



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

**Solicitation**

**1. Solicitation #: SW10058**

**2. Solicitation Issue Date: 10/26/2011**

**3. Brief Description of Requirement:**

SW10058 Reflective Sheeting

Any questions must be emailed to Joyce\_Leivas@dcs.state.ok.us by 11/04/2011 at 5:00 pm.

**4. Response Due Date<sup>1</sup>: 11/16/2011**

**Time: 3:00 PM CST/CDT**

**5. Issued By and RETURN SEALED BID TO:**

Personal or Common Carrier Delivery:

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

U.S. Postal Delivery:

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

**6. Solicitation Type** (check one below):

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

**7. Requesting Agency:** Department of Central Services, Central Purchasing Division on behalf of all State of Oklahoma Government Entities.

**8. Contracting Officer:**

Name: Joyce Leivas

Phone: (405) 521-2479

Email: Joyce\_Leivas@dcs.state.ok.us

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



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

**Responding Bidder Information**

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

**1. RE: Solicitation #** SW10058

**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 Permit<sup>2</sup>:**

☐ 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](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 a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>3</sup>

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

<sup>3</sup> For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers'\\_Compensation\\_Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



State of Oklahoma  
Department of Central Services  
Central Purchasing 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 #: SW10058

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

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

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

### **A.2. Bid Submission**

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

### **A.3. Solicitation Amendments**

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

### **A.4. Bid Change**

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

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

By submitting a response to this solicitation:

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

- A.5.1.2.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

## **A.6. Bid Opening**

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

## **A.7. Bids Subject to Public Disclosure**

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

## **A.8. Late Bids**

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

## **A.9. Legal Contract**

- A.9.1.** Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

## **A.10. Pricing**

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

## **A.11. Manufacturers' Name and Approved Equivalents**

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

## **A.12. Clarification of Solicitation**

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

### **A.13. Rejection of Bid**

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

### **A.14. Award of Contract**

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

### **A.15. Contract Modification**

- A.15.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

### **A.16. Delivery, Inspection and Acceptance**

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

### **A.17. Invoicing and Payment**

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

### **A.18. Tax Exemption**

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

### **A.19. Audit and Records Clause**

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of three 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 three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.



## **A.20. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

## **A.21. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

## **A.22. Choice of Venue**

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

## **A.23. Termination for Cause**

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

## **A.24. Termination for Convenience**

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

## **A.25. Insurance**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

## **A.26. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

## **A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://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**

The contract period is for a 12 month period, commencing Date of award through one year. This contract may be renewed for up to four additional one year periods.

### **B.2. Extension of Contract**

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

### **B.3. Type of Contract.**

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

### **B.4. Mandatory Contract**

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

### **B.5. Notice of Award**

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

### **B.6. Travel**

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

### **B.7. Conformity**

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

### **B.8. Gratuities**

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

### **B.9. Warranty**

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

### **B.10. Conflict of Interest**

A 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 it's 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 response that would indicate energy savings.

**B.13. Ordering**

- B.13.1.** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders or a state purchase card by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations will be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

**B.14. Inventory**

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

**B.15. Awarded Supplier(s) Invoices**

- B.15.1.** The Supplier shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Awarded Supplier shall be the only office authorized to receive orders, invoice and receive payment. Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- B.15.2.** 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.16. State Purchase Card**

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

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

**B.17. 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.18. Contract Management Fee**

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

The Contract management Fee shall be noted on the quarterly Contract Usage Report and paid by the Vendor to the Central Purchasing Division within 30 days from the completion of the quarterly reporting period. To ensure the payment is credited properly, the Contractor must identify the check as "Contract Management Fee" and include SW10058 Retroreflective Sheeting and reporting period covered with the payment.

The Contract Management Fee is not to be considered an add-on fee to the agency, but is to be included within the cost and discount percentage provided with the response to this 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 Contractor's failure to perform or comply with specifications or requirements of the agreement. The Contract Management Fee shall be sent to the attention of the Contracting Officer identified in this solicitation to:

Department of Central Services

P O BOX 528803

Oklahoma City OK 73152-8803

Attention: Joyce Leivas

**B.19. Contract Usage Reporting Requirements**

- B.19.1.** Reports shall be submitted quarterly regardless of quantity. The usage report shall contain Date of order, Ordering Party Name, Location, Quantity purchased, Price and extended total of order.
- B.19.2.** 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.19.3.** 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.19.4.** Failure to provide usage reports shall result in cancellation or suspension of contract.

