



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Solicitation

1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date<sup>1</sup>:

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO:**

**Personal or Common Carrier Delivery:**

Office of Management and Enterprise Services  
Central Purchasing Division  
Will Rogers Building  
2401 N. Lincoln Blvd, Suite 116,  
Oklahoma City, OK 73105

**U.S. Postal Delivery:**

Office of Management and Enterprise Services  
Central Purchasing Division  
P.O. Box 528803,  
Oklahoma City, Oklahoma 73152-8803

6. **Solicitation Type** (check one below):

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

7. **Requesting Agency:**

8. **Contracting Officer:**

Name:

Phone: (405)

Email:

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



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Responding Bidder Information

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

1. RE: Solicitation # \_\_\_\_\_

2. Bidder General Information:

FEI / SSN : \_\_\_\_\_

VEN ID: \_\_\_\_\_

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

3. Bidder Contact Information:

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

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

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

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

Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_

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

4. Oklahoma Sales Tax Permit<sup>2</sup>:

☐ YES – Permit #: \_\_\_\_\_

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: \_\_\_\_\_

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

6. Workers' Compensation Insurance Coverage:

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

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>3</sup>

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

<sup>2</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>3</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

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

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

Solicitation or Purchase Order #: \_\_\_\_\_

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

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email

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

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## **A. GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

By submitting a response to this solicitation:

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

- A.5.1.2.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
- A.5.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

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

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

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

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

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

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

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

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

## **A.10. Pricing**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **A.25. Insurance**

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

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

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

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

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

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

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

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

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

## **B. SPECIAL PROVISIONS**

### **B.1. Definitions**

- B.1.1.** OMES – Office of Management and Enterprise Services, also referred to as “Owner”
- B.1.2.** OMES/CP – Office of Management and Enterprise Services/Central Purchasing Division
- B.1.3.** Evaluation Committee – the team who will participate in the evaluation process. The term is used interchangeably with “selection team” and “evaluation team”.
- B.1.4.** Evaluation Team – the team who will participate in the evaluation process. The term is used interchangeably with “selection team” and “evaluation committee”.
- B.1.5.** Firm – Individual, company or corporation that supplies the expertise required in this solicitation. This term used interchangeably with “respondent” or “offeror”.
- B.1.6.** PC- Project Capability which is a criteria of the Selection Phase.
- B.1.7.** RA-Risk Assessment which is a criteria of the Selection Phase.
- B.1.8.** Selection team – the team who will participate in the evaluation process. The terms is used interchangeably with “evaluation committee” and “evaluation team”.
- B.1.9.** VA-Value Add which is a criteria of the Selection Phase.

### **B.2. Contract Period**

The contract is for a one year period commencing from Date of Award through one year. The contract may be renewed for up to 4 successive one year periods.

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

This is an indefinite quantity contract

### **B.4. Authorized Users**

Offers shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful supplier(s).

*Check Appropriate Block*

\_\_\_\_\_ Yes, Offer permits usage by other than State Agencies.

\_\_\_\_\_ No, Offer permits usage by State Agencies only.

### **B.5. Extension of Contract**

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

### **B.6. Contract Priority**

This is a Mandatory Contract.

### **B.7. Ordering**

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

### **B.8. Prompt Payment Discounts**

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

### **B.9. Gratuities**

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

## **B.10. Proposal Conformity**

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

## **B.11. Oral Agreements.**

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

## **B.12. Notice of Award**

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

## **B.13. Contractor Invoices**

**B.13.1.** The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.

**B.13.2.** Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

**B.13.3.** If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.

**B.13.4.** (d) In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

## **B.14. Warranty**

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

## **B.15. Contract Management Fee**

As empowered by State Statute §85.33 A & B, the Office of Management and Enterprise Services imposes, and Vendors agree to pay a contract management fee in the sum of one (1) % of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Vendor, to OMES, Central Purchasing Division within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting".

## **B.16. Contract Usage Reporting Requirements.**

**B.16.1.** Contractor's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.

**B.16.2.** The vendor should submit reports quarterly. If quarterly, the report shall be received within 30 calendar days following the reporting period described herein.

The template in Excel format for the report will be provided after the contract is awarded. Specifically, the data fields to be reported for each item purchased are:

- Name of Agency / Institution / Municipality / Public Body making the purchase
- Purchase Order Number
- Purchasing card purchase? (Y/N)
- Order date
- Invoice number
- Invoice date
- Manufacturer Name
- Manufacturer SKU or Product Code

- Contractor Product Number
- Product Description
- Product Unit of Measure (UOM)
- Number of Items per UOM
- Quantity of UOM Ordered
- Unit Price
- Manufacturer's List Price
- Extended Price

**B.16.3.** Reports shall be submitted quarterly regardless of quantity.

**B.16.4.** Usage Reports shall be sent electronically to: Strategic.sourcing@omes.ok.gov within 30 calendar days upon completion of performance quarter period cited below.

**B.16.5.** Contract quarterly reporting periods shall be:  
 January 1 through March 31  
 April 1 through June 30  
 July 1 through September 30  
 October 1 through December 31

**B.11.6 Failure to provide usage reports shall result in cancellation or suspension of contract.**

## **B.17. Energy Conservation**

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

## **B.18. Conflict of Interest**

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

## **B.19. Patents and Royalties**

The supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the supplier uses

## **B.20. Required Delivery**

Delivery shall be made as ordered by the agency.

## **B.21. Product Availability**

Product offered must be current and available for general marketing purposes at the opening of this solicitation. Supplier must use best effort to assure product availability through duration of contract period.

## **B.22. Monitoring and Financial Compliance Review**

**B.22.1.** OMES, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under the Contract and financial transactions related thereto. Such inspections, investigations or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by OMES, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. OMES shall have access to and the authority to examine and copy all records related to the Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by Contractor. OMES will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

**B.22.2.** OMES will complete a performance evaluation at the end of the contract period, evaluating the quality and appropriateness of the services provided, as required by 74 O.S. § 85.41B.

