



State of Oklahoma  
Agency Name  
Agency Division/Dept Name

Solicitation Cover  
Page

1. Solicitation #: SW750A

2. Solicitation Issue Date: 03/03/2017

3. Brief Description of Requirement:

Guardrails, Parts, and Hardware

Suppliers please see the Oklahoma Department of Transportation approved products list for the Brands that will be accepted on this solicitation. The products are listed under C. Solicitation Specifications within the solicitation document. Only responses for approved brands will be accepted.

Any questions are to be emailed to [Joyce.Leivas@omes.ok.gov](mailto:Joyce.Leivas@omes.ok.gov) and are due by 5 pm 03/10/2017.

4. Response Due Date<sup>1</sup>: 03/29/2017

Time: 3:00 pm CST/CDT

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

U.S. Postal Delivery Address:

Office of Management and  
Enterprise Services, Central  
Purchasing Division

5005 N Lincoln Blvd., Ste  
300 Oklahoma City Ok  
73105

Electronic Submission Address:

n/a

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

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

7. 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 GENERAL PROVISIONS, section 3, "Solicitation Amendments")

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



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

1. **RE: Solicitation #** SW750A

2. **Bidder General Information:**

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

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

3. **Bidder Contact Information:**

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

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

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

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

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

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

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

☐ YES – Permit #: \_\_\_\_\_

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

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: \_\_\_\_\_

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

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

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

☐ YES – Include 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>2</sup>

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



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

Agency Name: Office of Management And Enterprise Services, Central  
Purchasing Division

Agency Number: 090

Solicitation or Purchase Order #: SW750A

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

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email

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

**TABLE OF CONTENTS**

A     GENERAL PROVISIONS.....4-8

B.     SPECIAL PROVISIONS .....10

C.     SOLICITATION SPECIFICATIONS .....12

D.     EVALUATION.....15

E.     INSTRUCTIONS TO BIDDER .....15

F.     CHECKLIST .....15

G.     OTHER .....16

H.     PRICE AND COST .....16

## **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. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

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

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

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

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central

Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

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

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

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

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

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

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they

consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

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

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

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

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
  - A.9.2.1. Any Addendum to the Contract;
  - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.3. Solicitation, as amended (if applicable); and
  - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

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

#### **A.11. Manufacturers' Name and Approved 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 Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review

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

### **A.13 Negotiations**

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

### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

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

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.



#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

#### **A.18. Invoicing and Payment**

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

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

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

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

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.21. Non-Appropriation Clause**

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

#### **A.22. Choice of Law**

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

#### **A.23. Choice of Venue**

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

#### **A.24. Termination for Cause**

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

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

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.26. Insurance**

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

#### **A.27. Employment Relationship**

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

#### **A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S.

§1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.29. Compliance with Applicable Laws**

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

#### **A.30. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

### **B.1. Contract 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 180 days if mutually agreed upon in writing by both parties.

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

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

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

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

### **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 will be required to submit invoices that have single line billing – the combined cost of the product and the cost for delivery. As quoted in the vendor's response unless an adjustment is made for an increase or decrease in the diesel fuel rate 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 Supplier. 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.15.2.** 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.15.3.** To ensure prompt payment, the invoice shall include the following information:
- B.15.3.1.** Purchase order number if applicable.
  - B.15.3.2.** Name of government entity.
  - B.15.3.3.** Description of supplies provided.
  - B.15.3.4.** Name of company who provided the products/services.
  - B.15.3.5.** Payment remittance address.
- B.15.4.** 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. Payment**

The State of Oklahoma has issued P-Cards to most state agencies as a method of payment. Purchase Orders are also one of the methods of payment used by government entities. Payment is net 45.

#### **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**

- B.18.1.** As provided by State Statute 85.33A, the Office of Management and Enterprise Services, Central Purchasing 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.18.2.** Supplier shall make payment by company check to Office of Management and Enterprises Services- Central Purchasing Division within 45 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: SW750A Guardrails and Parts And Hardware. The Contract Management Fee shall be mailed to the following address.

Office of Management and Enterprise Services

5005 N Lincoln Blvd., Suite 300

Oklahoma City OK 73105

#### **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, on the standard usage form, to the contracting officer within 45 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 may result in cancellation or suspension of contract.