## **C. SOLICITATION SPECIFICATIONS**

See attached.

## **D. EVALUATION**

### **D.1. Evaluation Criteria**

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

**D.1.1.** Cost

**D.1.2.** Acceptance of P-card

### **D.2. Product Acceptability**

The Oklahoma Department of Transportation reserves the right to make field tests of material prior to award to determine its suitability for application.

### **D.3. Negotiation**

The State reserves the right to negotiate with one or more Suppliers. The Department of Central Services may negotiate any and all content of the proposal.

## **E. INSTRUCTIONS TO SUPPLIER**

### **E.1. Brand Name**

Brand name, manufacturer number and respondent's part number must be completed on each line item.

### **E.2. Product Availability**

Product proposed must be a current product and available for general marketing purposes at the opening of this solicitation.

## **F. CHECKLIST**

Please make sure all questions are asked before the deadline listed on the first page of the solicitation. (See first page of solicitation)

Please include the complete solicitation packet for submission, not just the pricing sheet.

Did you initial any changes/corrections? (A.2.4)

Did you include any brochures or specifications for your product? (A.11)

Did you select yes or No for the P-Card use? (B.16)

## **G. OTHER**

### **G.1. Delivery**

**G.1.1.** Delivery shall be made within 30 calendar days after receipt of order by the successful respondent. Supplier must contact ordering entity's purchasing entity a minimum of 24 hours prior to shipping.

**G.1.2.** MSDS Sheets must be supplied for products with delivery of products to requesting agency.

## **H. PRICE AND COST**

**H.1.** Complete the attached pricing form. Please submit your brochures/product specifications/descriptions for your product. Failure to do so may render you unresponsive and you may not be considered for award.

**H.2.** Vendors please submit your method of calculating price increases/decreases and provide any indices you use for determining the cost of your finished product.

### **H.3. Price Increase**

**H.3.1.** 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.3.2.** Any requests for price increase must be supported by price index increases and reports on the industry changes that cause the increase in prices. Increases will not affect any orders issued prior to the approved price changes. The State will have 30 days to implement any approved price increase. The State reserves the right to reject any

requested price adjustment if deemed excessive by the Central Purchasing Division. To request a price increase, the supplier(s) must submit a request in writing to the Contracting Officer listed on this solicitation. Requests may be emailed to [Joyce\\_Leivas@dcs.state.ok.us](mailto:Joyce_Leivas@dcs.state.ok.us), faxed to 405-521-4475, or mailed to the Department of Central Services, Central Purchasing Division, PO Box 528803, Oklahoma City, OK 73152-8803.

- H.3.3.** Price decreases are expected to be passed on to the State as supplier(s) receives them from the manufacturer. Supplier(s) are to notify the Contracting Officer in writing information regarding price decreases, including a list of all line items with their new prices. The State will have 30 days to implement any requests for price decrease.

# Specifications for Retroreflective Sheeting for Traffic Control

## C1. SCOPE AND CLASSIFICATION

1.1 Scope: This specification shall cover the State of Oklahoma requirements for retroreflective sheeting and shall be in effect on the date of invitation to bid. Typical applications for these materials are for permanent highway signing, temporary traffic control devices, and delineators.

1.2 Classification: Retroreflective sheeting shall meet the types and specifications set forth in ASTM D 4956 (latest revision) "Standard Specification for Retroreflective Sheeting for Traffic Control," unless otherwise noted.

|           |  |
|-----------|--|
| Type I    | A retroreflective sheeting referred to as "engineering grade" that is typically an enclosed lens glass-bead sheeting.  |
| Type II   | A retroreflective sheeting sometimes referred to as "super engineering grade" that is typically an enclosed lens glass-bead sheeting.  |
| Type III  | A retroreflective sheeting referred to as "high-intensity" that is typically manufactured as an encapsulated glass-bead  |
| Type IV   | A retroreflective sheeting referred to as "high-intensity" that is typically an unmetalized microprismatic retroreflective element material.   |
| Type VIII | A retroreflective sheeting typically manufactured as an unmetalized cube corner microprismatic retroreflective element material. Applications for this material include permanent highway signing, construction zone devices, and delineators. |

## C2. OBLIGATIONS AND REQUIREMENTS

C2.1 Manufacturers'/Suppliers' Requirements: At ODOT's request, submit satisfactory evidence of the ability to furnish the product(s) in accordance with the terms and conditions of this specification. ODOT reserves the right to make the final determination as to the material supplier's ability. Provide a Date Sticker (month/year) when the product was manufactured on each shipment of product(s).