## C. SOLICITATION SPECIFICATIONS

- C.1. Purpose of Solicitation.** The purpose of this solicitation is to contract with experienced, capable suppliers, to provide a fully automated point of sale device fleet fueling management system designed to electronically capture all transactions and provide required reports to control and dispense motor fuels of all octane and cetane ratings, alternative fuels, and including but not limited to automotive repairs/service, preventative maintenance, emergency repairs and towing
- C.2. Background.** The count for the state fleet is approximately 11,000 vehicles. The State, with political subdivisions, currently has 13,148 activated cards in the current fueling system program. Within the state 2,254 retail merchant locations have reported transactions totaling \$21,540,335.36 by the state and \$2,326,339.66 by political subdivisions with the current supplier in the past year. The State, with political subdivisions purchased 3,749,035 gallons of bulk fuel and 361,189.50 gallons of consignment fuel in the past year.
- C.3. Mandatory Requirement.** The supplier submitting a response to this Solicitation shall be registered with the IRS as an Ultimate Vendor according to the American Jobs Creation Act 2004 (AJCA), Section 865 Taxable Fuel Refunds for certain Ultimate Vendors. . IRS Form 637 must be filed with the IRS. Offerors shall submit with their response a copy of the IRS approval letter or response will be deemed non responsive and rejected. The response should contain at a minimum the following information: Registration number and activity letter (the suffix).
- C.4. Scope of Work.** The State of Oklahoma is seeking options for the purchase of fuel and related automotive products and services. The purchase methodology must be universally accepted and should provide a secure reporting environment offering full transparency, user hierarchical management access with the ability to interface as often as needed with M5 Fleet Focus, TZ; Agile Assets Maintenance Management System and other software.
- C.5.** The system should track all transactions and expenditures by individual vehicle, individual employee and by user account. The state requires the ability to service or repair towed equipment and separate those charges from the towing vehicle.
- C.6.** Provide level three (3) information on all purchases with safeguards to eliminate unauthorized purchases. The system should accommodate the removal of applicable taxes and have the ability to restrict fuel purchases to only fuel types appropriate for the vehicle or equipment being fueled.
- C.7.** The State seeks the ability to purchase:
- C.7.1.** All types of vehicle fuel nationwide
  - C.7.2.** Automotive parts and services
  - C.7.3.** Road services including towing
  - C.7.4.** Fuel only for equipment statewide
  - C.7.5.** Fuel only for rental vehicles nationwide
  - C.7.6.** Bulk fuel statewide
  - C.7.7.** Consigned bulk fuel statewide
  - C.7.8.** Fuel at Marinas and Airports nationwide
- C.8.** Additionally the State seeks identified savings opportunities and the ability to utilize mobile device applications and other technologies to provide current information to our end users.

## D. EVALUATION

### D.1. Evaluation Criteria

- D.1.1.** The State will evaluate responses against the evaluation criteria for the degree to which each proposal meets the criteria as follows:

### D.2. Description of Evaluation Criteria

- D.2.1.** RFP Cover Page and Checklist – Respondent will prepare and submit the RFP Cover Page and Checklist (See Attachment A)

- D.2.2.** Proposal Form – Respondent will prepare and submit a Proposal form (see Attachment B)
- D.2.3.** Cost Proposal - Firm, Fixed Price Contract. Offerors responding to this solicitation are to propose a firm, fixed price on entire fuel management system. To include all equipment, hardware, pertinent software, installation, and all other related operational expenses. The price of fuel shall be based on current wholesale price index, plus proposed fixed margin, plus any applicable taxes and freight as submitted with offeror's proposal. In addition to the wholesale price plus fixed margin, etc., vendor shall demonstrate any pricing alternatives which may provide a savings to the State. (Attachment B)
- D.2.3.1.** For a cost to be acceptable during the contract periods, it must be stated on the attachment.
- D.2.4.** Project Capability (PC) Submittal - The project capability submittal has three components; Project Capability Plan, a Risk Assessment Plan, and a Value added Plan. (see Attachment C & D)
- D.2.4.1.** Purpose of PC Submittal
- D.2.4.1.1. Assist the State in prioritizing Respondents submittals based on their ability to understand and deliver the required services.
- D.2.4.1.2. Assist the Respondent in planning what they are going to do before they do it.
- D.2.4.1.3. Provide high performing Respondents the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous best value results.
- D.2.4.2.** PC Submittal Form Requirements
- D.2.4.2.1. PC submittal must NOT contain any names that can be used to identify who the Respondent is (such as firm names, personnel names, Project names, or product names).
- D.2.4.2.2. The PC submittal must not include the proposed cost or the proposed duration that the Respondent has Identified in the Proposal Form that is associated with the scope of the stated need. Cost for the scope is contained in the cost proposal form. The Value Added Plan will have a cost component and any costs associated with Value Adds are appropriate to include within the Value Added Plan and are in addition to costs associated with the scope.
- D.2.4.2.3. A PC proposal template is included in this RFP. This document must be used by all Respondents. Respondents are NOT allowed to re-create, re-format, or modify the template in any manner. Respondents must type their responses on the Word template provided.
- D.2.4.2.4. The PC Submittal (whether the pages are blank or filled) must NOT exceed 6 pages (front side of page only). The 6 page PC submittal is comprised of Project Capability Plan (2 pages), Risk Assessment Plan (2 pages) and Value Added Plan (2 pages).
- D.2.4.2.5. Failure to comply with any of the PC format requirements may result in disqualification.
- D.2.4.2.6. The PC Submittal shall not contain any marketing information. The Submittal should be used to prove to the State that the Respondent has expertise for the specific project being proposed upon.
- D.2.4.3.** Project Capability Plan-Overview
- D.2.4.3.1. The Project Capability Plan is to allow the Respondent to differentiate their capability to meet the requirements of this project with a plan that meets time and cost goals. The Respondent should also identify their "vision" or "plan" on the alignment of their expertise over the duration of the project, minimizing risk by tracking time and cost deviation of the project as a capability. The Respondent should also address cash flow on the project, and how it is integrated into the schedule. All cost and schedule impacts associated with project capabilities listed on Attachment E must be included in your base cost/schedule.
- D.2.4.4.** Risk Assessment Plan – Overview
- D.2.4.4.1. The Respondent should list and prioritize major risk items on this contract that could cause the Respondent's "vision" or "plan" to deviate or not meet the expectations of the State (i.e. risks that the Respondent does not control). This includes sources, causes or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to the State. Do not include in this submittal any risks caused by a lack of the Respondent's technical competency. The risks should be described in simple and clear terms so that non-industry personnel can understand the risk. The Respondent must also explain how they will mitigate, manage, and/or minimize the risk from occurring. A mitigation / management plan solution with supporting documented performance (references, performance measurements of projects when the risk mitigation was used etc) is required

for a high rating from the selection committee. The backup performance information can include how many times the mitigation plan was previously used, and the impact on performance in terms of customer satisfaction. (See Attachment F)

