



1. Solicitation #:SW762

2. Solicitation Issue Date:07/14/2014

3. Brief Description of Requirement:

SW10762 Safety Barrier Barrels Replacement Parts

The Department of Transportation is the primary user of this contract, however all government entities within the State of Oklahoma will be able to use the contract resulting from this solicitation.

All questions must be submitted through email to [Joyce.Leivas@omes.ok.gov](mailto:Joyce.Leivas@omes.ok.gov) Any Amendments will be posted to the website if the questions cause the solicitation requirements to change. All questions must be sent by email by Monday, July 20, 2015.

Please disregard the previous solicitation documents posted on our website. There is no sand requested and no maintenance or service requirements of this contract, just the parts that make up the sand barrels.

4. Response Due Date<sup>1</sup>:07/28/2015

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  
 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](mailto: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)



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

1. RE: Solicitation # SW762

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/faqbus-sales.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 #: SW762

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

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

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

\_\_\_\_\_  
Certified This Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

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## **A. GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

By submitting a response to this solicitation:

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

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

**A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

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

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

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

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

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

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

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

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

## **A.10. Pricing**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **A.25. Insurance**

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

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

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

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

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

## **A.28. Compliance with Applicable Laws**

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

## **A.29. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A Request for Proposal is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose with their response the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies. Further, all suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of it's branches.

### **B.11. Patents and Royalties**

The supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

### **B.12. Energy conservation**

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

**B.13. Ordering**

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

**B.14. Inventory**

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

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

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

**B.15.2.** In case of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

**B.16. State Purchase Card**

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

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

**B.17. Discounts**

Discounts for prompt payment will not be considered in the evaluation of proposals. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

**B.18. Contract Management Fee**

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

The Contract management Fee shall be noted on the quarterly Contract Usage Report and paid by the Vendor to the Central Purchasing Division within 30 days from the completion of the quarterly reporting period. To ensure the payment is credited properly, the Contractor must identify the check as "Contract Management Fee" and include SW10762 Safety Barrier Barrels and reporting period covered with the payment.

The Contract Management Fee is not to be considered an add-on fee to the agency, but is to be included within the cost and discount percentage provided with the response to this solicitation. Failure to remit the fee quarterly shall result in cancelation of the contract. The contract Management Fee is non-refundable when an item is rejected, returned, or declined due to the Contractor's failure to perform or comply with specifications or requirements of the agreement. The Contract Management Fee shall be sent to the attention of the Contracting Officer identified in this solicitation to:

Department of Central Services

P O BOX 528803

Oklahoma City OK 73152-8803

Attention: Joyce Leivas

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

**B.19.1.** Reports shall be submitted quarterly regardless of quantity. The usage report shall contain Date of order, Ordering Party Name, Location, Quantity purchased, Price and extended total of order.

**B.19.2.** Usage Reports shall be delivered by email to the contracting officer within 30 calendar days upon completion of the quarterly reporting period cited below.

**B.19.3.** Contract quarterly reporting periods shall be:

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

**B.19.4.** Failure to provide usage reports shall result in cancellation or suspension of contract.

## C. SOLICITATION SPECIFICATIONS

### C.1. Source of Specifications

ODOT (Oklahoma Department of Transportation) 2009 Standard Specifications for Highway Construction. Section 870.01-870.05 Sand Filled Impact attenuation modules.

### C.2. Scope

A module as used in these Specifications is defined as one free standing, frangible unit within the impact attenuation system.

### C.3. Module, General

- C.3.1. Sand filled impact attenuation modules shall meet the current test requirements, procedures and results as prescribed in the latest "National Cooperative Highway Research Program" (NCHRP) Report 350, Test Level III approved by the Federal Highway Administration (FHWA)
- C.3.2. Each module shall consist of three basic components consisting of an outer container, an inner container system, and a lid. The module shall be made of high density thermoplastic materials as specified herein, designated and constructed to shatter under impact.
- C.3.3. The module shall be designed to support a sand mass of 200, 400, 700, 1400, and 2100 pounds (90, 180, 320, 640, and 960 kg) as specified at a height to insure that the center of gravity of each module is at the proper elevation to control the attitude of impacting vehicles so as to prevent ramping.
- C.3.4. Each module shall be specifically designed for proper distribution of the specified sand mass without spontaneous rupture of the outer container or collapse of the inner core.
- C.3.5. The outer container shall be yellow colored, conforming to the standard highway color code requirement of the Manual on Uniform Traffic Control Devices for Streets and Highways.

