

Fully executed copy for Shur-tite Products SW0761 Need sign

Final Audit Report

2021-06-11

Created:	2021-06-11
By:	cini Zacharia (cini.zacharia@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABA AWk44vL6c5-r3nnSaP0yH8t0a2STWL6uw

"Fully executed copy for Shur-tite Products SW0761 Need sign" History

-  Document created by cini Zacharia (cini.zacharia@omes.ok.gov)
2021-06-11 - 2:58:59 PM GMT - IP address: 165.225.216.120
-  Document emailed to Dan Sivard (dan.sivard@omes.ok.gov) for signature
2021-06-11 - 3:00:05 PM GMT
-  Email viewed by Dan Sivard (dan.sivard@omes.ok.gov)
2021-06-11 - 5:55:42 PM GMT - IP address: 45.41.142.141
-  Document e-signed by Dan Sivard (dan.sivard@omes.ok.gov)
Signature Date: 2021-06-11 - 5:56:40 PM GMT - Time Source: server- IP address: 204.62.22.65
-  Document emailed to Darrell Heald (darrell@shur-tite.com) for signature
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-  Email viewed by Darrell Heald (darrell@shur-tite.com)
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-  Document e-signed by Darrell Heald (darrell@shur-tite.com)
Signature Date: 2021-06-11 - 9:15:36 PM GMT - Time Source: server- IP address: 24.227.175.138
-  Agreement completed.
2021-06-11 - 9:15:36 PM GMT



OKLAHOMA
Office of Management
& Enterprise Services

**STATE OF OKLAHOMA STATEWIDE CONTRACT WITH Xcessories Squared
Development & Mfg., Inc.**

This State of Oklahoma Statewide Contract (SW0761) is entered into between the state of Oklahoma by and through the Office of Management and Enterprise Services and Xcessories Squared Development & Mfg., Inc. ("Supplier") and is effective from September 1, 2021.

Purpose

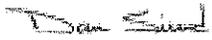
The State is awarding this Contract to Supplier for the provision of, Signposts, Square Tubing Posts, and Delineators as more particularly described in certain Contract Documents. Supplier submitted a proposal which contained no exceptions to the Solicitation. This Contract memorializes the agreement of the parties with respect to negotiated terms of the Contract that is being awarded to Supplier.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. The parties agree that Supplier has not yet begun performance of work under this Contract. Upon full execution of this Contract, Supplier may begin work. Issuance of a purchase order is required prior to payment to a Supplier.
2. The following Contract Documents are attached hereto and incorporated herein:
 - 2.1. Solicitation with exhibit 1, Attachment A.
 - 2.2. General Terms, Attachment B.
 - 2.3. Statewide or agency terms, Attachment C.
 - 2.4. Intentionally Omitted Attachment D.
 - 2.5. Bid Portion, Exhibit#2 titled Price.
3. Any reference to a Contract Document refers to such Contract Document as it may have been amended. If and to the extent any provision is in multiple documents and addresses the same or substantially the same subject matter but does not create an actual conflict, the more recent provision is deemed to supersede earlier versions.

**STATE OF OKLAHOMA
by and through the
OFFICE OF MANAGEMENT AND
ENTERPRISE SERVICES**

Xcessories Squared Development & Mfg., Inc.

By: 

Name: Dan Sivard

Title: State Purchasing Director

Date: Jun 14, 2021

By: 
Andrew Reinert (Jun 14, 2021 08:59 CDT)

Name: Andrew Reinert

Title: Inside Sales Coordinator

Date: Jun 14, 2021

Reviewed & Approved by OMES Legal

By: 
Tim Tuck (Jun 11, 2021 14:39 CDT)

Name: Tim Tuck

Title: OMES Legal

Date: Jun 11, 2021

Fully executed copy for Xcessories SW0761- Need Tim's Review and approval.

Final Audit Report

2021-06-11

Created:	2021-06-10
By:	cini Zacharia (cini.zacharia@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA_QCRdSSo7QxTbTNthDjLWtMKC6tNGnWM

"Fully executed copy for Xcessories SW0761-Need Tim's Review and approval." History

-  Document created by cini Zacharia (cini.zacharia@omes.ok.gov)
2021-06-10 - 8:52:44 PM GMT- IP address: 165.225.216.120
-  Document emailed to Tim Tuck (tim.tuck@omes.ok.gov) for signature
2021-06-10 - 8:53:29 PM GMT
-  Email viewed by Tim Tuck (tim.tuck@omes.ok.gov)
2021-06-10 - 10:20:25 PM GMT- IP address: 45.41.142.252
-  Email viewed by Tim Tuck (tim.tuck@omes.ok.gov)
2021-06-11 - 7:39:30 PM GMT- IP address: 104.143.198.17
-  Document e-signed by Tim Tuck (tim.tuck@omes.ok.gov)
Signature Date: 2021-06-11 - 7:39:54 PM GMT - Time Source: server- IP address: 204.62.22.65
-  Agreement completed.
2021-06-11 - 7:39:54 PM GMT

Fully executed copy for Xcessories SW0761 need sign

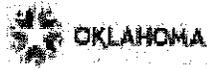
Final Audit Report

2021-06-14

Created:	2021-06-11
By:	cini Zacharia (cini.zacharia@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHECAABAAZUPnnpqL51kfS1jC8pgLQ0ro3toRmZA6

"Fully executed copy for Xcessories SW0761 need sign" History

-  Document created by cini Zacharia (cini.zacharia@omes.ok.gov)
2021-06-11 - 8:46:50 PM GMT- IP address: 165.225.216.120
-  Document emailed to Dan Sivard (dan.sivard@omes.ok.gov) for signature
2021-06-11 - 8:48:20 PM GMT
-  Email viewed by Dan Sivard (dan.sivard@omes.ok.gov)
2021-06-14 - 1:10:40 PM GMT- IP address: 45.41.142.55
-  Document e-signed by Dan Sivard (dan.sivard@omes.ok.gov)
Signature Date: 2021-06-14 - 1:10:58 PM GMT - Time Source: server- IP address: 204.62.22.65
-  Document emailed to Andrew Reinert (areinert@x-sqrd.com) for signature
2021-06-14 - 1:11:00 PM GMT
-  Email viewed by Andrew Reinert (areinert@x-sqrd.com)
2021-06-14 - 1:59:11 PM GMT- IP address: 208.80.151.24
-  Document e-signed by Andrew Reinert (areinert@x-sqrd.com)
Signature Date: 2021-06-14 - 1:59:30 PM GMT - Time Source: server- IP address: 208.80.151.24
-  Agreement completed.
2021-06-14 - 1:59:30 PM GMT



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000307666
 SHUR-TITE PRODUCTS
 PO BOX 2283
 ROUND ROCK TX 78680-2283
 USA

Contract ID 00000000000000000006180		Page 2 of 12	
Contract Dates 09/01/2021 to 08/31/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0781 Sign Posts, square Tubin		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	(part of ShurFlex 48 Driveable Delineator & 36 Surface Mount Delineator) Model : SD0003 Price:\$8.50/EA					
	Contract Base Pricing		0.00000		EA	0001
7	46161508 / POST PARTS: 48 Driveable Replacement Post white post with 1 each-3 x 9 white reflective sheet (HIP) Model: SD0035W Price:\$23.08/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
8	46161508 / POST PARTS: 48 Driveable Replacement Post, Bi-directional white post with 2 each-3 x 9 white reflective sheet (HIP) Model: SD0035WW Price:\$24.74/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
9	46161508 / POST PARTS: 48 Driveable Replacement Post yellow post with 1 each-3 x 9 yellow reflective sheet (HIP) Model:SD0035Y Price:\$23.08	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
10	46161508 / POST PARTS: 48 Driveable Replacement Post Bi-directional, yellow post with 2 each-3 x 9 yellow reflective sheet (HIP) Model:SD0035YY Price:\$24.74/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
11	46161508 / BOLT: Washer & Lock Nut 5/16 x 2 3/4	EA	1.00	0.00	0.00	0.00

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Authorized Signature



CONTRACT

State of Oklahoma

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Supplier 0000307666
 SHUR-TITE PRODUCTS
 PO BOX 2283
 ROUND ROCK TX 78680-2283
 USA

Contract ID 0000000000000000000006180		Page 3 of 12	
Contract Dates 09/01/2021 to 08/31/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0761 Sign Posts, square Tubin		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

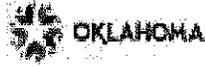
Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Model: SD0051 Price:\$0.50/EA					
	Contract Base Pricing		0.00000			
12	46161508 / COTTER & PIN: Clevis Pin & Hairpin Cotter 3/8 x 2 1/4 Model# SD0050 Price:\$0.70/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			
13	46161508 / BASE:7x10 with 3/8 L-Pin, Flat Surface Mount Model: SF0138 Price:\$8.30/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			
14	46161508 / BASE:7x10 for Sloped Surfaces Model: SF0038 Price:\$8.30/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			
15	46161508 / JOINT: T-Joint for Sloped Surface Mount Base Model: SF0037 Price:\$15.00/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			
16	46161508 / POST PARTS: 36 Surface Mount Replacement Post White post, Round Top with 2 each 3 x 8 white reflective wraps (HIP) Model: SF0041W Price:\$18.70/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			

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CONTRACT

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Supplier 0000307666
 SHUR-TITE PRODUCTS
 PO BOX 2283
 ROUND ROCK TX 78680-2283
 USA

Contract ID 00000000000000000006180		Page 4 of 12	
Contract Dates 09/01/2021 to 08/31/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0761 Sign Posts, square Tubin		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

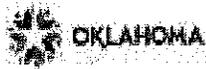
Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
17	46161508 / POST PARTS: 36 Surface Mount Replacement Post Yellow post, Round Top with 2 each 3 x 8 yellow reflective wraps (HIP) Model: SF0041YY Price:\$18.70/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing			0.00000	EA	0001
18	46161508 / BOLT: Anchor, Washer & Nylon Plug. 4 each required per Surface Mount Base Model:SF0050 Price:\$1.33/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing			0.00000	EA	0001
19	46161508 / BUTYL PAD: 8x8 pads, 80 per box, will apply 26 surface mounts Model:SF0150 Price:\$3.07/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing			0.00000	EA	0001
20	46161508 / CHANNELIZING SYSTEM: 40 Shur-Curb Traffic Seperator 36 White Super Post with Round Top, 2 each Wraps of 3x8 White 3310 HIP Sheeting, Shur-Flex joint, 1 each 5/16 x 2 3/4 Flange, Bolt Model: SF0200W Price:\$74.56/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing			0.00000	EA	0001
21	46161508 / CHANNELIZING SYSTEM: Replacement 40 Shur-Curb, White section with 2 each White/Red RPM's, 6 each Anchor Bolts with Nylon Plugs Model:SF0120W Price:\$57.51/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing			0.00000	EA	0001

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Contract Dates 09/01/2021 to 08/31/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0761 Sign Posts, square Tubin		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID: 736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
22	46161508 / CHANNELIZING SYSTEM:1000029862 40 Shur-Curb Traffic Sperator, 36 Yellow Super Post with Round Top, 2 each Wraps of 3x8 Yellow 3311 HIP Sheeting, Shur-Flex joint, 1 each 5/16 x 2 3/4 Flange, Bolt Model# SF0200Y Price:\$74.56/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
23	46161508 / CHANNELIZING SYSTEM: 1000029863 Replacement, 40 Shur-Curb, Yellow section with 2 each Yellow RPM's, 6 each Anchor Bolts with Nylon Plugs. Model#SF0120Y Price:\$57.51/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
24	46161508 / ANCHOR: 1000029819 2 x 12 ga. x 24 (Footing for Shur-Flex Driveable Delineator) Model: SD0024 Price:\$10.30/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
25	46161508 / 8" Traffic Barrier Cup Mount Delineator with 2 each 1/4" x 2" anchors. Yellow or white Model: GQ8WR1W Price:\$10.75/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
26	46161508 / 17" Concrete Traffic Barrier Cup Mount Delineator with 2 each 1/4" x 2" anchors. Yellow or white. Model: GQ17WR2 Price: \$15.75/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001

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Supplier 0000307666
 SHUR-TITE PRODUCTS
 PO BOX 2283
 ROUND ROCK TX 78680-2283
 USA

Contract ID 0000000000000000000006180		Page 6 of 12	
Contract Dates 09/01/2021 to 08/31/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0761 Sign Posts, square Tubin		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order		Maximum / Open	
			Qty	Amt	Qty	Amt
27	46161508 / Cable Barrier Delineator for Tubular Posts includes self-tapping screws Model: GE33WR2ST Price:\$13.61/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing 0.00000	EA		0001		
28	46161508 / Cable Barrier Delineator for Beam Posts, Including beam clamps. Model: GE33WR2BC Price:\$17.36/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing 0.00000	EA		0001		
29	46161508 / Cable Barrier Delineator for use with Beam posts, short including beam clamps. Model: GE19WR2BC Price:\$15.85/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing 0.00000	EA		0001		
30	46161508 / Shur-Tite Drivable 12" x 36" (Right) Panel Model:SM1236R Price:\$98.99/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing 0.00000	EA		0001		
31	46161508 / Shur-Tite Surface Mount 12" x 36" OM3 (Left) Panel Model: SM1236L Price: \$98.99/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing 0.00000	EA		0001		
32	46161508 / Shur-Tite Surface Mount 10" x 24" OM3 (Center) Panel	EA	1.00	0.00	0.00	0.00

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 SHUR-TITE PRODUCTS
 PO BOX 2283
 ROUND ROCK TX 78680-2283
 USA

Contract ID 000000000000000000000006180		Page 8 of 12	
Contract Dates 09/01/2021 to 08/31/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0761 Sign Posts, square Tubin		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Wood post, 19 guardrail delineator, bi-directional with 2 each 3 x 3 tab of white HIP sheeting. Includes 2 each lag bolts for installation Model: GF19WR2WWL Price: \$11.50/EA					
	Contract Base Pricing		0.00000			0001
38	46161508 / DELINEATOR:1000029853 Wood post, 19 guardrail delineator with 1 each 3 x 3 tab of yellow HIP sheeting. Includes 2 each lag bolts for installation Model: GF19YR2YL Price: \$10.75	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
39	46161508 / DELINEATOR:1000029854 Wood post, 19 guardrail delineator, bi-directional with 2 each 3 x 3 tab of yellow HIP sheeting. Includes 2 each lag bolts for installation Model: GF19YR2YYL price:\$11.50/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
40	46161508 / DELINEATOR:1000029855 Steel post, 19 guardrail delineator with 1 each 3 x 3 tab of white HIP sheeting. Includes 2 each self-tapping screws for installation Model:GF19WR2WS Price: \$10.75/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
41	46161508 / DELINEATOR:1000029856 Steel post, 19 guardrail delineator, bi-directional with 2 each 3 x 3 tab of white HIP sheeting. Includes 2 each self-tapping screws for installation Model: GF19WR2WWS Price:\$11.50/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001

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 USA

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Description: SW0761 Sign Posts, square Tubin		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
58	46161508 / Shur-Flex Pedestrian Safety (YIELD)Available Base Colors: Black, White, Yellow Model: RB35CBBP R1-6 (Black) Price:\$269.45/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing			0.00000	EA	0001
59	46161508 / Shur-Flex Pedestrian Safety (YIELD)Available Post Colors: White, Black, Green, Yellow, Orange, Brown, Red, and Blue	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing			0.00000	EA	0001
60	46161508 / 8" Traffic Barrier Cup Mount Delineator with 2 each= 1/4" anchors, Double Slided Colors: Yellow or White Model: GQ8WR1WW Price:\$11.50/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing			0.00000	EA	0001
61	46161508 / Shur-Flex Pedestrian Safety (YIELD)-High Density ThermoPlastic 48" X 2.25" OD Model: E10CBBF R1-6+S4-3P Price:\$254.27/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing			0.00000	EA	0001
62	46161508 / Shur-Flex Pedestrian Safety (YIELD)-Available Base Colors: Black, White, Yellow Model:RB35CBBP R1-6+S4-3P (Black) Price:\$304.47/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing			0.00000	EA	0001

COMMENTS:

This contract resulted from RFP# 0900000494 for SW0761 Sign Posts, Square Tubing Posts, & Delineators.
 Contract Period: 09/01/2021- 08/31/2022
 Agreement Period: 09/01/2021 - 08/31/2026

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Authorized Signature

SW0761 PS contract# 6180 need sign .PDF

Final Audit Report

2021-06-16

Created:	2021-06-16
By:	cini Zacharia (cini.zacharia@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAb4t8qarC_A4dzshvkoWTz6oTi88J91h

"SW0761 PS contract# 6180 need sign .PDF" History

-  Document created by cini Zacharia (cini.zacharia@omes.ok.gov)
2021-06-16 - 8:33:05 PM GMT- IP address: 165.225.216.120
-  Document emailed to Jennifer McCaulla (jennifer.mccaulla@omes.ok.gov) for signature
2021-06-16 - 8:33:31 PM GMT
-  Email viewed by Jennifer McCaulla (jennifer.mccaulla@omes.ok.gov)
2021-06-16 - 8:49:24 PM GMT- IP address: 104.143.198.213
-  Document e-signed by Jennifer McCaulla (jennifer.mccaulla@omes.ok.gov)
Signature Date: 2021-06-16 - 8:49:31 PM GMT - Time Source: server- IP address: 165.225.216.77
-  Agreement completed.
2021-06-16 - 8:49:31 PM GMT



CONTRACT

State of Oklahoma

Dispatch via Print

Supplier 0000360450
 GULF MATERIAL SALES LLC
 70393 BRAVO STREET
 COVINGTON LA 70433
 USA

Contract ID		Page	
000000000000000000006178		1 of 3	
Contract Dates	Currency	Rate Type	Rate Date
09/01/2021 to 08/31/2022	USD	CRRNT	PO Date
Description:		Contract Maximum	
SW0761 Sign Posts, square Tubin		0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	46161508 / POST SET: Delineator Posts, 48 Driveable yellow post with 1 Each-3 x 9 Yellow Reflective Sheet (HIP) Model#SH248GP3--YA Price:\$31.00/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
2	46161508 / POST SET: Delineator Posts, 48 Driveable white post with 1 Each-3 x 9 White Reflective Sheet (HIP) Model#SH248GP3--WS Price: \$31/EA.	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
3	46161508 / POST SET: Delineator Posts, 48 Driveable white post, bi-directional, with 2 Each-3 x 9 White Reflective Sheet (HIP) Model# SH248GP3--WS 2 Reflective Price\$37.00/EA.	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
4	46161508 / POST SET: Delineator Posts, 48 Driveable yellow post, bi-directional, with 2 Each-3 x 9 Yellow Reflective Sheet (HIP) Model#SH248GP3--YA 2 Reflective Price: \$37.00/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
5	46161508 / POST SET: Surface Mount Delineator Posts 36 white post, round top with 2 Each 3 x 8 White Reflective Wraps (HIP) Model#SH336SMA--WS Price\$33.00/EA	EA	1.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
6	46161508 / POST SET: Surface Mount Delineator Posts	EA	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
 Hard = Apply adjustments regardless of other adjustments
 Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

