

Oklahoma Turnpike Authority 3500 Martin Luther King Ave. P.O. Box 11357 Oklahoma City. OK 73136-0357

Request for Proposal For Design/Build Car Shade Canopy At the Oklahoma Turnpike Authority Headquarters Building, in Oklahoma City (RFP # 2013-002)

1 INTRODUCTION:

The Oklahoma Turnpike Authority (OTA) is seeking proposals from potential qualified contractors that would demonstrate to the OTA that the firms would be "qualified" and competent to provide the services listed in this Request for Proposal (RFP).

To be considered "qualified," firms must be independent and demonstrate the skills and experience necessary to perform, at a minimum, the services listed in this Request for Proposal (RFP). Services shall be undertaken in a manner consistent with the prevailing accepted standard for similar services with respect to projects of comparable function and complexity and with the applicable laws and regulations published and in effect at the time of performance of the services

SCOPE OF SERVICES REQUESTED:

See the attached scope of work.

2 INSTRUCTIONS AND CONDITIONS FOR SUBMITTING PROPOSALS:

In connection with this RFP, interested firms should limit their contact with the OTA by communicating with **Mike Cole** at (405) 425-7413 or cell 405-409-6292 regarding this RFP.

Contact with persons other than Mr Cole regarding this RFP may be grounds for eliminations from the selection process.

3 RFP SUBMISSION:

All responses to this RFP must be received by closing date **3:00 P.M., Central Standard Time, Thursday, July 18, 2013**. Proposals will be opened immediately after the closing deadline. Bid openings are open to the public and will be at the bid delivery address. Bids must be sent to the **Oklahoma Turnpike Authority, Attention: Dwight G. Brown,**

Procurement Officer, **3500 N. Martin Luther King Avenue**, **Oklahoma City, OK 73111.** Delivery by telephone facsimile will not be accepted. All proposals should be mailed in an envelope clearly marked "Proposals # RFP 2013-002.

Attach the provided bid notification sticker to the lower left front of your mailing envelope. This bid notification sticker notifies our mail room to not open the envelope, a sealed bid is enclosed. Invitations to quote will be publicly opened immediately after the closing deadline.

4 **RESPONSIVNESS:**

4.1 The detailed requirements set forth below are mandatory. Failure to respond to a specific requirement may result in disqualification. The submission should be concise and limited to no more than necessary pages to describe your propsed style of canopy to include a 8 ¹/₂" x 11" drawing of the proposal. Broshures of your style may be added to your proposal.

5 PLEASE SUBMIT THE INFORMATION IN THE FOLLOWING ORDER:

- 5.1 State the name of the firm submitting proposals, the primary address, telephone, telefax and Federal Employer Identification (FEIN) numbers, the name and title of the person who will serve as key contact person for the firm with respect to the proposals, and the name of the person submitting the proposals as an authorized representative of the firm.
- 5.2 Describe the organization, size, and stability of your firm, identify the key officers and/or management of the firm, and provide a list of office locations, including number of employees in Oklahoma.
- 5.3 List and describe the firm's professional relationships involving the OTA or the State of Oklahoma for the past five years, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the requested Services.
- 5.4 Identify the firm members who would be assigned to any engagement and indicate whether each such person is licensed to practice in Oklahoma, if such licensing is required. Provide information on the background and experience of each person and describe significant engagements they were assigned which were similar to the services listed in this request.
- 5.5 Provide a statement explaining the special resources or qualifications the firm possess to make it uniquely qualified to provide the services listed and related management advisory services.

- 5.6 Provide a list of <u>at least five</u> organizations with the name of a contact person and phone number that can be used as references for performance of similar or related services. Selected organizations may be contacted to determine quality of work performed and personnel assigned to the project.
- 5.7 Requirements listed in the scope of work, Title on a separate page "Response to Scope of Work."

6 SCHEDULE OF EVENTS:

The OTA intends to use the following schedule of events for issuance of and response to this Request for Proposal:

Date of Completion	Description of Event
June 12, 2013	Issue RFP
July 18, 2013 (3:00 p.m.)	Deadline for submission of RFP
	response
July 31, 2013	Interviews [if needed]
August 6, 2013	OTA selection

7 AWARDS AND EVALUATION PROCESS:

- 7.1 The contents of the proposals of the successful firm shall become contractual obligations if procurement ensues. In the event of any conflict in the terms and/or conditions of this RFP and any subsequent contract resulting from this RFP, then the terms and conditions of this RFP shall take precedence. Failure to accept these obligations in a contractual agreement would result in cancellation of the award.
- 7.2 Evaluation Criteria:

All proposals will be reviewed by a designated committee with staff assistance as needed. Firms may be asked to give formal presentations to those committees. Their findings may be submitted to the OTA for consideration and/or award.

