



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

Solicitation

1. Solicitation #: SW605

2. Solicitation Issue Date: 10/28/2014

3. Brief Description of Requirement:

Statewide Contract for Liquid and Granular ice melting products. All questions are to be emailed only and are due by 5:00 pm on 11/06/2014. Joyce.Leivas@omes.ok.gov

4. Response Due Date<sup>1</sup>: 11/18/2014

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

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

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

6. Solicitation Type (check one below):

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

7. Requesting Agency: OMES, Central Purchasing on behalf of all government entities.

8. Contracting Officer:

Name: Joyce Leivas  
Phone: (405) 521-2479  
Email: Joyce.Leivas@omes.ok.gov

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")  
OMES-FORM-CP-070 (02/2013)



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

Responding Bidder Information

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

1. **RE: Solicitation #** SW605

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). Please provide your Certificate of Good Standing if available.

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

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – include a certificate of insurance with the bid

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

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



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

Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: SW605

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 seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

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

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

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

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

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

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

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

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

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

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

## **A.25. Insurance**

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

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

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

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

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) 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. Type of Contract**

- B.1.1.** This will be a mandatory statewide contract that is available to all state agencies. Other government entities may avail themselves of this contract.
- B.1.2.** 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 procurements to establish contracts for the same or similar products for any agency's specific needs.
- B.1.3.** The State of Oklahoma shall not guarantee any minimum or maximum amount under this contract, also known as an indefinite quantity contract.
- B.1.4.** This contract may be awarded to multiple vendors.

### **B.2. Contract Period**

This Contract is for Date of Award through one year with the option to renew for up to three (3) additional one year periods.

### **B.3. Extension of Contract**

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

### **B.4. Authorized Users**

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

### **B.5. Gratuities**

The right of the successful vendor to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful vendor, 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.6. Travel**

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

### **B.7. Energy Conservation**

Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings such as brochures, specifications, and descriptions of equipment that indicate environmentally friendly construction/usage..

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

The RFP is subject to the provisions of the Oklahoma Statutes. All Suppliers must disclose the name of any officer, director or agent 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, either directly or indirectly, an interest of five percent (5%) or more in the supplier firm or any of its branches.

### **B.9. 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 or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

### **B.10. Property loss**

The Supplier shall reimburse the government entity for such property loss or damage caused by supplier, its employees or for anyone whose acts the supplier may be liable for.

### **B.11. Contract Management Fee**

- B.11.1.** As provided by State Statute 85.33A, the Department of Central Services will assess a Contract Management Fee of 1% of total contract sales to all government entities. Awarded Supplier(s) shall remit payment of the fee on a quarterly basis in conjunction with the quarterly sales report. The fee amount is not to be invoiced to any contract users, either as an item on a sales invoice or by any other means. Delinquency in payment may be considered cause for contract termination.

- B.11.2.** Supplier shall make payment by company check to DCS-Central Purchasing Division within 30 days of the completion of the quarterly reporting period. To ensure the payment is credited properly, the Supplier must identify the check as "Contract Management Fee" and include the following information with payment: SW605 De-Icer, Liquid and Granular. The Contract Management Fee shall be mailed to:

**Agency Business Services  
Division of OMES  
3812 N Santa Fe Ave Ste 290  
Oklahoma City OK 73118-8500  
Attention: Joyce Leivas**

**B.12. Contract Usage Reporting Requirements**

- B.12.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, and Municipalities.
- B.12.2.** Reports shall be submitted quarterly regardless of quantity. A standardized form has been developed for Supplier use.
- B.12.3.** If there are no sales reported by the vendor during the contract term, or if the vendor fails to report sales that have been discovered through state purchasing reports, the State reserves the right to terminate the contract.

**Usage reports shall be delivered to Agency Business Services  
Division of OMES**

**3812 N Santa Fe Ave Ste 290  
Oklahoma City OK 73118-8500**

**Attn: Contracting Officer, and electronically by email to the Contracting Officer within 30 days of completion of each quarterly reporting period.**

- B.12.3.1.** 1<sup>st</sup> Quarter: January 1 through March 31
- B.12.3.2.** 2<sup>nd</sup> Quarter: April 1 through June 30
- B.12.3.3.** 3<sup>rd</sup> Quarter: July 1 through September 30
- B.12.3.4.** 4<sup>th</sup> Quarter: October 1 through December 31

**B.12.4. Insurance**

- B.12.5.** Prior to the commencement of this contract, the supplier shall obtain and keep in full force and effect until the termination of this contract, insurance coverage with an insurance company licensed and qualified under the laws of Oklahoma.
- B.12.6.** The supplier shall maintain insurance coverage in an amount not less than \$500,000 at all times during the entire term of this contract. The following types of risks shall be covered in the supplier's policy:
- B.12.6.1.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover supplier's employees as required by the State of Oklahoma.
- B.12.6.2.** Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
- B.12.6.3.** Commercial Automobile Insurance, hired and non-owned.
- B.12.6.4.** Garage keepers Liability Insurance.
- B.12.6.5.** Commercial Property Coverage.