### **C. SOLICITATION SPECIFICATIONS**

#### **C.1. Scope – Guardrails and parts and Hardware.**

**C.1.1.** The Oklahoma Department of Transportation has published the following Manufacturers and approved products for this acquisition:

**APL Category**  
**Guard Rail Materials (623)**

Material

Code: rail001    Name: Guard Rail, Galv Steel Beams and Posts    2009 Spec. Ref.:    732.01

Field Acceptance Method:    [5006](#)

<u>APPROVED PRODUCT NAME</u>	<u>MANUFACTURER</u>	<u>EFF. DT.</u>
ALL TYPES (P/S m00066)	Trinity Highway Products, LLC (Dallas, TX)	7/2/2002
ALL TYPES (P/S m00818)	Gregory Highway Products (Canton, OH)	8/2/2004
ALL TYPES (P/S m00982)	Highway Safety Corp. (Glastonbury, CT)	12/10/2012
BEAMS (P/S m00819)	Formet Inc (Laredo, TX)	9/3/2009
BEAMS (P/S m00903)	Spig Industry, LLC	11/16/2010

Material

Code: rail013    Name: Guard Rail End Treatment, GET    2009 Spec. Ref.:    732.01

Field Acceptance Method:    [5006](#)

<u>APPROVED PRODUCT NAME</u>	<u>MANUFACTURER</u>	<u>EFF. DT.</u>
SKT-SP-MGS	Road Systems, Inc. (Big Spring, TX)	10/23/2014
X-TENSION	Lindsay Transp. Barrier Systems (Rio Vista, CA)	10/23/2014

Material

Code: rail014    Name: Guard Rail, Recyc Plastic Spacer Block    2009 Spec. Ref.:    732.01

Field Acceptance Method:    [5001](#)

<u>APPROVED PRODUCT NAME</u>	<u>MANUFACTURER</u>	<u>EFF. DT.</u>
KING-BLOCK	Trinity Highway Products, LLC (Dallas, TX)	4/4/2002

Page 1 of 2    Guard Rail Materials (623)    For a complete list of Field Acceptance Methods, see:    [Acceptance Guides](#)

**APL Category**  
Guard Rail Materials (623)

LIFETIME GUARDRAIL BLOCKS	Lifetime Lumber Products (Toledo, OH)	4/4/2002
MODIFIED KING BLOCK 05688-01SB	DeCalb Molded Plastics (Butler, IN)	11/4/2011
MONDO BLOCK	Mondo Polymer Technologies (Reno, OH)	4/11/2002
RE-BLOCK	Bryson Products Inc (Bethlehem, PA)	4/4/2002

Page 2 of 2    Guard Rail Materials (623)    For a complete list of Field Acceptance Methods, see:    [Acceptance Guides](#)

**C.2.**    The purpose of this solicitation is to provide a contract for the purchase of Guardrails and parts and hardware primarily for the Oklahoma Department of Transportation and the Oklahoma Turnpike Authority. Other government entities may avail themselves of the contract as they need it.

**C.3.    Warranty**

- C.3.1.**    Supplier shall attach the manufacturer standard warranty to the response.
- C.3.2.**    All products found to be defective due to an imperfection in material, design, or workmanship shall be returned at the supplier's expense and replaced free of charge.

**C.4.    Testing**

The Supplier will perform all required quality assurance testing to verify that the product is complete and conforms to the specifications. Before delivering an item to the State, the Supplier must assure:

- C.4.1.**    All quality assurance activities. If requested, the Vendor will provide the State a copy of its Quality Control and Safety Procedures as it relates to product production, handling, transportation and storage. There will be no additional cost to the State if this information is requested.
- C.4.2.**    Any applicable testing.
- C.4.3.**    Correction of all item deficiencies discovered during the quality assurance activities and testing.
- C.4.4.**    The item is in a suitable state of readiness for the State's review and approval, and
- C.4.5.**    Safety Data Sheet SDS must be supplied for applicable products with delivery of products.

**C.5.    Delivery**

- C.5.1.**    All orders are to be delivered within 30 calendar days after receipt of order unless other arrangements have been made with the ordering party, such as an emergency order. Supplier must contact the ordering party a minimum of 24 hours prior to shipping.
- C.5.2.**    Delivery will be FOB Destination of the ordering party, freight prepaid.
- C.5.3.**    No minimum orders will be considered for this contract.

- C.5.4.** Packaging and containers shall be in accordance with the supplier's best commercial practice and shall meet the requirements of the Department of Transportation and rail and motor carrier freight classifications in effect at the time of shipment.
- C.5.5.** Shipments may be palletized whenever possible and conform to the following:
- C.5.5.1.** Manufacturer's standard 4-way shipping pallets are acceptable.
  - C.5.5.2.** Maximum height 5'6", including pallet.
  - C.5.5.3.** Maximum weight: 3500 pounds; including pallet.
  - C.5.5.4.** Pallets are to be securely banded or shrink-wrapped.
  - C.5.5.5.** The cost of palletizing must be included in the unit price.
- C.5.6.** The Contract Vendor must use a carrier that meets all federal and State laws as required by the appropriate transportation authority.
- C.5.7.** In the event that ODOT desires to pick up an order, the purchasing entity will be responsible for coordinating the time and place for pick up from the Vendor. The cost of the product will be adjusted to reduce the total delivered price by the cost of delivery to the purchaser.
- C.5.8.** 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. 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 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.