#### **D.2.4.5. Value Added Section – Overview**

D.2.4.5.1. The purpose of the Value added plan is to provide Respondents with an opportunity to identify any value added options or ideas that may benefit the State at a change in cost or scope. These options or ideas may also be referred to as additional or optional services. Where applicable, the Respondent should identify: 1) what the State may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information and/or best value practices. The Respondent should list the cost and time impact of its options or ideas. The ideas identified in the VA Plan must NOT be included in the Respondent's Cost Proposal. The Respondent should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this project, and indicate how the items will increase or decrease cost (note: a Value Added option must impact cost). All cost impacts associated with these Value Added options must NOT be included in your base cost. (See Attachment G)

#### **D.2.5. Interviews**

**D.2.5.1.** The State may shortlist (if necessary) the top rated Respondents. The shortlisted Respondents will be required to participate in an interview period. The State will interview the top three critical team members, who will lead the project for your organization (your organizational titles may differ) including:

D.2.5.1.1. Project Manager

D.2.5.1.2. Project Lead

D.2.5.1.3. E-Commerce Lead

**D.2.5.2.** The State will interview individuals separately (and may perform a group interview after the individual interviews are completed). No other individuals (from the Respondents) will be allowed to sit in or participate during the individual interviews.

**D.2.5.3.** The State may request additional information prior to interviews.

**D.2.5.4.** All proposed team members must be available in person for interviews on the date specified in this RFP.

D.2.5.4.1. At the State's discretion, substitutes, proxies, phone interviews, or electronic interviews may be allowed.

**D.2.5.5.** Individuals who fail to participate in the interview will not be given a score which may jeopardize the Respondent's competitiveness.

#### **D.2.6. Past Performance Information**

**D.2.6.1.** Respondents must prepare and submit a Reference List (Attachment H, Section 4), Customer Surveys (Attachment H), and Past Performance Information Scores (Attachment H, Section 4) as outlined in the Past Performance Information Guide (Attachment H). Failure to obtain a PPI score for any of the Critical team components may jeopardize your Proposal's competitiveness. Once a respondent and their critical component have finished a best value project, the performance rating on the last project will replace their past performance information on the next project they propose on. The critical team components that will be analyzed in for this RFP include:

D.2.6.1.1. The Responding Firm

D.2.6.1.2. Project Manager

D.2.6.1.3. Project Lead

D.2.6.1.4. E-Commerce Lead

#### **D.3. Dominance Check for Cost Reasonableness**

**D.3.1.** After ranking all of the Respondents based on the selection criteria, weights, and ratings, the State will verify if the best prioritized respondent meets the following requirements:

**D.3.1.1.** If the highest ranked Respondent is within the budget and is within (10%) of the next highest ranked Respondent's cost, then the highest ranked respondent moves to the Pre-Award Phase;

- D.3.1.2.** If the highest ranked Respondent is within the budget, but its cost is more than 10% greater than the second highest ranked Respondent's cost, the State reserves the right to invite the second highest ranked Respondent to the Pre-Award Phase;
- D.3.1.3.** If the highest ranked Respondent is over the budget, the State reserves the right to proceed to the highest ranked Respondent within the budget unless the State obtains additional funding;
- D.3.1.4.** If all the Respondents are over-budget, the State may obtain additional funds and apply the rules above, re-scope the Project, or cancel the Project.
- D.3.1.5.** If the best value Respondent's cost is more than 10% below the average Respondent's cost, the State reserves the right to proceed to the next prioritized best value Respondent;
- D.3.1.6.** When the State is considering going to the next best value Respondent, the best value Respondent can stay in the process by having presented dominant performance metrics which justify their selection despite their higher or lower cost.

#### **D.4. Clarification/Pre-Award Phase**

- D.4.1.** The potential best-valued Respondent will be required to perform the Clarification/Pre-Award functions as outlined in Attachment I. The intent of this period is to allow the Respondent to clarify their proposal, address any issues or risks, allow the client to add any concerns, and to prepare a Pre-Award Document.

#### **D.5. Contract Form and Requirements**

- D.5.1.** Form of Contract between the State and the Selected Respondent
  - D.5.1.1.** The Contract between the selected Respondent and the Owner will be the Owner's Agreement, which is incorporated into this RFP (the "Contract"). By submitting a Proposal, Respondent acknowledges and agrees that it received, read, understands, and shall be bound by and comply with the Contract.
  - D.5.1.2.** The Contract will incorporate by reference this RFP and any Attachments and any RFP modifications agreed to by Owner. The Owner may attach to the Contract as Supplementary Conditions Respondent's Proposal, selected provisions of Respondent's Proposal or modifications to Respondent's Proposal agreed to by Owner and Respondent.
- D.5.2.** Weekly Reporting System
  - D.5.2.1.** The selected Respondent will be required to submit weekly reports as outlined in the Weekly Report Phase Guide (see Attachment J).
- D.5.3.** Contract Evaluation
  - D.5.3.1.** Upon completion of each project, the Respondent will be evaluated by the Owner based on their performance on the Project. This includes (but is not limited to): overall quality, ability to manage cost and schedule, high customer satisfaction, and submission of accurate weekly reports. The final rating will be used to modify the PPI score of each critical team component by 50%. This modified rating will be used for competition on future projects. The Owner's evaluation of contractors, subcontractors, and individuals shall be fair, based on facts, and non-abusive.

