



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 Date¹:

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:

¹ 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 Permit²:

☐ 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 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.)³

Authorized Signature

Date

Printed Name

Title

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

³ 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, nor
 - d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

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

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 a 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" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

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

A.3. Solicitation Amendments

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the 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. Open Bid / Open Record

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

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

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

A.9. Legal Contract

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

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

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 580:16-7-32.

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 OMES 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 but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written 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 (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.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) through the Department of Homeland Security and 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

B.1. 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 three successive one year periods. If it is determined that there is not enough coverage across the state, an additional solicitation may be necessary during the course of the contract.

B.2. Type of Contract

This is an indefinite quantity contract. The state will not consider a minimum order or guarantee a minimum purchase.

B.3. Fixed Price

This shall be a firm fixed price contract for mechanical and maintenance labor cost with a percentage off discount for parts.

B.4. Multi-Award

This shall be a multiple award contract that allows all government entities to obtain equipment repair services from any supplier issued an award resulting from this solicitation and subsequent contract. Contracts shall be established with equipment repair facilities capable of performing both warranty and non-warranty equipment repair work.

B.5. Authorized Users

Contracts 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.

B.6. 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.7. Ordering

- B.7.1.** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders by state agencies and authorized entities or by the use of the State purchase cards. There is no limit on the number that may be issued.
- B.7.2.** The Supplier agrees to furnish all quantities by any Government Entity using this contract.
- B.7.3.** The Ordering Entity agrees to place orders with the Supplier for items shown in the solicitation from line items, as awarded, except as follows:
 - B.7.3.1.** Quantities of items needed under conditions of emergency.
 - B.7.3.2.** Quantities of items where Federal Funds are involved and other actions are warranted for Federal Regulatory compliance purposes.
 - B.7.3.3.** Quantities of items awarded under specific and separate contracts.
 - B.7.3.4.** Quantities of items which are determined to be outside the general scope and intent of this contract.

B.8. Equipment Serviced

The Government Entities shall only pay for repair work performed on equipment owned by a government entity of the State of Oklahoma.

B.9. 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.10. 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.11. Bid Conformity

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

B.12. Contract Usage Reporting Requirements

- B.12.1.** Reports shall provide itemized quantity of goods, and services sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals and Municipalities.
- B.12.2.** Reports shall be submitted quarterly regardless of quantity.

B.12.3. Usage Reports shall be delivered to Central Purchasing, 2401 N Lincoln Boulevard, Suite 116, Oklahoma City, OK 73105, or by email to the contracting officer, within 30 calendar days upon completion of performance quarter period cited in paragraph B.12.4 of this contract provision.

B.12.4. 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.12.5. Failure to provide usage reports *may result* in cancellation or suspension of contract.

B.13. Energy Conservation

Oklahoma is an energy conservation State. We welcome any comments in your proposal that indicate any energy savings processes or materials used to perform the work described in this solicitation.

B.14. Conflict of Interest

The Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose with 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.15. 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.

B.16. Subcontracting

The supplier shall retain total responsibility of all repair work performed on state equipment. If the supplier elects to sub-contract, the government entity shall only communicate and make payment to the party the contract has been awarded to.

B.17. Invoices

Upon completion of repair work, the final repair bill shall be submitted to the agency contact person. To ensure prompt payment, the invoice shall include the following information:

B.17.1. Purchase order number if applicable.

B.17.2. Make, model, and VIN number of equipment.

B.17.3. Name of government entity.

B.17.4. Description of services and/or parts, material and supplies provided.

B.17.5. Unit and total cost.

B.17.6. Name of company who provided the products/services.

B.17.7. Payment remittance address.

B.17.8. Payment made by government agencies will be made by the procurement card that is issued by the State or Purchase Orders. Other entities may use Purchase Orders or Procurement cards.

B.17.9. The Company responding shall be the only office authorized to receive orders, invoice and receive payment. If the supplier wishes to ship or provide a service from a point other than the address listed on the solicitation documents, they will furnish a list of these locations.

B.18. Payment

Payment method will be the effective state wide fleet fuel and maintenance card, the Standard p-card, or Purchase Orders.

B.19. Property loss

The supplier shall reimburse the government entity for such property loss or damage caused by supplier, its employees or for anyone whose acts the supplier may be liable for.

C. SOLICITATION SPECIFICATIONS

C.1. Purpose

The intent of this solicitation is to establish a contract with equipment repair facilities to provide statewide repair services and parts for non-highway, farm, and heavy construction equipment owned by Government Entities within Oklahoma. There is a need to have multiple locations across the state that can repair equipment without the entity having to take the equipment long distances for repairs. When a repair is deemed necessary, the agency will be able to access the closest repair facility from a list of suppliers who have been awarded contracts.

