



**State of Oklahoma
DEPARTMENT OF TRANSPORTATION
PROCUREMENT DIVISION**

Solicitation

Solicitation #: 3450004915/20-6-0056

Solicitation Issue Date: 03/12/20

Brief Description of Requirement:

ROAD MAINTENANCE PATCHER

As of 03/18/2020 and until further notice due to concerns about the possible spread of the coronavirus on packages, bids should be submitted to ODOT via email. Electronic bids will still be considered and sealed bids and the attachments will not be opened until bid closing. Electronic bids should be emailed to the Buyer handling the Solicitation.

The Solicitation is let as a Request for Proposal pursuant to and in accordance with Oklahoma Statute, Title 74, and Section 85.12.B.3.

Response Due Date¹: 04/30/20

Time: 4:00 PM Central Time

Issued By and RETURN SEALED BID TO:

Agency Name: OKLAHOMA DEPARTMENT OF TRANSPORTATION

- U.S. Postal Delivery: 200 NE 21ST STREET
- Carrier Delivery: OKLAHOMA CITY, OKLAHOMA 73105

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

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

1. Shipping Location:

2. Contracting Officer:

Name: STELLA PAULEY
Phone: 405-522-5149
Email: SPAULEY@ODOT.ORG

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



SOLICITATION REQUEST

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

Department of Transportation

Dept of Transportation
Procurement Branch
200 NE 21st Street
Oklahoma City OK 73105

Request Quote ID.	Date	Buyer	Page
3450004915	03/03/2020	Stella Pauley	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	04/14/2020 07:50 AM	04/30/2020 04:00 PM	

Requisition Number Reference: From Req ID - 3450032185

Ship To: DEPT OF TRANSPORTATION
SEE BELOW
OK

Bill To: Dept of Transportation
Div 6 HQ
P O Box 190
Buffalo OK 73834

Supplier: NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	22101600 / 1000030452 ROAD MAINTENANCE: Patchers	4	EA	_____	_____

2 Month Rental for 2 Machines
Rental Period: May 1st, 2020 thru June 20th, 2020
Rental Patcher II according to attached Specifications

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

2	22101600 / 1000030452 ROAD MAINTENANCE: Patchers	8	EA	_____	_____
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4 Month Rental for 2 Machines
Rental Period: July 1st, 2020 thru October 31st, 2020
Rental Patcher II according to attached Specifications

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

Product meets specifications Yes ___ No ___ If no, please explain:

This is NOT AN ORDER

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

Authorized Signature

Patcher II Specifications

The purpose of these specifications is to describe a double-boiler type mixer that is specifically designed for and shall be capable of heating and melting CrafcotechCrete, Mastic One, Matrix 501 and PolyPatch products. All qualified bidders must have and maintain a complete inventory of repair parts and have experienced factory-trained service personnel for this equipment.

	<u>Comply</u>	<u>Does Not Comply</u>
1. GENERAL		
A. This machine shall be the manufacturer's current production model manufactured in the United States of America.	_____	
B. The machine will be capable of starting at ambient temperature and be ready for operation in one and a half hours or less.	_____	
C. A comprehensive safety manual and an operational/maintenance manual shall be supplied with each unit.	_____	
D. Thermostatic control for the heat transfer medium shall be provided and shall have sufficient sensitivity to maintain product temperature within the manufacturer's specified application temperature range.	_____	
E. Temperature indicating devices shall have intervals no greater than 5°F (2.8°C) and shall be calibrated as required to assure accuracy.	_____	
F. The mixer shall have a continuous material mixing system to provide uniform viscosity and temperature of material being applied.	_____	
2. REQUIRED SAFETY FEATURES		
A. The unit shall have a safety shut-off on the lid that automatically stops the agitator when the lid is opened.	_____	
B. This unit shall have a safety chain in place to prevent accidental discharge of material.	_____	
C. The unit shall be oil jacketed to ensure safe heating and handling of materials. Direct fire and air jacketed units are not acceptable.	_____	
D. The heat transfer oil shall adequately and efficiently bring the material to application temperature without the use of a heat transfer oil circulation pump. This eliminates the potential exposure of personnel to pressurized hot transfer oil.	_____	
E. All fluid tanks shall be located and mounted above the top of the trailer frame to prevent exposure and damage.	_____	
F. Other _____	_____	

