



1. Solicitation #: 0900000311 (SW696)

2. Solicitation Issue Date: 11/09/2017

3. Brief Description of Requirement:

The Office of Management and Enterprise Services (OMES), Central Purchasing (CP) is seeking responses from potential Suppliers to provide Reflective Glass Beads for State Agencies and Affiliates to purchase services on an as-needed basis.

4. Response Due Date<sup>1</sup>: 05/10/2018

Time: 3:00 CST/CDT

5. Issued By and RETURN SEALED BID TO<sup>2</sup>: Lisa Bradley

U.S. Postal Delivery Address: 5005 N. Lincoln Blvd  
OKC, OK 73105

Common Carrier Delivery Address: Same

6. Solicitation Type (type "X" at one below):

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

7. Contracting Officer:

Name: Lisa Bradley  
Phone: 405-522-4480  
Email: [Lisa.Bradley@omes.ok.gov](mailto:Lisa.Bradley@omes.ok.gov)

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

<sup>2</sup> If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



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

1. RE: Solicitation # 090000311 (SW696) \_\_\_\_\_

2. Bidder General Information:

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. Bidder Contact Information:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. Oklahoma Sales Tax Permit<sup>1</sup>:

YES – Permit #: \_\_\_\_\_

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

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](http://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 with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.<sup>2</sup>

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

**7. Disabled Veteran Business Enterprise Act**

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

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Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

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Printed Name \_\_\_\_\_ Title \_\_\_\_\_



**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.

Agency Name: All - Solicitation 0900000311 (SW696) Agency Number: All

Solicitation or Purchase Order #: State Wide Contract

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, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

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 an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "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.1.6. "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 5005 N. Lincoln Blvd. Suite 300, 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 the following order of precedence:
  - A.9.2.1. Any Addendum to the Contract;
  - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.3. Solicitation, as amended (if applicable); and
  - A.9.2.4. 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 Equivalent**

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, and must be prior to the closing date of 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 contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

### **A.13. Negotiations**

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder 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 offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

### **A.14. 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 260:115-7-32.

### **A.15. Award of Contract**

- A.15.1. 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.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. 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.16. Contract Modification**

- A.16.1. 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 Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. 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 Addendums, 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.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(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.17.2. 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.18. Invoicing and Payment**

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

#### **A.19. Tax Exemption**

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

#### **A.20. Audit and Records Clause**

- A.20.1. 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.20.2. The successful supplier(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.21. 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.22. 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.23. 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.24. Termination for Cause**

- A.24.1. 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.24.2. 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.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.25. Termination for Convenience**

- A.25.1. 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.25.2. 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.26. Insurance**

The successful supplier(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.27. 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.28. 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](http://www.dhs.gov/E-Verify).

#### **A.29. 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.30. 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 Term**

**B.1.1.** The initial contract term is for a twelve (12) month period, commencing from date of award through one year. This contract may be renewed for up to three (3) additional one year 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**

**B.2.1.** The State may extend the term of this contract for up to 120 day intervals if mutually agreed upon in writing by both parties.

### **B.3. Mandatory Contract**

**B.3.1.** 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.1.1.** 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.1.2.** 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.4. Type of Contract**

**B.4.1.** This is a firm fixed price contract for indefinite delivery and indefinite quantity for the suppliers/services specified. The State shall not guarantee any minimum or maximum amount of the supplier services that may be required under this contract.

### **B.5. Proposal Conformity**

**B.5.1.** By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

### **B.6. Gratuities**

**B.6.1.** The right of the successful Supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, 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.7. Warranty**

**B.7.1.** The Successful Supplier 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 cause of this contract.

### **B.8. Conflict of Interest**

**B.8.1.** 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 supplier's firm or any of its branches.

**B.9. Patents and Royalties**

**B.9.1.** 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 an 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 proposed 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.10. Ordering**

**B.10.1.** Any supplies to be furnished under this contract shall be ordered by issuance of written purchase orders by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations 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 a conflict between a purchase order and this contract, the contract shall have precedence.