**B.13. Emergency Purchases**

In the event that a disaster emergency is declared by Executive Order or that the Oklahoma Department of Transportation determines that an emergency exists requiring the prompt and immediate delivery of products or services, the State reserves the right to obtain such products or services from any source, including but not limited to this contract, as the State determines will meet the needs of such emergency. Contractor shall not be entitled to any

claim or lost profits for products or services procured from other sources pursuant to this paragraph.

#### **B.14. Product Prices**

- B.14.1.** All prices listed are firm for the initial first year of the Contract. Thereafter product price increases may be allowed at the renewal of each contract period with the approval of the Central Purchasing Office. The price includes the cost of the product specified and all associated delivery costs. Documentation of price increases shall accompany renewal request responses.
- B.14.2.** Prices can be reduced at any time during the term of the contract.
- B.14.3.** At no time should the ordering entity pay more than the Contract price.

#### **B.15. Fuel Price Adjustment**

All prices offered herein are guaranteed against increase for the initial Contract period except increases which are based upon transportation rate increases. It is mutually understood and agreed that transportation rates or charges include charges for transportation by barge and/or rail and/or truck. Any increase or decrease in these transportation rates or charges occurring after the date of the contract award incurred by the awarded Vendor shall be applied provided that no change in the unit price for the product will be made.

- B.15.1.** Fuel Price adjustments will be made for deliveries during the contract period. Deliveries made after the contract award date will use the fuel price adjustment in effect for the day the contract award is made.
- B.15.2.** Additional amount may be added to contract pricing based on prices posted in the "EIA Retail On-Highway Diesel Prices". The Midwest Region shall be the designated posting for the adjustments. (If this source becomes unavailable, unworkable, unsuitable, then another source may be selected by Central Purchasing). <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp>.
- B.15.3.** Central Purchasing will compute additional amount based on the difference between the "base" rate in effect on the date of the contract award and the price of diesel fuel as reported for the Midwest Region by the US Department of Energy's weekly "EIA Retail On-Highway Diesel Prices" on each Monday. If there is no posting on Monday, the next day's published posting will be used for the adjustment.
- B.15.4.** The base rate used for calculating adjustments shall be the rate shown in the referenced EIA on the date of the contract award. Adjustments will be permitted weekly. Adjustments will be rounded to two decimal places to the nearest cent.
- B.15.5.** If the published rate goes below the published rate in effect on the date of the contract award, there shall be no deduction, no price reduction.
- B.15.6.** Example:  
Published rate on date of contract award: \$4.869  
A date past the award date posting: \$4.910  
 $\$4.91 - \$4.87 = \$0.04$  = Additional amount allowed to be added to price per ton.
- B.15.7.** The price adjustments will be calculated using the current week's posting for the following week.
- B.15.8.** Should postings differ from current description and/or format, a posting determined by Central Purchasing to be most reflective of market conditions will be used. Corrections to posted prices will be considered only when caused by a typographical or clerical error on the part of said posting.
- B.15.9.** The following shall apply to all additional price amounts under any contract awarded:
  - B.15.9.1.** Price adjustments are limited to changes in the "EIA Retail On-Highway Diesel Prices" as noted above. Increases in contract costs or prices to compensate for other increases in the cost of doing business, regardless of the cause or nature of such costs of the contractor, will not be allowed during the contract period, except as indicated under the fuel price adjustment and price escalation clause herein.
- B.15.10.** Should the price structure utilized by the parties become unworkable for the State, or result in prices which are not reflective of current market conditions and the price is deemed unreasonable or excessive by Central Purchasing, and no adjustment in price is mutually agreeable, Central Purchasing reserves the sole right to, upon 30 days written notice, to terminate any contract resulting

from this solicitation. If the vendor is unable or unwilling to meet the requirements of the contract, whether in whole or in part, they shall immediately notify Central Purchasing in order that appropriate action can be taken. Such notification shall be in writing and shall be directed to Central Purchasing. Such notification shall not relieve the vendor of responsibilities under the contract during the 30 day period.