<u>Comply</u>	<u>Does Not Comply</u>
---------------	------------------------

3. TOWING FRAME AND JACK

- | | | |
|---|-------|-------|
| A. This machine shall be trailer mounted. | _____ | _____ |
| B. The longitudinal side frames and tongue members of the trailer shall be on one continuous piece construction composed of hot rolled steel channel having the minimum dimensions of 5 inches (12.70 cm) web, 3/16 inch (.48 cm) thickness with 1.75 inch (4.5 cm) flanges. | _____ | _____ |
| C. The configuration of the channels shall be cold formed with the flanges on the outside resulting in a one-piece frame member with no cross welding of or on the flanges to avoid any possibility of flange stress cracking. | _____ | _____ |
| D. The tongue shall be equipped with an appropriate heavy pintle hitch, and shall be adjustable in height above ground level from a minimum of 14 inches (35.6 cm), to a maximum of 32 inches (81.3cm), permitting practically level towing with a wide range of towing vehicles. | _____ | _____ |
| E. The towing hitch shall be bolted to the hitch plate for easy height adjustment and/or conversion to other type hitches. | _____ | _____ |
| F. A screw-post tongue jack shall be a heavy duty type with a load capacity of 5,000 pounds (2,268 kg) and it shall be side mounted and swing away for positive road clearance while under tow. | _____ | _____ |
| G. Other _____ | _____ | _____ |

4. RUNNING GEAR

- | | | |
|--|-------|-------|
| A. The unit shall be equipped with a dual independent rubber torsional suspension having a safe load capacity of 9,900 pounds (4,491 kg), electric brakes, modular disc wheels and ST225 R75 - 15 tubeless tires (Load Range D). | _____ | _____ |
| B. This suspension eliminates springs and shackles that rust and reduce ground clearance. | _____ | _____ |
| C. The trailer shall have dual taillights, stop lights and turn signals. | _____ | _____ |
| D. Lights shall be ICC approved. | _____ | _____ |
| E. A license plate holder shall be attached to the rear of trailer as well. | _____ | _____ |
| F. The unit shall also be equipped with two safety chains not less than 48 inches (121.9cm) of .38 inch (.97 cm) coil proof chain, attached to the tongue with a drilled type clevis pin on the end attached to the frame and screw type clevis pin on the opposite end. | _____ | _____ |
| G. Total shipping weight is approximately 5,300 pounds (2404 kg). | _____ | _____ |

	<u>Comply</u>	<u>Does Not Comply</u>
H. Other _____ _____	_____	_____

5. HEATING TANK

A. The material heating tank shall be a U- shaped vessel with 17 inch (86 cm) radius by 48 inches (122 cm) long having a capacity of 200 gallons (757 L) at ambient temperature.	_____	_____
B. The tank will have a rear discharge with a minimum opening of 42 square inches, which drops material onto an 8 inch long spout.	_____	_____
C. The minimum height from the bottom of the spout to the ground shall be 19 inches to allow use of a material handler or optional material chutes.	_____	_____
D. A double boiler type jacket shall create a reservoir that shall hold a minimum of 35 gallons (132 L) of heat transfer oil at 70°F (21.1°C). (Note: at 500°F (260°C) the heating oil will expand approximately 18%)	_____	_____
E. The jacket shall wrap around 100% of the outside area of the material tank including the sides, front, back and bottom and allow for complete circulation of the heated transfer oil.	_____	_____
F. The tank and jacket shall be made of not less than 0.1875 inch (0.476 cm) hot roll steel.	_____	_____
G. There shall be one plug to allow the entire heat transfer oil system to be drained.	_____	_____
H. The heat transfer oil shall be ISO grade 68.	_____	_____
I. The heating tank shall be insulated with a minimum of 1.5 inch (3.81 cm) thick high temperature ceramic insulation and covered by a 12 gauge (0.27 cm) steel outer wrapper.	_____	_____
J. Fiberglass or rock wool insulation is unacceptable due to their moisture retention properties resulting in a significant loss of their insulating value over an eighteen-month period.	_____	_____
K. Tank shall have two (2) 1500 watt-110 volt electric overnight heaters.	_____	_____
L. Other _____ _____	_____	_____

6. EXPANSION TANK

A. A vented expansion tank for heat transfer oil shall be provided.	_____	_____
B. Other _____ _____	_____	_____

<u>Comply</u>	<u>Does Not Comply</u>
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7. HYDRAULIC SYSTEM