### **E. INSTRUCTIONS TO SUPPLIER**

#### **E.1. Introduction**

- E.1.1.** Prospective firms are urged to read this solicitation carefully. Failure to do so will be at the firm's risk. Provisions, terms and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The respondent is cautioned that the requirements of this solicitation can be altered only by written amendment approved by Central Purchasing and that verbal communications from whatever source are of no effect. In no event shall the respondent's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award. Failure to do so will be at the respondent's risk.

## **E.2. Mandatory and Non-Mandatory Terms**

- E.2.1.** Whenever the terms “shall”, “must”, “will” or “is required” are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the respondent’s proposal.
- E.2.2.** Whenever the terms “can”, “may”, or “should” are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

## **E.3. Pre-Proposal/ Process Education Meeting**

- E.3.1.** A meeting will be conducted by OMES/CP to educate prospective firms on this new best value solicitation process. While not mandatory, it is strongly recommended that all firms interested in participating attend this meeting.
  - E.3.1.1.** A notice with a required RSVP will be sent to all firms on the OMES/CP vendor registration list as well as posted on the OMES/CP solicitation website.
  - E.3.1.2.** A deadline will be established for your response confirming your attendance as stated in Section G.2.1 below.
  - E.3.1.3.** Written RFP specification questions will be due to the OMES/CP contracting officer by deadline stated in Section G.2.2 below for the Pre-Proposal / Process Education Meeting.

## **E.4. Post Pre-Proposal Meeting Questions**

- E.4.1.** Written questions concerning the solicitation are due by date and time stated in Section G.2.4 .
- E.4.2.** Written responses to questions and any amendments (if applicable) shall be published by date and time stated in Section G.2.5
- E.4.3.** All questions **must be in writing** via email to the contracting officer listed on the cover page of this solicitation.

## **E.5. Preparation of Proposal**

- E.5.1.** It is the responsibility of the bidder to inquire about any requirements of this RFP that is not understood.
- E.5.2.** Information shall be entered on the form provided or a copy thereof.
- E.5.3.** Contractors who need clarification shall contact the Central Purchasing contracting officer shown on the RFP. Oral explanations or instructions given before proposal opening will not be binding. Any information given a Contractor concerning a solicitation will be provided promptly to all other Contractors as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other Contractors.
- E.5.4.** Contractors who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Division. To be considered, a request for review must be received no later than the due date and time for submission of questions. The Central Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

## **E.6. Submission of Proposal**

- E.6.1.** By submitting a proposal, the firm agrees not to make any claims, damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.

## **E.7. Cost of Preparing Proposal**

All costs incurred by the Contractors for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Contractors. The State of Oklahoma will not reimburse any Contractors for any such costs.

- E.7.1.** If a firm fails to notify OMES/CP of an error, ambiguity, conflict, discrepancy, omission or other error in the solicitation, known to the firm, or an error that reasonably should have been known by the firm, the firm shall submit a proposal at its own risk; and if awarded the contract, the firm shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a firm takes exception to any requirement or

specification contained in the solicitation, these exceptions must be clearly and prominently stated in their response.

- E.7.2.** Completeness of proposal(s): It is desirable that the firm respond in a complete, but concise manner. It is the firm's sole responsibility to submit information in the responses as requested by this solicitation. The firm's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the firm's proposal(s).

## **E.8. Submission Deliverables**

- E.8.1.** Two (2) sealed hard copies and two (2) CD containing an electronic copy of the proposal must be clearly marked by the respondent's name, solicitation number and date of solicitation closing.

**E.8.1.1.** All electronic documents must be in one of the following software options:

E.8.1.1.1. Microsoft Office Word or Excel

E.8.1.1.2. Adobe PDF

E.8.1.1.3. Copy of proposal emailed to Contracting Officer is not considered an electronic copy and will not be accepted.

- E.8.2.** Proposal Content

**E.8.2.1.** Completed "Responding Bidder Information" OMES/CP/Purchasing Form 076.

**E.8.2.2.** Completed "Certification for Competitive Bid and Contract" OMES/CP/Purchasing Form 004.

**E.8.2.3.** Evidence of meeting the insurance requirements

**E.8.2.4.** Acknowledgement of Amendments to the Solicitation (if applicable)

**E.8.2.5.** Agreements (if any) required by the firm.

E.8.2.5.1. Agreements not submitted with the firm's response will not be considered after Contract Award.

**E.8.2.6.** Attachment A – RFP Cover Page and Declaration

**E.8.2.7.** Attachment B – Cost Proposal Form

**E.8.2.8.** Attachment C – Contract Schedule

**E.8.2.9.** Attachment D – Project Capability, Risk Assessment, Value Added Submittal Instructions

**E.8.2.10.** Attachment E – Project Capability Plan

**E.8.2.11.** Attachment F – Risk Assessment Plan

**E.8.2.12.** Attachment G – Value Added Plan

**E.8.2.13.** Attachment H – Past Performance Information Guide including References and Surveys

**E.8.2.14.** Attachment I – Clarification/Pre-Award Phase Guide

**E.8.2.15.** Attachment J – Weekly Risk Report (WWR)

## **F. CHECKLIST**

None

## G. OTHER

### G.1. Proposed schedule for the solicitation process

No.	Task	Date
1	RSVP Deadline for Pre-Proposal/Education Meeting	4/17/2013
2	Pre-Proposal Meeting Questions Due	4/17/2013
3	Educational/Pre-Proposal/Education Meeting	4/22/2013
4	Post Meeting Questions Due	4/26/2013
5	Amendment posted	4/30/2013
6	Proposals due	5/8/2013
7	Vendor Interviews	5/22/2013
8	Kick-off Meeting (may be held by conference call)	5/29/2013
9	Pre-award/Clarification Period begins. (answer all technical concerns, identify what items were included and not included in scope, receive preliminary approval, put together contract which includes WRR, RMP, performance measures) Review of draft contract by owner's representatives Pre-Award Meeting	Starts 5/30/13 through 6/10/2013
10	Contract Awarded (no later than – would prefer sooner)	06/17/2013

### G.2. Explanation of Proposed Schedule (G.1)

#### G.2.1. RSVP Deadline for Pre-Proposal/Education Meeting.

Interested suppliers (whether attending in person or attending by AT&T Teleconference) are to RSVP no later than Wednesday, April 17, 2013, 5:00pm, Central Time. RSVP's are to be emailed to [theresa.johnson@omes.ok.gov](mailto:theresa.johnson@omes.ok.gov).