Jennifer McCauley

SW0761 PS contract#6178 need sign.PDF

Final Audit Report

2021-06-16

Created:	2021-06-16
By:	cini Zacharia (cini.zacharia@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAS4JgBeNdXKUl8w_sGx7HmUdhnv_CBYC

"SW0761 PS contract#6178 need sign.PDF" History

-  Document created by cini Zacharia (cini.zacharia@omes.ok.gov)
2021-06-16 - 0:07:52 AM GMT
-  Document emailed to Jennifer McCaulla (jennifer.mccaulla@omes.ok.gov) for signature
2021-06-16 - 0:08:23 AM GMT
-  Email viewed by Jennifer McCaulla (jennifer.mccaulla@omes.ok.gov)
2021-06-16 - 1:17:45 PM GMT- IP address: 45.41.142.224
-  Document e-signed by Jennifer McCaulla (jennifer.mccaulla@omes.ok.gov)
Signature Date: 2021-06-16 - 1:24:35 PM GMT - Time Source: server- IP address: 165.225.216.77
-  Agreement completed.
2021-06-16 - 1:24:35 PM GMT



CONTRACT

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 USA

Contract ID 00000000000000000006181		Page 1 of 10	
Contract Dates 09/01/2021 to 08/31/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0781 Sign Posts, square Tubin		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	39121018 / Bolt on Soil Stabilization Plate for PSST Anchors Model# SS10-250-Z Price:\$12.86/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
2	39121018 / Multi-Axis Soil Stabilizing Anchor w/4 orthogonal wings Model#739200 Price:\$27.40/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
3	39121018 / Furnish shim, 0.012" thick, per T-141 & T-142 Model#BS012 Price: \$1.52/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
4	39121018 / Furnish shim, 0.32" thick, per T-141 & T-142 Model#BS032 Price: \$1.52/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
5	39121018 / Furnish shim, 0.32" thick, per T-141 & T-142 Model#BS032 Price: \$1.52/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			0001
6	39121018 / 4" x 8ga Square Structural Steel Sign Post - galvanized	LF	0.00	0.00	0.00	0.00

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Contract ID 0000000000000000000006181		Page 3 of 10	
Contract Dates 09/01/2021 to 08/31/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0761 Sign Posts, square Tubin		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID: 736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
12	39121018 / Aluminum Sign Brace - 24' perforated -for 4" x 8ga Structural Post Model:ASB200P1-24 Price:\$76.78/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
13	39121018 / Match Plate Hardware Kit for 4" x 8ga Structural Post Model:RTSB75-MPHDW Price:\$31.09/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
14	39121018 / Hinge Repair Kit for 4" x 8ga Structural Post Model: X4-HRK Price:\$57.28/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
15	39121018 / TUBING: 1 3/4 - 14 Gauge Posts, Square, Structural Model:175X14PSST Price:\$2.95/LF	LF	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		LF	0001
16	39121018 / TUBING: 2 - 14 Gauge Posts, Square, Structural Model: 200X14PSST Price:\$3.47/LF	LF	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		LF	0001
17	39121018 / TUBING: 2 1/4 - 14 Gauge Posts, Square, Structural	LF	0.00	0.00	0.00	0.00

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Contract ID 000000000000000000000006181		Page 4 of 10	
Contract Dates 09/01/2021 to 08/31/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0761 Sign Posts, square Tubin		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Model:225X14PSST Price:\$4.06/LF					
	Contract Base Pricing		0.00000		LF	0001
18	39121018 / TUBING: 2 1/4 - 12 Gauge Posts, Square, Structural Model:225X12PSST Price:\$4.98/LF	LF	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		LF	0001
19	39121018 / TUBING: 2 1/2 - 12 Gauge Posts, Square, Structural Model:250X12PSST Price:\$5.74/LF	LF	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		LF	0001
20	39121018 / TUBING: 2 1/2" - 10 Gauge Posts, Square, Structural Model: 250X10PSST Price:\$7.65/LF	LF	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		LF	0001
21	39121018 / TUBING: 2 3/16 - 10 Gauge Posts, Square, Structural Model: 219X10PSST Price:\$8.44/LF	LF	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		LF	0001
22	39121018 / TUBING:Anchor Tube, 2 1/2 x 2 1/2 x 3/16 x 30 Long, Heavy Duty, Square, Structural Hardware (for 2 upright post)	EA	0.00	0.00	0.00	0.00

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Contract ID 00000000000000000006181		Page 5 of 10	
Contract Dates 09/01/2021 to 08/31/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0761 Sign Posts, square Tubin		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Model:HDA200-30-G Price:\$25.27/EA					
	Contract Base Pricing		0.00000		EA	0001
23	39121018 / TUBING:Anchor Tube, 3 x 3 x 3/16 x 30 Long, Heavy Duty, Square, Structural Hardware (for 2 1/2 upright post) Model: HDA250-30-G Price:\$30.71/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
24	39121018 / TUBING:Manual Drive Cap: 2 for Heavy Duty Anchors, Square, Structural Hardware Model:DC200225M Price:\$118.34/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
25	39121018 / TUBING:Manual Drive Cap: 2 1/4 for Heavy Duty Anchors, Square, Structural Hardware Model:DC225250M Price:\$128.29/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
26	39121018 / TUBING: 2 1/2" for Heavy Duty Anchors, Manual Drive Cap, Square, Structural Hardware Model: DC200225M Price:\$118.34/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
27	39121018 / TUBING:Manual Drive Cap: 3 for Heavy Duty Anchors, Square, Structural Hardware	EA	0.00	0.00	0.00	0.00

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Contract ID 0000000000000000000006181		Page 6 of 10	
Contract Dates 09/01/2021 to 08/31/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0761 Sign Posts,square Tubln		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
	Model: DC250300M Price:\$131.41/EA					
	Contract Base Pricing		0.00000			
28	39121018 / SIGN POST:Breakaway/A,Upright Post Only Rib Back,2lb/ft~A Model: UC2GLVRB Price:\$2.69/LF	LF	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			
29	39121018 / SIGN POST: 2lb Bkwy/3'6lgh BsPst. Sign Posts (Breakaway type). Standards and supports 2.00 lb/ft base post (3 feet, 6 inch length) Price per each. Model: UC2GLV3.5 Price:\$9.69/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			
30	39121018 / SIGN POST: Bkwy/Upright Pst. Sign Posts (Breakaway type). Standards and supports 2.50 lb/ft Upright Post Only.. Price per foot. Model: UC25GLV Price:\$3.35/LF	LF	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			
31	39121018 / SIGN POST: 2.50lb Bkwy/3'6 lgh BsPst. Sign Posts (Breakaway type). Standards and supports 2.50 lb/ft base post (3 feet, 6 inch length) Price per each. Model: UC25GLV3.5 Price:\$12.07/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000			
	Contract Base Pricing		0.00000			

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Contract ID 0000000000000000000006181		Page 7 of 10	
Contract Dates 09/01/2021 to 08/31/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0701 Sign Posts,square Tubin		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
32	39121018 / SIGN POST:Breakaway/A,Upright Post Only Rib Back,3lb/ft~A Model:UC3GLVRB Price:\$3.93/LF	LF	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		LF	0001
33	39121018 / SIGN POST:Breakaway/A,Base Post 3'6 Lgt,Rib Back,3lb/ft~A Model:UC3GLV3.5RB Price:\$14.18/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
34	39121018 / SIGN POST:Breakaway/A,Upright Post Only Rib Back,4lb/ft~A Model:UC4GLVRB Price:\$5.04/LF	LF	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		LF	0001
35	39121018 / SIGN POST:Breakaway/ A,Base Post 3'6 Lgt,Rib Back,4lb/ft~A Model:UC4GLV3.5RB Price:\$18.20/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
36	39121018 / SIGN POST: Space Bar. 3/4x5x0.50. 3/4 wide x 5 long x 0.50 thick. The 0.5 thick anodized spacer bar to be used with the 3 lb/ft and 4 lb/ft posts. Model: UCLSGLD Price:\$17.65/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing		0.00000		EA	0001
37	39121018 / SIGN POST:Lap Splice Spacer Bar/3/4W x 5 L x 0.375 Thick~3/4 wide X 5 long X 0.375 thick The 0.375 thick anodized spacer bar to be used with the 2 lb/ft and 2.5 lb/ft posts.	EA	0.00	0.00	0.00	0.00

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Contract ID 000000000000000000000006181		Page 10 of 10	
Contract Dates 09/01/2021 to 08/31/2022	Currency USD	Rate Type CRRNT	Rate Date PO Date
Description: SW0761 Sign Posts.square Tubin		Contract Maximum 0.00	
Allow Open Item Reference			
TYPE: STATEWIDE			

Tax Exempt? Y Tax Exempt ID:736017987

Contract Lines:

Line #	Cat CD / Item ID / Item Desc	UOM	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
46	39121018 / UNI-BASE:For Concrete/Base for breakaway sign mounted in concrete Model: SB8-CTA36-G Price:\$71.85/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing	EA		0.0000		0001
47	39121018 / UNI-BASE:For Soil/Base for breakaway sign mounted in soil Model: SB8-CTWA42-G Price: \$106.76/EA	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing	EA		0.0000		0001
48	39121018 / TUBING: 1 3/4 - 12 Gauge Posts, Square, Structural Model: 175X12PSST Price:\$3.64/LF	LF	0.00	0.00	0.00	0.00
	Contract Base Pricing	LF		0.0000		0001
49	39121018 / TUBING: 2 - 12 Gauge Posts, Square, Structural Model: 200X12PSST Price:\$3.95/LF	LF	0.00	0.00	0.00	0.00
	Contract Base Pricing	LF		0.0000		0001
50	39121018 / Parts not listed-Various Accessories Xcessories Squared Price List- 55%	EA	0.00	0.00	0.00	0.00
	Contract Base Pricing	EA		0.0000		0001

COMMENTS:

This contract resulted from RFP# 0900000494 for SW0761 Sign Posts, Square Tubing Posts, & Delineators.
 Contract Period: 09/01/2021- 08/31/2022
 Agreement Period: 09/01/2021 - 08/31/2026

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SW0761 PS Contract#6181 Need sign .PDF

Final Audit Report

2021-06-16

Created:	2021-06-16
By:	cini Zacharia (cini.zacharia@omes.ok.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAr6G91CbdAJwOMtqvT8V9ZfivQla6MgEC

"SW0761 PS Contract#6181 Need sign .PDF" History

-  Document created by cini Zacharia (cini.zacharia@omes.ok.gov)
2021-06-16 - 8:34:09 PM GMT- IP address: 165.225.216.120
-  Document emailed to Jennifer McCaulla (jennifer.mccaulla@omes.ok.gov) for signature
2021-06-16 - 8:34:37 PM GMT
-  Email viewed by Jennifer McCaulla (jennifer.mccaulla@omes.ok.gov)
2021-06-16 - 8:43:33 PM GMT- IP address: 45.41.142.0
-  Document e-signed by Jennifer McCaulla (jennifer.mccaulla@omes.ok.gov)
Signature Date: 2021-06-16 - 8:43:58 PM GMT - Time Source: server- IP address: 165.225.216.77
-  Agreement completed.
2021-06-16 - 8:43:58 PM GMT



Date of Issuance: 04/30/2021

Solicitation No. 0900000494

Requisition No. N/A

Amendment No. 1

Hour and date specified for receipt of offers is changed: No Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

Sign and return a copy of this amendment with the solicitation response being submitted; or,

If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date in the subject line of the email.

ISSUED FROM:

Cini Zacharia
Contracting Officer

405-522-9078
Phone Number

Cini.zacharia@omes.ok.gov
E-Mail Address

RETURN OMESCPeBID@omes.ok.gov
TO:

Description of Amendment:

a. This is to incorporate the following:

RFP#0900000494: Signposts, Square Tubing Posts, & Delineators

This amendment is to notify the price increase or decrease information to all the bidders.

Prices are to remain firm during the first six (6) months of the contract. After that date, if there has been an industry-wide price increase, vendors may request an increase in the same amount as the announced increase from the manufacturer.

- Price increases can only be requested once every quarter.
- Price increase changes must be submitted thirty (30) days before the change is to be effective.
- Documentation from the manufacturer and a revised price list must be submitted with the request.
- The State has a minimum of 30 days to review and approve.
- Price decreases must be also passed on to the State.
- Increases will not affect any orders issued prior to the effective date of the changes.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**) Title

Authorized Representative Signature



Date of Issuance: 05/17/2021 Solicitation No. 0900000494

Requisition No. N/A Amendment No. 1

Hour and date specified for receipt of offers is changed: No Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

Sign and return a copy of this amendment with the solicitation response being submitted; or,

If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date in the subject line of the email.

ISSUED FROM:

<u>Cini Zacharia</u>	<u>405-522-9078</u>	<u>Cini.zacharia@omes.ok.gov</u>
Contracting Officer	Phone Number	E-Mail Address

RETURN TO: OMESCPeBID@omes.ok.gov

Description of Amendment:

a. This is to incorporate the following:

RFP#0900000494: Signposts, Square Tubing Posts, & Delineators

vendor Q&A closed on 05/13/2021 at 3 PM.
Please see the following question and answer.

Question 1:
I'm having difficulty obtaining pricing guaranteed for 1 yr.
Will we be allowed to adjust renewal pricing if necessary, at the end of each year?

Answer:
Please see the Amendment#1 posted on the web site for the price increase or decrease information.
Please see the link below for this.
<https://www.ok.gov/dcs/solicit/app/solicitationDetail.php?solID=4035>

b. All other terms and conditions remain unchanged.

Supplier Company Name (PRINT) _____ Date _____

Authorized Representative Name (PRINT) Title _____ Authorized Representative Signature _____

ATTACHMENT A
SOLICITATION NO. 0900000494

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

Purpose

This Statewide Contract is for Galvanized Steel Signposts, Square Tubing Posts, and Delineators which all State agencies, cities, counties, school districts, and other municipalities may utilize.

1. Contract Term and Renewal Options

The initial Contract term, which begins on the effective date of the Contract, is one year and there are (4) one-year options to renew the Contract.

2. Contract Specifications

Contract specifications are set forth below as Exhibit 1.

EXHIBIT 1

1. MANDATORY SPECIFICATIONS

A. SCOPE

This work consists of providing and constructing galvanized steel signposts. The Oklahoma Department of Transportation (ODOT) has published the following manufacturers and approved products for acquisitions relating to this statewide contract. Items provided must be in accordance with ODOT's "Approved Products List (APL)" for "Signposts, Galvanized Steel (721)". These are located at the hyperlink provided: <http://www.odot.org/materials/html-smap/11062p-PRODCATS.html>.

B. POST REQUIREMENTS

I. PIPE POSTS (721.01)

Vendor must provide pipe posts made of new galvanized steel pipe in accordance with ASTM A53 or ASTM F1083. Use standard weight, schedule 40 pipe. Provide cap plates made of AASHTO M270, Grade 36 structural steel, galvanized in accordance with AASHTO M111. Galvanize pipe posts after fabrication, hole punching, or drilling, except, for signs that are minor items or incidental construction, drill or punch signpost holes and cut one end to length after galvanizing as approved by the Resident Engineer. Treat the exposed metal surfaces of these minor items or incidental construction by re-galvanizing, metalizing, or painting with at least 90 percent zinc-rich paint.

II. WIDE FLANGE BEAM POSTS (721.02)

Vendor must provide galvanized steel wide flanged beams in accordance with AASHTO M270, Grade 36. Galvanize in accordance with AASHTO M111 after cutting, punching, or drilling holes. Each post must be complete with bolts, nuts, washers, shims, bolt retainer plate, perforated fuse plates, and a breakaway base. Each stub must be complete with a breakaway base. Replacement Perforated Fuse Plate kits must be complete with appropriate bolts, nuts, and washers. Breakaway hardware shall include appropriate bolts, nuts, washers, shims, and bolt retainer plates. All items shall be based on quantities required per post according Oklahoma Traffic Standard FGS2-1-01 and Specifications for Highway Construction.

III. SQUARE TUBE POSTS (721.03)

Vendors must provide square tube posts made from new hot-rolled carbon sheet steel, structural quality, ASTM A1011. Provide a finish that is in-line, hot-dip galvanized zinc coating in accordance with AASHTO M120, followed by a chromate conversion coating, and a clear organic exterior coating. Provide post with 7/16 in [11.1 mm] diameter holes or perforated holes spaced 1 in [25.4 mm] on center along the center of each of the four sides.

IV. FLANGE CHANNEL POSTS (721.04)

Vendors must provide new galvanized flange channel posts of the size shown on the plans and in accordance with AASHTO M270, Grade 36. Galvanize posts in accordance with AASHTO M111 after cutting, punching, or drilling holes.

V. BOLT ON SOIL STABILIZATION PLATE FOR PSST ANCHORS

The soil stabilizing plate shall be fabricated from 10 gauge (0.135") pre-galvanized steel sheet. The overall fabricated dimensions shall be 9" wide x 13" tall and shall be formed to fit around the outside of the square anchor with the top two corners clipped 3" x 3" to prohibit sharp corners from protruding through the soil. 6 each 7/16" x 7/8" vertical slots shall be punched (two at 1/2" from top, two at 1/2" from bottom of wing, and two located 4" from the bottom set of slots) positioned in such a manner as to fit 1-3/4" through 2-1/2" perforated square steel tube with the aid of a minimum of two each 90 degree corner bolts and nuts (purchased separately). When attached, top of soil stabilizer plate shall be flush with the top of the anchor.

VI. MULTI AXIS SOIL STABILIZING ANCHOR BASE (COMBINATION ANCHOR WITH 4 ORTHOGONAL SOIL WINGS)

The four soil stabilizing wings shall be fabricated from 12-gauge (0.105") G-90 pre-galvanized steel sheet. Each soil wing shall be 4" x 10" x 10-3/4" diagonal and shall be welded one each to each the corners of the square anchor, beginning 5" from the top end of the 2-1/2" x 12 gauge perforated square steel tube. The omni-directionally anchor shall accommodate a 2-1/4" x 14-gauge PSST signpost and shall attach using 90-degree corner bolt and nut (purchased separately).

C. DELINEATORS

I. DELINEATOR SPECIFICAITONS

Specifications for delineators can be found at the following hyperlinks:

SSP1-1-02: Square Tube Posts Detail.

FGS1-1-00: Standard Footings for Ground Mounted Signs (Galvanized Pipe).

FGS2-1-01: Standard Footings for Ground Mounted Signs (Galvanized Wide Flange).

II. UFLEX DELINEATOR: ROUND POST WITH 360-DEGREE REFLECTIVITY AND FLEXIBILITY

Post height: Custom cut from 18" to 48" with post diameter 3" OD post.

Standard Post Colors: White, Black, Amber (yellow), and Orange

Available Base Colors: White, Black, Amber (yellow), and Orange

III. SHUR-FLEX PEDESTRIAN SAFETY (YIELD)

R1-6 14" Base

48" x 2.25" OD, High Density Thermo Plastic

Available Base Colors: Black, White, Yellow

Available Post Colors: Black, White, Yellow, Green, Orange, Brown, Red, and Blue.

