



State of Oklahoma  
Department of Central Services  
Central Purchasing

Amendment of Solicitation

Date of Issuance: 08-05-2010

Solicitation No. SW10818

Requisition No. \_\_\_\_\_

Amendment No. 2

Hour and date specified for receipt of offers is changed: ☐ No ☒ Yes, to: August 31, 2010 3.00 PM CST/CDT

Pursuant to OAC 580:15-4-5(c)(5), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

**ISSUED BY and RETURN TO:**

**U.S. Postal Delivery:**

Department of Central Services, Central Purchasing  
P.O. Box 528803

Oklahoma City, OK 73152-8803

or

**Personal or Common Carrier Delivery:**

Department of Central Services, Central Purchasing  
Will Rogers Building

2401 N. Lincoln Blvd., Suite 116

Oklahoma City, OK 73105

Lisa Bradley

Contracting Officer

( 405 ) - 522 - 4480

Phone Number

Lisa\_Bradley@dcs.state.ok.us

E-Mail Address

**Description of Amendment:**

a. This is to incorporate the following:

Clarification of Section B.11.1. has been amended as follows:

(a) As provided by Title 74, Chapter 4 85.33A, The Department of Central Services will assess a Contract Management Fee in the sum of 1% on all sales transacted by any political entity in Oklahoma using this contract. The Contract Management Fee shall be noted on the quarterly Contract Usage Report and paid by the Supplier to the Central Purchasing Division within 30 days from the completion of the quarterly reporting period. To ensure the payment is credited properly, the contractor must identify the check as a "Contract Management Fee" and include the following information with the payment: ***Applicable State Contract Number and reporting period covered.***

(b) The Contract Management Fee is not to be considered as an add-on fee to the agency, but is to be included within the cost and discount percentage provided with the response to this solicitation. Failure to remit the fee quarterly may result in cancellation of the contract. The Contract Management Fee is non-refundable when an item is rejected, returned, or declined due to the Contractor's failure to perform or comply with specifications or requirement of the agreement.

(c) The Contract Management Fee shall be sent to the attention of the Contracting Officer identified in this solicitation to:  
Dept of Central Services

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature

## **Description of Amendment - continuing**

Central Purchasing Division  
Attn: Lisa Bradley  
PO Box 528803  
Oklahoma City, OK 73152-8803

Questions and Answers:

**Question 1: C.7.2.34.1 – Page 23 1) for each week after 30<sup>th</sup> on the solicitation on Attachment C it says 15<sup>th</sup>.**

Answer: All reports should be received by this office on the 15<sup>th</sup> day of the following month following a listed reporting period. Liquidated damages may be addressed if the report has not been received by the 30<sup>th</sup> of the following month.

**Question 2: On the cost proposal (tier 2) Can we provide discounts off current MFG list and our web site?**

Answer: Yes. Oklahoma will need a reference point to verify discounts. Please indicate on your bid response if the "list" pricing is manufacturer or a public available web site.

**Question 3: What is the process for making changes to the Terms and Conditions?**

Answer – All terms listed in Section A of the solicitation may not be altered, these are non-negotiable.

**Question 4: The State has Past Performances from the current MRO contract that is less than 1 year old. Would it be permissible to refer to those currently on file with the State?**

Answer - Past Performance from other States, as well as Oklahoma are encouraged.

**Question 5: Can you provide a list of what vendors attended the pre-bid conference?**

Yes, see attached.

**Question 6: Will the State accept addendums to the bid?**

Answer: By definition, addendums refer to contracts in Oklahoma.

**Question 7. Can your proposal be for Oklahoma only and/or just selected States?**

Answer: Reference Question 10.

**Question 8: Can you provide a copy of what each state filled out in order to participate?**

Answer: The intent to participate form was received as e-mail. That information will not be provided at this time. The contact information will be provided to the successful bidder. A copy of the participating addendum is posted along with the solicitation.

**Question 9: With the Oklahoma RFQ the tier 2 pricing is asking for a single discount. As a manufacturer, we can give better savings with multiple discounts (by types of tools or family groups and different discount for tools and consumables? And not just one discount. How should we approach this for the tier 2 pricing?**

Answer: Multiple tiers of discounts will be encouraged. Please provide any additional pricing information your proposal response can offer.