#### G.2.2. Pre-Proposal Meeting Questions

**G.2.2.1.** All questions regarding the Pre-Proposal/Education Meeting are due no later than Wednesday, April 17, 2013 by 5:00 pm, Central Time. Questions are to be emailed [theresa.johnson@omes.ok.gov](mailto:theresa.johnson@omes.ok.gov).

#### G.2.3. Pre-Proposal/Education Meeting

**G.2.3.1.** The Pre-Proposal/Education meeting will be held on Monday, April 22, 2013 from 1:00 p.m. to 3:00 p.m. Central Time. It will be held at OMES/CP, Will Rogers Building, Room 102/104 in OKC, OK. This meeting will also be available by Teleconference

#### G.2.4. Post Meeting Questions Due

**G.2.4.1.** Questions from the Pre-Proposal/Education meeting are due no later than Friday, April 26, 2013 at 3:00 p.m. Central Time. Questions are to be emailed to [theresa.johnson@omes.ok.gov](mailto:theresa.johnson@omes.ok.gov). Questions received after this time **will not** be answered.

#### G.2.5. Amendment Posted

**G.2.5.1.** Written responses to questions and any amendments (if applicable) shall be published by Tuesday, April 30, 2013 by 5:00 pm on the OMES website.

**G.2.6.** Proposals Due

**G.2.6.1.** Proposals are due Wednesday, May 8, 2013 by 3:00 p.m. Central Time. Any proposals received after 3:00 p.m. will be considered late and will be returned to the supplier unopened.

**G.2.7.** Vendor Interviews

**G.2.7.1.** Vendor interviews will be held on Wednesday, May 22, 2013. The time will be set at a later date. The vendor interviews will be done in person in OKC.

**G.2.8.** Kick-Off Meeting

**G.2.8.1.** The Kick-Off Meeting will be held Wednesday, May 29, 2013. The time will be set at a later date. This meeting will be held in person in OKC preferably but may be done by conference call.

**G.2.9.** Pre-Award/Clarification Period

**G.2.9.1.** The Pre-Award/Clarification period will begin the week of Thursday, May 30, 2013. This meeting is to be scheduled by the vendor after addressing risks/concerns, milestone schedule, coordinating with all critical entities. This meeting is to be held in person in OKC sometime during this week with coordination to involve all required parties.

**G.2.10.** Contract Award

**G.2.10.1.** Contract Award will be held on no later than Monday, June 17, 2013.

## **H. PRICE AND COST**

### **H.1. Spend Total**

**H.1.1.** The spend for Calendar year 2012 for this contract is \$37,017,952.15

**H.1.1.1.** Total spend on credit card - \$23,866,675.02

**H.1.1.2.** Total spend on bulk fuel - \$11,990,559.07

**H.1.1.3.** Total spend on consigned fuel - \$1,160,718.06

## Attachment A – RFP Cover Page and Declaration

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The Vendor must complete and submit this Attachment. This Attachment shall be the cover page for the Vendor's Proposal.

Request for Proposal	
RFP Name	

Vendors Name:	
Address:	
City:	
State:	
Zip Code:	
Point of Contact for this RFP:	
Phone:	
Fax:	
Email:	

The following documents are required for this proposal (please mark off each document to acknowledge that you have submitted the document in the proper format):

- |                                       |  |
|---------------------------------------|--|
| <input type="checkbox"/> Attachment A | Complete and staple as cover page in your proposal (no binders)                    |
| <input type="checkbox"/> Attachment B | Fill in all required information on Cost Proposal Form                             |
| <input type="checkbox"/> Attachment C | Complete and submit Project Capability, Risk Assessment, and Value Added Checklist |
| <input type="checkbox"/> Attachment E | Complete and submit Project Capability Information                                 |
| <input type="checkbox"/> Attachment F | Complete and submit Risk Assessment Information                                    |
| <input type="checkbox"/> Attachment G | Complete and submit Value Added Information  |
| <input type="checkbox"/> Attachment H | Review and Complete PPI Information, Reference List, & Surveys.                    |
| <input type="checkbox"/> Attachment H | Email a "Reference List" for each critical component                               |
| <input type="checkbox"/> Attachment H | Compile and submit surveys for each critical component                             |

## Attachment B – Cost Proposal Form

### PROJECT COST PROPOSAL

Total Project Cost: \_\_\_\_\_

### CRITICAL TEAM COMPONENTS

Name of Vendor: \_\_\_\_\_

Name of Senior Account Manager: \_\_\_\_\_

Name of Account Representative: \_\_\_\_\_

Fixed Proposed Cost 1<sup>st</sup> year of Contract (Add table rows as needed)

<b><u>Service Description</u></b>	<b><u>Hourly Rate</u></b>	<b><u>Fixed Rate</u></b>
<b><u>Photography (Example)</u></b>	<b><u>\$xx.00</u></b>	
<b><u>Photos (Example)</u></b>		<b><u>\$X.XX per copy</u></b>

If choosing to provide firm fix rates for all four options periods, please copy the above table and insert and complete a table for each option and the proposed rate.

If the rates remain the same as the initial contract period, please indicate here:

☐ Yes, Rates remain the same for all contract periods.

## Attachment C – Contract Schedule

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### CONTRACT DURATION

Contract Duration (Substantial): \_\_\_\_\_ (Calendar Days)

Note: The Contract Duration (Substantial) should include the total time from the anticipated authorization to proceed date to substantial completion. This must include time to obtain permits and long lead items.