IV. SHUR-FLEX PEDESTRIAN SAFETY (YIELD)

R1-6 & S4 3P 14" Base

48" x 2.25" OD, High Density Thermo Plastic

Available Base Colors: Black, White, Yellow

Available Post Colors: Black, White, Yellow, Green, Orange, Brown, Red, and Blue.

**V. 8" TRAFFIC BARRIER CUP MOUNT DELINEATOR WITH 2 EACH=
¼" ANCHORS, DOUBLE SIDED**

Colors: Yellow or White

Model # GQ8WR1-D

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms ("General Terms") is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State's prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier's performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the

Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5 Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1 Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.
- 2.2 Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:
 - A. any Addendum;
 - B. any applicable Solicitation;
 - C. any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
 - D. the terms contained in this Contract Document;
 - E. any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
 - F. any statement of work, work order, or other similar ordering document as applicable; and
 - G. other mutually agreed Contract Documents.
- 2.3 If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or

Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

- 2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

- 3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 **Addendum** means a mutually executed, written modification to a Contract Document.
- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debaring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

7.1 Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C. Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F. Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F. Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G. Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H. Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I. Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J. Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, "record" includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, 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. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier 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 or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-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.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to

the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

13.4 All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.

- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A. With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B. Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C. The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.
- 18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

- 18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

- 19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.
- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

20.1 Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay

or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A. No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B. The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C. The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D. The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

ATTACHMENT C

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1 The Contract is a Mandatory contract.
- 1.2 The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1 Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2 Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3 Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all Acquisitions under a statewide contract. The payment of such fee will be calculated for all Acquisitions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, Acquisitions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract

using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were Acquisitions under the Contract during the applicable quarterly reporting period.
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter.
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31.
 - b.** April 01 through June 30.
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:
 - a.** Procuring entity.
 - b.** Order date.
 - c.** Purchase Order number or note that the Acquisition was paid by Purchase Card.
 - d.** City in which products or services were received or specific office or subdivision title.
 - e.** Product manufacturer or type of service.
 - f.** Manufacturer item number, if applicable.
 - g.** Product description.

- h.** General product category, if applicable.
- i.** Quantity.
- j.** Unit list price or MSRP, as applicable.
- k.** Unit price charged to the purchasing entity; and
- l.** Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
Will Rogers Building
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.



Solicitation#: 0900000494		Solicitation Issue Date: 04/26/2021	
DUE DATES AND TIME (CENTRAL STANDARD TIME):			
<p>Bid Response: 3:00 p.m. on 05/27/2021¹</p> <p>Request for administrative review: 3:00 p.m. on 05/07/2021</p> <p>Questions: 3:00 p.m. on 05/13/2021</p>			
CONTRACT TYPE:			
Agency: <input type="checkbox"/>	Statewide: <input checked="" type="checkbox"/>		Contract Number <u>SW0761</u>
Agency Name/Number _____			
SOLICITATION TYPE:			
<input checked="" type="checkbox"/> Request for Proposal	<input type="checkbox"/> Request for Quote	<input type="checkbox"/> Invitation to Bid	
Information technology Bidder Instructions are applicable:			
<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No		
Terms regarding sensitive data will be included in the Contract including, but not limited to:			
HIPAA _____	CJIS _____		
FERPA _____	OTHER _____		
1075 _____			
RETURN SEALED BID TO:		CONTRACTING OFFICER:	
<u>OMESCPeBID@omes.ok.gov</u>		<p>Name: Cini Zacharia Email: <u>cini.zacharia@omes.ok.gov</u> Phone No. 405-522-9078</p>	

¹ Amendments may change the Bid Response Due Date (read "Amendments" in these Bidder Instructions)
09/01/2020

Oklahoma Office of Management and Enterprise Services Bidder Instructions

Information related to the Bid submission process is contained in these Bidder Instructions. **Prospective Bidders are urged to read the documents provided by the State and these Bidder Instructions carefully. Failure to do so shall be at the Bidder's risk.**

1 Definitions

The following terms, when used in these Bidder Instructions, shall have the following meanings:

- 1.1 **Alternate Bid** means a Bid which contains an intentional substantive variation to a basic provision, specification, term or condition.
- 1.2 **Amendment** means a written change, addition, correction or revision to terms, conditions or requirements by the State agency issuing the Solicitation.
- 1.3 **BAFO** means a best and final offer requested by the State agency issuing the Solicitation.
- 1.4 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 1.5 **Bidder** means an individual or business entity that submits a Bid in response.
- 1.6 **Bid Packet** means the order described in these Bidder Instructions in which all Bidders shall insert the relevant sections of a Bid and which shall be the format for all submitted Bids.
- 1.7 **OAC** means the Oklahoma Administrative Code.

2 Instructions Compliance

These Bidder Instructions are not part of the Contract; however, compliance with these Instructions is material to the determination of whether a Bid is responsive. Terms, requirements and specifications may be stated or phrased differently than in a previous solicitation irrespective of past interpretations, practices or customs. Bid requirements are altered only by written Amendment and verbal communications from any source whatsoever are of no effect. In no event shall the Bidder's failure to read and understand a term, condition or requirement in any of the documents provided by the State constitute grounds for a claim after award of the Contract.

3 Communications and Questions

The Contracting Officer listed on the Bidder Instructions Cover Page is the only individual the Bidder should contact, or communicate with, regarding any questions or issues with the Acquisition. Failure to comply with this requirement may result in the Bid being considered non-responsive or not considered for further evaluation.

3.1 General Questions

- A. Questions should be concise, identify the relevant document, include specific section references and avoid use of tables or special formatting (use simple lists).

B. Information Technology Bids

- i If information technology Bidder Instructions are applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications or requirements online. Questions received via any other means will not be addressed.
- ii Registration with the State of Oklahoma for wiki access is located at <https://omes.ok.gov/forms/wiki-enrollment-it-procurement>. Access should be requested at least five (5) business days prior to the Questions Due Date. The State is not responsible for a Bidder's lack of access to the wiki.

C. Non-Information Technology Bids

If information technology Bidder Instructions are not applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications or requirements to the Contracting Officer's email address shown on the Bidder Instructions Cover Page. Questions received via any other means will not be addressed.

3.2 Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of Bid information or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussion shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall submit such clarifications in writing to the Contracting Officer. Bidder answers that are outside scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential Bidder are not binding.

4 Administrative Review

- 4.1** A Bidder that believes the Contract or Bid requirements or specifications, or Bid Response Due Date, are unnecessarily restrictive or limit competition may email a request for administrative review to the Contracting Officer. A request received via any other means will not be addressed. The State shall promptly respond in writing to each written administrative review request, and where appropriate, issue a revision, substitution or clarification through an Amendment. Requests for administrative review shall include the reason for the request, supported by information, and any proposed changes.
- 4.2** If a Bidder fails to notify the Contracting Officer of an ambiguity, conflict, discrepancy, omission or other error in any of the documents provided by the State that is known to Bidder, or that reasonably should be known by Bidder, the Bidder accepts the risk of submitting a Bid and, if awarded the Contract, shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

5 Amendments

- 5.1 Any Amendment shall be set forth at the same online link as the Solicitation.
- 5.2 It is the Bidder's responsibility to check the State's website frequently for any possible Amendments that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete a Bid.

6 Confidentiality Request

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 after contract award pursuant to OAC 260:115-3-9². However, a public Bid opening does not make the Bid immediately accessible to the public. All material submitted by a Bidder becomes the property of the State. No portion of a Bid shall be considered confidential after award of the Contract except, pursuant to 74 O.S. §85.10, information in the Bid determined to be confidential by the State Purchasing Director or delegate. Typically, a properly submitted confidentiality claim of a potential awardee is reviewed and determined prior to award; a properly submitted confidentiality claim of a **non-awarded Bidder** is reviewed and determined only when responding to an open records request concerning the Bid. Additional information regarding information considered confidential by a Bidder is provided in Section 8.2.C below.

7 Acceptance of Content

Unless otherwise provided in Section Four of a Bidder's response, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all State terms and conditions relating to the Contract. Upon award of a contract, such terms and conditions, as may be amended by the Bid after negotiation, shall become contractual obligations between the parties.

8 Required Bid Structure

8.1 Preparation of Bid

- A. The Bid is required to be structured into separate, labelled and easily identifiable sections using the Bid Packet format provided below. A Bid submitted using any other format may not be accepted. Except for items listed in Section Three of the Bid Packet (information requested to be held confidential), the Bid should not contain duplicative content. Any section of the Bid Packet that is not applicable to the Bid shall have a page inserted to denote the section is not applicable. For instance, if business references are not required, the Bid should contain a page after the "Business References" section heading that reads "Not Applicable", "N/A" or some similar notation.
- B. The Bid will be evaluated using a best value criteria, based on the following:
 - i Pricing
 - ii Reference and Experience and
 - iii Technical Specification.

² OAC 260:115-3-9 is located at <http://www.oar.state.ok.us/oar/codedoc02.nsf/frnMain?OpenFrameSet&Frame=Main&Src=75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctjjujrgcln50ob7ckj42tbkdt374obdci00>

- C. As referenced in subsection 8.2.H, the Bid shall show the ability of the Bidder to meet or exceed the following mandatory specifications:
 - i. The portion of the Bid to be inserted in this section shows the ability of the Bidder to meet or exceed any Acquisition specifications and requirements.
 - ii. Model Number: Model number must be completed on each line item.
- D. As referenced in subsection 8.2.I, pricing shall be proposed using the Exhibit titled price.
- E. As referenced in subsection 8.2.I, pricing shall be proposed as price per each item.
- F. As referenced in subsection 8.2.I, pricing shall be proposed using model number for each line item.
- G. As referenced in subsection 8.2.J, value-added products and/or services within scope of the Acquisition may be included in the Bid.
- H. As referenced in subsection 8.2.L, three (3) business references are required to establish that a Bidder has successful implementation experience. References must be for companies that have completed projects of same or similar scope as the scope outlined in Exhibit 1. Contact information must include the name of the point of contact for the reference, email address and phone number. OMES is not responsible for an undeliverable email or a non-responsive reference.
- I. As referenced in subsection 8.2.M, the following additional company information is required to be included in the Bid:
 - i Length of time the Bidder has been in business;
 - ii A brief description of the company;
 - iii Company size and organization;
 - iv The number of years the Bidder has been providing products and/or services of the type requested; and
 - v The core competency of the company;
- J. As referenced in subsection 8.2.N, if a third-party vendor is included as part of a submitted Bid, following information is required to be included in the Bid for each such third-party vendor:
 - i Company history.
 - ii Relationship to Bidder.
 - iii Clients for which the two entities have worked together.
 - iv Products and/or services proposed to be provided by the third-party vendor and how those products and/or services interface with the Bidder's solution.

8.2 Bid Packet Format

- A. **Section One: Cover Page**
Provide a dated cover page or transmittal letter that identifies the Solicitation and the Bidder and provides Bidder contact information.
- B. **Section Two: Required Forms, Certifications and Disclosures**
 - i Completed "Responding Bidder Information" form set forth and accompanying required documentation.
 - ii Completed "Certification for Competitive Bid and Contract" form.

- iii Bidder shall additionally provide in this section of its Bid, disclosure of (1) any public contract terminated by a governmental entity or suits or claims against the Bidder for failure to perform in connection with a public contract (including any company which a Bidder has merged with or acquired that will be performing services or providing products if awarded the Contract); (2) any contractual relationship or any other relevant contact with any State personnel or another Bidder or Supplier involved in the development of a Bidder's response to the Solicitation; (3) the name of any officer, director or agent of the Bidder who is also an employee of the State or any of its agencies; (4) the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder firm or any of its branches and (5) any activity or interest that conflicts or may conflict with the best interest of the State, including but not limited to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Any conflict of interest shall, in the sole discretion of the State, be grounds for rejection of the Bid or partial or whole termination of the Contract.
- iv Certificate of Insurance and Workers' Compensation form.
- v Completed Vendor Payee form.
- vi Any information requested in connection with subcontractors a Bidder proposes to use in performance of the resulting contract.
- vii Signed Amendment(s), if any, located at the same online link as the Solicitation.

The Bidder shall acknowledge agreement with each Amendment, if any, by inserting the Amendment in this section, signed by or on behalf of the Bidder.

C. Section Three: Bid Portions Requested to be Held Confidential

- i Any portion of the Bid that the Bidder requests be held confidential shall be listed in this section for independent review regarding confidentiality. For example: "the portion of Section 8 titled Member Satisfaction Survey". However, the Bid should not be broken apart such that the information requested to be held confidential is only found in this section; rather, such content should be included in the Bid in applicable sections, for efficient evaluation.
- iii For each portion of the Bid listed as considered confidential, the Bidder must identify the specific information considered confidential and fully comply with **OAC 260:115-3-9³ which additionally requires a Bidder to enumerate the specific grounds, based on applicable laws which support treatment of the information as exempt from disclosure and explain why disclosure is not in**

³ OAC 260:115-3-9 is located at <http://www.oar.state.ok.us/oar/codedoc02.nsf/frnMain?OpenFrameSet&Frame=Main&Src=75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00>

the best interest of the public. Additional information regarding information considered confidential by a Bidder is provided in Section 6 above.

- iv A Bid marked in total, as proprietary and/or confidential shall not be considered confidential. Likewise, unless specifically referenced otherwise, resumes, pricing, marketing materials, business references, Voluntary Product Accessibility Templates, additional terms proposed by a Bidder and subcontractor information are not confidential and are not exempt from disclosure under the Oklahoma Open Records Act. The foregoing list is intended to address information often marked confidential that is not exempt from disclosure and is not an exhaustive list.

- v **ANY INFORMATION MARKED AS CONFIDENTIAL AND EMBODIED ELSEWHERE IN A BID RATHER THAN LISTED IN THIS SECTION OF THE BID PACKET WILL NOT BE CONSIDERED CONFIDENTIAL AND WILL BE SUBJECT TO DISCLOSURE WITHOUT FURTHER REVIEW. THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR A CONFIDENTIALITY CLAIM. LIKEWISE, CONFIDENTIALITY CLAIMS OF A BIDDER WILL NOT BE CONSIDERED IF A BID DOES NOT COMPLY WITH REQUIREMENTS OF OAC 260:115-3-9 AND THE INFORMATION WILL BE SUBJECT TO DISCLOSURE PURSUANT TO STATE LAW.**

D. Section Four: Requested Exceptions to Terms

- i Any requested exception or revision to terms or conditions provided by the State shall be inserted in this section using the table provided at the end of these Bidder Instructions. If no exceptions or revisions are requested, the Bid should reflect that by either submitting the table with no additions to it or by inserting a page to denote this section is not applicable. Each requested exception or revision shall identify (i) the document and section reference of the specific affected term and (ii) either that the term is inapplicable and should be intentionally omitted or offer alternative language if the Bidder is requesting revision of the term. Some examples are provided on the table for illustrative purposes only and, if not deleted in a submitted Bid, will be disregarded.

- ii Use tracked changes to propose alternative language, added language or other revision. Requests not shown as tracked changes may be returned to the Bidder for compliance with this requirement and review will be delayed as a result.

- iii Each entry on the exceptions table must reference only one subsection or section (if there are no subsections). Including multiple subsections in one entry may result in the table being returned to the Bidder for compliance with this requirement and review will be delayed as a result.

- iv A clarification question is not an exception and any clarification included in this section will be disregarded.

- v If the Bid contains a copy of **master** terms between the Bidder and the State that the Bidder believes are applicable to the Acquisition, the Bidder need not take

exceptions to the General Terms; however, the remainder of terms and contents of a document provided by the State including, without limitation, all attachments, appendices and exhibits remain applicable and are not supplanted by such **master** terms. Therefore, any exception to terms in the Solicitation or any other document related to the Acquisition, other than General Terms, must be included in this section as an exception.

- vi **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR EXCEPTIONS AND ANY EXCEPTION EMBODIED IN ANOTHER SECTION OF THE BID OR IN A FORMAT OTHER THAN THE PROVIDED TABLE WILL NOT BE CONSIDERED. LIKEWISE, AN EXCEPTION EXPRESSING ONLY GENERAL DISAGREEMENT WITH A TERM OR A GENERAL EXCEPTION TO ANY STATE TERMS OR CONDITIONS, WITHOUT SUGGESTED ALTERNATIVE WORDING OR IDENTIFYING THAT THE TERM SHOULD BE INTENTIONALLY OMITTED, WILL NOT BE CONSIDERED.**

E. Section Five: Additional Bidder Terms

Any additional terms that the Bidder requests be applicable to the Contract shall be inserted in this section and shall be provided in Word format. **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR ADDITIONAL TERMS AND ANY SUCH TERMS NOT SUBMITTED IN THIS SECTION OF THE BID SHALL NOT BE CONSIDERED.** Should a Bidder be awarded a Contract, neither the State nor a customer shall be required to execute additional documents not included in a Bid. For example, if a Bidder typically uses an ordering document in connection with an acquisition, the ordering document template shall be included in the Bid.

F. Section Six: Master Terms between Bidder and State

A copy of any master terms, mutually executed by the Bidder and the State, that the Bidder believes are applicable to the Acquisition shall be inserted in this section. Any master terms not submitted in this section of the Bid shall not be considered.

G. Section Seven: Executive Summary

The Bidder's executive summary shall be inserted in this section. Marketing information, general company information and other similar information should be included in the executive summary. Avoid duplication of such information in other sections of the Bid; it unnecessarily lengthens the Bid and hinders efficient evaluation.

H. Section Eight: Response to Specifications and Requirements

- i The portion of the Bid to be inserted in this section shows the ability of the Bidder to meet or exceed any Acquisition specifications and requirements.
- ii Model Number: Model number must be completed on each line item.

I. Section Nine: Pricing

Pricing associated with the Bid shall be inserted in this section and shall be in the required structure set forth above in Subsection 8.1, if any.

J. Section Ten: Offer of Value-Added Products and/or Services

If a Bid includes an offer of value-added products and/or services, such offer shall be inserted in this section and include associated pricing and any other information relevant to such value-added offer. However, the State is not obligated to purchase value-added products or services.

K. Section Eleven: Financial Information

Any required financial and associated information shall be inserted in this section.

L. Section Twelve: Business References

Any required business references and associated information shall be inserted in this section

M. Section Thirteen: Additional Company Information

Any required additional company information shall be inserted in this section.

N. Section Fourteen: Third Party Vendor Information

Any required additional third party vendor information shall be inserted in this section.

9 Submission of Bid

9.1 IT IS THE BIDDER'S SOLE RESPONSIBILITY TO SUBMIT INFORMATION IN THE BID AS REQUESTED AND IN COMPLIANCE WITH THE OKLAHOMA CENTRAL PURCHASING ACT AND ASSOCIATED OAC TITLE 260 RULES⁴ INCLUDING WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11⁵. A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Bidder Instructions.