- 7.3 Cost
- 7.4 Delivery, installation, and performance time
- 7.5 Quality of equipment/material being presented
- 7.6 Design
- 7.7 References

- 7.8 All information requested on the pricing sheet may be utilized in the evaluation of the bid.
- 7.9 The review committee will determine the relative importance of each catagory

8 APPEAL PROCESS:

Any firm that feels it has been unjustly treated may file a written objection within five business days of date of award to Mr. Alan Freeman, Director of the Administration Division. If a firm is not satisfied with the response they may appeal to Mr. Phil Motley at P.O. Box 11357, OKC, OK. 73136-0357.

9 STANDARD TERMS AND CONDITIONS:

- 9.1 Proposal Costs Incurred: The Oklahoma Turnpike Authority is not liable for any costs, including tolls, incurred by firms responding to the RFP.
- 9.2 Proprietary Information: The firms are hereby notified that information submitted will be handled in accordance with applicable laws, regulations, and policies of the OTA.
- 9.3 Anti-Collusion and Independence: The attached "Non-Collusion Biding Certificate" and "Disclosure of Independence and Relationships" must be signed and notarized and included with the proposal.
- 9.4 Insurance and Indemnification Requirements:
 - 9.4.1 The firm shall protect, indemnify, save and hold harmless the OTA, its officers, agents, and employees from all suits, actions, or claims of any kind or character brought because of injuries or damages received or sustained by any person, persons, or property on account of any operation of the firm, its agents, employees, sub-contractors or any others authorized by the firm to perform work as specified under any contract for services which may result from responding to this solicitation.
 - 9.4.2 The firm shall at its own expense procure coverage provided hereunder from companies authorized to do business in the state of Oklahoma prior to executing a contract for services. Before commencing any work hereunder, the firm shall furnish to the OTA certificates of insurance as required herein showing that it has complied with this section.
 - 9.4.3 In the event any of the work performed by the firm is sublet or assigned, or is otherwise to be performed by anyone other than the firm's own employees, then the insurance specified in this section shall extend to cover such work.

- 9.4.4 All policies required under this solicitation and any ensuing contract shall be maintained in force until completion of the work and shall include an endorsement requiring thirty (30) day prior written notice to the Authority before any change or cancellation is made effective.
- 9.5 Types and minimum limits of insurance required:
 - 9.5.1 Comprehensive General Liability Insurance shall be carried for a combined amount of not less than one million (\$1,000,000) of coverage for all damages arising out of bodily harm, death, and property damage for each occurrence.
 - 9.5.2 Worker's Compensation and Employer's Liability Insurance shall be carried to cover the Offerer's liability under the Worker's Compensation Law of the State of Oklahoma.
 - 9.5.3 Automobile liability of \$1,000,000.00 combined single limit per accident for bodily injury and property damage.

10 PUBLIC AVAILABILTIY TO RFP RECORDS:

Copies of the proposals will be available for public inspection, (after award has been made) under supervision of the Procurement Officer, in the General Administration Division from 7:30 A.M. to 4:30 P.M. Monday through Friday at the Oklahoma Turnpike Authority, 3500 Martin Luther King Avenue, Oklahoma City, OK 73111.

11 DEVIATIONS AND EXCEPTIONS:

Deviations and exceptions from terms, conditions, or specifications shall be described fully on the firm's letterhead. In the absence of such statement, the proposals shall be accepted as in strict compliance with all terms, conditions, and specifications.

12 AUDIT OF RECORDS:

In the event a contractual agreement is created pursuant to this RFP, the contract must contain the following audit clause.

[Firm] shall permit OTA designated personnel the right to examine [firm's] relevant financial and operational records related to this agreement. OTA shall have the right to audit and verify statements submitted by [firm] pursuant to this agreement. [Firm] shall retain these records for a period of three years after the final payment under this agreement or until all pending matters are closed, whichever is later. OTA reserves the right to dispute and receive credit for any costs which an audit may prove to be inappropriate.

13 OTHER TERMS AND CONDITIONS

13.1 Oral presentations:

Oral presentations for the purpose of clarification may be required from those firms whose Proposals are likely to be considered for award or negotiation of a best and final offer.

The Authority reserves the right to reject any or all proposals or to cancel this solicitation at any time.

No work resulting from this RFP may be sublet or assigned without prior written consent of the OTA.

The Authority reserves the right to waive minor technicalities in this RFP.

15 BONDING REQUIREMENTS:

State Statute requires all construction projects exceeding \$50,000 must be bonded. If your proposal exceeds the \$50,000 limit and you are awarded the contract you will be required to provide the following bonds:

Performance Bond, Defect Bond, and a Statutory Payment Bond in an amount of at least the amount of your proposal which will pay for failure to render, professional services under any contract to be awarded pursuant hereto. These bonds are not required to be submitted with proposal, but will be required of the awarded contractor before a contract is issued.

