09/24/2016

Agreement Period: 09/25/2015 through 09/24/2019

Authorized Users: This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes also allow Counties, School Districts and Municipalities to use this contract as well as State entities other than the State of Oklahoma if statutes allow for it.

Contract Priority: Mandatory

Type of Contract: Fixed Price

OMES-CP Contact: Joyce Leivas

Phone: 1 - 405 – 5212479

Title: Contracting & Procurement
Officer

Fax: 1 - 405 – 5214475

E-mail: joyce.leivas@omes.ok.gov

G.1 Required Delivery

Unless determined to be the error of the ordering agency, the supplier shall not be entitled to a restocking fee/returned goods charge or return freight costs. Should goods need to be returned due to the error of the ordering agency, goods may be returned in the original condition, freight prepaid with a 15% of sales cost for a restocking/returned goods charge. Goods must be returned within a 20 (period of time) for consideration of this credit.

B. SPECIAL PROVISIONS

B.1. Contract Period

The contract period is for a twelve (12) month period, commencing from the date of award through one year. This contract may be renewed for up to three (3) successive one year periods.

B.2. Extension of Contract

The State may extend the term of this contract for 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 an indefinite delivery and indefinite quantity for the supplies specified and the State shall not guarantee any minimum or maximum quantities mentioned in this contract. Vendor must clear all shipments with agency prior to shipping any portion of this contract.

B.4. Authorized Users

B.4.1. Mandatory Contract

B.4.1.1. All State agencies must use the contract for the products/services specified herein unless the ordering agency has received a written exception from the contracting officer.

B.4.1.2. The State of Oklahoma reserves the right to conduct separate procurement process(es) to establish contract(s) for the same or similar products/services for any agency's specific needs.

B.4.2. Other Government Entities

B.4.2.1. All State Departments, Boards, Commissions, Institutions, Counties, School Districts and Municipalities may avail themselves of the contract.

B.4.2.2. Although any State government agency may use the contract, the laws of each participating state shall govern for purchases made by each respective participating state. Participation by any state, regardless of geographic location is permitted at any time during the term of the contract including any contract extensions.

B.5. Notice of Award

A notice of award letter resulting from this Request For Quote 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 the 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 the specified contract requirements.

B.8. Warranty

The successful respondent 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.9. Gratuities

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

B.10. Conflict of Interest

The Request For Proposal 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 bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.12. Energy Conservation

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

B.13. Ordering

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders or 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.14. Awarded Supplier(s) Invoices

B.14.1. The supplier shall be paid upon submission of invoices to the ordering agency at the prices stipulated in the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in a 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.14.2. 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.15. Payment 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.16. Payment Methods

Payments for goods and service made by government entities are made through the use of Purchase Orders or Purchase Cards.

B.17. Contract Management Fee

As provided by Title 74 §85.33A, the Department of Central Services will assess a Contract Management Fee in the amount 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 with 30 days from the completion of the quarterly reporting period. To ensure the payment is credited properly, the vendor must identify the check as "Contract Management Fee" and include the Statewide Contract number and title and the 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 and/or discount percentage provided with the response to the solicitation. Failure to remit the fee quarterly shall result in cancelation of the contract. The Contract Management Fee is non-refundable when an item is rejected, returned, or declined due to the vendors 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 to:

Department of Central Services
2401 N Lincoln Blvd Ste 116
Oklahoma City OK 73152-8803
Attention: Joyce Leivas

B.18. Contract Usage Reporting Requirements

B.18.1. Reports shall be submitted quarterly regardless of quantity. The usage report shall contain the Date of Order, ordering party name, location, quantity purchased and price and extended total of the order.

B.18.2. 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.18.3. 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

B.18.4. Failure to provide usage reports shall result in cancelation or suspension of contract.

C. SOLICITATION SPECIFICATIONS

C.1. Description

It is the intent that a Statewide Contract will be executed for Fluorescent Retroreflective Vinyl Roll-Up Signs and Portable Sign Stands in accordance with the specifications listed below.

C.2. Technical Requirements for Fluorescent Vinyl Roll-Up Signs

The sign blanks and overlays shall consist of a fluorescent orange, or fluorescent pink wide angle prismatic retroreflective sheeting sealed to a flexible, heavy duty coated fabric, or vinyl material. The sheeting shall have a smooth surface with distinctive interlocking diamond seal pattern and orientation marks visible from the face. Bidders may propose alternate materials or methods where allowed by the specifications. ODOT will determine whether such alternates are considered as "equal." Bidders will be required to provide a sample sign prior to award of contract to ODOT to determine suitability according to the specifications.