- C.6.1.** Fuel Price adjustments will be made for deliveries during the contract period.
- C.6.2.** 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>.
- C.6.3.** 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.
- C.6.4.** 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.

## **C.7. Insurance**

- C.7.1.** 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.
- C.7.2.** 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:
  - C.7.2.1.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover supplier's employees as required by the State of Oklahoma.
  - C.7.2.2.** Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
  - C.7.2.3.** Commercial Automobile Insurance, hired and non-owned.
  - C.7.2.4.** Garage keepers Liability Insurance.
  - C.7.2.5.** Commercial Property Coverage.

## **C.8. 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.

## **D. EVALUATION**

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

- D.1.1.** Cost
- D.1.2.** Past Performance (Reference sheets)
- D.1.3.** Ability to supply products
- D.1.4.** 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.2. Negotiation**

- D.3.** The State reserves the right to negotiate with one or more Suppliers. Central Purchasing may negotiate any and all content of the proposal.

## **E. INSTRUCTIONS TO BIDDER**

### **E.1. Response Submission**

Suppliers must submit responses on a cd rom or other electronic media such as a flash drive. No hard copies are necessary. All brochures and drawings should be submitted with the response. The electronic media shall be enclosed in an envelope as per A2 of the General Provisions.

## **F. CHECKLIST**

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

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

Did you initial any changes/corrections?

Did you include any brochures or specifications for your product?

Did you have your Reference sheet filled out by a client and include it with your response?

Is your response on a cd rom or other electronic media such as a flash drive?



## **G. OTHER**

None

## **H. PRICE AND COST**

- H.1.** Complete the attached pricing forms. Please submit your specifications and descriptive brochures for your product.
- H.2.** Price increases may be permitted with the approval of the State Purchasing Director. Pricing shall be held firm for the first 12 months of the contract. After the first 12 months, suppliers may submit a request for a price increase to the Contracting Officer.
- H.3.** Any future requests for price increase will not affect any orders issued prior to the approved price changes. The State will have 30 days to implement any approved price increase. The State reserves the right to reject any requested price adjustment if after investigation into the present market stability of the product, it is deemed excessive by the Central Purchasing Division. To request a price increase, the supplier(s) must submit a request in writing to the Contracting Officer listed on this solicitation.
- H.4.** 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 decreases.

**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
SPECIAL PROVISIONS  
FOR  
BUY AMERICA**

These Special Provisions amend, revise, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

**106.01 SOURCE OF SUPPLY AND QUALITY REQUIREMENTS**

**B. Buy America** *(Replace with the following :)*

Comply with the Buy America provisions of Title 23 CFR 635.410 which states that all manufacturing processes, including the application of a coating, for all steel or iron products permanently incorporated into the project shall have occurred in the United States (U.S.). These requirements are in effect on all Contracts regardless of the use of federal funds. All referenced forms and letters must be obtained from the current version of the ODOT Construction Control Directive (CCD) No. 20140620 – Buy America.

“All manufacturing processes” are defined as any process required to change the raw ore or scrap metal into the finished steel or iron product (e.g. smelting, rolling, extruding, bending, etc.).

“Coating” is defined as any process which protects or enhances the value of the steel or iron product to which the coating is applied (e.g. epoxy, galvanizing, painting, etc.).

**(1) Exemptions**

The following materials are exempt, unless processed or refined to include substantial amounts of steel or iron material, and may be used regardless of source in the domestic manufacturing process for steel or iron material:

- Raw materials (iron ore or alloys)
- Scrap
- Pig iron
- Processed, pelletized, and reduced iron ore material
- Aluminum
- Brass
- Copper

For recycled steel, only the manufacturing processes to produce steel products must occur domestically, beginning at the point where the recycled steel is melted.

**(2) Minimal Use Request**

Federal regulations allow a minimal use of foreign steel or iron if the cost of the steel and iron products as they are delivered to the project does not exceed 0.1 percent of the total Contract

amount, or \$2,500, whichever is greater. This threshold applies to the cumulative amount of all foreign steel and iron used on the project. The Contractor must submit a written request to the Resident Engineer which includes the origin and value of any foreign material to be used. This request must be submitted prior to the work being performed and preferably at the preconstruction conference. The Contractor must track the amount of incorporated foreign steel and iron throughout the life of a project to ensure the minimal use threshold amount is not exceeded.