C.2. Background

- C.2.1.** The Central Purchasing Division has the primary responsibility and oversight of developing statewide contracts for efficiency of providing services to Government entities. The entities own non-highway, farm and heavy construction equipment used for conducting state business that requires maintenance and services. The equipment is located throughout the State of Oklahoma.
- C.2.2.** The state-owned equipment is comprised of Caterpillar Equipment, Volvo, Sterling, Ford and New Holland Equipment, International and Galion and Komatsu Equipment, Ferguson Equipment, Broce Equipment John Deere Equipment, Skytrack, Case, Graders, dozers, front-end Loaders, scrapers, backhoes, rollers, mowers, tractors, cranes, asphalt grinders, Farm equipment such as rakes, cutters, balers and planting equipment. Also included is miscellaneous equipment that may not be listed. The Supplier will provide a listing of the type of equipment they service and provide parts for. Suppliers can respond on either the repairs or the parts or both if they are capable of providing an all in one service to the government entities.

C.3. Authorized Representative

The Supplier may offer any brand which they are capable of providing services and/or parts for but please provide information for all parts and services your company is an authorized representative of (for Warranty work).

C.4. Scope of Work-Service and Repairs

- C.4.1.** Services and repairs may include, but not be limited to the following:
 - C.4.1.1.** Replace engine oil and filter.
 - C.4.1.2.** Lubricate chassis and universal joints and CV joints, if necessary.
 - C.4.1.3.** Check and fill all fluids to proper levels, to include transmission, differentials, power steering, brake, windshield washer, radiator coolant, battery and drive transfer case.
 - C.4.1.4.** Check tire condition and pressure, rotate and balance, if necessary, and check spare.
 - C.4.1.5.** Check for proper operation of the following: windshield wiper and washer, all lights and reflectors, horn, heater and air conditioner, emergency brake and radio.
 - C.4.1.6.** Check for fluid leaks.
 - C.4.1.7.** Minor tune and filters to include PCV valve and clean/protect battery terminal ends, replace air filter and breather elements, replace fuel filter.
 - C.4.1.8.** Check engine.
 - C.4.1.9.** Check brakes.
 - C.4.1.10.** Check shocks.
 - C.4.1.11.** For rear drive equipments, check front wheel bearings and for front drive equipment, check drive axle boots.
 - C.4.1.12.** Service transmission.
 - C.4.1.13.** Check all belts. Replace if necessary.
 - C.4.1.14.** Inspect for wear, proper operation, leaks and note defects, on service report and report defects to the agency.
 - C.4.1.15.** Engine diagnostic, drive ability problems, and repairs.
 - C.4.1.16.** Electrical problems and repairs.
 - C.4.1.17.** Front end alignment.
 - C.4.1.18.** Any other services and repairs needed to ensure the equipment performs according to the equipment manufacturer's specifications.

C.5. Warranty-Repairs

- C.5.1.** The Successful Supplier agrees the products furnished under this contract shall be covered by all commercial warranties the contractor provides 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.
- C.5.2.** The Supplier warrants that at the time of delivery, all repairs furnished under this contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this contract.
- C.5.3.** All services performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the agency contact person prior to installation.
- C.5.4.** All parts and labor shall be guaranteed for at least 12 months or 12,000 miles.
- C.5.5.** Work performed not meeting specifications or found to be defective, shall not be accepted. The supplier shall be required to make repairs or corrections at no additional cost to the agency.
- C.5.6.** Supplier shall furnish a copy of their warranty applicable for the services or supplies to be furnished.
- C.5.7.** All equipment warranties shall start on the date of installation and shall be for the full term of said warranty.

C.6. Scope of Work-Quality of Parts

- C.6.1.** Parts under these specifications must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the agency contact person prior to installation
- C.6.2.** Repair parts must be equal to, or exceed original equipment manufacturer's specifications.
- C.6.3.** Repair parts must be packaged and distributed under their respective nationally known name brands.
- C.6.4.** All rebuilt or remanufactured parts must meet the same requirements as listed above.
- C.6.5.** Some repair parts may be required to be original equipment manufactured repair parts. When a line item is identified as requiring "Original Equipment Manufacturer's repair parts, no substitution will be permitted or accepted.
- C.6.6.** Suppliers must carry a complete line of OEM parts for all models of equipment they bid on.
- C.6.7.** Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

C.7. Warranty-Parts

- C.7.1.** Suppliers are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to government Entities.
- C.7.2.** Supplier shall correct ordering errors without further cost to the ordering entity.

C.8. Material Safety Data Sheets

Supplier shall furnish any required Material Safety Data Sheets or a composite concentration list as part of the bid document, prior to contract award, with the product invoice, or at the request of the Department of Central Services, Central Purchasing.

C.9. Work Performed

- C.9.1.** Before actual repair work beings, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the government entity requesting the service. The following information shall be provided in order to determine ownership of the equipment:
 - Name of driver
 - Name of government entity and division the driver is employed with
 - Make, Model, and VIN of equipment
 - Government entity equipment control number

C.10. Estimate

- C.10.1.** Once equipment ownership has been established, the supplier shall provide a written estimate of the repair work and notify the government entity contact person of the costs.
- C.10.2.** The written estimate shall be itemized to include all costs associated with the repair of the equipment.
- C.10.3.** The supplier shall obtain authorization from the government entity contact person prior to performing any work.
- C.10.4.** Work performed shall not exceed the original estimate without the prior approval of the government entity contact person.
- C.10.5.** The supplier shall not perform warranty repairs unless the repair facility is certified by the equipment manufacturer of the equipment requiring work. Repairs made that are covered by a warranty shall not be paid for by the government entity.