A bid bond of 5% of your proposal is required and must be submitted with the proposal. The bid bond may be in the form of a Cashiers Check or a Bid Bond Form. The Cashiers Check/Bid Bond must be made payable to the Oklahoma Turnpike Authority.

16 TERMINATION OF CONTRACT:

- 16.1 This contract can be cancelled by either party with a 90 day written notice to the other party (the written notice must be by certified mail with a return receipt requested); or the OTA may immediately cancel this contract when violations are found to be an impediment to the function of the OTA and detrimental to its cause, or when conditions preclude the 90 day notice.
- 16.2 This contract may be reduced, canceled, and/or not renewed, should the OTA believe it is in the best interest of the OTA.
- 16.3 If this contract is terminated, the OTA shall be liable only for payment of services already rendered before the effective date of termination.

17 CONTRACTOR EMPLOYEE VERIFICATION:

17.1 All contractors who desire to provide the OTA with manual service work are required by state statute to complete the attached E-Verify Form.

18 CONTRACT:

18.1The awarded contractor will be required to sign a contract for the services requested.

19 PRE-BID MEETING:

There is no pre-bid meeting.

20 SITE VISIT

Sight visits are recommended. See the Scope of Work.

OKLAHOMA TURNPIKE AUTHORITY NON-COLLUSION BIDDING CERTIFICATION

STATE OF OKLAHOMA)) SS COUNTY)

A.

For purposes of competitive bids, I certify:

- 1. I am the duly authorized agent of , the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached;
- 2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
- 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party to the following:
 - a. Any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding;
 - b. 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; and
 - c. Any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
- B. I certify, if awarded the contract, whether competitively bid or not, that neither the Contractors nor anyone subject to the Contractor's direction or control has paid, given, or donated or agreed to pay, give, or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Certified this ______ day of ______, 20____.

(Signature)

(Print Name)

STATUS VERIFICATION SYSTEM AFFIDAVIT

STATE OF OKLAHOMA)) SS: COUNTY OF_____)

I, _____, of lawful age, and having been first duly sworn, on oath states:

- 1. That I am the agent authorized by the Contractor to submit the attached contract to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and have been personally and directly involved in the procurement of this contract.
- 2. That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B)(1), to verify the work eligibility status of all new employees of the Contractor.

FURTHER AFFIANT SAITH NOT.

AFFIANT

Subscribed and sworn before me this __day of _____, 20____.

Notary Public

My Commission Expires: _____

My Commission Number:_____

SCOPE OF WORK PARKING SHADE COVER FOR HEADQUARTERS POOL VEHICLES

General: The scope of work is for designing, engineering, manufacturing and installation of a shade cover (car canopy) for protecting pool vehicles at the Oklahoma Turnpike Authority (OTA) Headquarters Building at 3500 N. Martin Luther King Ave, Oklahoma City, OK 73111. The structures are to be installed on an existing parking area constructed of asphalt. The awarded contractor will be required to construct an engineered certified footing (base) sufficient to support the structures.

A sample drawing is attached to show desired design.

The design is made from a USAShade Fabric Structure. Your proposal must be in this general style or equivalent.

Potential contractors are encouraged to visit the site for inspection, field measurements, and preparation for drawings to allow for the topography of the lot. Visits can be arranged through Mike Cole at 405-425-3640 or cell 405-409-6292

State statute requires all state property construction projects exceeding \$50,000 to be bonded. The bond requirements are: Bid Bond, Performance Bond, Defect Bond, and Payment Bond. Not all bonds are required at the time of bid submittal. The Performance, Defect, and Payment Bonds will be required of the awarded contractor and will be due at the time of contract signing. A bid bond of 5% of your bid is required and must accompany your bid proposal. Failure to submit a bid bond with your proposal will make your bid non-compliant and will disqualify your bid.

Awarded contractor will be required to provide engineered certified/stamped plans, drawings, and specifications for approval prior to contracting. The engineer must be licensed with the State of Oklahoma.

Questions are to be directed to Mike Cole at the phone numbers listed above or electronically at: mcole@pikepass.com

There will be two structures:

- First structure to be 20' deep (out from curb) x 102' long, 8' entry height to cover 10 parking spaces
- Second structure to be 16' wide x 20' deep (out from curb), 8' entry height

The shade cover (car canopy) must meet these minimum requirements.