C2.1.1 Technical Support: The sheeting manufacturer shall provide training and technical support to the applicators, and shall provide a copy of the current training materials/manuals (and any updates as they occur) to the Chief Traffic Engineer.

C2.1.2 Pending Problem Resolution: Prospective material supplier or bidder with unresolved pending issues (materials or performance issues with ODOT) may not be considered for award in connection with any advertisement of this contract specification.

C2.2 Sheeting Manufacturer's Replacement Obligation:

2.2.1 Field Performance Replacement: When and where it can be shown that signs processed according to the sheeting manufacturer's recommendations (unless otherwise specified in the specification) do not meet field performance requirements (Section C4.7), the sheeting manufacturer shall cover the total costs of replacement, including labor, of the sign on the roadway or of restoring the sign surface to its original effectiveness at no cost to the purchaser. The replacement sheeting shall be the same type of sheeting originally specified, meet all the requirements of this specification and be prequalified by ODOT.

C2.2.2 Traffic Control Liability: The manufacturer or their contractor's work zone traffic control shall meet ODOT standards and the latest edition of the MUTCD during replacement of the failed sign(s). Purchaser shall be held harmless from any liability that may arise from the manufacturer or contractor's operations.

C2.2.3 30-Day Notification: Within 30 calendar days of notification of a potential problem, the sheeting manufacturer shall schedule an on-site product performance investigation with purchaser's designated personnel.

C2.2.4 120-Day Obligation: The sheeting manufacturer shall fulfill all sign replacement or refurbishment obligations within 120 calendar days after determination of product failure. The purchaser may choose to correct (by their own forces or contract) any failed product that is not replaced within 120 days. The manufacturer shall be liable for all cost associated with the correction performed by purchaser.

C2.2.5 Removing Nonfunctioning Signs: When, in the judgment of the purchaser, a deteriorated sign presents a traffic hazard, the purchaser reserves the right to remove the sign from the roadway and place the sign in storage for the manufacturer's inspection. When inspections reveal a product failure, the manufacturer is obligated to replace or shall reimburse purchaser for all costs, including labor, involved in replacing the sign.

C2.2.6 Purchaser reserves the right to place a representative on the job to ensure that signs are replaced or refurbished in accordance with ODOT standards.

C2.2.7 Purchaser may test signs or sign faces used to fulfill the sheeting manufacturer's obligation to ensure compliance with this specification.

C2.3 Purchaser's Obligations:

C2.3.1 Ensure that all signs are dated (month/year) for each sign when placed on the roadway by purchaser personnel.

C2.3.2 Fabricate, store and ship all signs according to the manufacturer's recommendations.

### **C3. WARRANTY REQUIREMENTS**

C3.1 Comprehensive Manufacturer's Warranty Requirements: Failure to comply with the requirements of this warranty will be cause for removal from ODOT's Qualified Product List (QPL).

C3.1.1 Certification: With each lot or shipment, the manufacturer shall provide a Type D certification (in accordance with Subsection 106.04, ODOT's 2009 Standard Specification for Highway Construction), stating the materials supplied meet the requirements of this specification.

C3.1.2 Statement of Understanding: Manufacturer shall submit a written statement to the purchaser that the manufacturer understands the provisions of the warranty and will abide by the provisions. Include the name, address and telephone number of the person to contact regarding potential claims under the warranty provisions.

C3.1.3 Warranty Statement: The manufacturer's warranty shall also warrant the use of one manufacturer's reflective sheeting directly applied to a different manufacturer's reflective sheeting. See Section C4.8 for the Minimum Performance Period. If a failure occurs, the manufacturer of the sheeting that fails will be responsible for the failure. (i.e., If the sheeting separates from the substrate, the manufacturer of the sheeting, which is attached to the substrate, will be responsible. If sheeting used for legend loses adherence to the sheeting attached to the substrate, the manufacturer of the legend material will be responsible).

### **C4. QUALIFICATION AND PERFORMANCE:**

C4.1 Qualification Requirements: Products listed by manufacturer and product code or designation shown on the QPL maintained by ODOT will be considered for purchase in connection with this specification.