### **(3) Preconstruction Conference Discussion**

The Department will host a project preconstruction conference. At this conference, the Contractor should be prepared to present and/or discuss the following items as part of the Buy America requirements for all steel and iron products permanently incorporated into projects:

- Project Specific Certification letters from the Contractor and Subcontractors demonstrating their understanding and intent to comply with the Buy America Requirements (see Subsection 106.B.(4).(a)).
- A list of all steel products and suppliers to be used on the project
- Required documentation verifying compliance with Buy America for each known steel or iron product at the time of the meeting (see Subsection 106.B.(4).(b)).
- Minimal use requests (see Subsection 106.B.(2))
- Change order work involving steel must be in compliance and documented similarly to Contract work.

### **(4) Compliance with Buy America Requirements**

Steel or iron products incorporated into the project that the origin was not domestic the Contractor may be subject to removal and replacement of the work, forfeiture of payment for the work, and/or assessment of penalty.

#### **(a) Certification Letters**

Before any work begins that incorporates steel or iron products into the project, the Contractor shall submit a project specific certification letter stating that all manufacturing processes involved with the production of these products will occur in the U.S., along with project specific certification letters from each Subcontractor for each steel or iron products to be used on the project. Acceptable language for these letters can be found in the ODOT CCD for Buy America. Alternative statements will not be considered.

#### **(b) Submittals and Forms**

For each steel or iron product, the Contractor and Subcontractor will be responsible for providing to the Department all documentation required to verify that each product complies with Buy America in accordance with the requirements of the corresponding category listed below. The Contractor must provide a completed:

- Material Use Statement & Certifications (MDT-1) for each steel or iron product in Category 1 incorporated into the project.

- Certificate of Materials Origin (MDT-2) for each steel or iron product in Categories 1 and 2 incorporated into the project.
- Programmatic Certificate of Materials Origin (MDT-3) for each steel or iron product in Category 3 incorporated into the project.

In most instances, determination of compliance with Buy America requirements should be achieved prior to incorporating the product into the work. If not, the Resident Engineer will be responsible for withholding payment for this work until compliance has been determined.

## **(5) Product Categories**

The various steel and iron products (referred to herein as ‘steel’) that are permanently incorporated into projects have been grouped into the following categories with the roles and responsibilities listed to ensure compliance with the Buy America requirements:

### **(a) Category 1**

Steel products covered in this category are as follows:

- Products used in pavements, bridges, or other structures cast at the project site:
  - Structural steel (girders, diaphragms, anchor bolts, high-strength bolts, sealed expansion joints, etc.)
  - Reinforcing steel (epoxy coated or black)
  - Welded wire fabric
  - Steel spiral wire (drilled shaft cages, bridge rail, etc.)
  - Steel piling
  - Drill shaft casing (permanent)
  - Dowel bars and baskets for paving
  - Steel sheet piling (permanent)
  - Bridge bearing assemblies (fixed and expansion)
  - Post-tensioning steel (strands, wedges, anchor plates, etc.)
- Steel monotube structures
- Galvanized steel supports for overhead and cantilevered sign structures
- Sign posts and bases (2 ½” diameter and larger and wide flange posts)

For items in this category, the Contractor is responsible for the following:

- Submitting completed MDT-1 and MDT-2 forms for each item with steel to both the Resident Engineer and Materials Engineer.
- The MDT-1 will include the Mill Test Reports, and the MDT-2 will list each corporate entity involved in the manufacturing of the steel item from melting through all fabrication processes.
  - Mill test reports and certification letters must include a statement similar to the following: *“All manufacturing processes for these steel and iron products, including the application of coatings have occurred in the United States.”*
  - Certifications for a particular item should be retained in one location to allow easy access for auditing purposes.

- Certifications should be retained by the Contractor until final acceptance of the project.

**(b) Category 2**

Steel and iron products covered in this category are as follows:

- Cast iron products (frames, grates, hoods, manhole covers, etc.)
- Fencing materials
- Corrugated steel pipe
- Corrugated steel pipe end treatments
- Steel pipe
- Ductile iron pipe
- Underground utility encasement conduit
- Stay-in-place forms

For items in this category, the Contractor is responsible for the following:

- Submitting completed MDT-2 forms for each item with steel to the Resident Engineer.
- The MDT-2 will list each corporate entity involved in the manufacturing of the steel item from melting through all fabrication processes.
  - The MDT-2 forms should be retained by the Contractor until final acceptance of the project.

**(c) Category 3**

This category covers traffic related items which typically have been placed on the ODOT Traffic Engineering Division's Qualified Products List (QPL). For items in this category listed on the QPL, the MDT-3 will be on file with the Traffic Division. For items in this category that are not listed on the QPL, the Contractor is responsible for submitting a completed MDT-3 form for each pay item with steel to the Resident Engineer. The MDT-3 lists all corporate entities involved throughout the manufacturing process for each steel and iron product used on the project.