- | | | |
|--|-------|-------|
| A. The hydraulic system shall incorporate a hydraulic pump to power the mixer. | _____ | _____ |
| B. Mixer valve shall be solenoid operated by toggle switch located on the burner control box. | _____ | _____ |
| C. The control will allow for bi-directional operation of the mixer. | _____ | _____ |
| D. A flow control valve will be mounted by the burner control box to allow the operator to adjust the mixer operating speed. | _____ | _____ |
| E. The minimum 15 gallon (57 L) hydraulic tank will be equipped with an internal 10-micron full flow filter. | _____ | _____ |
| F. The filter shall be equipped with a restriction indicator to indicate the need for service. | _____ | _____ |
| G. Other _____
_____ | _____ | _____ |

8. INSULATION

- | | | |
|---|-------|-------|
| A. The heating tank shall be insulated with a minimum of 1-½ inch (3.81 cm) thick high temperature ceramic insulation and covered by a 12 gauge (.27 cm) steel outer wrapper. | _____ | _____ |
| B. Fiberglass or rock wool insulation is unacceptable due to their moisture retention properties resulting in a significant loss of their insulating value over an eighteen-month period. | _____ | _____ |
| C. Other _____
_____ | _____ | _____ |

9. LOADING HATCH

- | | | |
|--|-------|-------|
| A. One low profile opening for loading shall be required. | _____ | _____ |
| B. The loading height shall not exceed 61.5 inches (156 cm). | _____ | _____ |
| C. The opening shall have a minimum area of 384 square inches (2477 square cm). | _____ | _____ |
| D. One opening shall be equipped with a permanent grated internal cover plate suitable to store a material bucket to allow draining back into the material tank. | _____ | _____ |
| E. Each lid shall have a latching system to prevent accidental opening. | _____ | _____ |
| F. Other _____
_____ | _____ | _____ |

<u>Comply</u>	<u>Does Not Comply</u>
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10. HEATING SYSTEM

- | | | |
|--|-------|-------|
| A. The heat transfer oil is heated by a 370,000 BTU diesel burner at the bottom of the heat transfer oil tank. | _____ | _____ |
| B. The total area exposed to the burner shall be a minimum of 5,941 square inches (38,328 square cm). | _____ | _____ |
| C. The material tank shall have a minimum of 5,736 square inches (37,006 square cm) of contact with the heat transfer oil. | _____ | _____ |
| D. No other mechanical circulation of the heat transfer oil by a pump shall be accepted. | _____ | _____ |
| E. Other _____
_____ | _____ | _____ |

11. IGNITION OF BURNER

- | | | |
|---|-------|-------|
| A. The burner shall be lit by a constant duty high voltage transformer powering an electric spark igniter. | _____ | _____ |
| B. This igniter shall work in conjunction with a sensor that detects a lack of burn or ignition and shuts down the fuel supply. | _____ | _____ |
| C. The thermostat control is located on the curbside of the machine for operator safety. | _____ | _____ |
| D. Other _____
_____ | _____ | _____ |

12. TEMPERATURE CONTROL

- | | | |
|--|-------|-------|
| A. The mixer shall have a thermostatic control device that will automatically regulate hot oil and material temperature. | _____ | _____ |
| B. The control shall have a digital readout for temperatures of hot oil and material. | _____ | _____ |
| C. The thermostat shall control burner ignition for a material temperature range from a low of 200°F (93.3°C) up to a high of 450°F (232.2°C). | _____ | _____ |
| D. The hot oil temperature range shall be from a low of 150°F (65.5°C) up to a high of 550°F (287.7°C). | _____ | _____ |
| E. The controls shall be activated by a single power switch. | _____ | _____ |
| F. All temperature controls shall be contained in a single weatherproof control box. | _____ | _____ |
| G. Other _____
_____ | _____ | _____ |

<u>Comply</u>	<u>Does Not Comply</u>
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13. DRIVE AND DRIVE CONTROLS

- | | | |
|--|-------|-------|
| A. The motive force to the mixer shall be a hydraulic motor driven by a single hydraulic pump. | _____ | _____ |
| B. The drive control governing the rotational direction of the mixer shall be controlled by a solenoid operated hydraulic control valve. | _____ | _____ |
| C. The valve is electrically actuated by a toggle switch on the burner control panel and can be reversed as required. | _____ | _____ |
| D. A flow control valve can be used to adjust mixer rotational speed. | _____ | _____ |
| E. The hydraulic tank will be equipped with an internal 10-micron full flow filter that includes an indicator to indicate the need for service. | _____ | _____ |
| F. A sight level indicator equipped with a thermometer to measure oil temperature will be mounted on the tank and located where it is easily viewed. | _____ | _____ |
| G. Other _____ | _____ | _____ |