C4.2 Future Advertisement: Bidders wishing to have their product(s) considered for future advertisements should contact the Oklahoma Department of Transportation, Traffic Engineering Division, 200 N.E. 21<sup>st</sup> Street, Room 2-A7, Oklahoma City, OK 73105.

C4.3 Conditional Approval: ODOT may grant conditional approval of materials not on the QPL that meet the following:

- Provide laboratory-accelerated weathering test results showing a successful completion and,
- Provide initial and a minimum of 24 months of AASHTO's National Transportation Product Evaluation Program (NTPEP) test data showing compliance with ASTM D4956 (latest revision); and
- Minimum warranty requirements listed under Section 3.



#### C4.4 Re-evaluation:

C4.4.1 Product Changes: Any changes in the composition, identification and/or manufacturing process shall be reported to the Materials Engineer. Changes determined by the Materials Engineer to be significant will require a re-evaluation of performance.

C4.4.2 Material Re-submission: Material failing to meet any of the specification requirements may be resubmitted for evaluation only after the manufacturer has offered a reasonable explanation for the failure and evidence that the cause of the failure has been identified and, in the opinion of the Materials Engineer, sufficiently corrected to ensure conformance with the specification in the future.

C4.5 Periodic Evaluation: ODOT reserves the right to periodically evaluate the performance of materials.

C4.6 Outdoor Weathering: Failure to successfully complete all outdoor weathering requirements will result in cancellation of conditional approval.

4.6.1 NTPEP Weathering Data: Full prequalification will be granted only upon review of NTPEP weathering data for compliance with ODOT specification requirements.

C4.7 Field Performance Requirements: Reflective sheeting, processed and applied according to the manufacturer's recommendations, (or as required in this specification when there is an exception to the manufacturer's recommendations), shall perform satisfactorily for the number of years stated in Section C4.8 for that type.

C4.7.1 Sheeting Failures: The sheeting will be considered unsatisfactory if it has deteriorated due to natural causes (precluding unnatural causes such as vehicle impact or vandalism), to the extent that the sign is ineffective for its intended purpose, when viewed from a moving vehicle under normal day and night driving conditions, or shows any of the following defects:

- Cracks discernible with the unaided eye from the driver's position while in an outside lane at a distance of 50 feet (15 meters) or greater from the sign.
- Peeling, delamination, or bubbling in excess of 1/4 inch (6.4 millimeters)
- Shrinkage in excess of 1/8 inch (3.2 millimeters) total per 48 inches (1.2 meters) of sheeting width.
- Fading or loss of color to the extent that color fails to meet the requirements in ASTM D 4956 (latest revision).
- Loss of retroreflectivity to a level below 40% (60% retained) of the minimum values specified in ASTM D 4956 (latest revision) tables for Type I and II sheeting or in this specification for new sheeting when measured at the angles specified for each type.
- Loss of retroreflectivity to a level below 20% (80% retained) of the minimum values specified in ASTM D 4956 (latest revision) tables for Types III, IV, and VIII sheeting.

C4.8 Minimum Performance Period: All signs, except construction traffic control devices, shall meet the following:

- Type I & II- Seven years.
- Types III, and IV - Seven years plus three additional years with obligation for sheeting replacement only.
- Type VIII – Ten years plus two additional years with obligation for sheeting replacement only.

C4.9 Sample Testing: Testing of sheeting samples will be in accordance with ODOT's 2009 Standard Specifications for Highway Construction, and special provisions (latest revision).

C4.10 QPL Removal:

- May occur after failure to comply with Section C2.2.4.
- ODOT may conduct additional tests to identify changes in the material as described in Section C4.4.1. Any changes detected which have not been reported by the manufacturer may be cause for removal of that material from the QPL.
- ODOT will select random samples from materials submitted to ODOT on contracts or purchase orders, for periodic evaluation of performance as described in Section C4.5. Failure of reflective sheeting materials to comply with the performance requirements of this specification may be cause for removal of those materials from the QPL.