Contract Duration (Total Time): \_\_\_\_\_ (Calendar Days)

Note: The Contract Duration (Total) should include the total time from the anticipated authorization to proceed date to final Contract payment. This must include warranties, complete punch list items, commissioning, and final payment, etc.

Respondent must also attach a draft project MILESTONE schedule that starts from the anticipated authorization to proceed date to final Contract payment.

When preparing the schedule, the Respondent should assume the following:

Note: Respondent MUST use the authorization to proceed date as the starting point of their Contract schedule. Respondent should not be doing any Project work, with the exception of any work related to the Pre-Award Phase, prior to this authorization to proceed date.

## Attachment D

### Project Capability, Risk Assessment, and Value Added Submittal Checklist and Format

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The Respondent must complete and submit this checklist along with the Project Capability (PC), Risk Assessment (RA), and Value Added (VA) Submittal. This Checklist is not counted in the 6-page PC, RA, VA submittal limit. Failing to answer, or answering “No” to any of the questions below may result in disqualification.

Project Capability is 2 pages each

Risk Assessment is 2 pages each

Value Added is 2 pages each

- |   |                          |     |                          |    |
|---|--------------------------|-----|--------------------------|----|
| 1. Is your PC, RA, VA Submittal 6 pages or less?  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 2. Do you understand that your PC, RA, VA Submittal can <u>NOT</u> contain any names, past projects, or information that may used to identify who your firm is?   | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 3. Do you understand that you have to use the PC, RA, VA Submittal templates provided in this RFP and that you are <u>NOT</u> allowed to re-create the Submittal Templates (cannot alter font size, add colors, add pictures, etc) or handwrite your responses? | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 4. Do you understand that the contents of PC, RA, VA Submittal will become part of the Contract?  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |
| 5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements?  | <input type="checkbox"/> | Yes | <input type="checkbox"/> | No |

## Attachment E

### Project Capability Plan

This template should be used. The Project Capability Plan should identify the Respondent's **capability to meet the project's requirements** with a plan that meets time and cost goals. The capability claims should be prioritized (list the most important claims first). The Respondent may add or delete Project Capability Claim table templates, but do not exceed the **2-page** limit for this section. Do NOT include any identifying information in your Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

*Example (this example can be deleted to accommodate more claims)*

<b>Project Capability Claim:</b>	<i>We have a significant amount of experience in social media projects and consistently deliver high performance</i>
<b>Documented Performance:</b>	<i>We have completed 45 social media projects in the past two years with a 0.5% cost deviation and 2% schedule deviation. Overall customer satisfaction rating of 9.5 out of 10 for these 45 projects.</i>

**Project Capability #1 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Project Capability #2 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Project Capability #3 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Project Capability #4 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Project Capability #5 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Project Capability #6 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Project Capability #7 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Project Capability #8 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

## Attachment F

### Risk Assessment Plan

This template should be used. The Risk Assessment Plan should address the risks that the Respondent **does NOT control**. The risks should be prioritized (list the greatest risks first). The Respondent may add or delete Risk table templates, but do not exceed the 2-page limit for this section. Do NOT include any identifying information in the Plan. Information listed under the “Documented Performance” line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

*Example (this example can be deleted to accommodate more claims)*

**Risk Description:** *Risk that is not identified by client professional, competing vendors, or expert vendor will be identified and solved within 3 days maximum (unless more time is justified and requested).*

**Risk Impact / Why is this a Risk?** *Unforeseen circumstances/risks may cause a deviation to our planned baseline expectations.*

*Once we are notified of a change, we will take the following action:*

**Solution:**

- 1. Vendor shall immediately notify the State the same day as discovery of potential cost and time impact.*
- 2. Vendor shall find best possible options to minimize risk, with accompanying cost and time.*
- 3. Vendor will then present to State with justification as to why the best.*

**Documented Performance:** *We use this approach as part of every project we complete. We have had to use the approach 15 times over the past 3 years. Our solution resulted in less than 1% change orders, and 100% of the clients on these 15 projects rated our performance 10 out of 10.*

**Risk Description #1:**

**Risk Impact / Why is this a Risk?**

**Solution:**

**Documented Performance:**

**Risk Description #2:**

**Risk Impact / Why is this a Risk?**

**Solution:**

**Documented Performance:**

**Risk Description #3:**

**Risk Impact / Why is this a Risk?**

**Solution:**

**Documented Performance:**



## Attachment G

### Value Added Plan

This template must be used. The Value Added Plan should identify any **value added options or ideas that may benefit the Owner**. The value added claims should be prioritized (identify the most important claims first). The Respondent may add or delete Value Added Claim table templates, but do not exceed the **2-page** limit for this section. Do NOT include any identifying information in the Plan. Information listed under the “Documented Performance” line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

*Example (this example can be deleted to accommodate more claims)*

**Item Claim:** *This would be the place to offer service/package/optional remittance method (etc) not requested in the solicitation-insert description here*

**How will this add value?** *How would the item described above add value to the State's contract?*

**Documented Performance:** *State in general terms where offered and the results*

**Cost Impact (%):** *What is cost or hourly rate?* **Schedule Impact (%):** *What is the unit of measure for the cost?*

**Item #1 Claim:**

**How will this add value?**

**Documented Performance:**

**Cost Impact (%):** **Schedule Impact (%):**

**Item #2 Claim:**

**How will this add value?**

**Documented Performance:**

**Cost Impact (%):** **Schedule Impact (%):**

**Item #3 Claim:**

**How will this add value?**

**Documented Performance:**

**Cost Impact (%):** **Schedule Impact (%):**

**Item #4 Claim:**

**How will this add value?**

**Documented Performance:**

**Cost Impact (%):** **Schedule Impact (%):**

**Item #5 Claim:**

**How will this add value?**

**Documented Performance:**

**Cost Impact (%):** **Schedule Impact (%):**

# **Attachment H**

## **Past Performance Information Instructions, Reference List & Survey**

---

**The PPI submittal has three main criteria:**

1. Reference List for each component
2. Customer Surveys/Survey Questionnaires
3. Past Performance Information Score for each component