**Question 10: In the event, a respondent elects to restrict their response to the State of Oklahoma, barring other States from utilizing any resulting award, will the respondent be eliminated from consideration?**

Answer: Yes the firm will be eliminated from consideration. A multi-state firm is not considered a small, local business without, or possessing, the capabilities of servicing a large multi-state customer such as the NASPO group of state and local governments.

**Question 11: Can freight charges be charged on a zero (0) profit pass through basis?**

Answer: C.7.2.10. Freight Policy: All shipments should be F.O.B. Destination to the specified location, with inside delivery if requested. Supplier is responsible for filing and expediting all freight claims with the carrier. The Supplier should pay title and risk of loss or damage charges.

**Question 12: How will the vendor know what contract is used to order tools in the event of a blanket P.O. being issued to a vendor from a state agency?**

Answer: All purchase orders will reference the contract name. At time of award, a Master Price Agreement number will be assigned to awarded supplier(s). Each State will sign a participating addendum, and will have awarded supplier sign

## **Description of Amendment - continuing**

and acknowledge the participation.

### **Question 13. Response time. Will agencies let us know when tools are needed?**

Answer: Yes. Any awarded supplier should relay the delivery expectation during order entry. Unless of a special order item, orders should be received within a 5 day period after order. It is also desired that customer may ask for an expedited delivery – 24 hour delivery as mentioned in Section C.7.1.8 & .9.

### **Question 14: Fill rate – 98% on our complete catalog will be a very difficult challenge. We have over 400,000 sku's in 30 days that may not be a problem, but on site, will be impossible. Some equipment and tools are made to order.**

Answer: Reference answer #13. It is expected that awarded supplier will be able to complete most deliveries within 5 business days. The State does recognize that special order items may require a longer lead time. Communication with the ordering entity will be required regarding delayed delivery expectations.

### **Question 15: What if an agency wants a tool or piece of equipment that is not listed in the categories list as part of the bid?**

Answer: Tier 2 is a contracting avenue to cover items not specifically mentioned in tier 1. This discount is by brand/manufacturer name, to allow any item to be purchased under this contract.

### **Question 16: Do we have to be an authorized distributor of all the manufacturers we quote or can we sell through a wholesaler that we are authorized to sell through?**

Answer: Yes. Section A11 is a legal requirement to the State of Oklahoma.

### **Question 17: Can we offer the percentage off of the wholesaler or distributors list price or from manufacturer list price only?**

Answer: Yes. Please indicate which list price you are quoting from in your pricing proposal response.

### **Question 18: Since there are so many suppliers we are quoting, do you want the actual price lists at this time or just the percentage of discount for now and the actual price lists after award?**

Answer: Please reference answer 13. It is common practice for most companies to post a "base" price on their website. If no website is available, please provide an electronic copy of your offerings on a cd.

### **Question 19: Do you want the price lists with the bid submission; are cd's or flash drives acceptable?**

Answer: Yes.

### **Question 20: Some of the items on the Tier 1 and 2 spreadsheets are exclusive items. For example: Dayton, Westward, and Hyde are Grainger exclusive items. Snap On products are only available from Snap-On. How can we be competitive on these items? Will this be considered in the evaluation?**

Answer: In Tier 1, there is ample space for you to provide your brand equivalents.

### **Question 21: If item numbers are invalid, should we no quote? Or do we need to let you know so you can find what the correct part numbers are?**

Answer: The items in Tier 1 were from actual purchase usage data. If an item has been discontinued, please make a notation on your bid response and provide your equivalents.

### **Question 22: Can we add a Comments column to the spreadsheet or would you prefer a new tab to list information such as order minimums, quantity minimums, price breaks, discontinued/replacement parts, invalid part numbers, and good/better/best rating?**

Answer: Please add a new tab for your comments. Also, no order minimums are allowed. You may also reference the discounts/incentive page of the pricing response, attachment D.

### **Question 23: Do you need information on minimum box/case quantities? If we change the unit of measure from each to pack on the spreadsheet, how do you want that highlighted for your review?**

Answer: Yes. Please provide the unit of measure by box/case in your item descriptions.