9.2 A Bid shall be submitted via email solely to OMESCPeBID@omes.ok.gov. Please note that it is possible a Bidder's email system may have limitations on the size of outgoing email attachments and plan accordingly for the entire Bid to be received by the Bid Response Due Date and Time. A Bid emailed directly to or cc'd to the Contracting Officer will not be reviewed by the Contracting Officer. In person, commercial carrier or facsimile submittals shall not be accepted. The subject line of the email Bid shall contain the following: Attention: [insert Contracting Officer name]; Solicitation Number and Bid Response Due Date and Time. The State is not responsible for incorrect link information or its inability to access a submitted Bid. Receipt of a Bid will generate an automatic notice that the Bid is received; if a Bidder believes a Bid has been sent but has not received a notice of receipt, the Bidder

⁴ Oklahoma Administrative Code Title 260, Chapter 115 is located at <http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00>

⁵ OAC 260:115-3-7 and OAC 260:115-3-11 are located at <http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00>

should contact the Contracting Officer at the email or phone number shown on the Bidder Instructions Cover Page. Receipt of the Bid by the State is the responsibility of the Bidder.

- 9.3 Unless otherwise specified in the Solicitation, (i) manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for informational purposes and not intended to limit competition and (ii) a Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). Bidder shall offer new items of current design and technology unless the State specifies older models or versions, or used, reconditioned, or remanufactured products are acceptable. Warranties in either case should be the same. However, if a Bid is based on equivalent products, the Bid is required to state the manufacturer's name and number. The Bid shall also explain in detail how the proposed equivalent will meet the specifications and not be considered an exception thereto.
- 9.4 Reference to literature submitted with a previous Bid shall not satisfy a specification or requirement associated with the present Bid. Any previous solicitation or resultant contract shall not be depended upon, perceived or interpreted to have any relevance to the present Bid.
- 9.5 Bids shall remain a firm offer for a minimum of one hundred twenty (120) days after the Bid Response Due Date. Any usage amounts provided by the State are estimates and are not guaranteed to be purchased.
- 9.6 Unless specified otherwise, a Bidder shall submit a firm, fixed price for the term, including optional renewal terms, of the Contract. The Bidder guarantees unit prices to be correct.
- 9.7 In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price. Travel expenses include, but are not limited to, transportation, lodging and meals. Examples of other miscellaneous travel expenses are referenced in §10.14 of the Statewide Accounting Manual⁶.
- 9.8 A Bid containing early payment discounts may be evaluated when making an award. If a Bidder wishes to offer an early payment discount, the Bid must include available discount percentages for no less than ten (10) days payment, increasing in five (5) day increments up to thirty (30) days. The discount percentages shall be expressed in a half or whole percentage, with the minimum discount percentage being 0.5%. The State is not obligated to utilize an offered discount.
- 9.9 All costs incurred by the Bidder for Bid preparation and participation shall be the sole responsibility of the Bidder and the Bidder shall not be reimbursed for any such costs. By submitting a Bid,

⁶ Statewide Accounting Manual is located at <https://omes.ok.gov/sites/g/files/gmc316/f/StatewideAccountingManual.pdf>.

Bidder agrees not to make any claims for damages or have any rights to damages in connection with the Bid.

- 9.10 For consistency of contract structure, certain State terms may be marked "Intentionally Omitted". If so, no response is expected.
- 9.11 After review of a Bidder's submitted documents and information, the State may require additional terms for an Acquisition in which State or citizen data will be accessed, processed, stored or transmitted by a Supplier.
- 9.12 Each Bid is required to include relevant information for a designated contact to receive notice, approvals and requests.

10 Bid Withdrawal, Bid Change and Alternate Bid

- 10.1 Except as authorized by the State Purchasing Director after proof by the Bidder that a significant error by the Bidder exists in the Bid, a Bid may not be withdrawn after the Bid Response Due Date and Time. If the Bidder wishes to withdraw a Bid prior to the Bid Response Due Date and Time, the Bidder shall submit a written withdrawal request to the State Purchasing Director in accordance with OAC 260:115-3-13⁷ at the email address listed in Section 9 above.
- 10.2 Except as requested by the State, a Bid may not be changed after the Bid Response Due Date and Time. If the Bidder needs to change a submitted Bid prior to the Bid Response Due Date and Time, the Bidder shall withdraw the originally submitted Bid and a new Bid shall be submitted to the State by the Bid Response Due Date and Time in accordance with Section 9 and include the following statement on the superseding Bid cover page: **"THIS BID SUPERSEDES THE BID PREVIOUSLY SUBMITTED" AND "SUPERSEDING BID" MUST APPEAR IN THE SUBJECT LINE OF THE EMAIL.**
- 10.3 A Bidder may submit one or more Alternate Bids. Any Alternate Bid submitted shall be a complete Bid and shall be clearly identified as an Alternate Bid in the subject line of the email. If more than one Alternate Bid is submitted, the identification in the email subject line shall refer to Alternate Bid 1, Alternate Bid 2, etc.

11 Bid Rejection

- 11.1 The Bidder's failure to submit required information may cause its Bid to be rejected. Additionally, a Bid received after the Bid Response Due Date and Time **SHALL BE DEEMED NON-RESPONSIVE AND SHALL NOT BE CONSIDERED unless the State Purchasing Director has authorized acceptance of Bids due to a significant error or incident that occurred which**

⁷ OAC 260:115-3-13 is located at <http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00>.

affected the receipt of a Bid.⁸ Failure to comply with these Bidder Instructions may result in the Bid being disqualified from evaluation.

- 11.2 A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements. Other possible reasons for rejection of Bids are listed in OAC 260:115-3-5 and 260:115-7-32(h)⁹.
- 11.3 Attempts to impose unacceptable conditions on the State or impose alternative terms not in the best interest of the State may result in rejection of the Bid even if initially determined to be responsive or the State may cease any negotiations regarding the Bid.
- 11.4 Whenever the terms “shall”, “must”, “will”, or “is required” are used, the specification being referred to is a mandatory specification. Failure to meet any mandatory specification may cause rejection of a Bid.
- 11.5 Whenever the terms “can”, “may”, or “should” are used, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

12 Bid Public Opening

There will be no physical Bid openings. A public Bid opening, **which will disclose the name of each Bidder and no further information**, will be conducted on a per request basis via Zoom provided the Contracting Officer receives a written request no later than forty-eight (48) hours prior to the Bid Response Due Date and Time. Zoom information will be provided to anyone requesting a public Bid Opening.

13 Evaluation

- 13.1 A responsive Bid will proceed to the evaluation process. Unless the Solicitation specifies that “best value” criteria will be used to determine award, Bids shall be evaluated on “lowest and best” criteria.
- 13.2 Pursuant to OAC 260:115-7-32, Bidder past performance as a Supplier may be considered when evaluating a Bid.
- 13.3 Pursuant to 74 O.S. §85.44E, a Bid submitted by a service-disabled veteran business that does business in Oklahoma or maintains an Oklahoma office or place of business will be given a three-percentage point bonus preference in scoring the Bid.
- 13.4 The State reserves the right to require demonstrations, clarifications and additional documentation from any or all responding Bidders. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder’s team and to respond to questions regarding the Bid prior to award.

14 Competitive Negotiations of Offers

- 14.1 The State reserves the right to negotiate with none or one or more Bidders responding to the Solicitation and may negotiate any or all content of the Bid to obtain the best value for the State.

⁸ OAC 260:115-3-11

⁹ OAC 260:115-3-5 and 260:115-7-32 is located at:

<http://www.oar.state.ok.us/oar/codedoc02.nsf/frnMain?OpenFrameSet&Frame=Main&Src=75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00>

Negotiations may be conducted in person, in writing or by electronic means and shall only be conducted with potentially acceptable Bids.

- 14.2 Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State's risks. The State shall consider all issues arising from the Bid to be negotiable and will not be artificially constrained by Bidder internal corporate policies. Firms that contend a lack of flexibility because of corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered.
- 14.3 In the event of prolonged contract negotiations due to the number and/or significance of exceptions taken, lack of Bidder responsiveness or other failure to close contract negotiations, the State may, in its discretion, offer a successful Bidder a shorter contract term.
- 14.4 Terms, conditions, prices, methodology, or other features of the Bid 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 Bid.
- 14.5 Requirements and any terms marked as non-negotiable after the section title shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements or terms is in the best interest of the State.
- 14.6 The State may request a BAFO and shall determine the scope and subject of any BAFO request. However, the Bidder should not expect an opportunity to otherwise strengthen its Bid and should submit its best Bid based on requirements herein. Any information offered outside the scope of the BAFO request will be disregarded.

15 Award of Contract

- 15.1 The State 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 to be in the best interest of the State.
- 15.2 In order to receive an award or payments from the State, a Bidder must be registered **as both a Bidder and as a Supplier** and must maintain the registration prior to any Contract renewal term. The registration process may be completed electronically at the following link: <https://omes.ok.gov/services/purchasing/vendor-registration>.
- 15.3 Pursuant to Oklahoma Attorney General Opinion No. 06-23, any Bidder that has assisted in preparing the Solicitation or developing the procurement terms, either directly or indirectly, is precluded from being awarded the Contract or from securing a sub-contractor that has provided such services.
- 15.4 Prior to award, the State may choose to request information from the Bidder to demonstrate its financial status and performance. If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company may also be required.

The State reserves the right, in its sole discretion, to determine a Bidder's financial status and to withhold award to a Bidder who is not deemed financially responsible.

- 15.5** A notice of award may be in the form of a purchase order or other payment mechanism or in the form of a mutually executed contract.

**BID PACKET SECTION FOUR: REQUESTED EXCEPTIONS TO TERMS
SOLICITATION NO. [0900000494]**

Term & Section	Language
General Terms, Pricing (Section 5.2, pg. 7) EXAMPLE	Section 5.2 is deleted in its entirety and replaced with the following: Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price. Travel expenses include, but are not limited to, lodging, transportation and meal expenses.
Information Technology Terms, Appendix 1, Data Security (Section B.2, pg. 12) EXAMPLE	Section B.2 shall be modified to add the following: Customer is responsible for Personal Data encryption when solely in the Customer's possession.
Information Technology Terms, Source Code Escrow (Section 9, pg. 5) EXAMPLE	Section 9 is deleted in its entirety.

RFP#0900000494

Exhibit 2 : Price sheet

Item Id#	Description	Size/Gauge	MODEL #
	SW0761 : Sign Posts and Hardware		
1000029827	POST SET: Delineator Posts, 48 Driveable	yellow post with 1 Each-3 x 9 Yellow Reflective Sheet (HIP)	
24251	POST SET: Delineator Posts, 48 Driveable	white post with 1 Each-3 x 9 White Reflective Sheet (HIP)	
1000029479	POST SET: Delineator Posts, 48 Driveable	white post, bi-directional, with 2 Each-3 x 9 White Reflective Sheet (HIP)	
1000029480	POST SET: Delineator Posts, 48 Driveable	yellow post, bi-directional, with 2 Each-3 x 9 Yellow Reflective Sheet (HIP)	
1000029817	POST SET: Surface Mount Delineator Posts	36 white post, round top with 2 Each 3 x 8 White Reflective Wraps (HIP)	
1000029818	POST SET: Surface Mount Delineator Posts,	36 yellow post, round top with 2 Each 3 x 8 Yellow Reflective Wraps (HIP)	
1000028598	JOINT: Square to Round/SD0003	(part of ShurFlex 48 Driveable Delineator & 36 Surface Mount Delineator)	
1000029821	POST PARTS: 48 Driveable Replacement Post,	white post with 1 each-3 x 9 white reflective sheet (HIP)	
1000029822	POST PARTS: 48 Driveable Replacement Post, Bi-directional,	white post with 2 each-3 x 9 white reflective sheet (HIP)	
1000029823	POST PARTS: 48 Driveable Replacement Post,	yellow post with 1 each-3 x 9 yellow reflective sheet (HIP)	
1000029824	POST PARTS: 48 Driveable Replacement Post,	Bi-directional, yellow post with 2 each-3 x 9 yellow reflective sheet (HIP)	
1000029835	BOLT: Washer & Lock Nut 5/16 x 2 3/4		

1000028602	COTTER & PIN:Clevis Pin & Hairpin Cotter 3/8 x 2 1/4		
1000029841	BASE:7x10 with 3/8 L-Pin, Flat Surface Mount		
1000029842	BASE:7x10 for Sloped Surfaces		
1000029837	JOINT: T-Joint for Sloped Surface Mount Base		
1000028607	POST PARTS: 36 Surface Mount Replacement Post,	White post, Round Top with 2 each 3 x 8 white reflective wraps (HIP)	
1000028606	POST PARTS: 36 Surface Mount Replacement Post,	Yellow post, Round Top with 2 each 3 x 8 yellow reflective wraps (HIP)	
1000029836	BOLT: Anchor, Washer & Nylon Plug.	4 each required per Surface Mount Base	
1000029843	BUTYL PAD: 8x8 pads, 80 per box, will apply 26 surface mounts		
1000029860	CHANNELIZING SYSTEM: 40 Shur-Curb Traffic Seperator,	36 White Super Post with Round Top, 2 each Wraps of 3x8 White 3310 HIP Sheeting, Shur-Flex joint, 1 each 5/16 x 2 3/4 Flange, Bolt & Lock Nut. 3/8x3 Pin with Ring, 6 each 1/2 x 3 1/2 Hex Anchor Bolts,	
1000029861	CHANNELIZING SYSTEM: Replacement	40 Shur-Curb, White section with 2 each White/Red RPM's, 6 each Anchor Bolts with Nylon Plugs	

1000029862	CHANNELIZING SYSTEM:	40 Shur-Curb Traffic Separator, 36 Yellow Super Post with Round Top, 2 each Wraps of 3x8 Yellow 3311 HIP Sheeting, Shur-Flex joint, 1 each 5/16 x 2 3/4 Flange, Bolt & Lock Nut. 3/8x3 Pin with Ring, 6 each 1/2 x 3 1/2 Hex Anchor Bolts Replacement, 40 Shur-Curb, Yellow section with 2 each Yellow RPM's, 6 each Anchor Bolts with Nylon Plugs	
1000029863	CHANNELIZING SYSTEM:		
1000029819	ANCHOR:	2 x 12 ga. x 24 (Footing for Shur-Flex Driveable Delineator)	
	8" Traffic Barrier Cup Mount Delineator with 2 each 1/4" x 2" anchors. Yellow or white		
	17" Concrete Traffic Barrier Cup Mount Delineator with 2 each 1/4" x 2" anchors. Yellow or white.		
	Cable Barrier Delineator for Tubular Posts includes self-tapping screws		
	Cable Barrier Delineator for Beam Posts, including beam clamps.		
	Cable Barrier Delineator for use with Beam posts, short including beam clamps.		
	Shur-Tite Drivable 12" x 36" (Right) Panel		
	Shur-Tite Surface Mount 12" x 36" OM3 (Left) Panel		

	Shur-Tite Surface Mount 10" x 24" OM3 (Center) Panel		
	Shur-Tite Drivable 10" x 24" OM3 (Right) Panel		
	Shur-Tite Drivable 10" x 24" OM3 (Left) Panel		
1000029851	DELINEATOR:	Wood post, 19 guardrail delineator with 1 each 3 x 3 tab of white HIP sheeting. Includes 2 each lag bolts for installation	
1000029852	DELINEATOR:	Wood post, 19 guardrail delineator, bi-directional with 2 each 3 x 3 tab of white HIP sheeting. Includes 2 each lag bolts for installation	
1000029853	DELINEATOR	Wood post, 19 guardrail delineator with 1 each 3 x 3 tab of yellow HIP sheeting. Includes 2 each lag bolts for installation	
1000029854	DELINEATOR:	Wood post, 19 guardrail delineator, bi-directional with 2 each 3 x 3 tab of yellow HIP sheeting. Includes 2 each lag bolts for installation	
1000029855	DELINEATOR:	Steel post, 19 guardrail delineator with 1 each 3 x 3 tab of white HIP sheeting. Includes 2 each self-tapping screws for installation	

1000029856	DELINEATOR:	Steel post, 19 guardrail delineator, bi-directional with 2 each 3 x 3 tab of white HIP sheeting. Includes 2 each self-tapping screws for installation	
1000029857	DELINEATOR:	Steel post, 19 guardrail delineator with 1 each 3 x 3 tab of yellow HIP sheeting. Includes 2 each self-tapping screws for installation	
1000029858	DELINEATOR:	Steel post, 19 guardrail delineator, bi-directional with 2 each 3 x 3 tab of yellow HIP sheeting. Includes 2 each self-tapping screws for installation	
1000029844	DELINEATOR:	Wood post, 33 guardrail delineator with 1 each 3 x 9 tab of white HIP sheeting. Includes 2 each lag bolts for installation	
1000029846	DELINEATOR:	Wood post, 33 guardrail delineator, bi-directional with 2 each 3 x 9 tab of white HIP sheeting. Includes 2 each lag bolts for installation	
1000029847	DELINEATOR:	Wood post, 33 guardrail delineator with 1 each 3 x 9 tab of yellow HIP sheeting. Includes 2 each lag bolts for installation	
1000029848	DELINEATOR:	Wood post, 33 guardrail delineator, bi-directional with 2 each 3 x 9 tab of yellow HIP sheeting. Includes 2 each lag bolts for installation	

1000029859	DELINEATOR:	Steel post, 33 guardrail delineator with 1 each 3 x 9 tab of white HIP sheeting. Includes 2 each self-tapping screws for installation	
1000029845	DELINEATOR:	Steel post, 33 guardrail delineator, bi-directional with 2 each 3 x 9 tab of white HIP sheeting. Includes 2 each self-tapping for installation	
1000029849	DELINEATOR:	Steel post, 33 guardrail delineator with 1 each 3 x 9 tab of yellow HIP sheeting. Includes 2 each self-tapping screws for installation	
1000029850	DELINEATOR:	Steel post, 33 guardrail delineator, bi-directional with 2 each 3 x 9 tab of yellow HIP sheeting. Includes 2 each self-tapping screws for installation	
New Item	DELINEATOR:	UFlex DELINEATOR: Round post with 360-degree reflectivity and flexibility.	
		Post height: Custom cut from 18" to 48" with post diameter 3" OD post.	
		Standard Post Colors: White, Black, Amber (yellow), and Orange	
		Available Base Colors: White, Black, Amber (yellow), and Orange	
New Item	Shur-Flex Pedestrian Safety (YIELD)	R1-6 14" Base	