**B.11. Required Delivery**

**B.11.1.** Delivery shall be made within the delivery time specified by the Supplier in their proposal response.

**B.11.2.** MSDS Sheets must be supplied for products with delivery of products to requesting agency.

**B.12. Awarded Supplier(s) Invoices**

**B.12.1.** The supplier shall be paid upon submission of proper certified invoices to the ordering party 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 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.12.2.** In case of partial delivery, the ordering party may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

**B.13. Contract Management Fee**

**B.13.1.** As empowered by State Statute 74 O.S. §85.33 A , the Office of Management and Enterprise Services imposes, and Suppliers 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 Supplier, to OMES, Central Purchasing Division within 45 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract quarterly reporting periods". To ensure the payment is credited properly, the supplier must identify the check as a "contract management fee", the contract number and the quarter reporting.

**B.13.2.** The contract management fee check should be sent to:

Office of Management and Enterprise Services  
Attention: Accounts Receivable  
5005 N Lincoln Boulevard  
Oklahoma City, OK 73105

**B.14. Contract Usage Reporting Requirements**

**B.14.1.** Contractor's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.

**B.14.2.** The Contract Usage Report will be sent, electronically (format: .XLS) and regardless of quantity, within 45 calendar days upon completion of the quarterly reporting period to:

**B.14.2.1.** [Strategic.Sourcing@omes.ok.gov](mailto:Strategic.Sourcing@omes.ok.gov)

**B.14.3.** Contract quarterly reporting periods for management fees and usage reports shall be as follows:

Reporting Quarter	Due Date
January 1 through March 31.	May 15th
April 1 through June 30	August 14th
July 1 through September 30	November 14th
October 1 through December 31	February 14th

**B.14.4.** Failure to provide contract management fees and usage reports shall result in cancellation or suspension of contract.

**B.15. Minimum Order Requirement**

- B.15.1.** Minimum order requirements are \_\_\_\_\_. Please take into consideration when you fill in this amount that this contract may be used by smaller government entities that typically don't buy large amounts.
- B.15.2.** Instances where successful supplier makes partial shipment of orders meeting minimum requirement, shipments shall be made F.O.B. destination with no extra transportation charges added.
- B.15.3.** Ordering parties shall be allowed to mix items to reach minimum order requirements.

**B.16. State Purchase Card**

- B.16.1.** The State currently has a VISA card to enable selected State employees to purchase needed goods and services using a State of Oklahoma purchasing card. The State prefers that the successful supplier will accept this purchasing card as a form of payment. There shall be no additional cost to a requesting entity for use of purchasing cards as a payment method.
- B.16.2.** Acceptance of the State of Oklahoma Purchase Card (P-Card) requires that no charges be posted to the P-Card prior to the shipping of goods. Only the total of goods shipped may be charged to the P-Card upon shipping. All back-ordered goods cannot be charged until received by the supplier and shipped to the State of Oklahoma end user. Upon shipment, an itemized invoice must be emailed to the order requestor within two (2) business days of the charge.

SIGNATURE OF ACCEPTANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

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

**B.17. Prompt Payment Discounts**

- B.17.1.** Discounts for prompt payment will be considered in the evaluation of offers. Any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

OFFER: \_\_\_\_\_ %, \_\_\_\_\_ CALENDAR DAYS.

## **B.18. Negotiations**

- B.18.1.** The supplier 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 Supplier should not expect that the State will negotiate to give the Supplier an opportunity to strengthen its proposal. Therefore, the Supplier must submit its best offer based on the terms and conditions set forth in this solicitation. If such negotiations are conducted, the following conditions shall apply.
- B.18.2.** Negotiations may be conducted in person, in writing, or by telephone
- B.18.3.** The Central Purchasing Division reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase. All suppliers involved in the negotiations process will be invited to submit a best and final offer.
- B.18.4.** The mandatory requirements of this 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.19. Mandatory Vendor Registration prior to Contract Award (In Addition to Section A.15.3)**

- B.19.1.** Supplier's pending contract award to a bid released by the Central Purchasing Division or other Oklahoma state agency MUST register with the state.