- B.15.11.** In the event of an extension, the base rate for calculating adjustments will be the rate shown in the referenced EIA one year after the contract award date and for subsequent years additional extensions would follow this format. If the date is not a business date when the posting occurs, the next business day will be the date used for the adjustment.

## **B.16. PAYMENT TO SUBCONTRACTORS**

Payments to subcontractors shall not be made by the State. The awarded vendor shall be responsible for any payments to subcontractors.

## **B.17. PAYMENT**

- B.17.1.** The Vendor will be required to submit invoices that have single line billing, the combined cost of the product and the cost for delivery. In no event, including a change in transportation charges, will the total price submitted on an invoice for payment exceed the price offered by the Vendor. Delay in paying an invoice due to pricing errors by the Vendor will not require an agency to pay an interest charge for late payments.
- B.17.2.** Any credits or debits for fuel surcharges, late deliveries, etc., must be detailed and clearly shown on the invoice as a credit or debit, whichever is applicable, as a separate line item.
- B.17.3.** To ensure prompt payment, the invoice shall include the following information:
- B.17.3.1.** Purchase order number if applicable.
  - B.17.3.2.** Name of government entity.
  - B.17.3.3.** Description of supplies provided.
  - B.17.3.4.** Name of company who provided the products/services.
  - B.17.3.5.** Payment remittance address.
- B.17.4.** Payment made by government agencies will be made by the procurement card that is issued by the State or Purchase Orders. Other entities may use Purchase Orders or Procurement cards.
- B.17.5.** Each Vendor who is awarded a contract as a result of this Solicitation shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide a service from a point other than the address listed on the solicitation documents, they will furnish a list of these locations as part of their response.
- B.17.6.** Prompt payment discounts will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.
- B.17.7.** Late payments made by Government entities who sell to State Agencies are addressed in the Prompt Payment Rules published by the Oklahoma Office of State Finance, derived from Titles 62, Section 41.4a and 4b and 74, Section 840.14. The new interest rates are published on the Office of State Finance website.

## **C. SOLICITATION SPECIFICATIONS**

- C.1.** The purpose of the Contract is for the State to purchase liquid and granular deicer products on an as-needed basis. Vendors are to provide their specifications for the products offered.
- C.2.** The Oklahoma Department of Transportation has provided a specification for a product they use but all offers are to be considered. The Oklahoma ODOT will request samples if necessary before any award is made.
- C.3.** This contract may be awarded to multiple vendors.
- C.4.** The contract is for delivery anywhere within the state of Oklahoma.
- C.5. Delivery**
- C.5.1.** All deliveries must be FOB Destination

- C.5.2.** The Vendor must use a carrier that meets all federal and State laws as required by the appropriate transportation authority.
- C.5.3.** All orders are to be delivered within 15 calendar days after receipt of the order by the vendor.
- C.5.4.** Delivery shall be made through properly calibrated metered pumps for liquids or certified scales for solids.
- C.5.5.** Vendor shall be responsible for all necessary equipment to transfer the material to existing storage facilities or locations specified by requesting entities.
- C.5.6.** For the purpose of determining day one of an order, the following day after the day the order is made will be considered as the first working day of that order.

Day Order Received	First Working Day
Monday	Tuesday
Tuesday	Wednesday
Wednesday	Thursday
Thursday	Friday
Friday	Monday

#### **C.6. MATERIAL DOCUMENTATION**

- C.6.1.** A current, clearly legible Material Safety Data Sheet (MSDS).
- C.6.2.** Documentation of the percentage of concentration of Magnesium Chloride.
- C.6.3.** An application rate table that clearly states the vendor's recommended rate for the various conditions of use at the place of delivery.
- C.6.4.** Information on how low temperatures will affect the storage of the material.
- C.6.5.** Clear instructions on proper storage.

#### **C.7. PACKAGING AND LABELING**

- C.7.1.** Packaging shall permit safe dispensing under a variety of storage and weather conditions.
- C.7.2.** A bill of lading shall accompany each shipment with the following information included:
  - C.7.2.1.** Name of product
  - C.7.2.2.** Supplier and manufacturer of product
  - C.7.2.3.** Destination of product
  - C.7.2.4.** Unit of measurement and number of units being delivered
  - C.7.2.5.** Total weight of delivery (certified scale ticket)
  - C.7.2.6.** Lot number of products being delivered.
  - C.7.2.7.** Shipper information including name of shipping company, tank, trailer, or rail car number, point and date of origin.

