



State of Oklahoma
Department of Wildlife Conservation

Solicitation

1. Solicitation #: 52L

2. Solicitation Issue Date: 10/27/2011

3. Brief Description of Requirement:

Fiberglass Fish Hauling Tank

See page 9 for additional specifications

4. Response Due Date¹: November 10, 2011

Time: 3.00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

Oklahoma Department of Wildlife Conservation

- U.S. Postal Delivery: PO Box 53465, Oklahoma City, Oklahoma 73152
- Carrier Delivery: 1801 N Lincoln, Oklahoma City, Oklahoma, 73105

6. Solicitation Type (check one below):

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

7. Shipping Location: JA Manning State Fish Hatchery, 19333 St. Hwy 49, Lawton, OK 73507

8. Contracting Officer:

Name: Lindsey Presley

Phone: 405-522-5762

Email: lhaeske@odwc.state.ok.us

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

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



State of Oklahoma
Department of Wildlife Conservation

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation

1. **RE: Solicitation #** 52L

2. **Bidder General Information:**

FEI / SSN : _____ VEN ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit³:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

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

☐ YES - Filing Number: _____

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

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

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

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)⁴

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbusssales.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/documents/WorkersComp.pdf>



State of Oklahoma
Department of Wildlife Conservation

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

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: 52L

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

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

A.3. Solicitation Amendments

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

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

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

A.6. Bid Opening

Sealed bids shall be opened by the Dept. of Wildlife Conservation located at 1801 N Lincoln, Oklahoma City, Oklahoma at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Bids Subject to Public Disclosure

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

A.8. Late Bids

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

A.9. Legal Contract

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

A.10. Pricing

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

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

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

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid

may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

A.14. Award of Contract

- A.14.1.** The procuring agency may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the procuring agency to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" (www.ok.gov/OSF/documents/osfvend.pdf). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www.irs.gov/pub/irs-pdf/fw8ben.pdf). Failure to do so may delay contract award.

A.15. Contract Modification

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

A.16. Delivery, Inspection and Acceptance

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

A.17. Invoicing and Payment

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

A.18. Tax Exemption

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

A.19. Audit and Records Clause

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

A.20. Non-Appropriation Clause

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

A.21. Choice of Law

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

A.22. Choice of Venue

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

A.23. Termination for Cause

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

A.24. Termination for Convenience

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

A.25. Insurance

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

A.26. Employment Relationship

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

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

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

A.28. Compliance with Applicable Laws

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

A.29. Special Provisions

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

B. SPECIAL PROVISIONS

The Oklahoma Department of Wildlife is seeking bids for a fiberglass fish hauling tank.

This contract is for an indefinite quantity and the State may, or may not; buy the quantity mentioned in this contract.

C. SOLICITATION SPECIFICATIONS

C.1. Tank to have a working capacity of approximately 950 gallons. Tank will have three (3) compartments with each compartment to have a working capacity of approximately 315 gallons each. Tank will be mounted by successful bidder on a Ford 550 Super Duty 4X4 dual wheel flatbed pickup with a 14.0' X 8.0' hydraulic lift aluminum bed. The front compartment shall drain into the middle compartment and the middle should drain into the back. The back compartment shall dump out the back of the tank. All dumps shall be 10" and shall come with plugs to seal up each. Slide gates shall be located in front of each dump. A cam lock style plug will be used on the rear dump.

C.2. Tank Dimensions:

Outside dimensions: (12.6' long) X (5.0' wide) X (38" tall)

Inside depth: From inside floor (drain end) to bottom of overflow drains is to be at least 30".

C.3. Tank Construction and Features:

C.3.1. Tank must be constructed completely with molds. Inside and outside sections to be fiberglass laminates that will be permanently bonded together. This is to ensure superior strength and a smooth glass like surface inside and out and to significantly reduce the total weight of the tank itself.

C.3.2. Wood reinforcements will be used for additional support areas: minimum of 1 X 4's in the sides and bottom and 2 X 4's and 3/4" plywood in the top deck.

C.3.3. An approved FDA gel coat is to be used. Tank is to be white in color. Fiberglass thickness is to be 1/8" or thicker. Inside and outside stress points, such as corners and bends, are to be reinforced to 3/8" or thicker and 1/4" to 3/8" center to corner.

C.3.4. Interior and exterior tank surface to have a smooth gel coat finish. Finished product is to be food safe and non-toxic.

C.3.5. Tank is to be insulated with a minimum of 2" of polyurethane structural pour type foam in tops, sides, bottom, divider walls, and lids.

C.3.6. Each compartment will have its own lid. The top of each lid, when they are closed tight, will only stick up about 2.0" above the top of the tanks surface. Each lid when closed tightly is required to be as water tight as possible and be fitted with a permanently bonded foam rubber gasket so that water and fish will not slosh or escape. The lids shall be 30" wide and 30" long and will open from the driver's side of the truck/tank towards the passenger's side. Each lid will have as a minimum of six (6) inch aluminum handle for opening the lid. Each lid will have two (2) standard door stops to allow the lids to stay open. They will be made of molded fiberglass.

C.3.7. The lids will have 3" wide stainless steel hinges running the entire width (30") of the lid and a stainless steel pin running the full length of the hinge. Each lid will have a jackknife style hinge and two destaco latches per lid installed to keep the lids securely closed with tank is in use.

C.3.8. All metal use in construction of the tank or any parts shall be stainless steel or aluminum to prevent salt corrosion.

C.3.9. The first compartment (closest to the cab of truck) will drain into the middle compartment and the middle compartment in to the final one (back of the truck). The tank floor of each compartment should be three way sloping towards the drain end of the tank. The rear drain will be fitted with a ten inch aluminum two lever female cam lock and a 10" gasketed aluminum cap.