### **Reference List Requirements:**

- Each component must prepare and submit a list of clients that will evaluate their performance. Each component is encouraged to only submit highly satisfied references.
- The number of references that can be submitted is a maximum of five (5) and a minimum of three (3) for each organization and a maximum of three (3) and a minimum of two (2) for each critical individual. If a company cannot provide references, the selection committee will rate their submitted performance as a zero.
- All past projects must be complete and final payment must be received (the client must be able to respond to the survey questions).
- The reference list must contain different projects. You cannot have multiple people evaluating the same project (for a particular component).
- The client or buyer must complete the survey (you cannot have other consultants or third parties evaluate your performance).
- Note: Each component can use the same references provided that they were used/applied on that particular project
- Note: A separate "Reference List" is required for each component (including the General Contractor, Project Manager, Site Superintendent)

### **Survey Questionnaire Requirements:**

- Each component must prepare, send out, and collect survey questionnaires to each individual listed on the Reference List.
- All returned survey MUST be evaluated AND signed by the client. If a survey is not signed, it will NOT be counted/considered.
- Each component is responsible for making sure that their clients receive the survey, complete the survey, and return the survey.
- All of the returned surveys should be packaged together and submitted with Proposers proposal (the Proposer should make a copy of all returned surveys for their own records).

### **Past Performance Information Score:**

- Each component will be required to input all of their returned survey scores, and then average all of the responses together (to obtain their overall rating).
- Each component will be required to count the total number of returned surveys (to obtain the overall number of returned surveys)
- The Owner may contact the reference to clarify a survey rating or to check for accuracy. If the reference cannot be contacted, the survey will be deleted and no credit given for that reference. The OWNER may also adjust scores/ratings if the OWNER determines that the criteria/requirements have not been followed.

- Note: A separate “Past Performance Information Score” is required for each component (including the General Contractor, Project Manager, Site Superintendent)

### **REFERENCE LIST AND PAST PERFORMANCE INFORMATION SCORE**

**Name of Component:** \_\_\_\_\_

NO	CLIENT NAME	POINT OF CONTACT	PHONE NUMBER	DATE INSTALLED	AWARDED COST
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

**Name of Component:** \_\_\_\_\_

N o	Criteria	Survey 1	Survey 2	Survey 3	Survey 4	Survey 5	Survey 6	Survey 7	Survey 8	Survey 9	Survey 10	Average
1	Ability to manage the project cost											
2	Ability to maintain project schedule											
3	Quality of workmanship											
4	Ability to manage / professionalism											
5	Close out process											
6	Ability to communicate / document risks											
7	Ability to follow rules and requirements											
8	Overall customer satisfaction											
<b>Overall Average Score:</b>												
<b>Total Number of Surveys Returned:</b>												

## SURVEY QUESTIONNAIRE

Survey ID \_\_\_\_\_

To: \_\_\_\_\_

*(Name of person completing survey)*

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

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

Subject: Past Performance Survey of: \_\_\_\_\_

*(Name of Contractor)*

*(Critical Individuals)*

The Owner is implementing a process that collects past performance information on contractors and their key personnel. The firm/individual listed above has listed you as a client for which they have previously performed work on. The Owner appreciates your time in completing this survey. Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied and 1 representing that you were very unsatisfied. Please rate each of the criteria to the best of your knowledge (you may leave a question blank if you don't have adequate knowledge).

Client Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

NO	CRITERIA	UNIT	RATING
1	Ability to manage the project cost	(1-10)	
2	Ability to maintain project schedule	(1-10)	

3	Quality of workmanship	(1-10)	
4	Ability to manage and overall professionalism (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, etc.)	(1-10)	
6	Ability to communicate and document risks on the project	(1-10)	
7	Ability to follow the users rules, regulations, and requirements	(1-10)	
8	Overall customer satisfaction	(1-10)	
9	Is the project completed (has the firm/individual completed all work required under contract)	(Y/N)	Y / N

\_\_\_\_\_  
Printed Name (of Evaluator)

\_\_\_\_\_  
Signature (of Evaluator)

Thank you for your time and effort in assisting the Owner in this important endeavor. **Please fax the completed survey to: <<Contractor's fax #>>**

# Attachment I

## Clarification / Pre-Award Phase Guide

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### 1. Overview

- a. The clarification/Pre-Award Period is not a negotiation period. Respondent will not be permitted to modify their cost/fee/financial rate, project durations, or project team unless the State requests changes. The Clarification/Pre-Award Period is started by the notification of the best value vendor, and ended by the final presentation to the State after all issues have been addressed. If the State is not satisfied during the Clarification/Pre-Award Phase, or upon completion of the Pre-Award Meeting, the State may consider another Respondent for potential award (this Respondent would also have to conduct a Pre-Award Meeting). If the State is satisfied with the potential best-value Respondent, they will proceed to issue and Award and Contract.
- b. The Pre-Award Phase is carried out prior to the signing of the contract. The State's objective is to have the project/service completed on time, without any contractor cost increases, and with high customer satisfaction. At the end of the project, the State will evaluate the performance of the Respondent based on these factors, so it is very important that the Respondent preplans the project to ensure there are no surprises.
- c. It is the Respondent's responsibility to ensure it understands the scope of the project and clearly identify what they are delivering. It is the State's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed. It is the Respondent's responsibility to manage and mitigate the risk of the project.
- d. The Pre-Award Phase provides the Respondent with a final opportunity to identify "what is in" and "what is out" of their proposal. This is attached with a milestone schedule and a cost, and proposed schedule of values. The State has the right to accept or deny this proposal. The State also has a right identify their perceived risks, concerns, and issues which it will require the Respondent to mitigate and manage. The major products of the Pre-Award Period include the scope of the project, the milestone schedule, the Risk Management Plan (RMP), the cost breakout of the project, and the weekly risk report (WRR). The pre-planning should include all coordination and identification of all risks that cannot be controlled by the Respondent.
- e. In many cases, one of the Respondent's biggest risks (in terms of delivering the service with high satisfaction) is the State. Therefore, it is in the Respondent's best interest to identify any issues or concerns ahead of time during the pre-award phase. The Respondent should minimize their risk by creating documentation that assists them to be proactive in mitigating risk.