#### **C.8. RANDOM SAMPLING AND LABELING**

- C.8.1.** Samples of the Magnesium Chloride will be requested by the Engineers.
- C.8.2.** Samples may be taken at the point of manufacture, from intermediate storage, from the truck at delivery, or from the Department's receiving tank, if it was empty before delivery.
- C.8.1.** If a sample fails to comply with the requirements stated herein, all deliveries shall cease until such time as the State of Oklahoma determines that the required specifications are being met and that adequate quality control has been re-established.

#### **D. EVALUATION**

- D.1.** The State reserves the right to negotiate with one or more Contractors. The Department of Central Services may negotiate any and all content of the proposal.

- D.2.** Cost
- D.3.** Acceptability of the product offered.
- D.4.** Lowest and Best

## **E. INSTRUCTIONS TO SUPPLIER**

- E.1.** Please carefully read all the Sections of this solicitation as submitting your response indicates your understanding of what is requested and acceptance of all terms and conditions.
- E.2.** Section "A" is standard terms for all Central Purchasing Contracts
- E.3.** Section "B" contains terms and conditions specific to this contract.
- E.4.** Section "C" refers to the specifications for the products requested.
- E.5.** Section "H" Price and Cost. There are attachments for pricing. If you have questions, you must submit them by the date and time noted on the first page of the solicitation documents.

## **F. CHECKLIST**

- F.1.** Initial all corrections you make
- F.2.** Include Copy of Workman's Comp Insurance Policy
- F.3.** Include Copy of Certificate of Good Standing (If required to be registered with the **Secretary of State of Oklahoma**) if available.

## **G. OTHER**

The complete solicitation package consists of:

- This document
- Pricing pages

## **H. PRICE AND COST**

See Pricing Pages posted along with solicitation.

## Anti-Icer (Chloride Based)

### Material Requirements

#### 1. General Requirements

The chloride-based anti-icer with corrosion-inhibiting material must be active at an ambient temperature of -15°C (5°F) or lower. If active at this temperature, the de-icer/anti-icer will melt ice on roadways and bridges. The solid chloride based product must be in a free-flowing, usable condition when received. Unless otherwise noted, the Department will allow appropriate industry-accepted methods of wet titration and instrumental testing.

#### 2. Chemical Requirements

**Table 1**  
**Chemical Requirements**

Property	Requirement
Magnesium chloride concentration for liquid products	26 to 30%
Solid chloride-based product (mixture of calcium, magnesium, potassium, and sodium chloride), total % of the salts	92%
Total phosphates, "Standard Methods for the Examination of Water and Waste Water," APHA-AWWA-WPCF	2500 ppm maximum
Cyanide	0.20 ppm maximum
Chromium	0.5 ppm maximum
Cadmium	0.15 ppm maximum
Sulfate	0.7 maximum

#### 3. Physical Requirements

**Table 2**  
**Physical Requirements**

Property	Requirement
pH, ASTM E 70-90 <sup>1</sup>	6-9
Specific Gravity	1.24-1.28 (Liquids)
Particle size, ASTM C 136 <sup>2</sup> , (% by weight) retained on sieve size <ul style="list-style-type: none"><li>0.75 in. (19 mm)</li><li>0.25 in. (6.3 mm)</li><li>No. 8 (2.36 mm)</li></ul>	<ul style="list-style-type: none"><li>0</li><li>30 maximum</li><li>70 maximum</li></ul>
Corrosive Property, Tex-624-J	70% less corrosive than NaCl
Frictional Analysis, per PNS specification	0.3 minimum
Settleable Solids and Solidification, Tex-625-J	1% maximum

1. Except a dilution must be made of one part de-icer to four parts distilled/de-ionized water before reading

2. Sample must not be moistened, as directed ASTM C 136, Section 4.1

SW605 Liquid and Granular De-Icer Products Pricing Page

Note to Vendor: Please price all products as price per unit of measure.						
<b>Type of De-Icer</b>	<b>Unit of Measure</b>	<b>Price bid per unit of measure</b>	<b>Brand</b>	<b>Product Number</b>	<b>Minimum Order?</b>	<b>How much?</b>
Granular De-icer	Pound					
Granular De-icer	Ton					
Liquid De-Icer	Gallon					
Delivery shall be Freight On Board to the ordering party's location						
Shipping costs shall be prepaid and added to the invoice as a separate line item						