- C.2.1.** The sign shall have been tested in accordance with National Cooperative Highway Research Program (NCHRP) Report 350 and meet all requirements of this report. The manufacturer shall provide the Department a letter of acceptance from FHWA documenting their approval of the sign.
- C.2.2.** Each sign shall include two (2) fiberglass cross braces. Cross braces shall be a durable, UV resistant continuous glass fiber wrapped with two (2) layers of material. The inner wrap shall be continuous strand fiberglass mat provided for extra transverse strength and the outer layer shall be a synthetic surfacing veil to prevent splitting, fiber bloom, and damage due to ultraviolet exposure.
- C.2.3.** The two (2) cross braces shall be attached at the centers with metal fasteners and pivot, allowing smooth rotation, and shall be of a low profile nature to allow sign panel to roll-up around the ribs when not in use. Cross bracing dimensions must be as indicated:
 - C.2.3.1.** Horizontal Cross Bracing - 3/16" x 1-1/4"
 - C.2.3.2.** Vertical Cross Bracing - 5/16" x 1-14"
- C.2.4.** Sign shall be assembled by bending or flexing the horizontal cross bracing which is slid into two (2) non-sliding Lexan corner pockets. Corner pockets must be securely attached to the sign using at least three (3) rivets, of which all three (3) rivets are located within the body of the pocket. Cloth pockets, sliding pockets, and sewn Lexan pockets are not acceptable. Note: The Department of Transportation will make no exception concerning the 3 rivets. Only 3 rivets will be accepted.
- C.2.5.** Each sign shall have at least one (1) anti-kiting Velcro loop device permanently attached to the back of the sign. An additional length of Velcro shall be fastened near one (1) end of the diamond sign horizontal points, and shall be oriented so that when sign is rolled up on the vertical rib the Velcro will comfortably encircle the sign and hold it tight in the rolled up state by fitting Velcro into the channel molded into the Lexan pocket. When rolled-up Lexan pockets shall not dangle freely.
- C.2.6.** Roll-up signs shall be 48" x 48". The accepted sheeting for fluorescent orange shall be Reflexite Marathon or 3M Diamond Grade RS24 or equal. The accepted sheeting for fluorescent pink shall be Reflexite Superbright or 3M RS33 or equal. Retroreflective surface of the sheeting shall be weather resistant and show no appreciable cracking, blistering, crazing, or dimensional change after 1500 hours of exposure in xenon arc weatherometer in accordance with ASTM G 26, Type B, Method A.
- C.2.7.** The ink used in the production of these signs shall be compatible with the sheeting material and shall not crack, peel, split, or delaminate from sheeting for the useful life of the sign.
- C.2.8.** Bidders shall provide pricing for standard sign message, and signs that may require an overlay. Overlay panels shall be constructed of the same material as the sign. A minimum of 4 snaps shall be used to attach an overlay to the sign face. Snaps shall also be provided on the back side of the sign for storage of the overlay. Snaps should be black anodized brass meeting Military Standard #27980. Other types of snap's, or attachment devices may be considered if it can be shown that they offer superior performance. Velcro overlay attachments are acceptable.
- C.2.9.** Sub-component replacement parts shall be available for purchase.
- C.2.10.** Roll-up signs may or may not be ordered with a high level warning device (flags). When a flag attachment is specified, it shall be NCHRP 350 compliant. The flag attachment shall be fastened to the vertical rib of the fiberglass cross brace and shall pivot on the vertical rib for storage inside the sign when the sign is rolled up. The use of a device mounted to the vertical rib of the cross brace to hold staffed flags is also acceptable for use.
- C.2.11.** All sign legends shall conform to the latest revision of the Manual on Uniform Traffic Control Devices (MUTCD) (Latest Edition).

C.2.12. The Vinyl Roll-Up Signs will be Windmaster, Dicke Tool or approved equal.