The steel products covered in this category are as follows:

- Traffic signal poles and mast arm
- Highway lighting poles and mast arm
- High mast lighting towers
- Cable barrier
- Guardrail, guardrail posts, end sections, terminals, impact attenuators
- Sign posts and bases (less than 2 ½" in diameter and square tubing)
- Steel electrical conduit

**(d) Category 4**

This category covers pre-stressed and precast concrete items receiving full-time inspection by ODOT as the concrete items are cast. Items in this category are required to have a signed and dated project specific certification for each corporate entity involved in the manufacturing of the steel item from melting through all fabrication processes. This includes the Mill Test Reports with a certification from the supplier/fabricator that references the Buy America requirements and lists each corporate entity involved throughout the manufacturing processes. Mill test reports and certification letters must include a statement similar to the following:

*“All manufacturing processes for these steel and iron products, including the application of coatings, have occurred in the United States.”*

The pre-stressed and precast concrete items covered in this category are as follows:

- Pre-stressed concrete beams and girders
- Precast panels
- Precast MSE and sound walls
- Precast bridge arches

**(e) Category 5**

This category covers non-structural precast concrete items that do not receive full-time inspection by ODOT. Fabricators for items in this category have been placed on the ODOT Materials Division Approved Products List (APL). The fabricator is required to provide a signed and dated project specific certification which lists each corporate entity involved in the manufacturing process, including melting and all fabrication processes. The certification must reference the Buy America requirements using a statement similar to the following:

*“All manufacturing processes for these steel and iron products, including the application of coatings, have occurred in the United States.”*

The steel used in the fabrication of these items will be certified by the fabricator for general use in production and cannot be tied specifically to any individual item.

The pre-stressed and precast concrete items covered in this category are as follows:

- Precast box culverts
- Reinforced concrete pipe and precast end sections
- Precast inlets and catch basins
- Precast manholes

**(f) Category 6**

This category covers miscellaneous steel or iron components, subcomponents and hardware necessary to encase, assemble and construct certain highway products and manufactured products. For items in this category, the Contractor is responsible for the following:

- Ensure that all manufacturing processes for these steel and iron products including the application of coatings have occurred in the United States.
- Provide documentation to verify compliance upon request.
- Certifications should be retained by the Contractor/supplier until final acceptance of the project.

The following items are included in this category:

- Cabinets
- Covers
- Clamps
- Fittings
- Sleeves
- Miscellaneous hardware (washers, bolts, nuts, and screws)
- Tie wire
- Spacers
- Chairs or other steel reinforcement supports
- Lifting hooks
- Pipe Valves
- Electronic components
- Temporary falsework

U.S. Department of Transportation

## Federal Highway Administration

1200 New Jersey Avenue, SE

Washington, DC 20590

202-366-4000

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## Safety

### Manual for Assessing Safety Hardware (MASH)

#### Download Version

[PDF](#) [202 KB]

The AASHTO Manual for Assessing Safety Hardware (MASH) is the new state of the practice for the crash testing of safety hardware devices for use on the National Highway System (NHS). It updates and replaces NCHRP Report 350.

#### Key Points

1. All new testing will be done following MASH evaluation techniques.
2. Hardware accepted under NCHRP Report 350 is appropriate for replacement and new installation. Retesting is not required.
3. As of January 1, 2011, all new products must be tested using MASH crash test criteria for use on the National Highway System (NHS).



Source: FHWA

Testing criteria for highway roadside hardware have been in place since 1962. NCHRP Report 350, *Recommended Procedures for the Safety Performance Evaluation of Highway Features*, has been the accepted method for safety hardware device testing and eligibility since 1993.

MASH presents uniform guidelines for crash testing permanent and temporary highway safety features and recommends evaluation criteria to assess test results. This manual is recommended for highway design engineers, bridge engineers, safety engineers, researchers, hardware developers, crash test laboratories, and others concerned with safety features used in the highway environment.

#### Why was change needed?



The need for updated crash test criteria was based primarily on changes in the vehicle fleet. Vehicles have increased in size and light truck bumper heights have risen since the NCHRP Report 350 criteria were adopted in 1993 (see [chart](#) for details).

## How does this affect guidelines in the *Roadside Design Guide*?

MASH does not supersede any guidelines for the design of roadside safety hardware, which are contained in the *AASHTO Roadside Design Guide*.

## What about products currently in development based on NCHRP 350?

Any new or revised highway safety hardware under development as of October 15, 2009, when the MASH was published, may continue to be tested using the criteria in NCHRP Report 350. However, FHWA will not accept or review requests for new or revised highway safety hardware tested using NCHRP 350 criteria which are received after January 1, 2011.