			48" X 2.25" OD, High Density ThermoPlastic	
			Available Base Colors: Black, White, Yellow	
			Available Post Colors: White, Black, Green, Yellow, Orange, Brown, Red, and Blue	
New Item		Shur-Flex Pedestrian Safety (YIELD)		
			R1-6 & S4 3P \square 4" Base	
			48" X 2.25" OD, High Density ThermoPlastic	
			Available Base Colors: Black, White, Yellow	
			Available Post Colors: White, Black, Green, Yellow, Orange, Brown, Red, and Blue	
New Item		8" Traffic Barrier Cup Mount Delineator with 2 each= 1/4" anchors, Double Sided	Colors: Yellow or White	
		Bolt on Soil Stabilization Plate for PSST Anchors		
		Multi-Axis Soil Stabilizing Anchor w/4 orthogonal wings		
		Furnish shim, 0.012" thick, per T-141 & T-142		
		Furnish shim, 0.32" thick, per T-141 & T-142		
		Furnish shim, 0.32" thick, per T-141 & T-142		
		4" x 8ga Square Structural Steel Sign Post - galvanized		
		Complete Slip Base Assembly for 4" x 8ga Structural Post		
		Complete Hinge Assembly for 4" x 8ga Structural Post		
		Sign Post Clamp Kit for 4" x 8ga Structural Post		
		Closure Cap for 4" x 8ga Structural Post		

	Aluminum Sign Brace - 12' perforated -for 4" x 8ga Structural Post		
	Aluminum Sign Brace - 24' perforated -for 4" x 8ga Structural Post		
	Match Plate Hardware Kit for 4" x 8ga Structural Post		
	Hinge Repair Kit for 4" x 8ga Structural Post		
1000012345	TUBING: 1 3/4 - 14 Gauge Posts, Square, Structural		
1000012346	TUBING: 2 - 14 Gauge Posts, Square, Structural		
1000012347	TUBING: 2 1/4 - 14 Gauge Posts, Square, Structural		
1000012348	TUBING: 2 1/4 - 12 Gauge Posts, Square, Structural		
1000012349	TUBING: 2 1/2 - 12 Gauge Posts, Square, Structural		
1000007055	TUBING: 2 1/2" - 10 Gauge Posts, Square, Structural		
1000012350	TUBING: 2 3/16 - 10 Gauge Posts, Square, Structural		
1000012351	TUBING:Anchor Tube, 2 1/2 x 2 1/2 x 3/16 x 30 Long, Heavy Duty, Square, Structural Hardware (for 2 upright post)		
1000012352	TUBING:Anchor Tube, 3 x 3 x 3/16 x 30 Long, Heavy Duty, Square, Structural Hardware (for 2 1/2 upright post)		
1000012353	TUBING:Manual Drive Cap: 2 for Heavy Duty Anchors, Square, Structural Hardware		
1000012354	TUBING:Manual Drive Cap: 2 1/4 for Heavy Duty Anchors, Square, Structural Hardware		
1000007387	TUBING: 2 1/2" for Heavy Duty Anchors, Manual Drive Cap, Square, Structural Hardware		
1000012355	TUBING:Manual Drive Cap: 3 for Heavy Duty Anchors, Square, Structural Hardware		

1000007758	SIGN POST:Breakaway/A,Upright Post Only Rib Back,2lb/ft~A		
1000011025	SIGN POST: 2lb Bkwy/3'6lgth BsPst. Sign Posts (Breakaway type). Standards and supports 2.00 lb/ft base post (3 feet, 6 inch length) Price per each.		
1000011026	SIGN POST: Bkwy/Upright Pst. Sign Posts (Breakaway type). Standards and supports 2.50 lb/ft Upright Post Only.. Price per foot.		
1000011027	SIGN POST: 2.50lb Bkwy/3'6 lgth BsPst. Sign Posts (Breakaway type). Standards and supports 2.50 lb/ft base post (3 feet, 6 inch length) Price per each.		
1000007759	SIGN POST:Breakaway/A,Upright Post Only Rib Back,3lb/ft~A		
1000006985	SIGN POST:Breakaway/A,Base Post 3'6 Lgt,Rib Back,3lb/ft~A		
1000006124	SIGN POST:Breakaway/A,Upright Post Only Rib Back,4lb/ft~A		
1000006984	SIGN POST:Breakaway/ A,Base Post 3'6 Lgt,Rib Back,4lb/ft~A		
1000011028	SIGN POST: Space Bar. 3/4x5x0.50. 3/4 wide x 5 long x 0.50 thick. The 0.5 thick anodized spacer bar to be used with the 3 lb/ft and 4 lb/ft posts. SIGN POST:Lap Splice Spacer Bar/3/4W x 5 L x 0.375 Thick~3/4 wide X 5 long X 0.375 thick The 0.375 thick anodized spacer bar to be used with the 2 lb/ft and 2.5 lb/ft posts.		
1000007586			

1000002437	BOLTS:5/16inx1-12in hex grade 9 fully threaded~Fully Threaded 5/16 X 1-1/2 Grade 9 Plated Hex Head Bolts with Flat Washers and Grade 3 Flanged Plated Self-Locking Nuts 5/16-18 100/box		
1000005767	SIGN POST:Manual Driving Cap for Base Post		
1000011029	SIGN POST: 6' Del Post/g/vd/st. 6'0 Galvanized Steel Delineator Post (Hatshaped) Post Section - 1.12 lb/ft. to be drilled or punched in accordance with ODOT standards. Price per each		
1000011030	SIGN POST: 6'6 Del Post/g/vd/st. 6'6 Galvanized Steel Delineator Post (Hatshaped) Post Section - 1.12 lb/ft. to be drilled or punched in accordance with ODOT standards. Price per each.		
1000028640	SLIPBASE:Sq Post/Multi-Dir,Concrete(Complete Assembly) Includes Cast Top Section,Torque Less Hardware,Uni-Base for Concrete		
1000028641	SLIPBASE:Sq Post/Multi-Dir,Soil(Complete Assembly) Includes Cast Top Section,Torque Less Hardware,Uni-Base for Soil		
1000028647	TOP:Cast/Section,Sign post receiver that connects to the breakaway base		
1000028648	KIT:Hardware/Torque Less/Hardware to connect the sign post receiver to the breakaway base		
1000028649	UNI-BASE:For Concrete/Base for breakaway sign mounted in concrete		
1000028650	UNI-BASE:For Soil/Base for breakaway sign mounted in soil		

1000012356	TUBING: 1 3/4 - 12 Gauge Posts, Square, Structural			
1000012357	TUBING: 2 - 12 Gauge Posts, Square, Structural			
Other Items				
Parts not listed	Discount off Catalog price for items not listed	Vendors would then list their percentage %	Note: any parts that are not listed on this price sheet can be added under parts. for example : screws/nuts/washers/bolts	
Item #	Product Code	Description		
1				
2				
3				
4				
5				
Minimum order required? Yes No				
If "Yes", by weight in poundage? Yes No If Yes How many pounds? _____ pounds				
If Yes, by dollar amount? Yes No If Yes How much per order? \$ _____				
Please attach any comments you may have concerning your company's shipping procedures and costs involved.				

STATE OF OKLAHOMA
Sign Posts, Square Tubing Posts, Delineators

INSTRUCTIONS: If vendor is going to charge a credit card fees. If the bidder does not provide the pricing for credit c will pay credit card processing fees no greater than the lot amount. Verification of agreements with credit card comp

Credit Card Type

Visa, Mastercard, Amex, & Discover

Vendor Name:

processing fee, bidder must provide the pricing for credit card transaction processing
card transaction processing fees, the State will assume no such fee applies. The State
west of the actual processing fee incurred by Supplier or 2.5% of the transaction
panies must be provided upon request."

Credit card Transaction Processing Fees.

%

RFP#09000000494

Exhibit 2 : Price sheet

Item Id#	Description	Size/Gauge	MODEL #
	SW0761 : Sign Posts and Hardware		
1000029827	POST SET: Delineator Posts, 48 Driveable	yellow post with 1 Each-3 x 9 Yellow Reflective Sheet (HIP)	SD0031Y
24251	POST SET: Delineator Posts, 48 Driveable	white post with 1 Each-3 x 9 White Reflective Sheet (HIP)	SD0031W
1000029479	POST SET: Delineator Posts, 48 Driveable	white post, bi-directional, with 2 Each-3 x 9 White Reflective Sheet (HIP)	SD0032W
1000029480	POST SET: Delineator Posts, 48 Driveable	yellow post, bi-directional, with 2 Each-3 x 9 Yellow Reflective Sheet (HIP)	SD0032Y
1000029817	POST SET: Surface Mount Delineator Posts	36 white post, round top with 2 Each 3 x 8 White Reflective Wraps (HIP)	SF0140W
1000029818	POST SET: Surface Mount Delineator Posts,	36 yellow post, round top with 2 Each 3 x 8 Yellow Reflective Wraps (HIP)	SF0140Y
1000028598	JOINT: Square to Round/SD0003	(part of ShurFlex 48 Driveable Delineator & 36 Surface Mount Delineator)	SD0003
1000029821	POST PARTS: 48 Driveable Replacement Post,	white post with 1 each-3 x 9 white reflective sheet (HIP)	SD0035W
1000029822	POST PARTS: 48 Driveable Replacement Post, Bi-directional,	white post with 2 each-3 x 9 white reflective sheet (HIP)	SD0035WW
1000029823	POST PARTS: 48 Driveable Replacement Post,	yellow post with 1 each-3 x 9 yellow reflective sheet (HIP)	SD0035Y
1000029824	POST PARTS: 48 Driveable Replacement Post,	Bi-directional, yellow post with 2 each-3 x 9 yellow reflective sheet (HIP)	SD0035YY
1000029835	BOLT: Washer & Lock Nut 5/16 x 2 3/4		SD0051

1000028602	COTTER & PIN:Clevis Pin & Hairpin Cotter 3/8 x 2 1/4		SD0050
1000029841	BASE:7x10 with 3/8 L-Pin, Flat Surface Mount		SF0138
1000029842	BASE:7x10 for Sloped Surfaces		SF0038
1000029837	JOINT: T-Joint for Sloped Surface Mount Base		SF0037
1000028607	POST PARTS: 36 Surface Mount Replacement Post,	White post, Round Top with 2 each 3 x 8 white reflective wraps (HIP)	SF0041W
1000028606	POST PARTS: 36 Surface Mount Replacement Post,	Yellow post, Round Top with 2 each 3 x 8 yellow reflective wraps (HIP)	SF0041YY
1000029836	BOLT: Anchor, Washer & Nylon Plug. BUTYL PAD: 8x8 pads, 80 per box, will apply 26 surface mounts	4 each required per Surface Mount Base	SF0050
1000029843			SF0150
1000029860	CHANNELIZING SYSTEM: 40 Shur-Curb Traffic Seperator,	36 White Super Post with Round Top, 2 each Wraps of 3x8 White 3310 HIP Sheeting, Shur-Flex joint, 1 each 5/16 x 2 3/4 Flange, Bolt & Lock Nut. 3/8x3 Pin with Ring, 6 each 1/2 x 3 1/2 Hex Anchor Bolts,	SF0200W
1000029861	CHANNELIZING SYSTEM: Replacement	40 Shur-Curb, White section with 2 each White/Red RPM's, 6 each Anchor Bolts with Nylon Plugs	SF0120W

1000029862	CHANNELIZING SYSTEM:	40 Shur-Curb Traffic Separator, 36 Yellow Super Post with Round Top, 2 each Wraps of 3x8 Yellow 3311 HIP Sheeting, Shur-Flex joint, 1 each 5/16 x 2 3/4 Flange, Bolt & Lock Nut. 3/8x3 Pin with Ring, 6 each 1/2 x 3 1/2 Hex Anchor Bolts Replacement, 40 Shur-Curb, Yellow section with 2 each Yellow RPM's, 6 each Anchor Bolts with Nylon Plugs	SF0200Y
1000029863	CHANNELIZING SYSTEM:		SF0120Y
1000029819	ANCHOR:	2 x 12 ga. x 24 (Footing for Shur-Flex Driveable Delineator)	SD0024
	8" Traffic Barrier Cup Mount Delineator with 2 each 1/4" x 2" anchors. Yellow or white		GQ8WR1W
	17" Concrete Traffic Barrier Cup Mount Delineator with 2 each 1/4" x 2" anchors. Yellow or white.		GQ17WR2
	Cable Barrier Delineator for Tubular Posts includes self-tapping screws		GE33WR2ST
	Cable Barrier Delineator for Beam Posts, including beam clamps.		GE33WR2BC
	Cable Barrier Delineator for use with Beam posts, short including beam clamps.		GE19WR2BC
	Shur-Tite Drivable 12" x 36" (Right) Panel		SM1236R
	Shur-Tite Surface Mount 12" x 36" OM3 (Left) Panel		SM1236L

	Shur-Tite Surface Mount 10" x 24" OM3 (Center) Panel			SM1024C
	Shur-Tite Drivable 10" x 24" OM3 (Right) Panel			SM1024R
	Shur-Tite Drivable 10" x 24" OM3 (Left) Panel			SM1024L
1000029851	DELINEATOR:	Wood post, 19 guardrail delineator with 1 each 3 x 3 tab of white HIP sheeeting. Includes 2 each lag bolts for installation		GF19WR2WL
1000029852	DELINEATOR:	Wood post, 19 guardrail delineator, bi-directional with 2 each 3 x 3 tab of white HIP sheeeting. Includes 2 each lag bolts for installation		GF19WR2WWL
1000029853	DELINEATOR	Wood post, 19 guardrail delineator with 1 each 3 x 3 tab of yellow HIP sheeeting. Includes 2 each lag bolts for installation		GF19YR2YL
1000029854	DELINEATOR:	Wood post, 19 guardrail delineator, bi-directional with 2 each 3 x 3 tab of yellow HIP sheeeting. Includes 2 each lag bolts for installation		GF19YR2YYL
1000029855	DELINEATOR:	Steel post, 19 guardrail delineator with 1 each 3 x 3 tab of white HIP sheeeting. Includes 2 each self-tapping screws for installation		GF19WR2WS

1000029856	DELINEATOR:	Steel post, 19 guardrail delineator, bi-directional with 2 each 3 x 3 tab of white HIP sheeting. Includes 2 each self-tapping screws for installation	GF19WR2WWS
1000029857	DELINEATOR:	Steel post, 19 guardrail delineator with 1 each 3 x 3 tab of yellow HIP sheeting. Includes 2 each self-tapping screws for installation	GF19WR2YS
1000029858	DELINEATOR:	Steel post, 19 guardrail delineator, bi-directional with 2 each 3 x 3 tab of yellow HIP sheeting. Includes 2 each self-tapping screws for installation	GF19WR2YYS
1000029844	DELINEATOR:	Wood post, 33 guardrail delineator with 1 each 3 x 9 tab of white HIP sheeting. Includes 2 each lag bolts for installation	GF33WR2WL
1000029846	DELINEATOR:	Wood post, 33 guardrail delineator, bi-directional with 2 each 3 x 9 tab of white HIP sheeting. Includes 2 each lag bolts for installation	GF33WR2WWL
1000029847	DELINEATOR:	Wood post, 33 guardrail delineator with 1 each 3 x 9 tab of yellow HIP sheeting. Includes 2 each lag bolts for installation	GF33WRR2YL
1000029848	DELINEATOR:	Wood post, 33 guardrail delineator, bi-directional with 2 each 3 x 9 tab of yellow HIP sheeting. Includes 2 each lag bolts for installation	GF33WR2YYL

1000029859	DELINEATOR:	Steel post, 33 guardrail delineator with 1 each 3 x 9 tab of white HIP sheeting. Includes 2 each self-tapping screws for installation	GF33WR2WS
1000029845	DELINEATOR:	Steel post, 33 guardrail delineator, bi-directional with 2 each 3 x 9 tab of white HIP sheeting. Includes 2 each self-tapping for installation	GF33WR2WWS
1000029849	DELINEATOR:	Steel post, 33 guardrail delineator with 1 each 3 x 9 tab of yellow HIP sheeting. Includes 2 each self-tapping screws for installation	GF33WR2YS
1000029850	DELINEATOR:	Steel post, 33 guardrail delineator, bi-directional with 2 each 3 x 9 tab of yellow HIP sheeting. Includes 2 each self-tapping screws for installation	GF33WR2YYS
New Item	DELINEATOR: 36" U-Flex Unit with Post, Sheeting & Flexibility	UFlexDELINEATOR: Round post with 360-degree reflectivity and flexibility	EW7C36W3U3
	DELINEATOR: 48" U-Flex Unit with Post, Sheeting & Flexibility	Post height: Custom cut from 18" to 48" with post diameter 3" OD post.	EW7C48W3U3
	36" Replacement Post with 2 Wraps Sheeting	Standard Post Colors: White, Black, Amber (yellow), and Orange	EP36W3U3
	48" Replacement Post with 2 Wraps Sheeting	Available Base Colors: White, Black, Amber (yellow), and Orange	EP48W3U3
New Item	Shur-Flex Pedestrian Safety (YIELD)		
		R1-62	

	On 7x10 Fixed Base	48" X 2.25" OD, High Density ThermoPlastic	E10CBBF R1-6
	On RB 35 Portable Base	Available Base Colors: Black	RB35CBBP R1-6
		Available Post Colors: Black	
New Item	Shur-Flex Pedestrian Safety (YIELD)(School)		
		R1-6 & S4+3P	
	On 7x10 Fixed Base	48" X 2.25" OD, High Density ThermoPlastic	E10CBBF R1-6+S4-3P
	On RB 35 Portable Base	Available Base Colors: Black	RB35CBBP R1-6+S4-3P
		Available Post Colors: Black	
New Item	8" Traffic Barrier Cup Mount Delineator with 2 each= 1/4" anchors, Double Sided	Colors: Yellow or White	GQ8WR1WW
	Bolt on Soil Stabilization Plate for PSST Anchors		
	Multi-Axis Soil Stabilizing Anchor w/4 orthogonal wings		
	Furnish shim, 0.012" thick, per T-141 & T-142		
	Furnish shim, 0.32" thick, per T-141 & T-142		
	Furnish shim, 0.32" thick, per T-141 & T-142		
	4" x 8ga Square Structural Steel Sign Post - galvanized		
	Complete Slip Base Assembly for 4" x 8ga Structural Post		
	Complete Hinge Assembly for 4" x 8ga Structural Post		
	Sign Post Clamp Kit for 4" x 8ga Structural Post		
	Closure Cap for 4" x 8ga Structural Post		
	Aluminum Sign Brace - 12' perforated -for 4" x 8ga Structural Post		
	Aluminum Sign Brace - 24' perforated -for 4" x 8ga Structural Post		
	Match Plate Hardware Kit for 4" x 8ga Structural Post		
	Hinge Repair Kit for 4" x 8ga Structural Post		

1000012345	TUBING: 1 3/4 - 14 Gauge Posts, Square, Structural		
1000012346	TUBING: 2 - 14 Gauge Posts, Square, Structural		
1000012347	TUBING: 2 1/4 - 14 Gauge Posts, Square, Structural		
1000012348	TUBING: 2 1/4 - 12 Gauge Posts, Square, Structural		
1000012349	TUBING: 2 1/2 - 12 Gauge Posts, Square, Structural		
100007055	TUBING: 2 1/2" - 10 Gauge Posts, Square, Structural		
1000012350	TUBING: 2 3/16 - 10 Gauge Posts, Square, Structural		
1000012351	TUBING:Anchor Tube, 2 1/2 x 2 1/2 x 3/16 x 30 Long, Heavy Duty, Square, Structural Hardware (for 2 upright post)		
1000012352	TUBING:Anchor Tube, 3 x 3 x 3/16 x 30 Long, Heavy Duty, Square, Structural Hardware (for 2 1/2 upright post)		
1000012353	TUBING:Manual Drive Cap: 2 for Heavy Duty Anchors, Square, Structural Hardware		
1000012354	TUBING:Manual Drive Cap: 2 1/4 for Heavy Duty Anchors, Square, Structural Hardware		
1000007387	TUBING: 2 1/2" for Heavy Duty Anchors, Manual Drive Cap, Square, Structural Hardware		
1000012355	TUBING:Manual Drive Cap: 3 for Heavy Duty Anchors, Square, Structural Hardware		
1000007758	SIGN POST:Breakaway/A,Upright Post Only Rib Back,2lb/ft~A		
1000011025	SIGN POST: 2lb Bkwy/3'6lgh BsPst. Sign Posts (Breakaway type). Standards and supports 2.00 lb/ft base post (3 feet, 6 inch length) Price per each.		