C.11. Repair facility

C.11.1. The supplier shall have a full service repair facility where repair work will be performed.

C.11.2. The supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the repair work.

C.12. Storage

Equipment that remains in the supplier's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The supplier shall be responsible for the proper care and custody of any state owned equipment in the supplier's possession.

C.13. Licenses and Certification

The supplier certifies that, at the time of entering into this contract, it has current licenses, certifications, approvals, permits and insurance requirements required by the State of Oklahoma to perform auto repair work.

C.14. Personnel

C.14.1. All persons utilized in the performance of this contract shall be employees of the supplier and be fully qualified to perform the work required. Repair work shall be performed by certified or trained or authorized service technicians.

C.14.2. For repair services on equipment for which the Supplier is not an authorized distributor/dealer, a minimum of two (2) years experience in providing repair services on each make of equipment bid is required.

C.15. Insurance

C.15.1. Prior to the commencement of this contract, the supplier shall obtain and keep in full force and effect until the termination of this contract, insurance coverage with an insurance company licensed and qualified under the laws of Oklahoma.

C.15.2. The supplier shall maintain insurance coverage in an amount not less than \$500,000 at all times during the entire term of this contract. The following types of risks shall be covered in the supplier's policy:

Worker's Compensation Insurance and employer's liability insurance sufficient to cover supplier's employees as required by the State of Oklahoma.

Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.

Commercial Automobile Insurance, hired and non-owned.

Garage keepers Liability Insurance.

Commercial Property Coverage.

D. EVALUATION

This bid will be based on best value and geographical location of the supplier and the ability to service customers.

E. INSTRUCTIONS TO SUPPLIER

The "A" terms are standard in all of our contracts. The "B" and "C" terms are specific to this contract. Please read the terms carefully and submit any questions you may have by the deadline on the first page of this document.

F. CHECKLIST

F.1. Did you submit all documents printed from the Central Purchasing website?

F.2. Have you provided your Insurance Certificate?

F.3. Did you initial any corrections?

F.4. Did you provide your Warranty information?

F.5. Have you submitted information for all shop locations including a list of the locations?

G. DELIVERY

G.1. Delivery Schedule

G.1.1. All materials, supplies, and services shall be delivered within fifteen days from the date of order unless special arrangements are made with the customer concerning delivery of services or parts.

G.1.2. Supplier shall provide their proposed delivery times, or "lead times" on the solicitation form where they fill in their pricing. If no lead time is noted on the form, it is assumed that the supplier shall meet the delivery schedule stated in G.1 of this section.

- G.1.3.** Emergency requests must be made with 24 hours. If the Supplier is unable to supply parts or service within 24 hours, the ordering entity reserves the right to obtain the part or service from another vendor through the normal bidding process.

H. PRICE AND COST

H.1. Pricing (Please see bid price sheet)

H.1.1. Parts

Pricing for parts shall be based on the manufacturer's List Price, less any percentage discount to be given for this contract. Suppliers shall supply the customer with the current applicable cost/price list used. Examples of cost/price lists are:

- H.1.1.1.** Current dated manufacturer's cost to Supplier.
- H.1.1.2.** Current dated manufacturer suggested retail price list(s).
- H.1.1.3.** Current dated manufacturer's State price list(s).
- H.1.1.4.** Jobber list.

H.1.2. Labor

Pricing for labor shall be based on hourly rate, either at the Government Entity's location or at the Supplier's location. Pricing for parts will be a discount off list price. No cost plus pricing please.

Price Sheet

Bidders shall furnish pricing in the spaces provided below.

Unit prices shall include all costs associated with repair services.

Cost for Repair Services:

Mechanical/Maintenance Labor Rate: Hourly rate for labor required to make necessary repairs and/or scheduled maintenance.

Cost for Parts: Price quoted for parts shall be list price, less a percentage discount.

Provide pricing for the below listed type of services. Thereafter pricing can be adjusted only at the time of annual renewal.

Repair Services Mechanical/Maintenance Labor Rate	\$ _____ per hour in shop \$ _____ per hour at customer location
Parts, at list price, less a percentage discount.	_____% <u>No cost plus quotes please</u>

Parts Only, list price less discount if the customer picks up the parts at your location: _____%

Parts Only, list price less discount, on shipped parts: _____%

Name of Company: _____

Address: _____

City, State, Zip Code: _____

County: _____

Contract Contact Person Name: _____

Area Code + Phone Number: _____

Area Code + Fax Number: _____

Email address of contact person for contract: _____

Surrounding Counties you can service: (For the entire state, put "All")

(If you have multiple locations please attach a separate sheet with the same information as above.)

Please list the brands of equipment that you are able to service and the publication used for pricing the hourly labor rate:

Which of the brands are you factory authorized from the manufacturer to work on?

Please list the brands of parts that you are able to provide:

Which of the brands of parts you are factory authorized to sell?

Lead Time for service (see G.1 Delivery Schedule) (i.e. within 24 hours of service or parts request): _____

SW455 CONTACT INFORMATION FOR:

Website:

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