C.3.10. Between each compartment and the drain end of the tank, there shall be a gasketed slide gate. Each slide gate shall have a T-shaped stainless steel handle and extension rod reaching down to the gate is to 1/4" to 5/16" thick or better and all other hardware necessary to operate the gates shall be made of fiberglass. Each slide gate needs a mechanism to keep the gate up by itself when the tank is empty or in the process of releasing fish from the tank. The slide gates are to be positioned within a permanently confined vertical track and are to have a durable gasket material (neoprene) material around the slide gate to allow them to be as water tight as possible when a compartment that is next to one that is still full. The gate between each compartment shall be at least 12" wide and 12" tall.

C.3.11. In each of the three (3) compartments there will be two 4 1/2" fiberglass lined agitator ports spaced evenly behind the lids/lid brackets and the outside edge of the tank so that the lids do not hit the agitators. Standard 12 volt agitators will be used as supplemental source of oxygenation when hauling fish.

C.3.12. A total of six (6) 1" diameter circular port holes (that boat plugs will fit) are required on the top of that tank. Two port holes per each compartment located on the top of the tank (behind the tank lids/door stops and agitator holes and close to the edge of the tank). These ports holes are for use to run air lines to oxygenation equipment in each compartment. (See drawings for placement).

C.3.13. Next to and directly across from each agitator port hole, two (2) 3/8" stainless threaded studs embedded in the fiberglass tank top 1 1/2" from the inside edge of the each agitator port hole are requested. The treaded studs shall have wing nuts on them. 1 1/2" of the threaded stud is needed to be sticking straight up vertically. This provides something solid to make a bracket to hold the agitators in place more securely.

C.3.14. Six (6) 1" diameter circular screened tempering drains/overflow drains with boat plugs are required. Two (2) for each compartment and are to be located on the passenger's side of the tank to regulate the water elevation. Each overflow drain will have the interior side screened with a 1/8" wire mesh (non-rusting material) or similar material or design to prevent small fish from coming out. The exterior side of the overflow drains will be fitted with a standard boat plug. The tempering/overflow drains are to be 30" from the bottom of the tank floor and should be allowed for approximately 4.0" of free air space left from the normal water level elevation in the tank to the top underside of the tanks interior surface (allowing the room for the agitators to work properly).

C.3.15. A 2" X 2" aluminum (approximately .090" thick) metal angle is to be mounted along the top/side edges around the top perimeter of the tank to protect the top edges and also give us something solid to mount or attach a pull railing to get up on the truck easier.

C.3.16. A 4" aluminum metal angle (1/4" thick) is required at the drain end of the tank bottom (to be mounted to the truck and tank) to give additional support to hold the tank in place (in conjunction with the tie down brackets) with the lift bed has been raised.

C.3.17. Tank will have at least six (6) standard tie down mountain brackets (three per 150" bottom side of the tank) for anchoring tank to the truck and will be made of 1/8" or thicker aluminum channel.

C.3.18. Tank will be mounted on a minimum of two (2) inch thick polyurethane foam (or Styrofoam with 2 pound density), provided by the vendor, and will run the full length and width of the tank. All mounting equipment is to be supplied by the successful bidder when tank is installed. Mounting hardware must be stainless steel.

C.3.19 Three (3) 6" aluminum handles are needed on the upper half of the back end of the tank for a grip to hold to get up on the truck bed. The handles should be at the same height as the overflow drain plugs and be turned horizontally.

C.3.20. Each compartment needs a vent to allow built up gases to escape. A standard 1 1/2 pvc pipe and pvc elbow vent over the top of each compartment are requested.

D. EVALUATION

None

E. INSTRUCTIONS TO SUPPLIER

E.1. Tank is to be covered by a 5 year warranty on craftsmanship and materials.

E.2. Successful bidder is responsible for any damage to truck bed, paint, or to the truck during installation of tank. Any damages done shall be repaired immediately to original condition.

E.3. If the successful bidder is within a 600 mile radius from the JA Manning State Fish Hatchery, ODWC will bring the truck to the vendor's location for the tank to be mounted on the truck by the successful bidder. If the successful bidder is outside of the 600 mile radius the vendor will be required to travel to the JA Manning State Fish Hatchery to mount the tank onto the truck. It is the bidder's responsibility to know whether or not they are outside of the 600 mile radius and to bid accordingly.

E.4. If upon inspection by ODWC personnel the tank is not built to specifications, it will be the vendor's responsibility to cover any additional shipping/delivery charges incurred.

E.5. All questions about this ITB must be directed IN WRITING by way of email or fax to the Contracting Officer:

Lindsey Presley, Contracting Officer

Fax: (405) 522-3486

Email: lhaeske@odwc.state.ok.us

All questions concerning this ITB must be submitted in writing by way of email or fax to the Contracting Officer no later than **November 8, 2011 at 4:30pm CST.** No questions other than written and no questions after deadline of question submission will be accepted, reviewed or answered. No responses other than written will be binding upon the State.

F. CHECKLIST

None

G. OTHER

Mandatory Vendor Registration for Contract Award – Vendors will not be required to register to submit a response to a solicitation but if a vendor is the highest scoring candidate and desires to conduct business with the state, they will be required to register with the Department of Central Services prior to being awarded a contract. By registering with the State, suppliers will be automatically notified of bidding opportunities for the commodities for which they register. Vendors may register by visiting the Online Vendor Registration page at <https://www.ok.gov/dcs/vendors/index.php>.

H. PRICE AND COST

Bid Price:

Fiberglass Fish Tank: \$_____

Total Bid Price (to include the cost to mount the tank to ODWC truck and all shipping/delivery charges):
\$_____