### 2. Pre-Planning and Coordination

- a. Respondents may be required to provide the State with supporting documentation of any information listed in their submittals before entering the Pre-Award Phase.

# Attachment I

## Clarification / Pre-Award Phase Guide

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- b. Once the best value Respondent is notified, the State may provide a list of risks identified by the other Respondents and a list of any State issues or concerns.
- c. The State requires that the Respondent attend a Kick-Off Meeting to present their proposal, the milestone schedule, their risk management plan (RMP), and to seek additional issues or concerns that the State may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The Respondent is required to perform the following functions as part of, or in preparation for, this Kick-Off Meeting:
  - i. Ensure that the State Project Manager has invited all State stakeholders and participants to the meeting.
  - ii. Present the scope of their services (“what is in” and “what is out”).
  - iii. Present their milestone schedule and their risk management plan (RMP). This includes risks and potential mitigation to the risks.
  - iv. Identify State responsibilities.
  - v. Present their Weekly Risk Report (WRR) format.
  - vi. Identify any risks presented by State.
  - vii. Listen to concerns, issues, and comments from stakeholders.
  - viii. Propose a schedule to finalize Pre-Award Period and the contract documents.
- d. Once the Pre-Award Kick-Off meeting is held, and if the State is comfortable with the Respondent’s proposal, the Pre-Award Phase begins. The Respondent will be required to complete the following:
  - i. Revisit the site/buildings/campus to do any additional investigating (if applicable).
  - ii. Coordinate with all parties that will be involved with the project.
  - iii. Resolve concerns and issues they have with mitigating actions.
  - iv. Finalize the Pre-Award Documents (contract, WRR, Milestone schedule, RMP, project scope)

### 3. Pre-Award Documents

The final Pre-Award Document will include the following:

- a. Finalized scope documents
- b. Risk Management Plan (RMP)
- c. Milestone schedule
- d. Weekly Risk Report form (WRR)
- e. Project financial summary
  - i. The Respondents Original Project Rates

## **Attachment I**

### **Clarification / Pre-Award Phase Guide**

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- ii. A list of agreed/accepted Value Added Options (with impact to cost)
- iii. A list of agreed upon Scope Changes or Additional Work (if applicable and with impact to cost)
- iv. A schedule of values
- f. Complete detailed project or services schedule
- g. Project action item checklist of State actions
- h. Project and emergency contact list

#### **4. Pre-Award Meeting**

- a. The Pre-Award Summary Meeting is held at the end of the pre-award phase and is used to present a summary of what was developed and agreed upon during the pre-award phase. The pre-award meeting is not a question and answer session. The Respondent and State stakeholders must not wait for the meeting to ask questions. All coordination and planning with the State should be done prior to the meeting.
- b. The Respondent should give a presentation, which walks the State through the entire project and summarizes all of the coordination/planning done during the pre-award period. The Respondent should bring their team and all the documents specified in the Pre-Award Document. The Respondent should come with documents explaining what the State is responsible for in this project and should identify exactly what they want from the State with due dates. The Respondent must convince the State that they have minimized all risks and will not be surprised once the project begins. The pre-award meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents stated the Pre-Award Document.

## **Attachment J**

### **Weekly Risk Report (WWR)**

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#### **Overview**

The Weekly Risk Reporting System (WRRS) is a companion to the QC Plan that is created by the best value Respondent during the Pre-Award Phase. The report serves as a tool for the Owner in analyzing the performance of each Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting system (that the Respondent may do).

The purpose of the WRRS is to allow the Respondent to manage and document all risks that occur throughout a Project. Risk is defined as anything that impacts the Project cost or Project schedule. This includes risks that are caused by the contractor (or entities contracted by the contractor), and risks that are caused by the Owner (scope changes, unforeseen conditions, etc). The Owner Project Manager may also require the Respondent to document risks that may impact Owner satisfaction.

#### **Submission**

The weekly report is an excel file that must be submitted on the Friday of every week. The report is due every week once the authorization to proceed is issued, until the Project is 100% complete (and final payment is made). Please contact the State Project Manager if you have not received an electronic version of the spreadsheet (once the authorization to proceed has been issued).

The completed report must be saved using the date and name of the Project given by the State (Format: YYMMDD\_Project Name\_Project ID; For example, 'Polk Project' for the week ending Friday, March 1, 2005, should be labeled '050301\_PolkProject\_01-123-45-6789'). Weekly Reports are to be emailed (by midnight each Friday). Awarded supplier will be notified after award of the contact person to email these reports to.

## Online Guide and Tutorial

A short video tutorial is also available online [which provides information on the reporting system](#). Respondents are required to watch this video prior to completing/submitting the weekly reports.

Comment [K.H1]: What goes here?

The weekly report consists of scope changes or unforeseen events that are risks to the Project in terms of cost, schedule, or State satisfaction including any issues that could potentially develop into a risk. When a new issue is identified, it is added to the Project risks, along with the following: Identification date (date the risk was identified), plan to minimize the risk, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

Prior to submitting the report, the Respondent must contact the State Project Manager if there are any risks or potential risks identified. The Project Manager is required to provide a satisfaction rating based on the identified risk and the Respondents plan to mitigate the risk. The rating is based on a scale of 1-10 (10 being completely satisfied and 1 being completely dissatisfied). The Project Manager may modify their satisfaction ratings at any time throughout the Project. When a risk is resolved, the actual date of resolution must be listed.

The Respondent is also required to submit a detailed Project schedule (including the authorization to proceed date, substantial completion date, and final payment date) in the weekly report. The schedule report must contain the Respondents original schedule along with the current estimated schedule.

The State will analyze the reports for accuracy and timeliness. The report will be used in part by the Owner to determine the overall final performance rating of the Respondent (and its team).