1000011026	SIGN POST: Bkwy/Upright Pst. Sign Posts (Breakaway type). Standards and supports 2.50 lb/ft Upright Post Only.. Price per foot.		
1000011027	SIGN POST: 2.50lb Bkwy/3'6 lgth Bspst. Sign Posts (Breakaway type). Standards and supports 2.50 lb/ft base post (3 feet, 6 inch length) Price per each.		
1000007759	SIGN POST:Breakaway/A,Upright Post Only Rib Back,3lb/ft~A		
1000006985	SIGN POST:Breakaway/A,Base Post 3'6 Lgt,Rib Back,3lb/ft~A		
1000006124	SIGN POST:Breakaway/A,Upright Post Only Rib Back,4lb/ft~A		
1000006984	SIGN POST:Breakaway/ A,Base Post 3'6 Lgt,Rib Back,4lb/ft~A		
1000011028	SIGN POST: Space Bar. 3/4x5x0.50. 3/4 wide x 5 long x 0.50 thick. The 0.5 thick anodized spacer bar to be used with the 3 lb/ft and 4 lb/ft posts.		
1000007586	SIGN POST:Lap Splice Spacer Bar/3/4W x 5 L x 0.375 Thick~3/4 wide X 5 long X 0.375 thick The 0.375 thick anodized spacer bar to be used with the 2 lb/ft and 2.5 lb/ft posts.		
1000002437	BOLTS:5/16inx1-12in hex grade 9 fully threaded~Fully Threaded 5/16 X 1-1/2 Grade 9 Plated Hex Head Bolts with Flat Washers and Grade 3 Flanged Plated Self-Locking Nuts 5/16-18 100/box		
1000005767	SIGN POST:Manual Driving Cap for Base Post		

1000011029	SIGN POST: 6' Del Post/galvd/st. 6'0 Galvanized Steel Delineator Post (Hatshaped) Post Section - 1.12 lb/ft. to be drilled or punched in accordance with ODOT standards. Price per each		
1000011030	SIGN POST: 6'6 Del Post/galvd/st. 6'6 Galvanized Steel Delineator Post (Hatshaped) Post Section - 1.12 lb/ft. to be drilled or punched in accordance with ODOT standards. Price per each.		
1000028640	SLIPBASE:Sq Post/Multi-Dir,Concrete(Complete Assembly) Includes Cast Top Section,Torque Less Hardware,Uni-Base for Concrete		
1000028641	SLIPBASE:Sq Post/Multi-Dir,Soil(Complete Assembly) Includes Cast Top Section,Torque Less Hardware,Uni-Base for Soil		
1000028647	TOP:Cast/Section,Sign post receiver that connects to the breakaway base		
1000028648	KIT:Hardware/Torque Less/Hardware to connect the sign post receiver to the breakaway base		
1000028649	UNI-BASE:For Concrete/Base for breakaway sign mounted in concrete		
1000028650	UNI-BASE:For Soil/Base for breakaway sign mounted in soil		
1000012356	TUBING: 1 3/4 - 12 Gauge Posts, Square, Structural		
1000012357	TUBING: 2 - 12 Gauge Posts, Square, Structural		

Other Items			
Parts not listed	Discount off Catalog price for items not listed	Vendors would then list their percentage %	Note: any parts that are not listed on this price sheet can be added under parts, for example : screws/nuts/washers/bolts
Item #	Product Code	Description	
1			
2			
3			
4			
5			
Minimum order required? Yes No			
If "Yes", by weight in poundage? Yes No If Yes How many pounds? _____ pounds			
If Yes, by dollar amount? Yes No If Yes How much per order? \$ _____			
Please attach any comments you may have concerning your company's shipping procedures and costs involved.			

	\$0.70
	\$8.30
	\$8.30
	\$15.00
	\$18.70
	\$18.70
	\$1.33
	\$3.07
	\$74.56
	\$57.51

\$74.56	
\$57.51	
\$10.30	
\$10.75	
\$15.75	
\$13.61	
\$17.36	
\$15.85	
\$98.99	
\$98.99	

\$83.50	
\$83.50	
\$83.50	
\$10.75	
\$11.50	
\$10.75	
\$11.50	
\$10.75	

	\$11.50					
		\$10.75				
			\$11.50			
				\$12.91		
					\$14.57	
						\$12.91
						\$14.57

STATE OF OKLAHOMA

Sign Posts, Square Tubing Posts, Delineators

INSTRUCTIONS: If vendor is going to charge a credit card fees. If the bidder does not provide the pricing for credit c will pay credit card processing fees no greater than the low amount. Verification of agreements with credit card comp

Credit Card Type

Visa, Mastercard, Amex, & Discover

Vendor Name:

processing fee, bidder must provide the pricing for credit card transaction processing
card transaction processing fees, the State will assume no such fee applies. The State
west of the actual processing fee incurred by Supplier or 2.5% of the transaction
panies must be provided upon request."

Credit card Transaction Processing Fees.

%

0



Official signed contract documents are on file with OMES Central Purchasing.

Contract title: Signposts, Square Tubing Posts, & Delineators

Statewide contract #: 0761

Contract issuance date: 06/17/2021

Total number of vendors: 3

(For details see: Vendor Information Sheet)

Contract period: 09/01/2021

through 08/31/2022

Agreement period: 09/01/2021

through 08/31/2026

Authorized users: All state departments, boards, commissions, agencies, and institutions, in addition to counties, school districts and municipalities which may avail themselves of this contract.

Contract priority: Mandatory

Type of contract:

OMES CP contact: Cini Zacharia

Title: Contracting Officer

Phone: 1 - 405 - 522 - 9078

Email: Cini.zacharia@omes.ok.gov



**Supplier name: GULF MATERIAL
SALES LLC**

Supplier ID #: 0000360450

Supplier address: 70393 BRAVO STREET

City: COVINGTON

State: LA

Zip Code: 70433

Contact person name: Kevin Alexander

Phone #: 405-205-1960

Title: Contact person

Fax #:

Email: Kalexander@gulfsp.com

kalexander@gulfmaterialsales.com

kevin@gulfmaterialsales.com

Website: www.gulfmaterialsales.com

Authorized location: Locations – list attached as (*attachment title*)

Address:

City:

State:

Zip Code:

Contract ID #: **0-6178**

Delivery:

Minimum order:

P-card accepted: Yes

No

Other:

**Supplier name: SHUR-TITE
PRODUCTS**

Supplier ID #: 0000307666

Supplier address: PO BOX 2283

City: Round Rock

State: TX

Zip Code: 78680-
2283

Contact person name: Darrell Heald

Phone #: 512-218-9500

Cell: 512-600-9605

Title: President

Fax #:

Email: darrell@shur-tite.com

Aesia@shur-tite.com

Website: www.shur-tite.com

Authorized location: Locations – list attached as (*attachment title*)

Address:

City:

State:

Zip Code:

Contract ID #: **0-6180**

Delivery:

Minimum order:

P-card accepted: Yes No

Other:

**Supplier name: XCESSORIES
SQUARED DEV & MFG
INC**

Supplier ID #: 0000202191

Supplier address: PO Box 135

City: Auburn

State: IL

Zip Code: 62615

Contact person name: Andrew Reinert

Phone #: 800.621.7948 Ext. 216

Title: Inside Sales Coordinator

Fax #:

Email: areinert@x-sqrd.com

Website: www.x-sqrd.com

Authorized location: Locations – list attached as (*attachment title*)

Address:

City:

State:

Zip Code:

Contract ID #: **0-6181**

Delivery:

Minimum order:

P-card accepted: Yes No

Other:

Xcessories Squared List Price

KLEEN BREAK SIGN POST COUPLER

Part Number	Description	Category	STD. PKG.	List Price
XKBSM42520-G	Surface Mount Kleen Break Assembly	Kleen Break	EA	\$152.30
XKB42520-G	Stem Mount Kleen Break Assembly	Kleen Break	EA	\$164.33
XKBW-SOCKET	Kleen Break 1/2" Drive Socket	Kleen Break	EA	\$149.23
XKBW-1516	Kleen Break Shear Bolt Wrench	Kleen Break	EA	\$102.40
SBH5840-Z	5/8" - 11 x 4" Model 425 Shear Bolt w/ Hardware	Kleen Break	SET	\$10.38
RB30-EPDM	3" O.D. x 1.3" I.D. x 0.825" Thick Rubber Bushing	Kleen Break	EA	\$7.55
LWX35F-G	Post to Coupler Locking Wedge	Kleen Break	EA	\$17.88
TX175-200-G	1 1/2" / 2" Square Post Receiver	Kleen Break	EA	\$53.15
SMKB3-G	Kleen Break Surface Mount Base	Kleen Break	EA	\$91.35
CKBA-8-G	Kleen Break Anchor for Concrete - 8" long	Kleen Break	EA	\$105.87
LWDP-1	Light Duty Wedge Puller	Kleen Break	EA	\$349.86

REDI-TORQUE SLIP BASE SYSTEM

Part Number	Description	Category	STD. PKG.	List Price
SB8C-250A-G	Cast Iron 8" triangular top, receives 2 1/2" square post. Includes post locking wedge (LWX3F5-G)	Redi-Torque	EA	\$130.25
SB10C-250A-G	Cast Iron 10" triangular top, receives 2 1/2" square post. Includes post locking wedge (LWX35F-G)	Redi-Torque	EA	\$155.12
SB10C-278RD-G	Cast Iron 10" triangular top, receives 2 1/4" O.D. round post. Includes post locking wedge (LWX278RD-G)	Redi-Torque	EA	\$155.66
LWX35F-G	Post locking wedge for square post.	Redi-Torque	EA	\$17.88
LWX278RD-G	Post locking wedge for 2 1/4" O.D. round post.	Redi-Torque	EA	\$17.88
RTSB-MPHDW	Universal Redi-Torque match plate hardware kit for Triangular Slip Bases	Redi-Torque	SET	\$45.11
RTB50-300-G	Redi-Torque model 280 1/2" - 13 x 3" gr. 8, large flange double hex bolt	Redi-Torque	EA	\$4.89
FW58-G	3/4" flat washer	Redi-Torque	EA	\$1.06
TCS175-188	1 1/4" sq. x 3/16" thick Teflon coated plate separator	Redi-Torque	EA	\$6.30
G8LFN50-G	1/2" - 13 gr. 8, large flange nut	Redi-Torque	EA	\$1.74
LS175-06	Leveling Shim - 16ga pre-gal material, 1 1/4" square	Redi-Torque	EA	\$2.61
BS032	Brass Leveling Shim x .032" thick, 1 1/4" square	Redi-Torque	EA	\$3.80
BS012	Brass Leveling Shim x .012" thick, 1 1/4" square	Redi-Torque	EA	\$3.80
SB8-CTA-30-G	8" SLIP BASE BOTTOM / ANCHOR, 3" x 30"	Redi-Torque	EA	\$163.64
SB8-CTA-36-G	8" SLIP BASE BOTTOM / ANCHOR, 3" x 36"	Redi-Torque	EA	\$179.62
SB8-CTA-42-G	8" SLIP BASE BOTTOM / ANCHOR, 3" x 42"	Redi-Torque	EA	\$195.60
SB8-CTA-48-G	8" SLIP BASE BOTTOM / ANCHOR, 3" x 48"	Redi-Torque	EA	\$211.58
SB10-CTA30-G	10" SLIP BASE BOTTOM / ANCHOR, 3" x 30"	Redi-Torque	EA	\$184.24
SB10-CTA36-G	10" SLIP BASE BOTTOM / ANCHOR, 3" x 36"	Redi-Torque	EA	\$200.22
SB10-CTA42-G	10" SLIP BASE BOTTOM / ANCHOR, 3" x 42"	Redi-Torque	EA	\$216.20
SB10-CTA48-G	10" SLIP BASE BOTTOM / ANCHOR, 3" x 48"	Redi-Torque	EA	\$232.18
SB8-CTWA36-G	8" SLIP BASE BOTTOM / WINGED ANCHOR, 3" x 36"	Redi-Torque	EA	\$250.92
SB8-CTWA42-G	8" SLIP BASE BOTTOM / WINGED ANCHOR, 3" x 42"	Redi-Torque	EA	\$266.90
SB8-CTWA48-G	8" SLIP BASE BOTTOM / WINGED ANCHOR, 3" x 48"	Redi-Torque	EA	\$282.88
SB10-CTWA36-G	10" SLIP BASE BOTTOM / WINGED ANCHOR, 3" x 36"	Redi-Torque	EA	\$271.52
SB10-CTWA42-G	10" SLIP BASE BOTTOM / WINGED ANCHOR, 3" x 42"	Redi-Torque	EA	\$287.50
SB10-CTWA48-G	10" SLIP BASE BOTTOM / WINGED ANCHOR, 3" x 48"	Redi-Torque	EA	\$303.48
SMSB8-10-G	8" Surface Mount Slip Base Bottom	Redi-Torque	EA	\$273.21
SMSP10-10-G	10" Surface Mount Slip Base Bottom	Redi-Torque	EA	\$293.81
WB50-600-Z	5/8" x 6" threaded wedge bolt	Redi-Torque	EA	\$15.54
LWDP-1	Light Duty Wedge Puller	Redi-Torque	EA	\$349.86
SB9-250TA-G	9" triangular slip base top half for 2-1/2" square post - Tubular Post Receiver	Redi-Torque	EA	\$136.75
SB10-250TA-G	10" triangular slip base top half for 2-1/2" square post - Tubular Post Receiver	Redi-Torque	EA	\$143.60
SB9-250300B-G	9" triangular slip base bottom half	Redi-Torque	EA	\$136.75

Xcessories Squared List Price

MASSH-400				
Part Number	Description	Category	STD. PKG.	LIST PRICE
RT13UX-400A36C-G	Complete MASSH-400 Redi-Torque slip base assembly for 4" square post, includes post receiver, Redi-Torque match plate hardware and 36" Unibase	MASSH-400 ACCESSORY	EA	\$531.34
RT13UX-400A48C-G	Complete MASSH-400 Redi-Torque slip base assembly for 4" square post, includes post receiver, Redi-Torque match plate hardware and 48" Unibase	MASSH-400 ACCESSORY	EA	\$568.98
RT13UX-400A54C-G	Complete MASSH-400 Redi-Torque slip base assembly for 4" square post, includes post receiver, Redi-Torque match plate hardware and 54" Unibase	MASSH-400 ACCESSORY	EA	\$587.80
RT13UX-400A96W-G	Complete MASSH-400 Redi-Torque slip base assembly for 4" square post, includes post receiver, Redi-Torque match plate hardware and 96" winged Unibase for soil installation	MASSH-400 ACCESSORY	EA	\$1,523.96
SB13-400SQR-G	13" Triangle slip base post receiver (top) for 4" SQ post	MASSH-400 ACCESSORY	EA	\$240.04
SB13-CTA36-G	13" Triangle Unibase slip plate w/anchor(stub) - 36"	MASSH-400 ACCESSORY	EA	\$213.58
SB13-CTA48-G	13" Triangle Unibase slip plate w/anchor(stub) - 48"	MASSH-400 ACCESSORY	EA	\$251.22
SB13-CTA54-G	13" Triangle Unibase slip plate w/anchor(stub) - 54"	MASSH-400 ACCESSORY	EA	\$270.04
SB13-CTWA96-G	13" Triangle Unibase slip plate w/anchor(stub) - 96" - winged	MASSH-400 ACCESSORY	EA	\$1,206.20
X4-HDW-1	Hardware replacement set for post receiver/hinge 3 sets of 5/8" bolt, shoulder, nut & 4 each structural washers	MASSH-400 ACCESSORY	EA	\$53.42
RTSB75-MPHDW	3/4" Redi-Torque match plate hardware kit	MASSH-400 ACCESSORY	EA	\$77.72
X4-HINGE	Complete Hinge, assembled, for MASSH-400 post assembly	MASSH-400 ACCESSORY	EA	\$472.73
X4-HRK	Hinge repair kit, threaded stainless tube, 2 bolts, 2 washers	MASSH-400 ACCESSORY	EA	\$143.21
X4-HSL-G	Hinge Sleeve for X4-HINGE repair	MASSH-400 ACCESSORY	EA	\$33.59
UPC400SQ	Universal post clamp for 4" square post with 2 stainless "T" head bolts(THBS38-200) & 2 nuts(CHFN38-Z)	MASSH-400 ACCESSORY	EA	\$37.50
UPC400SQRS	Universal post clamp for 4" square post with 2 stainless rectangular head bolts(RHBS38-175) & 2 nuts(CHFN38-Z)	MASSH-400 ACCESSORY	EA	\$32.93
UPC400SQA	Universal post clamp for 4" square post with 2 ea.: stainless "T" head bolts(THBS38-200); nuts(CHFN38-Z); QLBA38	MASSH-400 ACCESSORY	EA	\$45.65
SBPCS400SQ	Sign Brace post clamp for 4" square post	MASSH-400 ACCESSORY	EA	\$31.60
EPPCS400SQ	Extruded Panel post clamp for 4" square post	MASSH-400 ACCESSORY	EA	\$31.60
X4SQCC	Closure cap for 4" square post	MASSH-400 ACCESSORY	EA	\$15.28