**Online Registration:** <https://www.ok.gov/dcs/vendors2/app/index.php>

- B.19.1.1.** Pursuant to 74 O.S. § 85.33.B: A supplier may register with the Central Purchasing Division to be placed on the Supplier List for bid notification.
- B.19.1.2.** Registration entitles a supplier to receive all bid notices for the commodity classes specified by the supplier in the registration process for a period of one year.
- B.19.1.3.** The Vendor Registration fee is **\$25 for EACH** family code for which the supplier desires registration.
- B.19.1.4.** The following items describe information requested by the vendor registration application. To expedite the application process, suppliers are encouraged to have the information readily available prior to beginning the registration application. If your company is not currently transacting business in the State of Oklahoma, you may not have some of the items listed. However, any supplier selected for award of a contract with the state of Oklahoma must meet the requirements prior to the issuance of a purchase order.
- B.19.1.5.** E-mail address - if possible, we encourage all suppliers to create a central e-mail address, to which all state bidding e-mail correspondence can be sent. A central e-mail for your organization will assure personnel changes or employee absences do not inhibit your ability to receive timely notifications of State bidding opportunities.
- B.19.1.6.** An Oklahoma Sales Tax Permit Number and its Expiration Date or explanation of the exemption status (FAQs)
- B.19.1.7.** An Oklahoma Secretary of State Filing Number, or explanation of the exemption status ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911)
- B.19.1.8.** A Workers Compensation Insurance Certificate (PDF file) or explanation of the exemption status (FAQs)
- B.19.1.9.** Suppliers must complete all 12 steps of the registration application, which require business information about your company, a substitute W-9 form and designation of the commodity codes/classifications your company is interested in. We recommend suppliers search UNSPSC Website Code Posting to identify the applicable commodity codes prior to beginning the registration application. However, you will have the option to select and deselect a family, class and commodity during the online registration process before finalizing your application.
- B.19.1.10.** Payment information related to a bank checking account (example), or VISA, MasterCard or American Express credit card. All payments are made through an encrypted secure server and payment information is not stored after a transaction. You will receive confirmation after your registration is validated and approved by the Vendor Registration Officer.
- B.19.2.** Note to Suppliers: The State of Oklahoma does NOT provide legal advice regarding exemptions from Sales Tax Permit, Secretary of State, and Workers Compensation Insurance registrations.

## C. SOLICITATION SPECIFICATIONS

- C.1.** The references for the specifications are found in section 711.05 Glass Beads of the 2009 Standard Specifications for Highway Construction, English and Metric.
- C.2.** Units of measurement are provided in the subsections in both English and Metric equivalents.
- C.3.** Traffic Paint. Glass beads used for traffic stripe paint shall meet the requirements of AASHTO M 247, Type I. Beads shall be supplied with a moisture-resistant coating.
- C.4.** Glass Beads for Thermoplastic. Furnish drop-on glass beads in accordance with these specifications. Glass traffic beads shall comply with the following:
- C.4.1.** Be colorless, clean, transparent, and free from milkiness, excessive air bubbles, skins and foreign objects.
  - C.4.2.** Contain less than 0.25 % moisture by weight.
  - C.4.3.** Have a minimum refractive index of 1.5 when tested by the liquid immersion method at 77 \_F.
  - C.4.4.** Be spherical in shape, and essentially free of sharp angular particles, and particles showing surface scarring and scratching.
  - C.4.5.** Show no evidence of objectionable static electricity when flowing through a regular traffic bead dispenser.
  - C.4.6.** Gradation. *Oklahoma DOT Standard Glass Beads for Thermoplastic* shall meet the requirements of AASHTO M247, Type I.
    - C.4.6.1.** Oklahoma DOT Large Glass Beads for Thermoplastic shall meet the following requirements:

Open U.S. Std Sieves	Percent Retained
#10 Sieve	0
#12 Sieve	0-5
#14 Sieve	5-20
#16 Sieve	40-80
#18 Sieve	10-40
#20 Sieve	0-5
Pan	0-2
  - C.4.7.** Roundness. *Standard* gradation glass beads shall be a minimum of 80% true spheres when tested according to ASTM D-1155. *Large* gradation beads shall be a minimum of 80 % true spheres. The manufacture shall provide a Type A certification for roundness for each shipment of *Large* beads
  - C.4.8.** Coatings. Standard and Large glass beads shall be supplied with an adhesion coating to promote adhesion in thermoplastic pavement marking material. Standard glass beads (AASHTO M247, Type I), shall also be supplied with a moisture-resistant coating to prevent clumping.
- C.5.** Packaging: Glass beads ordered by the Department of Transportation shall be packaged in 2,000 pound Tri-Wall boxes with four (4) bands (two in each direction) for stability and stacking.