### **Question 24: How do you want us to quote replacement items, especially in tier 1? No comment box to advise you of change?**

Answer: There is a space for identical product, and also functional equivalent

### **Question 25: Will you provide current tool spend (dollars and/or quantities) information for the State and OK**

## **Description of Amendment - continuing**

### **agencies for the manufacturer listed in Tier 1 and 2?**

Answer: Please reference Section C1. There has not been a standalone tool contract for the State of Oklahoma, so the entire usage data is not available.

### **Question 26: Please explain good/better/best. Mentioned in pre-bid conference call but not found in the document. Where do we rate the tools? Tier 1 and Tier 2? What column do we enter our responses?**

Answer: Explanation of good/better/best – Means that the same tool may come in several different cost and quality factors. Some users will need the best possible quality of tool for inventory, and some users will need a quick, inexpensive tool to get a particular job done. It is important to the end users of this contract to have a choice to purchase inexpensive or high quality tools at any time. This may be identified in the functional equivalent section of Tier 1, and may also be addressed in the item description space. It is expected that after award, each end user will be provided a quality or a low cost alternative with every order. Respondents may also provide additional information regarding the quality areas of their tool offerings.

### **Question 27: If the salient characteristics do not match exactly, what is the criterion for accepting a substitute? For example: Tier 2 PN E3-40L is a 40 oz 13 ½: hammer. We would like to offer a 36 oz, 14" hammer, Is that acceptable? Where do we include comments to explain the differences?**

Answer: There is spacing available in the functional or identical equivalent areas. Product description should also allow for the substitute as mentioned above.

### **Question 28: Will you accept the exact freight charges for non standard delivery in lieu of the freight markup percent? An 80 lb tool will have a greater freight charge than a 1 lb tool. Freight cannot be based off of % alone. Can we just agree to charge freight to the state on any rush orders as long as we provide documentation from the shipping company?**

Answer: Reference answer 11. Standard delivery is to be included in pricing. If expedited or special delivery pricing for items over 50 pounds, then yes, a copy of the bill of shipping will be provided with the invoice. Also, at time of order, the ordering entity should be notified of the charge of shipping. This can be calculated by weight and zip code.

### **Question 29: How do you define non-standard delivery (next day delivery, expedited, made to order rushes?**

Answer: Standard delivery is generally considered 3 – 5 business days and is to be included in the general price quoted for each item.

### **Question 30: What are the dates that we have to hold the one year pricing? Beginning August, September, or October?**

Answer: Date of award through one year, or a 12 month period following date of award.

### **Question 31: Our responses to the questions are longer than what is visible in the yellow boxes. Will you accept attachments with the remaining answers or do you want the responses to fit in the boxes? Our response may not be complete if we can't expand the box or include an attachment.**

Answer: The yellow fields are formatted to wrap text. If you need to include an attachment you may do so.

### **Question 32: More text currently fits in the cells in the Excel spreadsheet than what actually appears on the screen or when you print the spreadsheet. Do you want the response limited to what appears on the screen or when printed? Will your team be using printed copies to evaluate the responses?**

Answer: To ease in the evaluation process, it is preferable to use what can be easily read. Generally, the evaluation team will be reviewing the electronic copies of the responses.

### **Question 33: Will you allow attachments for subsidiary lists, location lists, brochures, etc? Where would you like to see those documents? Add tabs to spreadsheets? New documents?**

Answer: Yes, you may add a limited amount of location, brochures. Many of these items may be addressed in the value-added portion of your response.

### **Question 34: Should we customize the RAVA plan for OK for all interested states?**

Answer: Oklahoma is the lead state in this acquisition, but Oklahoma is acting in the best interest of all other interested states.

### **Question 35: Do you want a written proposal to go along with the RAVA plan and Attachment C.**

Answer: No. It is part of the RAVA process to reduce the amount of marketing information and abundance of information to review. The RAVA plan should not be more than 2 pages, and will not carry any company identification – such as company name, letterhead, locations, or any other identifiers.

## Description of Amendment - continuing

**Question 36: Where would you like to see the screen shots for the Website as requested in C.7.2.8? Add a tab to attachment C or in a separate PDF file?**

Answer: A separate PDF file.

**Question 37: Are we required to provide a dollar value in the RAVA for all of our value added items?**

Answer: No. It is hopeful that the value added section will not include additional costs.