Xcessories Squared List Price

909576	SQ Gator RW 4" x 8 ga. x 10' no holes	MASSH-400 4" SQ. POST	16/BNDL	\$371.75
909570	SQ Gator RW 4" x 8 ga. x 12' no holes	MASSH-400 4" SQ. POST	16/BNDL	\$443.60
909565	SQ Gator RW 4" x 8 ga. x 14' no holes	MASSH-400 4" SQ. POST	16/BNDL	\$515.45
909561	SQ Gator RW 4" x 8 ga. x 16' no holes	MASSH-400 4" SQ. POST	16/BNDL	\$587.30
909557	SQ Gator RW 4" x 8 ga. x 18' no holes	MASSH-400 4" SQ. POST	16/BNDL	\$659.15
909553	SQ Gator RW 4" x 8 ga. x 20' no holes	MASSH-400 4" SQ. POST	16/BNDL	\$718.50
909551	SQ Gator RW 4" x 8 ga. x 22' no holes	MASSH-400 4" SQ. POST	16/BNDL	\$790.35
909550	SQ Gator RW 4" x 8 ga. x 24' no holes	MASSH-400 4" SQ. POST	16/BNDL	\$862.20
913053	SQ Gator RW 4" x 8 ga. x 28' no holes	MASSH-400 4" SQ. POST	16/BNDL	\$1,005.90
909536	SQ Gator RW 4" x 8 ga. x 10' holes in one end	MASSH-400 4" SQ. POST	16/BNDL	\$419.25
909532	SQ Gator RW 4" x 8 ga. x 12' holes in one end	MASSH-400 4" SQ. POST	16/BNDL	\$491.10
909528	SQ Gator RW 4" x 8 ga. x 14' holes in one end	MASSH-400 4" SQ. POST	16/BNDL	\$562.95
909474	SQ Gator RW 4" x 8 ga. x 16' holes in one end	MASSH-400 4" SQ. POST	16/BNDL	\$634.80
909470	SQ Gator RW 4" x 8 ga. x 18' holes in one end	MASSH-400 4" SQ. POST	16/BNDL	\$706.65
909466	SQ Gator RW 4" x 8 ga. x 20' holes in one end	MASSH-400 4" SQ. POST	16/BNDL	\$753.50
909464	SQ Gator RW 4" x 8 ga. x 22' holes in one end	MASSH-400 4" SQ. POST	16/BNDL	\$837.85
909463	SQ Gator RW 4" x 8 ga. x 24' holes in one end	MASSH-400 4" SQ. POST	16/BNDL	\$897.20
913505	SQ Gator RW 4" x 8 ga. x 28' holes in one end	MASSH-400 4" SQ. POST	16/BNDL	\$1,040.90
909460	SQ Gator RW 4" x 8 ga. x 10' holes in both ends	MASSH-400 4" SQ. POST	16/BNDL	\$446.75
909459	SQ Gator RW 4" x 8 ga. x 12' holes in both ends	MASSH-400 4" SQ. POST	16/BNDL	\$518.60
909458	SQ Gator RW 4" x 8 ga. x 14' holes in both ends	MASSH-400 4" SQ. POST	16/BNDL	\$590.45
909457	SQ Gator RW 4" x 8 ga. x 16' holes in both ends	MASSH-400 4" SQ. POST	16/BNDL	\$734.15
909456	SQ Gator RW 4" x 8 ga. x 18' holes in both ends	MASSH-400 4" SQ. POST	16/BNDL	\$793.50
909455	SQ Gator RW 4" x 8 ga. x 20' holes in both ends	MASSH-400 4" SQ. POST	16/BNDL	\$781.00
909454	SQ Gator RW 4" x 8 ga. x 22' holes in both ends	MASSH-400 4" SQ. POST	16/BNDL	\$866.00
909453	SQ Gator RW 4" x 8 ga. x 24' holes in both ends	MASSH-400 4" SQ. POST	16/BNDL	\$924.70
913506	SQ Gator RW 4" x 8 ga. x 28' holes in both ends	MASSH-400 4" SQ. POST	16/BNDL	\$1,068.40

Xcessories Squared List Price

Sign Post Anchors and Bases				
Part Number	Description	Category	STD. PKG.	List Price
HDA200-30-G	Heavy Duty Anchor to receive 2" sq. post (30")	7 GA. ANCHOR	EA	\$63.18
HDA200-36-G	Heavy Duty Anchor to receive 2" Sq. Post (36")	7 GA. ANCHOR	EA	\$74.92
HDA200-42-G	Heavy Duty Anchor to receive 2" Sq. Post (42")	7 GA. ANCHOR	EA	\$86.67
HDA200-48-G	Heavy Duty Anchor to receive 2" Sq. Post (48")	7 GA. ANCHOR	EA	\$98.41
QDA200-36-G	Quick Drive Anchor for 2" Post	7 GA. ANCHOR	EA	\$69.22
HDA250-30-G	Heavy Duty Anchor to receive 2-1/2" Sq. Post (30")	7 GA. ANCHOR	EA	\$76.77
HDA250-36-G	Heavy Duty Anchor to receive 2-1/2" Sq. Post (36")	7 GA. ANCHOR	EA	\$91.23
HDA250-42-G	Heavy Duty Anchor to receive 2-1/2" Sq. Post (42")	7 GA. ANCHOR	EA	\$105.69
HDA250-48-G	Heavy Duty Anchor to receive 2-1/2" Sq. Post (48")	7 GA. ANCHOR	EA	\$120.15
HDA250-18-G	8-Hole Heavy Duty Anchor Sleeve	7 GA. ANCHOR	EA	\$47.85
QDA250-36-G	Quick Drive Anchor for 2-1/2" Post - 36" length	7 GA. ANCHOR	EA	\$71.23
TWA200-36-G	Tubular Winged Anchor to receive 2" Sq.Post (36")	7 GA. ANCHOR	EA	\$136.96
TWA200-42-G	Tubular Winged Anchor to receive 2" Sq.Post (42")	7 GA. ANCHOR	EA	\$148.70
TWA200-48-G	Tubular Winged Anchor to receive 2" Sq.Post (48")	7 GA. ANCHOR	EA	\$160.44
TWA250-36-G	Tubular Winged Anchor to receive 2-1/2" Sq.(36")	7 GA. ANCHOR	EA	\$153.26
TWA250-42-G	Tubular Winged Anchor to receive 2-1/2" Sq.(42")	7 GA. ANCHOR	EA	\$167.72
TWA250-48-G	Tubular Winged Anchor to receive 2-1/2" Sq.(48")	7 GA. ANCHOR	EA	\$182.18
G8FSB38-35-Z	Gr.8 Flanged Shoulder Bolt 3/8" x 3-1/2"	7 GA. ANCHOR	EA	\$2.28
CHFN38-Z	Case Hardened 3/8"-16 Flange Nut- Zinc & Clear	7 GA. ANCHOR	EA	\$0.16
PBS200SQ-G	Cast Iron Pedestal base for 2" PSST	SURFACE MOUNT BASE	EA	\$225.18
CBM175-250-G	Concrete Barrier Mount for 1 1/4" - 2 1/4" PSST	SURFACE MOUNT BASE	EA	\$68.21
FCB175-250-G	Flat Concrete Base for 1 1/4" - 2 1/4" PSST	SURFACE MOUNT BASE	EA	\$55.03
G8FB50-200-Z	1/2" x 2" Gr. 8 Flange Bolt - used w/ DCA50-Z	SURFACE MOUNT BASE	EA	\$2.17
DCA50-Z	1/2" Drop-in Anchor - used w/ G8FB50-200-Z	SURFACE MOUNT BASE	EA	\$4.08
RS50-550-Z	1/2" x 5 1/2" Expansion Anchor	SURFACE MOUNT BASE	EA	\$3.75
SS10-250-Z	Soil Stabilizer-Bolt On	SOIL STABILIZER	EA	\$32.16

Xcessories Squared List Price

Sign Mounting				
Part Number	Description	Category	STD. PKG.	List Price
ASB200-12	Aluminum 12' Sign Brace-MILL FINISH	ALUMNIUM SIGN BRACE	EA	\$79.53
ASB200-24	Aluminum 24' Sign Brace-MILL FINISH	ALUMNIUM SIGN BRACE	EA	\$158.05
ASB200-CTL	CTL Aluminum Sign Brace - Non Perf	ALUMNIUM SIGN BRACE	FT	\$6.75
ASB200P1-12	Aluminum 12' Sign Brace- 3/8" Dia. perf on 1"cc	ALUMNIUM SIGN BRACE	EA	\$96.48
ASB200P1-24	Aluminum 14' Sign Brace- 3/8" Dia. perf on 1"cc	ALUMNIUM SIGN BRACE	EA	\$191.95
ASB200P1-CTL	Alum Cut to Length Sign Brace-3/8"Dia.perf 1cc	ALUMNIUM SIGN BRACE	FT	\$8.25
ASB150-12	Aluminum 12' Sign Brace	ALUMNIUM SIGN BRACE	EA	\$84.95
ASB150-24	Aluminum 24' Sign Brace	ALUMNIUM SIGN BRACE	EA	\$168.85
ASB150-CTL	Alum. Cut to Length Sign Brace - Non Perf	ALUMNIUM SIGN BRACE	FT	\$7.29
ASB125-12	Small Aluminum 12' Sign Brace-Fits Extr Panel Hdw	ALUMNIUM SIGN BRACE	EA	\$54.92
ASB125-24	Small Aluminum 24' Sign Brace-Fits Extr Panel Hdw	ALUMNIUM SIGN BRACE	EA	\$108.83
ASB125-CTL	Small Aluminum Cut to Length Sign Brace - Non Perf	ALUMNIUM SIGN BRACE	FT	\$4.78
SBPCS200SQ	Sign Brace Post Clamp Set w/ Hdwr. for 2" Sq. Non-P	CLAMPS AND CLIPS	SET	\$16.46
SBPCS225SQ	Sign Brace Post Clamp Set w/ Hdwr. for 2-1/4" Sq.	CLAMPS AND CLIPS	SET	\$16.68
SBPCS250SQ	Sign Brace Post Clamp Set w/ Hdwr. for 2-1/2" Sq. N	CLAMPS AND CLIPS	SET	\$16.90
SBPCS300SQ	Sign Brace Post Clamp Set w/ Hdwr. for 3" Sq. Non	CLAMPS AND CLIPS	SET	\$17.12
SBPCS250RD	Sign Brace Post Clamp Set w/Hdw for 2.375/2.5 Rd	CLAMPS AND CLIPS	SET	\$16.90
SBPCS300RD	Sign Brace Post Clamp Set w/Hdw for 3" Rd	CLAMPS AND CLIPS	SET	\$17.12
SBPCS350RD	Sign Brace Post Clamp Set w/Hdw for 3-1/2" Rd	CLAMPS AND CLIPS	SET	\$17.34
SBPCS400RD	Sign Brace Post Clamp Set w/ Hdwr. for 4" Non-Perf	CLAMPS AND CLIPS	SET	\$17.56
SBPCS450RD	Sign Brace Post Clamp Set w/Hdw for 4-1/2" Rd	CLAMPS AND CLIPS	SET	\$17.78
SBC450RD	SS/Alum. Sign Brace Clip for 4-1/2" Rd.&Larger OD	CLAMPS AND CLIPS	EA	\$14.40
EPPCS200SQ	2" OD Sq Post Clamp for Extruded Panel Signs w/Hdw	CLAMPS AND CLIPS	SET	\$15.64
EPPCS225SQ	Extruded Panel Post Clamp for 2-1/4" Sq. w/Hdw	CLAMPS AND CLIPS	SET	\$15.85
EPPCS250SQ	Extruded Panel Post Clamp for 2-1/2" Sq. w/Hdw	CLAMPS AND CLIPS	SET	\$16.06
EPPCS300SQ	Extruded Panel Post Clamp for 3" Sq. w/Hdw	CLAMPS AND CLIPS	SET	\$16.26
EPPCS250RD	2-3/8" & 2-1/2" OD Rd Post Clamp for Ext. Panel Sign	CLAMPS AND CLIPS	SET	\$16.06
EPPCS300RD	2-7/8" & 3" OD Rd Post Clamp for Ext Panel Sign w/Hdw	CLAMPS AND CLIPS	SET	\$16.25
EPPCS350RD	3-1/2" OD Rd Post Clamp for Extrd Panel Sign w/Hdw	CLAMPS AND CLIPS	SET	\$16.47
EPPCS400RD	4" OD Rd Post Clamp for Extrd Panel Sign w/Hdw	CLAMPS AND CLIPS	SET	\$16.68
EPPCS450RD	4-1/2" OD Rd Post Clamp for Extrd Panel Sign w/Hdw	CLAMPS AND CLIPS	SET	\$16.89
EPC450RD	SS/Alum. Sign Brace Clip for 4-1/2" Rd.&Larger OD	CLAMPS AND CLIPS	EA	\$20.42
ASB-SPLC-6	6" Aluminum Sign Brace Splice for use with ASB200 Series Brace	ADJUST-A-SIGN ACCESSORIES	EA	\$23.86
BCSC38	Sand Cast Alum. Beam "J-Type" Clamp for 1/2" T-Head Bolts	ADJUST-A-SIGN ACCESSORIES	EA	\$6.25
BCA38	Die Cast Alum. Beam "J-Type" Clamp for 1/2" T-Head Bolts	ADJUST-A-SIGN ACCESSORIES	EA	\$7.50
UPCA250SQ	Aluminum Universal Post Clamp for 2 1/2" PSST	ADJUST-A-SIGN ACCESSORIES	EA	\$13.59
SSB75-30	3/4" x .030 stainless steel banding - 100' rolls	ADJUST-A-SIGN ACCESSORIES	ROLL	\$395.00
LBBS38A	SS "L" Shaped banding brkt. Assy. w/ HDW	ADJUST-A-SIGN ACCESSORIES	EA	\$13.59
RHBA38-175	3/4" x 1 3/4" Rectangular Head Aluminum Bolt	ADJUST-A-SIGN HARDWARE	EA	\$2.71
RHBS38-175	3/4" x 1 3/4" Rectangular Head SS Bolt	ADJUST-A-SIGN HARDWARE	EA	\$1.90
THBA38-200	3/4" x 2" Twist Lock T-Head Aluminum Bolt	ADJUST-A-SIGN HARDWARE	EA	\$3.21
THBS38-200	3/4" x 2" Twist Lock T-Head SS Bolt	ADJUST-A-SIGN HARDWARE	EA	\$3.80
THBS38-300	3/4" x 3" Twist Lock T-Head SS Bolt	ADJUST-A-SIGN HARDWARE	EA	\$3.98
THBS38-350	3/4" x 3 1/2" Twist Lock T-Head SS Bolt	ADJUST-A-SIGN HARDWARE	EA	\$4.62
NILNA-38	3/4" Aluminum Nylon Insert Lock Nut	ADJUST-A-SIGN HARDWARE	EA	\$0.70
NILN-38S	3/4" SS Nylon Insert Lock Nut	ADJUST-A-SIGN HARDWARE	EA	\$0.55
CHFN38-Z	3/4" Case Hardened Flange Nut - Zinc Plated	ADJUST-A-SIGN HARDWARE	EA	\$0.16
QLBAA38	Aluminum Quick Lock Bolt Adapter for 1/2" T-Head Bolts	ADJUST-A-SIGN HARDWARE	EA	\$3.31
SPDRA-316	3/16" Aluminum Flat Head Rivet w/ washer	ADJUST-A-SIGN HARDWARE	EA	\$1.20
ST1050-Z	Self Drilling / Tapping Hex Head Screw	ADJUST-A-SIGN HARDWARE	EA	\$0.33

Xcessories Squared List Price

DRAS3878-06-W	3/4" Aluminum Shell/Steel Pin Drive Rivet w/ washer	ADJUST-A-SIGN HARDWARE	EA	\$1.20
CSB200SQS-ZP	Short bracket for 2" PSST	CANTILEVERED BRACKET AND HDW	EA	\$39.40
CSB200SQL-ZP	Long bracket for 2" PSST	CANTILEVERED BRACKET AND HDW	EA	\$46.20
CSB450RDS-ZP	Short bracket for 4 1/2" or larger Round	CANTILEVERED BRACKET AND HDW	EA	\$32.54
CSB450RDL-ZP	Long bracket for 4 1/2" or larger Round	CANTILEVERED BRACKET AND HDW	EA	\$39.34
CSB275HXS-ZP	Short bracket for flat sided post	CANTILEVERED BRACKET AND HDW	EA	\$37.50
CSB275HXL-ZP	Long bracket for flat sided post	CANTILEVERED BRACKET AND HDW	EA	\$44.16
PRA316-6	3/16" Alum. Pop Rivet, fits Saddle Brkt. Assy.	CANTILEVERED BRACKET AND HDW	EA	\$0.35
XAT175-12	Double Leg "T" Alum. 12' Extrusion	CANTILEVERED BRACKET AND HDW	EA	\$127.71
XAT175-24	Double Leg "T" Alum. 24' Extrusion	CANTILEVERED BRACKET AND HDW	EA	\$64.86
XAT175-CTL	Cut to Length Aluminum Extrusion	CANTILEVERED BRACKET AND HDW	EA	\$5.48
SSB75-30	3/4" x .030 stainless steel banding - 100' rolls	STAINLESS STEEL BANDING AND BRACKETS	ROLL	\$395.00
LBS38A	SS "L" Shaped banding brkt. Assy. w/ HDW (see illus. pg. 18)	STAINLESS STEEL BANDING AND BRACKETS	EA	\$13.59
XST001	Spin tight tensioning tool for up to 3/4" x .030 banding	STAINLESS STEEL BANDING AND BRACKETS	EA	\$397.55
XST000	Straight leg bracket with bolt and washer	STAINLESS STEEL BANDING AND BRACKETS	BX	\$516.30
XST021	Flared leg bracket with bolt and washer	STAINLESS STEEL BANDING AND BRACKETS	BX	\$543.48
XST156	3/4" banding wing seal	STAINLESS STEEL BANDING AND BRACKETS	BX	\$217.39
XST256	3/4" banding buckle	STAINLESS STEEL BANDING AND BRACKETS	BX	\$244.56
XAPC238RD	Aluminum clamp set for 2" pipe (2 1/4" O.D.)	ALUMINUM SIGN MOUNTING BRACKETS	SET	\$27.18
XAPC278RD	Aluminum clamp set for 2 1/2" pipe (2 3/4" O.D.)	ALUMINUM SIGN MOUNTING BRACKETS	SET	\$28.44
XAPC350RD	Aluminum clamp set for 3" pipe (3 1/2" O.D.)	ALUMINUM SIGN MOUNTING BRACKETS	SET	\$31.52
XAPC450RD	Aluminum clamp set for 4" pipe (4 1/4" O.D.)	ALUMINUM SIGN MOUNTING BRACKETS	SET	\$33.15
XAB750	Sign Backer Bar set for XAPC series clamp	ALUMINUM SIGN MOUNTING BRACKETS	SET	\$8.15
HHCS516-1NSS	5/16" Stainless Steel cap screw and flange nut	ALUMINUM SIGN MOUNTING BRACKETS	SET	\$0.82
X2PC30	Pole Cat Bracket	POLE CAT SIGN MOUNTING	EA	\$114.57
X2PC30-12	Pole Cat Bracket with 12" ASB200P1	POLE CAT SIGN MOUNTING	SET	\$122.82
X2PC30-18	Pole Cat Bracket with 18" ASB200P1	POLE CAT SIGN MOUNTING	SET	\$126.95
X2PC30-24	Pole Cat Bracket with 24" ASB200P1	POLE CAT SIGN MOUNTING	SET	\$131.08
X2PC30-30	Pole Cat Bracket with 30" ASB200P1	POLE CAT SIGN MOUNTING	SET	\$135.21
X2PC30-36	Pole Cat Bracket with 36" ASB200P1	POLE CAT SIGN MOUNTING	SET	\$139.34
X2PC30-42	Pole Cat Bracket with 42" ASB200P1	POLE CAT SIGN MOUNTING	SET	\$143.47
X2PC30-48	Pole Cat Bracket with 48" ASB200P1	POLE CAT SIGN MOUNTING	SET	\$147.60
X2PC30-54	Pole Cat Bracket with 54" ASB200P1	POLE CAT SIGN MOUNTING	SET	\$151.73
X2PC30-60	Pole Cat Bracket with 60" ASB200P1	POLE CAT SIGN MOUNTING	SET	\$155.86
SCL316-35	3/16" X 24" cable assembly for 3" - 5" dia. Round	POLE CAT CABLE ASSEMBLIES	EA	\$34.40
SCL316-57	3/16" X 30" cable assembly for 5" - 7" dia. Round	POLE CAT CABLE ASSEMBLIES	EA	\$43.00
SCL316-79	3/16" X 36" cable assembly for 7" - 9" dia. Round	POLE CAT CABLE ASSEMBLIES	EA	\$51.60
SCL316-911	3/16" X 42" cable assembly for 9" - 11" dia. Round	POLE CAT CABLE ASSEMBLIES	EA	\$60.20
SCL316-1113	3/16" X 48" cable assembly for 11" - 13" dia. Round	POLE CAT CABLE ASSEMBLIES	EA	\$68.80
SCL316-1315	3/16" X 54" cable assembly for 13" - 15" dia. Round	POLE CAT CABLE ASSEMBLIES	EA	\$77.40
SCL316-1517	3/16" X 60" cable assembly for 15" - 17" dia. Round	POLE CAT CABLE ASSEMBLIES	EA	\$86.00
SCL316-1719	3/16" X 66" cable assembly for 17" - 19" dia. Round	POLE CAT CABLE ASSEMBLIES	EA	\$94.60
SCL316-1921	3/16" X 72" cable assembly for 19" - 21" dia. Round	POLE CAT CABLE ASSEMBLIES	EA	\$103.20
XPC30-ST	Ball Stop swaging tool	POLE CAT INSTALLATION TOOLS	EA	\$565.00
SCL316-CT	Stainless Cable cutting tool	POLE CAT INSTALLATION TOOLS	EA	\$340.00