14. AGITATION

- | | | |
|---|-------|-------|
| A. The material shall be mixed by a hydraulically driven, full sweep horizontal mixer shaft with four opposing V- shaped paddles. | _____ | _____ |
| B. This feature ensures that material remains in complete suspension. | _____ | _____ |
| C. The mixer shaft shall be coupled from a 6 to 1 gearbox reducer to the hydraulic motor capable of 400 ft. lbs. of torque. | _____ | _____ |
| D. The mixer rotates in both directions. | _____ | _____ |
| E. For additional safety the mixer will shut off automatically when the loading hatch is opened. | _____ | _____ |
| F. Other _____ | _____ | _____ |

15. ENGINE

- | | | |
|---|-------|-------|
| A. The unit shall be equipped with a diesel engine complying with the following specifications:
Electric Start
Three cyl. 19hp (14.2 kw) @ 3000 RPM, Tier 4 Final Emissions
Full Flow Oil Filter
Water cooled | _____ | _____ |
| B. The melter shall have a 26 gallon (98.4 L) diesel fuel tank for operation of the entire unit. | _____ | _____ |
| C. Other _____ | _____ | _____ |

Comply Does Not
Comply

16. TOOL HEATING BOX AND TOOLS

- A. The tool heating box shall be 26 inches (66 cm) in height, 14 inches (35.5 cm) in width, and 18 inches (46.4 cm) long.
- B. The tool heating box shall be constructed of not less than 0.105 (0.267 cm) HRS outer skin, be insulated with a minimum of 1 inch (2.5 cm) thick high temperature ceramic insulation and have 0.06 (.15 cm) stainless steel inner liner.
- C. Fiberglass or rock wool insulation is unacceptable due to their moisture retention properties resulting in a significant loss of their insulating value over an eighteen-month period.
- D. The diesel burner shall be bolted to the side of a combustion chamber and the tool heating box is welded to the top of this chamber.
- E. The burner shall have a minimum of 82,000 BTU supplied by a 12Vdc burner.
- F. The burner shall be controlled by an "On" – "Off" switch located at the rear of the machine.
- G. Tools included shall be: Two (2) each ironing wands, One (1) each chute scraper, One (1) each tank scraper, Two (2) each metal coal buckets.
- H. Other _____

17. PAINT

- A. All painted surfaces shall be coated with two-part epoxy primer and two-part urethane paint applied by trained painters.
- B. Other _____

18. MISCELLANEOUS

- A. There shall be a gate valve at the rear of the machine.
- B. Other _____

Comply Does Not Comply

19. TRAINING

- A. An authorized, factory-trained representative will be made available for a full day of training at a facility designated by the bidding agency. _____
- B. At this training session a complete operational, mechanical and safety overview will occur. _____
- C. Both safety and operational manuals will be viewed and discussed with all concerned personnel. _____
- D. Additionally, the representative will be available at that time for "on the job" safety and field training. _____
- E. Other _____

20. SAFETY AND TRAINING MANUALS

- A. A written Safety Manual will be provided to the bidding agency. _____

21. PARTS

- A. Bidders must show proof that a large stock of parts for the model of equipment upon which he is bidding is maintained at his facility. _____

22. AWARD

- A. Equipment is for use by the Highway Department and must meet the requirements of that agency as interpreted by the Highway Commissioner. _____
- B. Prior to award the Purchasing Agency may require a visit to the supplier's facility to assure supplier has plant capacity to manufacturer and deliver equipment on time as required. _____
- C. If it is determined that the supplier cannot supply as requested, this is just cause for cancellation. _____

23. WARRANTY

- A. The manufacturer shall warranty the equipment for one year or as otherwise noted in the manufacturer's standard warranty policy. _____

24. QUALIFICATIONS OF BIDDERS

- A. No bid will be considered unless the bidder can meet the following conditions: _____
- B. Bidder must have a parts/service location and keeps a sufficient stock of parts on hand at all times. _____
- C. The equipment offered is a stock model chassis that meets the requirements of the specifications without material changes or modifications. _____

	<u>Comply</u>	<u>Does Not Comply</u>
D. The model is regularly advertised and sold by the manufacturer.	_____	_____
E. The bidder has been engaged in the sale and support of this make and model of equipment for at least twenty-four months.	_____	_____

OPTIONS (X if to be included):