C.3. Technical Requirements for Portable Sign Stands

C.3.1. COMPACT SIGN STAND

- C.3.1.1. Bidders will be required to provide a sample sign support prior to award of the contract to the Department of Transportation to determine suitability according to the specifications. The burden-of-proof shall be solely upon the vendor to provide to the satisfaction of the State that their model truly is an "approved equal". The State shall be the final judge of whether another sign stand qualifies as an "approved equal".
- C.3.1.2. All compact, portable sign support stands to be provided under this contract shall comply with the Manual On Uniform Traffic Control Devices (MUTCD) (Latest Edition), weigh less than 25 pounds and securely hold upright by a positive lock universal clamping device, roll-up signs up to 48 inches. All major parts shall be manufactured of corrosion resistant materials. All support plates and hardware not constructed of corrosion resistant materials must have a high quality, bonded corrosion resistant coating such as corrosion resistant lead free paint, powder coating, or electro-deposit zinc plating. All materials shall be first run quality and have no defects or sharp edges.
- C.3.1.3. Minimum size of footprint on ground with telescoping legs fully extended is to be approximately 52" x 90".
- C.3.1.4. Minimum height from ground to bottom corner of sign shall be 18" with legs pin-locked down and lying flat on the ground with legs either extended or telescoped.
- C.3.1.5. Maximum standard height from ground to bottom corner of sign shall be approximately 21" with legs locked and lying flat on the ground with legs either extended or telescoped.
- C.3.1.6. Telescoping legs shall be constructed of ASTM 6000 series square aluminum tubing with a minimum thickness of 0.100 inches. The outer legs shall be 1" square. The inner leg shall be 1" square with skid resistant end caps fastened to one end with two (2) rivets, each. The inner leg will have a positive locking device when in the fully extended position.
- C.3.1.7. The latch bracket assembly for attaching the sign stand to the vertical rib of the 48" x 48" roll up signs shall be a universal attachment, such as a clamping device, capable of holding the signs currently owned by the Oklahoma DOT. The system shall not rely on any separate tools to complete the attachment.
- C.3.1.8. The stand shall have telescoping fold up legs. When open, legs shall be independently adjustable for uneven terrain. Legs shall have lever actuated spring loaded releases that can be opened with foot action from a standing position to allow for quick set-up/take down. Mechanism will allow the legs to be pivoted from the storage position to either of the two use positions.
- C.3.1.9. The stand assembly shall consist of a not-fatiguing, wind relieving steel spring(s) mechanism for mast deflection. The mast shall not deflect more than 45 degrees. The stand shall also include an anti-rotation feature to minimize twisting of the mast and sign in wind speed of 65 MPH and traffic speed of 70 MPH.
- C.3.1.10. **Warranty** - Sign stand shall have a minimum five (5) year warranty against defective workmanship and material.
- C.3.1.11. **Acceptance** - The compact sign stand shall be a Dicke Tool Dynaflex DF3003W with 45 degree stop (DF3003W-45), or approved equal. One compact sign stand shall be submitted to the Oklahoma Department of Transportation for review and compliance with the specification prior to award and shipment of the order.
- C.3.1.12. The delivered I stand shall be complete and ready for use, with no need for modifying the device any way. For shipping purposes, minor disassembly I acceptable, so long as all holes are already pre-drilled and all fasteners are included. All fasteners shall be English, i.e., not metric.
- C.3.1.13. The sign stands shall be Dicke Tool's Dynaflex DF3003W-45 or approved equal. Those vendors desiring to utilize an "approved equal" to satisfy this contract shall submit their specifications with their bid, for the STATE's review. The burden-of-proof shall be solely upon the vendor to prove to the satisfaction of the STATE that his/her proposed model truly is an equal to the Dynaflex DF3003W-45. The STATE shall be the final judge of whether another sign stand qualifies as an "approved equal".

C.3.2. HEAVY DUTY SIGN STAND

- C.3.3. Each sign support shall consist of four (4) telescoping legs constructed of ASTM 6000 series square aluminum tubing with a thickness of 0.100 inches. The outer legs shall be 1 1/4" square and the inner legs 1" square with skid resistant end caps fastened to one end with two (2) rivets each. The telescoping section shall be able to lock in the extended position by means of a spring loaded push button. Minimum size of footprint on ground with telescoping legs fully extended is to be approximately 52: x 90". When in the displayed position legs shall be independently adjustable for uneven terrain. Legs shall have lever actuated spring loaded releases that can be opened with front action from a standing position and allow for quick set-up/take down.

- C.3.4.** Sign stand is to weigh no more than 34 lbs.
- C.3.5.** The upright shall telescope to the required work height, and shall be attached to the base with dual heavy-duty upright coil springs. The device shall be a self-contained unit, not requiring any special disassembly for normal "takes down" after use, beyond pulling out hitch pins to allow the upright to telescope down.
 - C.3.5.1.** At least two (2) mounting brackets for rigid metal signs.
 - C.3.5.2.** Flag holder 2/ flag lock, and one set-of three warning flag.
- C.3.6.** Minimum height from ground to bottom corner of the sign shall be 18" with the legs locked down and lying flat on the ground.
- C.3.7.** The telescoping mast shall have a spring-button locking mechanism, which secures to mast in the display position. Total mast length in the displayed position shall be a minimum of 82".
- C.3.8.** Bracket shall be adjustable up and down the mast and be easily tightened to secure the bracket at the proper mounting height via a thumbscrew. The sign shall be mounted to the bracket by the horizontal rib. The rib is secured in the bracket slot and locked in place by a spring activated pull release lever.
- C.3.9.** The stand shall have independently adjustable legs for uneven terrain, minimum of two (2) positions per leg. Legs shall have lever actuated spring loaded releases that can be opened with foot action from a standing position to allow for quick set-up and take down.
- C.3.10.** The mast shall be allowed to pivot or flex in only one direction, front to back, and shall not be capable of deflecting any more than 45 degrees. The mast shall also include an anti-rotation feature to minimize twisting and ensuring the sign faces traffic at all times.
- C.3.11.** The sign stand shall have a minimum five (5) year warranty against defective workmanship and material.
- C.3.12.** Sub-component replacement parts shall be available for purchase and shall be field-replaceable with basic hand tools (English, not metric).
- C.3.13.** The delivered sign stand shall be complete and ready for use, with no need for modifying the device in any way. For shipping purposes, minor disassembly is acceptable, so long as all holes are already pre-drilled and all fasteners are included. All fasteners shall be English, i.e., not metric.
- C.3.14.** The Heavy Duty Sign Stand shall be a Dicke Tool's Dynaflex DF4000 with a 45 degree stop (DF4000-45) or approved equal. Those vendors desiring to utilize an "approved equal" to satisfy this contract shall submit their specifications with their bid, for the STATE's review. The burden-of-proof shall be solely upon the vendor to prove to the satisfaction of the STATE that his/her proposed model truly is an equal to the DF4000W-45. The STATE shall be the final judge of whether another sign stand qualifies as an "approved equal".