**Question 38: B.12.2 Does the NASPO .5% fee applies on sales to Oklahoma only or for all participating states in the contract?**

Answer: The NASPO fee will be applied to the total of all sales under this contract.

**Question 39: B.11.1 Is the Oklahoma contract management fee of 1% only for Oklahoma sales or is it applied to sales from all participating states?**

Answer: The Oklahoma contract management fee only applies to the total sales for Oklahoma sales.

**Question 40: B.12.4 If other participating states apply a contract fee is the range known? Can an individual state be rejected if the fee is high? Can prices be adjusted for a state if the fee is high?**

Answer: Under the NASPO umbrella of cooperative purchasing, each participating state will draft their participating addendum to each awarded supplier of their interest. With this participating addendum, the individual state may add their state's terms and conditions, which some may or may not contain a management fee. These amounts are not known at this time.

**Question 41: C.4.6 Charges for rush orders are dependent on size and weight and the charges a third party delivery – not cost. A “standard mark-up” for rush delivery is not possible to establish. Can the wording be changed to stand delivery included at no charge “Rush delivery charged per the 3<sup>rd</sup> party delivery established rate”?**

Answer: Please reference answer to 11 and 28.

**Question 42: C.5.1 Will the account manager be responsible for only Oklahoma or for all participating states?**

Answer: The account manager will be responsible for the entire contract. We are asking for one person which will take the lead inside their company that end users may call upon. It is expected that several individuals will be in charge of the different geographical areas.

**Question 43: C.5.1 Does each participating state expect to have the same detailed staff description for their state?**

Answer No

**Question 44: C.7.2.1 This requirement is vague – Is an email response sufficient for the response time requirement? For example, “We have received your request and a quote will be sent” or a confirming email: “Your order has been processed and is being shipped.”**

Answer: The specifications are asking for a timely response to an end user's request. An email is acceptable; however the time should be explained if a quotation is pending. If a generic email is sent, it is expected that a quotation will be available within 24 hours.

**Question 45: C.7.2.2 The use of line items may skew this unnecessarily. Suggest using the quantity of items not line items. For example, if there are five line items, four items have a quantity of one and the fifth item has a quantity of 1000. The line with a quantity of 1000 may need to come from several warehouses from across the country to complete or may need to be back-ordered because of the quantity ordered.**

Answer: The intention of this contract is to provide for tool purchases for many entities. It is desired that an awarded supplier will be able to deliver products in a timely basis.

**Question 46: C.7.2.2 and C.7.2.4 Will Acts of God or nature be considered as exclusion or reason for not hitting fill rate? When using a third party common carrier (UPS or FEDEX) delivery may not make it because of ice storms, flooding, tornadoes and even seasonality (Christmas delivery season). Acts of God or nature outside of the state also impact delivery. For example, hurricanes affect the delivery of product to ports and cause a delay of delivery to warehouses.**

Answer: The RFP addresses this in section C.7.2.4. It is desired that a supplier has multiple warehouses, as it is important that end users who are effected by natural disasters have the ability to purchase needed tools and accessories.

**Description of Amendment - continuing**

**Question 47: C.7.2.4 When vendors use third part common carriers, standard shipping is the hours they deliver and to location they deliver. Will this affect the delivery date standards and fill rate expectations?**

Answer: No. It is the awarded suppliers' responsibility to ensure timely delivery of products.

**Question 48: Attachment F PPI – Can an excel spreadsheet template be provided with the required format?**

Answer: The excel template has been posted on the solicitation web site.

**Question 49: H.1 As a worldwide manufacturer we are impacted by raw products cost on the world market. The PPI tends to lag behind the cost on a worldwide basis. Can documentation of price increases to all commercial customers be submitted as justification for price adjustments?**

Answer: The Producer Price Index is a common and universal measure of market prices. Supplier may submit any documentation they have, but any increase will be justified by the PPI index. Tier 2 product discounts will remain the same, but the manufacturer and / or publically available website pricing will fluctuate.

**Question 50: RAVA – is an example of a RAVA available for review to understand what is expected and the brevity required?**

Answer: Yes. A PowerPoint presentation has been posted on our website next to this amendment.