- _____ Removable Material Chute
The material chute shall be minimum 37 inches (93.98 cm) in length by 8 inches (20.3 cm) in width by 4 inches (10.2) in depth with a steel thickness of 0.1345 inches (0.34 cm). To aid in placement of material from machine directly into repair area.
- _____ Propane Torch and Bottle
30 lb. bottle with regulator, 500,000 BTU propane hand torch with 20 foot (6.1 meter) hose.
- _____ Heated (heat transfer oil) Removable Material Chute
The heat transfer oil heated material chute shall be minimum 37 inches (93.98 cm) in length by 8 inches (20.3 cm) in width by 4 inches (10.2) in depth with a steel thickness of 0.1345 inches (0.34 cm). A hydraulic driven 1.5 GPM heat transfer oil pump will circulate the oil from the heat transfer oil tank into the heated chute and back into the heat transfer oil tank. The heated chute shall pivot under the material drain and be easily removable. The heat transfer oil lines going to the chute shall have swivels and be insulated to protect the machine operators from burns. There shall be shut off valves on the heat transfer oil lines between the chute and the tank.
- _____ Hot Mastic Applicator
For handling and distributing of PolyPatch material from the Patcher to the repair area. Propane heated with material side discharge gate.
- _____ Shoe Boxes (various sizes):

_____ Deep Small 8 X 8 X 6	_____ Shallow Small 8 X 8 X 3
_____ Deep Medium 8 X 10 X 6	_____ Shallow Medium 8 X 10 X 3
_____ Deep Large 8 X 12 X 6	_____ Shallow Large 8 X 12 X 3
_____ Deep X Large 8 X 14 X 6	_____ Shallow X Large 8 X 14 X 3
- _____ Center Drag Boxes (Non-heated or Heated Material Chute is required for use)

_____ 10" Wide	_____ 3' Wide
_____ 24" Wide	_____ 4' Wide
- _____ 2 ½ Inch Pintle Hitch
- _____ 3 Inch Pintle Hitch
- _____ Hot Air Lance
- _____ Extra Hydraulic Filter
- _____ Fire Extinguisher mounted on the Trailer
- _____ Tool Box
- _____ Custom Paint
- _____ Engine Cover
- _____ Surge Brakes
- _____ Mast Mounted Strobe Light, Class II.
- _____ Mast Mounted Strobe Light, Class I/CA Title 13
- _____ Rear Work Light
- _____ Hitch Extension, 28"
- _____ Hitch Extension, 39"

APPROVED EQUAL

The approved make and model for this specification is a Crafcro Patcher II. Bidders offering to supply other than the approved make and model must supply a detailed description of the equipment being offered. Bidders offering to supply equipment other than the approved make and model shall also supply a list of references of who have successfully heated, mixed and applied Crafcro TechCrete, Mastic One, Matrix 501 and PolyPatch through the equipment being offered. For purposes of comparison a separate list of all deviations to this specification must be attached to your bid document.

Prior to bid award an on-site demonstration of the equipment offered may be requested. All bidders offering other than the approved model listed will be required to provide an on-site demonstration to verify that their unit complies with all specification requirements before their bid will be considered.

Failure to carry out the provisions noted herein is deemed sufficient reason to reject the bidder's proposal.



State of Oklahoma
DEPARTMENT OF TRANSPORTATION **Responding Bidder Information**
PROCUREMENT DIVISION

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

1. **RE: Solicitation #** 3450004915/20-6-0056

2. **Bidder General Information:**

FEI / SSN : _____ VEN ID: _____
 Company Name: _____

3. **Bidder Contact Information:**

Address: _____
 City: _____ State: _____ Zip Code: _____
 Contact Name: _____
 Contact Title: _____
 Phone #: _____ FAX#: _____
 Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit²** (type "X" at one below):

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State** (type "X" at one below):

- YES - Filing Number: _____
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act (type "X" at one below):

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)³

Authorized Signature	Date
Printed Name	Title

² For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/fagbussales.html>
³ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/fags.html#fc221>



**State of Oklahoma
DEPARTMENT OF TRANSPORTATION
PROCUREMENT 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 #: 3450004915/20-6-0056

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 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

A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency 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.
- 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 procuring agency 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 procuring agency.
- A.3.3. It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency 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 procuring agency 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 PROCUREMENT DIVISION located at 200 NE 21ST
OKC, OK 73105 at the time and date specified in the solicitation as the 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 procuring agency 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 procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
 - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.2. Solicitation, as amended (if applicable); and
 - A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

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

Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:1115-7-32.

A.14. Award of Contract

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

A.15. Contract Modification

- A.15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency 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 procuring agency.

A.17. Invoicing and Payment

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

A.18. Tax Exemption

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

A.19. Audit and Records Clause

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. Non-Appropriation Clause

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

A.21. Choice of Law

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

A.22. Choice of Venue

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

A.23. Termination for Cause

- A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. 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 procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

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

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

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

A.28. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.