## Why did the TL-3 test speed not increase above 100km/hr (62.2 mph)?

The FHWA Office of Safety considers that a 100 km/hr test is representative of worst case run-off-road crashes. Early on in the panel discussions related to the update of NCHRP Report 350, there was considerable discussion about the need to crash test at speeds over 100 km/h given that the posted speed limit of some highways is now above 65 mph. Based on data available to the research team it was concluded that, regardless of posted speeds, most impacts with fixed objects occurred at somewhat reduced speeds, likely due to pre-crash application of brakes.



Source: FHWA

## When does our State have to switch to MASH-tested hardware?

For contracts on the National Highway System with a letting date after the dates below, only safety hardware evaluated using the 2016 edition of MASH criteria will be allowed for new permanent installations and full replacements:

- December 31, 2017: w-beam barriers and cast-in-place concrete barriers
- June 30, 2018: w-beam terminals
- December 31, 2018: cable barriers, cable barrier terminals, and crash cushions
- December 31, 2019: bridge rails, transitions, all other longitudinal barriers (including portable barriers installed permanently), all other terminals, sign supports, and all other breakaway hardware.
- Temporary work zone devices, including portable barriers, manufactured after December 31, 2019, must have been successfully tested to the 2015 edition of MASH. Such devices manufactured on or before this

date, and successfully tested to NCHRP Report 350 or the 2009 edition of MASH, may continue to be used throughout their normal service lives.

## Significant Changes between NCHRP 350 and MASH

Topic	NCHRP 350	MASH
Small car test vehicle	820C vehicle (1,800 lbs.)	1100C vehicle (2,420 lbs.)
Small car impact angle	20 degrees	25 degrees
Light truck test vehicle	2000P vehicle (4,400 lbs.)	2270P vehicle (5,000 lbs.)
Gating terminals and crash cushion impact angle	15 degrees	5 degrees
Variable message signs and arrow board trailers	No mention	Added to TMA crash test matrix
Support structure and work zone traffic control device testing	Only small car tested	Small car and light truck tested
Windshield damage criteria	Subjective/Qualitative	Objective/Quantitative
Vehicle rebound in crash cushion tests	None	Required

## For More Information

Purchase MASH report from the AASHTO Bookstore: <https://bookstore.transportation.org>

FHWA Presentation on MASH (October 2009): <http://fhwa.na3.acrobat.com/mashfinal>

FHWA website on roadside hardware: [http://safety.fhwa.dot.gov/roadway\\_dept/policy\\_guide/road\\_hardware](http://safety.fhwa.dot.gov/roadway_dept/policy_guide/road_hardware)

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U.S. Department of Transportation  
**Federal Highway Administration**

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If a pay item for *Miscellaneous Pipe Work* does not exist, the Department will consider the cost of miscellaneous pipe work to be included in the contract unit price of other relevant pay items.

## SECTION 623

### GUARDRAIL AND END TREATMENTS

#### 623.01 DESCRIPTION

This work consists of constructing guardrail, end treatments, posts, blockouts, and other appurtenances. The Department defines the following types of guardrail:

- Beam Guardrail Steel W-Beam Single,
- Beam Guardrail Steel W-Beam Double,
- Beam Guardrail Steel Thrie Beam Single,
- Beam Guardrail Steel Thrie Beam Double,
- Beam Guardrail Steel Transition Section,
- Guardrail Anchor Unit, or
- Guardrail End Treatments (GET).

Use GETs that are designed as W-Beam guardrail terminals. Provide GETs with anchors capable of supporting the rail tensile strength developed during a downstream impact and remaining crashworthy for end-on impacts. Ensure the GETs satisfy the National Cooperative Highway Research Program (NCHRP) Report 350 for a test level 3 (TL-3) terminal and are approved for use on the National Highway System.

#### 623.02 MATERIALS

Provide materials in accordance with the following sections and subsections:

<b>Material:</b>	<b>Section or Subsection:</b>
Portland Cement Concrete Class A	701
Epoxy Resin Adhesive	701.13
Reinforcing Steel	723
Requirements for Paint Systems	730.02
Guardrail Posts	732.01
Spacer Blocks (Blockouts)	732.01
Beam Guardrail Elements	732.01
Fittings (Steel Hardware)	732.01
Reflective Sheeting for Guide Posts	733.05
Non-Shrink Grout	733.07

Ensure the GETs are manufactured with new material and assembled in accordance with the manufacturer's standards. Provide a GET capable of flattening and bending the guardrail away from the impacting vehicle.

Ensure the guardrail elements are continuous 12-gauge sections; either one 26 ft [8.0 m] long section, or two 13 ft [4.0 m] long sections.

## **623.03 EQUIPMENT — VACANT**

## **623.04 CONSTRUCTION METHODS**

### **A. Setting Posts for Guardrail or Barrier Posts**

Set posts for guardrail as shown on the Plans. Dig post holes in compacted soil. Keep the bottoms of the holes free of loose material to ensure a stable post foundation.