## **C5. MATERIAL REQUIREMENTS**

C5.1 General: All types of retroreflective sheeting specified in this specification shall meet all the following:

- All the requirements of ASTM D 4956 (latest revision) specifications, except when other specific requirements are shown for a particular type of reflective sheeting material or exceptions are indicated in this specification, and
- The requirements specified in ASTM D 4956 (latest revision) Supplementary Requirement S3, "Artificial Accelerated Weathering (AAW)," and
- All non-construction zone application types not listed in Table S3.1 of ASTM D 4956 (latest revision) "Supplementary Requirements" must have at least 80% of their initial retroreflectivity values after 2,200-tested hours under the AAW, and
- All construction zone application types not listed in Table S3.1 of ASTM D 4956 (latest revision) "Supplementary Requirements" must have at least 60% of their initial retroreflectivity values after 500-tested hours under the AAW.

C5.1.1 Trade Marks: When used, the manufacturer identification marks or watermarks shall be inconspicuously placed on four [4] to 12-inch (100 to 300 mm) centers. The manufacturer identification marks shall not be visible at a distance greater than 30 feet (nine (9) meters). The manufacturer shall furnish all identification codes to the ODOT Materials Engineer.

C5.2 Sheeting Characteristics: The exterior of the reflective sheeting shall be transparent, flexible, smooth-surfaced, moisture-resisting material and shall have sufficient strength and flexibility to be easily handled, cut to shape, processed and applied without appreciable stretching, tearing or other damages.

C5.2.1 Tensile Strength and Elongation (Type I and II only)

- The tensile strength shall not be less than five-[5] pounds-force per one [1] inch (25 Newton's per 25.4 mm) of width.
- Tensile strength and elongation shall be tested according to ASTM D 882 (latest revision).

C5.2.2 Workability: The integrity of the film or reflective sheeting shall be such that when the reflective sheeting or a completed sign face is trimmed in the normal manner to match the sign substrate, the film or reflective sheeting shall not crack, flake, nor chip on the sign panel or sign face side of the trim line.

C5.2.3 Temperature Stability:

C5.2.3.1 Reflective sheeting shall permit cutting, application, and color processing at any combination of temperatures from 50 to 100 °F (10 to 38 °C) and relative humidity from 20% to 90%.

C5.2.3.2 Unapplied Sheeting shall permit heat curing of process inks at temperatures up to 200 °F (93 °C), unless otherwise recommended by the sheeting manufacturer and so stated in their technical literature.

C5.2.4 Solvent Resistance: The surface of the reflective sheeting or the face of a completed sign shall be chemically resistant to the extent that there will be no surface change when wiped with a soft, clean cloth dampened with mild detergents or cleaners supplied by or recommended by the sheeting manufacturer.

C5.2.5 Color: The reflected night color shall be the same color as the day color when observed at 50 feet (15 meters). In addition, the reflected night color shall be uniform, free of streaks, mars, and other imperfections.

C5.2.6 Optical Performance:

C5.2.6.1 Minimum Values: Coefficient of Retroreflection,  $R_A$ , shall have the minimum values specified in ASTM D 4956 (latest revision) before exposure (sheeting reverse screened with transparent ink).

C5.2.7 Adhesive Backing: The adhesive backing shall be a pressure-sensitive (PS), ASTM D 4956 Class 1 (latest revision), applied to the approved sign surface according to the instruction of the sheeting manufacturer without the necessity of additional adhesive coats on either the reflective sheeting or application surface. After application, the sheeting shall tightly adhere to the application surface, and show no discoloration, cracking, crazing, blistering, or dimensional change.

C5.2.7.1 Pressure-Sensitive (PS) Adhesives: PS adhesives shall be of an aggressive tack type requiring no heat, solvent, or other pre-application preparation to the reflective sheeting for adhesion to clean aluminum, fiberglass, plywood, and other approved surfaces.

C5.2.7.2 Protective Liner: The protective liner over the adhesive backing shall be removable from the adhesive backing by peeling without soaking in water or other solvents and without breaking, tearing or removing any adhesive from the adhesive backing. The protective liner shall be easily removed after accelerated storage for four (4) hours at a minimum of 150 °F (66 °C) under a pressure of 2.5 psi (17 kPa).

C5.2.7.3 Slip-Sheets: Suppliers of reflective sheeting, using a porous, textured backing paper to protect the adhesive layer which is not suitable for use as a slip-sheet for packaging of completed signs, sign panels, or both, shall supply rolls of slip-sheet paper in the various widths of reflective sheeting supplied. The area of slip-sheet paper, supplied in the various widths, shall be the same as the area of reflective sheeting supplied with the various widths. Slip-sheet paper supplied shall be considered as subsidiary to the reflective sheeting and any costs, direct or indirect, shall be included in the bid price for reflective sheeting on state purchases.