### C.4. Module Types

- C.4.1. Type A Module – Seamed Outer Container. The outer container shall consist of two identical cylinder halves made of high density polypropylene with an ultraviolet stabilizer that is durable and weatherproof, each half having shear carrying tongue and groove joints and assembled into one cylinder. The assembled outer container shall be cylindrical in shape 35 inches to 37 inches (885 to 945 mm) in diameter by 36 inches to 38 ¼ inches (910 to 975 mm) high and shall have a wall thickness of 7/32 and 9/32 inch (5 to 7 mm).
- C.4.2. Type A Module-Inner Container. The inner container support system shall consist of an inner core, disc and seal. The inner core shall be of one piece design of molded expanded polystyrene. The disc shall be a die cut piece of plastic sheeting at least 100 mils (2.5 mm) thick. The seal shall be a die cut piece of plastic sheeting of surlyn ionomer, or equivalent, at least 35 mils (0.10 mm) thick. The inner core, disc and seal system shall be designed to prevent leakage of the sand mass contained therein.
- C.4.3. Type A Module-Lid. The lid shall clamp or snap fit over the top of the outer container and securely seal the module. The lid shall be of molded plastic with an ultraviolet stabilizer, producing a finished part satisfying durability and shape retention characteristics and having a thickness of 9/32 to 11/32 (7 to 9 mm).
- C.4.4. Type B Module – Seamless Outer Container. The outer container shall be of high density polyethylene material with ultraviolet stabilizer that is durable and weatherproof, manufactured in one piece with an integral bottom. The outer container shall be cylindrical in shape 35 inches (885 to 945 mm) in diameter and may taper to not less than 30 ½ inches (700 mm) at the bottom. The wall thickness shall be 3/16 to 5/16 inch (5 to 8 mm). The container shall be 35 ¾ to 45 ¼ inch (915 to 1150 mm) in height.
- C.4.5. Type B Module – Inner Container. The inner container support system shall consist of an inner core manufactured of molded polyethylene material. The inner core shall be designed to prevent leakage of the sand mass contained therein. The inner container support system will not be required for the 2100 pounds (960 kg) module or the 1400 pound (640 kg) module when the outer container is specifically designed for proper distribution of the sand mass.
- C.4.6. Type B Module-Lid. The lid shall be manufactured from a polyethylene material. The lid shall clamp or pressfit over the outer container and securely seal the module. The lid shall be 1/8 inch to 3/8 inch (3 to 9 mm) thick.

### C.5. Certification

Type D Manufacturer prepared certification stating that the material meets the contract requirements, specifically according to the acceptance guidelines of the National cooperative Highway Research Program (NCHRP) Report 350, test level III.

## D. EVALUATION

### D.1. Evaluation Criteria

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

D.1.1. Cost

D.1.2. Acceptance of P-card

### D.2. Product Acceptability

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

### D.3. Negotiation

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

## E. INSTRUCTIONS TO SUPPLIER

### E.1. Brand Name

Brand name, manufacturer number and respondent's part number must be completed on each line item. If you have received an FHWA Acceptance Letter CC-97 for your product, please submit it with your solicitation documents.

### E.2. Product Availability

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

## F. CHECKLIST

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

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

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

Did you include any brochures or specifications for your product? (A.11) (H.1)

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

Have you submitted your documentation concerning the requirements stated in C.3.1, specifically Type D certification?

If you have an FHWA acceptance letter CC-97, have you included it? (E.1)

## G. OTHER

### G.1. Delivery

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

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

## H. PRICE AND COST

H.1. Complete the pricing matrix that is posted with this solicitation on the Central Purchasing website. All pricing must be completed in the Excel file and submitted on a cd or dvd, in electronic format. Please submit your specifications for your product including recommended installation procedures, specifications, transport instructions and recommended arrays. **Failure to submit brochures and descriptive specifications may cause your response to be considered non-responsive.**

### H.2. Price Increase

H.2.1. Price increases may be permitted with the approval of the State Purchasing Director. Pricing shall be held firm for the first 12 months of the contract. After the first 12 months, suppliers may submit a request for a price increase to the Contracting Officer.

H.2.2. Any future requests for price increase must be based on the increased cost of materials used to produce the products requested. Price decreases are expected to be passed on to the State as supplier(s) receives them from the manufacturer. Supplier(s) are to notify the Contracting Officer in writing information regarding price decreases, including a list of all line items with their new prices. The State will have 30 days to implement any requests for price decrease.