Space the posts as shown on the Plans and set plumb with the front faces in a straight line. For curves, set posts a uniform distance from the edge of the pavement.

Set the tops of the posts to the elevations shown on the Plans or as approved by the Resident Engineer.

After placing the posts, backfill the holes with material approved by the Resident Engineer. Compact each layer of material to a depth no greater than 6 in [150 mm]. Ensure compaction operations do not change the alignment of the post.

Posts for guardrail may be machine driven. Fill surface depressions resulting from driving the posts. Use material similar to the in-situ material and compact.

### **B. Rail Elements**

Erect rail elements in a smooth, continuous installation. Tighten all bolts except adjustment bolts. Provide bolts with lengths that extend beyond the nuts.

If field painting rail elements, first apply a rust-inhibitive primer to correct damage to the shop coat of paint. Field paint surfaces before erecting rail elements inaccessible to painting after erection. Uniformly apply the number of coats of paint required in the Contract by brush or pressure spray.

Protect the following with two coats of zinc rich paint:

- Abraded galvanized surfaces with exposed base metal,
- The threads of fittings, and
- Fasteners and cut ends of bolts.

Install double-faced guardrail as shown on the Plans.

Do not modify anchor-bolt holes or slots to accommodate connections in the field. Obtain Resident Engineer approval for modifications to standard guardrail design. Ensure modifications pass Department inspection before installing.

### **C. Placing Metal Plate Rails and Fittings**

Fasten metal plate rails to the posts as shown on the Plans. Overlap the rail sections at least 6 in [150 mm] in the direction of traffic so the end of the previous plate rail covers the start of the succeeding plate rail.

Use only one type of metal plate guardrail on the Project, unless otherwise shown on the Plans.

### **D. Guardrail Anchor Units**

Construct guardrail anchor units as shown on the Plans. If encountering rock harder than medium sandstone (surface outcropping, massive boulders, and ledge rock under overburden) during construction of the concrete anchor, proceed as follows:



**(1)For Surface Outcroppings**

Drill four spaced and patterned holes with 2 in [50 mm] diameters. Fill half of each rock hole with pourable epoxy grout, insert full depth anchor bolts, and stabilize them. Fill the remainder of the hole with epoxy. Expel air bubbles and voids from the holes.

**(2)For Rock With Soil Overburden 18 in [450 mm] Deep or Less**

Use the following steps:

- Drill four spaced holes for the anchor bolts.
- Drill four additional holes with a diameter of 2½ in [64 mm], each 12 in [300 mm] from the center of the concrete anchor and spaced 90° apart.
- Fill half of each outer hole with pourable epoxy grout.
- Insert, plumb, and stabilize one number 9 reinforcing steel bar per hole, cut to the length needed for the anchor unit.
- Cut the reinforcing steel bar to a length that allows insertion of at least 12 in [300 mm] into the rock and a clearance of 2 in [50 mm] above the top of the concrete anchor.
- Fill the remainder of the hole with epoxy and expel the bubbles.
- Tie the 6 × 6-W1.5 × W1.5 wire mesh to the bars after the grout dries.
- Spread pourable epoxy grout on the surface between the rock and concrete for positive bond.
- Construct the upper portion of the anchor unit as shown on the Plans.

**(3)For Rock Encountered Deeper Than 18 in [450 mm]**

Construct the anchor in accordance with the procedure for soil with overburden 18 in [450 mm] deep or less, and omit the four additional anchors.

**E. Guardrail End Treatments (GET)**

Ensure experienced workers fabricate and install the GET as shown on the Plans and ensure the end treatment remains intact, redirects side vehicular impacts, and flattens the rail element to attenuate head-on vehicular impacts.

Construct GETs with certified, crash-tested hardware. Ensure NCHRP 350 TL-3 certification for substituted hardware. Obtain the Resident Engineer's approval of substitution GET component hardware and ensure it passes Department inspection before installation.

**F. Blockouts**

For safety end treatments, use certified blockouts meeting the minimum requirements of NCHRP 350 TL-3. Provide a letter of certification with substitutions. Obtain the Resident Engineer's approval of substitutions before installation.

Provide certification of blockouts used in safety end treatments. Ensure that composite or synthetic blockouts used in safety end treatments attached to bridges or permanent concrete walls have been crash-tested and certified.

**G. Guardrail Bridge Connection (GBC)**

Ensure experienced workers fabricate and install the GBC as shown on the Plans and ensure the bridge connection remains intact, redirects side vehicular impacts, and

flattens the rail element to attenuate vehicular impacts at the approach ends of the bridge rail.