C5.2.7.4 Stain Resistance: The adhesive shall have no staining effect on the reflective sheeting.

C5.3 Material Identification: The manufacturer shall notify the Material Engineer, in writing, of the size of his standard production lot (jumbo roll) if the lot size exceeds 32,500 square feet (3020 square meters).

C5.3.1 Container: Each container, carton, or box containing reflective sheeting shall be marked with the information listed in ASTM D 4956 (latest revision).

C5.3.2 The identification number(s) shall also appear on the inside of the sheeting roll core.

C5.3.3 The number(s) stated under Section 5.3.1 and Section 5.3.2 shall match. The mismatch of these numbers can and may be cause for rejection

#### C5.4 Screen Inks:

C5.4.1 General Requirements: Screen inks shall be a material specifically formulated for use as screen ink for screening sign faces and/or legends on the various types of reflective sheeting, as specified elsewhere in this specification.

C5.4.2 Ink Color: Screen inks, when screened onto any approved white reflective sheeting, shall produce a color within color requirements specified for the various colors of reflective sheeting in ASTM D 4956 (latest revision).

C5.4.2.1 Ink Usage: The screen ink shall be used as supplied or thinned according to the manufacturer's recommendations.

C5.4.2.2 Screen: The screen used shall be of the type recommended by the manufacturer.

C5.4.2.3 Determination: Color will be determined by using ink from sealed, unopened containers as received from the manufacturer.

C5.4.3 Transparency: Black screen ink, when applied on white sheeting, shall be completely opaque. All other colors, when screened onto white sheeting according to the manufacturer's recommendation, shall meet the contrast ratio requirements as specified in Section 5.6 of this specification.

C5.4.4 Durability: Screen inks, recommended by the ink manufacturer for use on the various types of reflective sheeting, shall exhibit the same durability as specified for that type of reflective sheeting.

C5.4.4.1 Federal Test Method: When tested according to Federal Test Method 6301, "Adhesion (Wet) Tape Test," no process ink shall be removed after processing a minimum of 96 hours or exposure of the various sheeting types of sheeting to durability and weathering test specified.

#### C5.5 Colored-Transparent Films (EC Films):

C5.5.1 General: Colored, transparent films shall consist of durable, electronically cuttable films coated with a transparent, pressure-sensitive adhesive protected by a removable liner.

C5.5.2 Workability and Availability: The use of colored, transparent films shall not require the release of any volatile, organic compounds. The films are designed to be cut on knife-over-roll (sprocket-fed or friction-fed) and flatbed electronic cutting machines. The films shall be:

- Available in standard traffic colors,
- Dimensionally stable, and
- Designed optimally to Categorize, Cut, Lift, and Transfer.
- Acrylic material.

C5.5.3 Color: When applied to retroreflective sheeting, the resulting color shall fall within the color requirements specified for the various colors of reflective sheeting in ASTM D 4956 (latest revision).

C5.5.4 Coefficient of Retroreflection: When applied to retroreflective sheeting, the resulting coefficient of retroreflection reading shall have the minimum values as shown in ASTM D 4956 (latest revision).

C5.5.5 Durability: Colored, transparent films, when applied to the various types of reflective sheeting, shall meet the same durability requirements as specified for that type of reflective sheeting.

C5.6 Completed Sign: All completed signs using transparent screen inks or transparent films, the “Contrast Ratio” is the quotient of the white coefficient of retroreflection to the other color coefficient of retroreflection.

- The contrast ratio will be determined at an observation angle of 0.2 degree and an entrance angle of –4 degrees.
- For all signs which use reflectorized white and red, the contrast ratio shall not be less than 4.0 nor greater than 15.0.
- For all other signs, sign panels, sign faces, and traffic control devices the contrast ratio shall not be less than 4, except for orange color which shall be 2.

## **C6. PACKAGING:**

C6.1 General: The materials shall be packaged in containers that will permit normal shipping and storage without the material sustaining damage or becoming difficult to apply.

C6.2 Roll material shall contain no more than three (3) splices per 50 yards (46 meters). The length of the roll core shall not be less than the width of the material.

C6.3 Pressure-Sensitive Material:

- The ends of the material shall be cut square with an overlap splice of  $3/8 \pm 1/8$  inch in width ( $9.5 \pm 3.2$  millimeters).
- Edges of the overlap splice are to be straight and square.