Xcessories Squared List Price

Post Hardware & Connector Brackets

Part Number	Description	Category	STD. PKG.	List Price
CB516-S-Z	5/16" Small Corner Bolt through 2"	PSST HARDWARE	EA	\$0.66
CB516-M-Z	5/16" Medium Corner Bolt through 2-1/2"	PSST HARDWARE	EA	\$0.67
CB516-L-Z	5/16" Large Corner Bolt through 3"	PSST HARDWARE	EA	\$0.98
FNS16-Z	5/16" Flange Nut used w/ corner bolts	PSST HARDWARE	EA	\$0.15
JNH516-Z	5/16" Heavy Hex Jam Nut	PSST HARDWARE	EA	\$0.14
DRAS3878-06	3/8" Aluminum Shell/Steel Pin Drive Rivet	PSST HARDWARE	EA	\$0.95
DRAS3878-06-W	3/8" Alum. Shell/Steel Pin Drive Rivet w/ washer	PSST HARDWARE	EA	\$1.20
XDR3878-05-Z	3/8" All Steel Econo Drive Rivet	PSST HARDWARE	EA	\$1.08
NW38	3/8" Nylon Washer	PSST HARDWARE	EA	\$0.22
SMRA25-18	1/4" Alum. Sign Mate Rivet #18	PSST HARDWARE	EA	\$0.88
SMRA25-26	1/4" Alum. Sign Mate Rivet #26-use w/1 1/4" PSST	PSST HARDWARE	EA	\$0.09
SMRA25-30	1/4" Alum. Sign Mate Rivet #30-use w/1 1/4" PSST	PSST HARDWARE	EA	\$0.99
SMRA25-34	1/4" Alum. Sign Mate Rivet #34-use w/2" PSST	PSST HARDWARE	EA	\$1.04
PVCSP150	1/2" x 1 1/2" PVC Spacer / fits #30 Sign Mate Rivet	PSST HARDWARE	EA	\$0.48
PVCSP175	1/2" x 1 3/4" PVC Spacer / fits #34 Sign Mate Rivet	PSST HARDWARE	EA	\$0.54
TL015-Z	T - Fitting	PSST CONNECTOR BRACKETS	EA	\$4.08
TL016-Z	L - Fitting	PSST CONNECTOR BRACKETS	EA	\$6.14
TL017-Z	Anti - Rotation Fitting	PSST CONNECTOR BRACKETS	EA	\$4.67
TL018-Z	Straight Fitting	PSST CONNECTOR BRACKETS	EA	\$5.16
TL019-Z	45 Degree Offset Fitting	PSST CONNECTOR BRACKETS	EA	\$3.70
TL020-Z	90 Degree Fitting	PSST CONNECTOR BRACKETS	EA	\$3.80
TL092-Z	3/8" Gravity Lock Pin Through 2"	PSST CONNECTOR BRACKETS	EA	\$4.08
TL094-Z	3/8" Gravity Lock Pin Through 2 1/2"	PSST CONNECTOR BRACKETS	EA	\$4.35
TBB3-Z	Collapsible Barricade Plate, fits all PSST	PSST TYPE III BARRICADE BRACKETS	EA	\$7.34
TBB3A-Z	Collapsible Barricade Assembly, fits all PSST	PSST TYPE III BARRICADE BRACKETS	EA	\$18.21
TL132-Z	Shear Pin Barricade Plate, fits 1 1/4" & 2" PSST	PSST TYPE III BARRICADE BRACKETS	EA	\$6.52
TL133-Z	Shear Pin Barricade Plate, fits 1 1/4" & 2" PSST	PSST TYPE III BARRICADE BRACKETS	EA	\$18.50
FM908-75-P	Flag Mount Bracket for 3/4" Dowels	MISCELLANEOUS	EA	\$48.91
TL100G	Tubing Step for 1 1/4" - 2 1/2" PSST	MISCELLANEOUS	BX	\$434.78
SP8-4375	Slug Punch	MISCELLANEOUS	BX	\$173.91

Xcessories Squared List Price

Installation Equipment				
Part Number	Description	Category	STD. PKG.	List Price
MD-30-LR	Manual post driver - Slide type, fits lock and release drive caps	DRIVER	EA	\$1,239.13
A01014	7/8" x 4-1/4" Standard Moil Point	DETCHABLE SHANKS	EA	\$94.90
A02014	7/8" x 4-1/4" Narrow (1") Chisel	DETCHABLE SHANKS	EA	\$94.48
A03014	7/8" x 4-1/4" Wide (3") Chisel	DETCHABLE SHANKS	EA	\$131.97
A41014	1-1/4" x 6" Moil point x 14" length UC	DETCHABLE SHANKS	EA	\$131.97
A42014	1-1/4" x 6" Narrow Chisel - 14" UC	DETCHABLE SHANKS	EA	\$131.97
A43014	1-1/4" x 6" Wide Chisel 3" wide 14" UC	DETCHABLE SHANKS	EA	\$164.68
B00500	5" x 6" - 11" UC Asphalt Cutter - for 7/8" x 4-1/4"	DETCHABLE SHANKS	EA	\$337.58
B40500	5" x 6" - 11" UC Asphalt Cutter - for 1-1/4" x 6"	DETCHABLE SHANKS	EA	\$364.53
B91608-012	8" Square Tamper w\ 7/8" x 4-1/4" Shank	DETCHABLE SHANKS	EA	\$846.56
B91608-412	8" Square Tamper w\ 1-1/4" x 6" Shank	DETCHABLE SHANKS	EA	\$846.56
SB18D-300	7/8" x 4-1/4" DU w\ 3" dia steel insert rok bit	DETCHABLE SHANKS	EA	\$498.37
RB18D-300	7/8" x 4-1/4" DU w\ 3" dia carbide insert rok bit	DETCHABLE SHANKS	EA	\$1,109.03
SB18D-400	7/8" x 4-1/4" DU w\ 4" dia steel insert bit	DETCHABLE SHANKS	EA	\$576.12
DC150175M	Drive Cap(Manual) 1.5" Sq. to fit 1.75" Anchor	DRIVE CAPS	EA	\$294.61
DC175200M	Drive Cap(Manual) 1.75" Sq. to fit 2" Anchor	DRIVE CAPS	EA	\$294.61
DC200225M	Drive Cap(Manual) 2" Sq. to fit 2.25" Anchor	DRIVE CAPS	EA	\$295.86
DC219250M	Drive Cap(Manual) 2-3/16" Sq. to fit 2.5" Anchor-10ga	DRIVE CAPS	EA	\$320.72
DC225250M	Drive Cap(Manual) to fit 2.5" Anchor	DRIVE CAPS	EA	\$320.72
DC250300M	Drive Cap(Manual) to fit 3" Anchor	DRIVE CAPS	EA	\$328.53
DC231250M	Standard Manual Drive Cap for 2.5" Rd. Pipe	DRIVE CAPS	EA	\$230.04
DC262278M	Drive Cap(Manual) 2-5/8" Dr. Cap for 2-7/8" OD Pipe	DRIVE CAPS	EA	\$272.53
UCDC-24M	Manual U-Chan. Dr. Cap for 2#-4# sect. of STD/RIB	DRIVE CAPS	EA	\$541.35
DC150175LR	Power Lock & Release Drive Cap to fit 1.75" Anchor	DRIVE CAPS	EA	\$312.87
DC175200LR	Power Lock & Release Drive Cap to fit 2" Anchor	DRIVE CAPS	EA	\$312.87
DC200225LR	Power Lock & Release Drive Cap to fit 2.25" Anchor	DRIVE CAPS	EA	\$314.09
DC225250LR	Power Lock & Release Drive Cap to fit 2.50" Anchor	DRIVE CAPS	EA	\$349.34
DC250300LR	Power Lock & Release Drive Cap to fit 3" Anchor	DRIVE CAPS	EA	\$355.69
DC231250LR	Lock & Release Dr. Cap for 2-1/2" Rd. ODx14ga Pipe	DRIVE CAPS	EA	\$262.96
DC262278LR	Lock & Release Dr. Cap for 2-7/8" Rd. ODx12ga Pipe	DRIVE CAPS	EA	\$306.25
UCDC-24LR	Lock & Rel. U-Chan Dr. Cap for 2-4# sect. of STD/RIB	DRIVE CAPS	EA	\$558.09
DS3875LR	Lock & Release Drive Shank (7/8" x 3-1/4")	SHANKS	EA	\$286.69
DS4875LR	Lock & Release Drive Shank 7/8" x 4-1/4"	SHANKS	EA	\$286.69
DS4100LR	Lock & Release Drive Shank 1" x 4-1/4"	SHANKS	EA	\$286.69
DS61125LR	Lock & Release Drive Shank 1-1/8" x 6"	SHANKS	EA	\$286.69
DS61250LR	Lock & Release Drive Shank 1-1/4" x 6"	SHANKS	EA	\$286.69
SAPD45LR	Lock & Release Adapter for Stanley PD45 Hammer	ADAPTERS	EA	\$1,086.96
SAPD48LR	Lock & Release Adapter for Stanley PD48 Hammer	ADAPTERS	EA	\$1,248.90
FA380LR	Lock & Release Adapter -Fairmont w/3.8" ID Rd Head	ADAPTERS	EA	\$1,152.74
FA280LR	Lock & Release Adapter -Fairmont w/2.8" ID Rd Head	ADAPTERS	EA	\$1,152.74
LDWP-1	Light Duty Wedge Puller	WEDGE PULLER	EA	\$349.86
S70-S	Shaft & Collar	WEDGE PULLER	EA	\$166.57
JR-50	5# Slide Weight	WEDGE PULLER	EA	\$87.89
N03-N	3/8" & 1/2" Double Hex Nut	WEDGE PULLER	EA	\$21.14
JR-58	Light Duty Hook	WEDGE PULLER	EA	\$40.25



NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$25,000.00 submitted to the State for goods or services.

Agency Name: Office of Management & Enterprise Services Agency #: 09000

Supplier Legal Name: _____ Solicitation or Purchase Order #: 0900000494

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, for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers 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 connection with the prospective acquisition;
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid; and
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
 - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
 - 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. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

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

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.

SECTION III [74 O.S. § 582]:

For the purpose of a contract for goods or services, the supplier also certifies is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

The undersigned, duly authorized agent for the above named bidder or 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



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

1. RE: Solicitation# 0900000494

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. Bidder currently engaged in a boycott of goods or services from Israel.

- YES
- NO

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 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 with the bid a certificate of insurance.
- NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.¹

¹ For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature _____ Date _____

Printed Name _____ Title _____



Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- **Garnishment Payees:** Use OMES Form GarnVendor
- **State Employees:** Use OMES FORM Employee Vendor Request
- **Vendors pending contract award to a solicitation released by the division of Central Purchasing or another Oklahoma state agency** MUST first register online with the state unless exempt per statute. For additional information, please refer to Central Purchasing Vendor Registration.

AGENCY SECTION (To be completed by state agency representative):

State agency representative should provide form to payee for completion of the vendor section shown below. Upon receipt of the completed form the agency should enter request instructions below. Please email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

Agency Name				Contact Name		
Phone #		Fax #		Email		
Agency Request To – Please select all applicable request types						
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID				
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address #		PeopleSoft Location #		
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name		PeopleSoft Location #		
<input type="checkbox"/> Other	Explain					
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:					
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 – Other Income			
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds			
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney					

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.

Name				Contact Name		
Payee Legal Name for Business, Individual or Government Entity as filed with IRS				Contact Title		
DBA Name				Phone #		
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name				Fax #		
Tax Identification Number (TIN) and Type:				<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)		
Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service						
Address				City		
State		Zip+4		Remittance Email		
Optional Addresses – Please select address type as applicable						
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:
Address				City		
State		Zip+4		Remittance Email		
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.						
Name				Title		
					Email	

W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

Domestic (U.S.) Sole Proprietor or Individual Domestic (U.S.) Partnership Domestic (U.S.) Corporation Type: _____

Limited Liability Company Type: _____

LLC Disregarded Entity: YES NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

Domestic (U.S.) Other Explain: _____

Foreign (Non-U.S.) Sole Proprietor or Individual* Foreign (Non-U.S.) Partnership* Foreign (Non-U.S.) Type: _____

Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/fw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		

RF#00900000494 Exhibit 2 : Price sheet

SW0761 : Sign Posts and Hardware					
Item Id#	Description	Size/Gauge	MODEL #	Price per EA	
1000029827	POST SET: Delineator Posts, 48 Driveable	yellow post with 1 Each-3 x 9 Yellow Reflective Sheet (HIP)	SH248GPR--YA	\$31.00	
24251	POST SET: Delineator Posts, 48 Driveable	white post with 1 Each-3 x 9 White Reflective Sheet (HIP)	SH248GPR--WS	\$31.00	
1000029879	POST SET: Delineator Posts, 48 Driveable	white post, bi-directional, with 2 Each-3 x 9 White Reflective Sheet (HIP)	SH248GPR--WS 2 Reflective	\$37.00	
1000029880	POST SET: Delineator Posts, 48 Driveable	yellow post, bi-directional, with 2 Each-3 x 9 Yellow Reflective Sheet (HIP)	SH248GPR--YA 2 Reflective	\$37.00	
1000029817	POST SET: Surface Mount Delineator Posts	36 white post, round top with 2 Each 3 x 8 White Reflective Wraps (HIP)	SH36SMA--WS	\$33.00	
1000029818	POST SET: Surface Mount Delineator Posts.	36 yellow post, round top with 2 Each 3 x 8 Yellow Reflective Wraps (HIP)	SH36SMA--YA	\$33.00	
1000028598	JOINT Square to Round/SD0003	(part of Spur Flex 48 Driveable Delineator & 36 Surface Mount Delineator)			
1000029821	POST PARTS: 48 Driveable Replacement Post.	white post with 1 each-3 x 9 white reflective sheet (HIP)	SH248GPR--WS	\$29.00	
1000029822	POST PARTS: 48 Driveable Replacement Post, Bi-directional.	white post with 2 each-3 x 9 white reflective sheet (HIP)	SH248GPR--WS 2 Reflective		
1000029823	POST PARTS: 48 Driveable Replacement Post.	yellow post with 1 each-3 x 9 yellow reflective sheet (HIP)	SH248GPR--YA	\$29.00	
1000029824	POST PARTS: 48 Driveable Replacement Post.	bi-directional, yellow post with 2 each-3 x 9 yellow reflective sheet (HIP)	SH248GPR--YA 2 Reflective		
1000029825	BOLT: Washer & Lock Nut 5/16 x 2 3/4				

1000029802	COTTER & PIN: Clevis Pin & Hairpin Cotter 3/8 x 2 1/4				
1000029841	BASE: 7x10 with 3/8 L-Pin, Flat Surface Mount				
1000029842	BASE: 7x10 for Sloped Surfaces				
1000029837	JOINT: T-Joint for Sloped Surface Mount Base				
1000029807	POST PARTS: 36 Surface Mount Replacement Post.	SH1336SNR--WS	529.00		
1000029806	POST PARTS: 36 Surface Mount Replacement Post.	SH1336SNR--YA	529.00		
1000029836	BOLT: Anchor, Washer & Nylon Plug				
1000029843	BUTYL PAD: 8x8 pads, 80 per box, will apply 26 surface mounts	SHRT1--W-CA Case of 48	5315.00		
1000029860	CHANNELIZING SYSTEM: 40 Shur-Curb Traffic Separator.				
1000029861	CHANNELIZING SYSTEM: Replacement				
1000029862	CHANNELIZING SYSTEM:				

STATE OF OKLAHOMA

Sign Posts, Square Tubing Posts, Delineators

Vendor Name:

INSTRUCTIONS: If vendor is going to charge a credit card processing fee, bidder must provide the pricing for credit card transaction processing fees. If the bidder does not provide the pricing for credit card transaction processing fees, the State will assume no such fee applies. The State will pay credit card processing fees no greater than the lowest of the actual processing fee assessed by Supplier or 2.5% of the transaction amount. Verification of agreements with credit card companies must be provided upon request.

Credit Card Type	Credit card Transaction Processing Fees.
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Visa, Mastercard, Amex, & Discover



This addendum is added to and is to be considered part of the subject contract.

Statewide Contract #: SW0761

PeopleSoft Contract ID: 0-6178, 0-6180, 0-6181

Contract Title: Signposts, Square Tubing Posts, &
Delineators

Contract Issuance Date: 06/17/2021

Contract Supplier: Gulf Material Sales LLC, Shur-tite
Products, Xcessories Squared Dev & MFG,
Inc.

Addendum # 2

Addendum Date: 09/29/2021

OMES Point of Contact:

Contracting Officer: Cini Zacharia

Phone Number: 405-522-9078

E-mail address: Cini.zacharia@omes.ok.gov

Addendum Information:

**This Addendum is issued to offer a new option for OMES Lockbox Procedures.
Awarded Suppliers may contact the Contracting Officer for details.**