Construct GBCs with approved NCHRP 350 TL-3 designs, using only certified and crash-tested hardware. Provide NCHRP 350 TL-3 certifications for substitute hardware, except for posts and blockouts, which may not be substituted without an actual crash test certification. Obtain the Resident Engineer's approval of substitution GBC component hardware and ensure it passes Department inspection before installation.

### 623.05 METHOD OF MEASUREMENT

The Resident Engineer will measure the length of guardrail from center to center of the supporting posts.

The Resident Engineer will measure *Blockouts* using the length of the guardrail from the first blockout to the beginning of the next anchor unit.

### 623.06 BASIS OF PAYMENT

The Department will pay for each pay item at the contract unit price per the specified pay unit as follows:

<b>Pay Item:</b>	<b>Pay Unit:</b>
(A) BEAM GUARDRAIL W-BEAM SINGLE	Linear Foot [Meter]
(B) BEAM GUARDRAIL W-BEAM DOUBLE	Linear Foot [Meter]
(C) BEAM GUARDRAIL THRIE-BEAM SINGLE	Linear Foot [Meter]
(D) BEAM GUARDRAIL THRIE-BEAM DOUBLE	Linear Foot [Meter]
(E) BEAM GUARDRAIL TRANSITION SECTION	Each
(F) GUARDRAIL ANCHOR	Each
(G) GUARDRAIL END TREATMENT	Each
(H) BLOCKOUTS	Linear Foot [Meter]
(I) GUARDRAIL BRIDGE CONNECTION	Each

## Past Performance Verification

**Vendor is to have this filled out by 2 separate clients and returned with their response to the solicitation. Failure to submit this for 2 clients will result in your response not being considered.**

---

Name: \_\_\_\_\_  
*(Name and title)*

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

Subject: Past Performance Survey of: \_\_\_\_\_  
*(Name of Vendor requesting verification)*

Date: \_\_\_\_\_

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The State of Oklahoma is collecting past performance information on prospective vendors. The information will be used to assist the State in the selection of vendors for SW750A Guardrails, Parts and Hardware . You are listed as a client for whom they have previously performed work. Rate each of the criteria on a scale of 1 to 5. Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Rating	Description
<b>Exceptional (5)</b>	Best-in-class performance. Performance met all contract requirements and exceeded several to the customer's benefit. No issues were encountered.
<b>Very Good (4)</b>	Performance met all contract requirements and exceeded some to the customer's benefit. There were a few minor issues, which were negligible.
<b>Satisfactory (3)</b>	Performance met contract requirements. There were some minor issues, and corrective actions taken by the contractor were acceptable.
<b>Marginal (2)</b>	Performance did not meet the contractual requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective.
<b>Unsatisfactory (1)</b>	Performance did not meet contractual requirements. There were serious issues and the contractor's corrective actions were ineffective.

Organization Name:			
Contract Name:		Dollar Amount:	\$
Duration of Contract (Date/Year – Date/Year):			

NO	CRITERIA	Rated	
1	Rate the Quality of customer service		
2	Rate the Professionalism of the employees including prompt response to inquiries		
3	Rate their Ability to complete deliveries on time or early		
4	Rate the Quality of products		
5	Rate their Ability to manage (includes responses and prompt payment to their merchants and subcontractors)		
6	Rate their Ability to follow the customer's delivery requirements.		
7	Rate the Supplier's geographic coverage ability to deliver to all of your locations.		
8	Rate the value-added services provided.		



9	Rate your overall satisfaction during the contract period.		
10	Rate the performance of the Supplier's products as compared to that of it's competitors.		
11	Rate the Supplier's ordering procedures.		
12	Rate the timeliness of parts delivery		

### COMMENTS:

Please indicate here any special instances where the client went out of their way to help you in a situation, i.e. delivery, shipping, emergency response.

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Email of Evaluator

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Signature of Evaluator

# Contact Information

Website:

Company Name	
Doing Business as (if applicable)	
Contact Person for Solicitation Response	
Phone	
Email	
Fax	
Address For Purchase Orders-Number & Street-Post Office Box (some companies have ordering addresses that are different than the payment address)	
City, State, Zip	
Contact Person for Contract/Ordering/Price Information/Equipment Additions/Changes/Discontinuations	
Contact Name	
Phone	
Fax	
Email	
Secondary Contact for Contract/Ordering	
Phone	
Fax	
Email	
Address For Payment-Number & Street-Post Office Box (some companies have a different Payment/remittance address than the ordering address)	
City, State, Zip	
Contact Person/Department for payment	
Phone	
Fax	
Email	
Payment Discount (i.e. 15 days)	Notes: (Special ordering instructions-please attach any special instructions on a separate sheet)
Supplier will be responsible for notifying the contracting officer when the contact information changes.	