- Engineered to meet IBC 2003 specifications
- Single row style covered parking
- Single pole Cantilever style frame with fabric top. Hip style top design preferred
- Must meet 90 mph wind load, exposure C, a live snow load of 5 lb/sf

Fabric: Forest Green in color

- Fabric covered top, Forest Green in color
- Must have zero wind pass through (sieve rate) on the fabric

- Fabric must be UV shade protective, high-density polyethylene that weighs 195g per meter Multi Knit, Fire tested fabric that must conform to ASTM E84 testing standards, mesh shall be Rachel knitted with monofilament and tape yarn filler to ensure that the material will not unravel if cut.
- Fabric must have minimum fading after 5 years
- Fabric 2.43-2.58 oz/sqft
- Fabric must have be temperature tolerant from -13 to +176 degrees F
- Fabric Knot is to be made using monofilament and tape filler, which has a weight of 340g per sq meter
- Fabric properties, a minimum of 8 years continuous exposure to the sun
- Fabric mass, 10.0oz/sgyd
- All sewing threads are to be double stitched
- Threads shall be GORE Tenara Sewing manufactured from 100% expanded PTFE, mildew resistant exterior approved thread with very low shrinkage factor, resist flex and abrasion of fabric, and resistant to extreme sun light

Steel: Black in color

- All steel members of the shade structure shall be designed in strict accordance with the requirements of the American Institute of Steel Construction (AISC Specifications and the American Iron and Steel Institute (AISI) specifications for Cold Formed Members.)
- All connections shall have a minimum internal sleeving tolerance of .0625 inches using high tensile strength steel section with a minimum sleeve length of 6 inches.
- All non-hollow structural steel members shall comply with ASTM A-36. All hollow structural steel members shall be cold formed, high strength steel and comply with ASTM A-500, Grade C. All steel plates shall comply with ASTM A-572, Grade 50. All galvanized steel tubing shall be triple coated for rust protection using an in-line electroplating coat process. All galvanized steel tubing shall be internally coated with zinc and organic coatings to prevent corrosion.

Bolts:

- All structural field connections of the shade structure shall be designed and made with high strength bolted connections using ASTM A-354, Grade B or SAE J249, Grade 8.
- All stainless steel bolts shall comply with ASTM F-593, alloy Group 1 or 2. All bolt fittings shall include rubber washer tight seal at joints. All nuts shall comply with ASTM F-594, Alloy Group 1 or 2.

Welds:

- All shop welded connections of the shade structure shall be designed and performed in strict accordance with the requirements of the American Welding Society (AWS) specifications. All welds shall be done by certified welders. No on-site or field welding will be permitted.
- All full penetrating welds shall be tested to the requirements of the IBC 2009.

Powder Coating:

- Galvanized steel tubing preparation prior to powder coating shall be executed in accordance to solvent cleaning SSPC-SP1. Solvents such as water, mineral spirits, xylol, toluol, wichare to be used to remove foreign matter from the surface. A mechanical method prior to solvent cleaning prior to surface preparation shall be executed according to Power Tool Cleaning SSPC-SP3 and using wire brushes abrasive wheels and needle guns etc.
- Carbon structural steel tubing preparation prior to coating shall be executed in accordance to commercial cleaning SSPC-SP6 or NACE # 3.
- Powder Coating shall be sufficiently applied, with a minimum 3 mils thickness and cured at the recommended temperature to provide proper adhesion and stability to meet salt spray and adhesion test as defined by the American Society of Testing Materials.
- Powder used in the powder coating process shall have the following characteristics: Special Gravity: 1.68 +/- 0.05 Theoretical coverage: 114 +/- 4ft²/lb/mil Mass loss during cure: <1% Maximum storage temperature 75 degrees F

Tension Cable:

- Steel cable is determined based on calculated engineering load.
- A minimum of 3/8" galvanized 7 x 19 strand cable shall be used.

Concrete:

- Concrete must be 3000psi, aggregate HR, slump 3-5, 28 days strength
- Concrete work must be done in accordance with the latest edition of the American Concrete Building Code ACI 318

Installation:

• Installation must be done in compliance with the manufacturer's instruction for assembly, installation, and erection per approved drawings.

Warranty:

- There must be a 12 month warranty on all labor and material.
- A supplemental warranty from the manufacturer shall be provided for a minimum period of 10 years (pro-rated) on fabric, and 10 years on the structure integrity of the steel from the date of completion.

Samples:

- Potential vendors are to provide with their proposal a sample of the fabric being proposed.
- Color pictures from similar projects
- Provide a sample drawing that will show design of your proposed cover. Drawing must be similar to the drawing attached to this solicitation.

RFP 2013-002 PRICING SHEET

Company Name:
Company Address:
Company Contact:
Ph# / Fax#:
FIN #:
Authorized Signature:
Pricing: 102' x 20' Structure
Material:
Labor:
Pricing: 16' x 20' Structure
Material:
Labor:
Warranty:
12 months on all material & labor: Yes/No
Supplemental warranty 10 years pro-rated: Yes/No
Days From Notice to Proceed to Completion Date of Install:

PAGE FOLLOWING THIS PAGE IS SAMPLE PROVIDED DRAWING