C.4. BARRIER MOUNT SIGN STAND

- C.4.1.** This stand will allow the attachment of the signs included in this specification to the top of a concrete median barrier through the means of a clamping device. The width of wall to be attached to varies from 5" to 12".
- C.4.2.** Stand will be constructed of either painted (lead free) or zinc coated steel.
- C.4.3.** Adapter to attach to signs to this stand shall be included with the stand.
- C.4.4.** The Barrier Mount Sign Stand will be a JRB 1A or approved equal. Those vendors desiring to utilize an "approved equal" to satisfy this contract shall submit their specification with their bid, for the STATE's review. The burden-of-proof shall be solely upon the vendor to prove to the satisfaction of the STATE that his/her proposed model truly is an equal to the JRB 1A. The STATE shall be the final judge of whether another sign stand qualifies as an "approved equal".

D. EVALUATION

The State of Oklahoma will use best value criteria in accordance with Oklahoma Statute Title 74, Section 85 in evaluation of proposals. The order in which best value criteria is listed does not establish priority. The State may negotiate with Vendors to get the best price, value and terms. Once the State identifies the top candidates, negotiations may take place through the State Purchasing Director on Fixed Fee or % Discount services. The State considers all cost and business terms negotiable.

- D.1.1.** Cost
- D.1.2.** Past performance
- D.1.3.** Acceptability of specifications of product offered

E. INSTRUCTIONS TO SUPPLIER

Vendors please provide two (2) reference documents with your bid submission. These documents must be submitted by a business contact on their company letter head and shall describe the business relationship you have with the business contact and successful

contracts accomplished by that relationship in support of your ability to provide the products requested by this solicitation.

F. CHECKLIST

- F.1. Print all the documents from the Central Purchasing website and submit them with your proposal.**
- F.2. Provide specifications for your products and explanations of how any alternate specifications comply with the requested requirements.**
- F.3. Provide documents required in section "E" pertaining to past performance/references.**
- F.4. Submit response by the designated closing day and hour.**

G. OTHER

G.1. Required Delivery

Unless determined to be the error of the ordering agency, the supplier shall not be entitled to a restocking fee/returned goods charge or return freight costs. Should goods need to be returned due to the error of the ordering agency, goods may be returned in the original condition, freight prepaid with a _____% of sales cost for a restocking/returned goods charge. Goods must be returned within a _____(period of time) for consideration of this credit.

H. PRICE AND COST

H.1. Price Adjustments

- H.1.1.** Prices must remain firm for the first year of the contract period. After the first year of the contract period, and every year thereafter, the awarded supplier(s) may file for a price adjustment consistent with and relative to price changes originating with the manufacturer and/or the market trends. The new pricing methodology must be sent with the request for adjustment. Requests for such an adjustment must be fully documented and, if approved shall be firm until the next annual anniversary date of the contract. The State reserves the right to reject any requested price adjustments if deemed excessive by the Central Purchasing Division.
- H.1.2.** To request a price adjustment, the supplier(s) must submit a request to the Contracting Officer at Central Purchasing within thirty (30) days of the annual anniversary date of the contract. If approved, price adjustments shall become effective ten (10) days after the approval. Retroactive adjustments shall not be allowed. Any purchase orders issued by any State agency prior to the effective date will be honored by the supplier at the price in effect at the time of the issuance of the purchase order.
- H.1.3.** Price decreases shall become effective immediately on the date specified in the manufacturer's printed notice of change. The supplier shall bill the State at the reduced price on all deliveries made on or after the date of the manufacturer's price reduction. The supplier shall promptly provide the Contracting Officer at Central Purchasing Division with a letter of notice concerning the change.

H.2. Pricing Sheets

See attached for the pricing sheet to use for your price submission.