## D. EVALUATION

### D.1. Evaluation Method.

The State of Oklahoma will conduct a comprehensive, fair, and impartial evaluation of proposal based on the "best value" criteria defined in the Oklahoma Central Purchasing Act, 74, Okla. Stat. §85, et seq. This proposal will be awarded by the "Best Value Method".

## **Evaluation Criteria**

**D.1.1.** Price

**D.1.2.** Lead Time

**D.1.3.** Previous Government Contract References

**D.1.3.1.** Suppliers responding to this solicitation shall be required to have had contracts with government entities. Please provide documentation (Contract reference, Government Entity, and approximate value of contract in annual sales) for at least 2 contracts

**D.1.4.** Organizational Summary

**D.1.4.1.** Summarize Suppliers' organizational characteristics including date established, the organization type, number of employees, and how these characteristics will enable the Suppliers organization to implement, manage, and supply the products as detailed in this RFP.

## **E. INSTRUCTIONS TO SUPPLIER**

**E.1.** Introduction

The Supplier must take the responsibility to:

**E.1.1.** Carefully read the entire RFP

**E.1.2.** Seek Clarification by asking questions in a timely manner

**E.1.3.** Submit all required forms, completed to the best of Supplier's ability, and submit by the required dates and times

**E.1.4.** Responses must be sent to the address listed on the front page of this solicitation, addressed to OMES, Central Purchasing

**E.2.** Proposal Format

**E.2.1.** Completed "Responding Bidder Information" OMES Form CP076.

**E.2.2.** Completed "Certification for Competitive Bid and Contract" OMES Form CP004.

**E.2.3.** All Amendments signed (if applicable).

**E.2.4.** Solicitation Request Page

**E.2.5.** Proof of Liability and Worker's Compensation Insurance

**E.3.** Response Submission

**E.3.1.** Supplier is to submit one (1) complete copy on electronic media (CD, flash drive, DVD, etc.), which includes the completed proposal including the scanned images of the required OMES signed forms.

**E.3.2.** Faxed or emailed responses will not be accepted.

**E.3.3.** Please mark all electronic media submissions with the company name, RFP solicitation number, and closing date. PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

## **F. CHECKLIST**

None

## **G. OTHER**

Please note that on a 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.

## **H. PRICE AND COST**

**H.1. Price Adjustments.**

Prices are to remain firm during the first 12 months of the contract. After that date, if there has been an industry-wide price increase suppliers may request an increase in prices. Price increases may be requested only once each year. Pricing changes must be submitted 30 days prior to the date of the effective change and must be approved by the contracting officer. Documentation from the manufacturer/distributor and a detailed item listing with price change suggestions must be submitted. Any increase will not affect any orders issued prior to the effective approval date of any price changes. Supplier's failures to promptly notify the State of any price decreases shall result in the cancellation of their contract. No price reduction may be offered to an agency unless that reduction is offered to all agencies.



# SOLICITATION REQUEST

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

<b>Request Quote ID.</b>	<b>Date</b>	<b>Buyer</b>	<b>Page</b>
0900000311	04/09/2018	Lisa Bradley (580)	1
<b>Payment Terms</b>	<b>DateTime Quote Open</b>	<b>Closing</b>	
0 Days	04/24/2018 04:11 AM	05/10/2018 03:00 AM	

Requisition Number Reference: From Req ID - 0900010959

## Mgmt and Enterprise Services

OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES  
 ADMINISTRATION  
 122 STATE CAPITOL BUILDING  
 OKLAHOMA CITY OK 73105

**Ship To:**

**Bill To:** OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES  
 ACCOUNTS PAYABLE  
 3812 N SANTA FE, STE 290  
 OKLAHOMA CITY OK 73118

**Supplier:** NAME

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Supplier Responses**

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	31191513 / 1000009876 GLASS BEADS: Type 1 Reflect	15000	LB		

Brand name \_\_\_\_\_

Brand No. \_\_\_\_\_

Remarks: \_\_\_\_\_

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

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

2	31191513 / 1000009877 GLASS BEADS: Type III Reflect	15000	LB		
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Brand name \_\_\_\_\_

Brand No. \_\_\_\_\_

Remarks: \_\_\_\_\_

**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
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