



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

Solicitation

1. Solicitation #:SW190

2. Solicitation Issue Date:11/14/2014

3. Brief Description of Requirement:

SW190 is a new solicitation for Mowers and Hand Held Equipment.

You are bidding on Mowers (Riding Mowers, Zero turn mowers, push mowers, walk behind mowers, attachments for the mowers but not agriculture type attachments. Chain saws, Trimmers, Blowers.

There are Attachments posted on the website with these forms. They are provided in Microsoft Word and Adobe pdf formats. The Contact Information is also provided in both formats.

All questions about the forms or the items being requested must be submitted through email to Joyce.Leivas@omes.ok.gov Any amendments will be posted to the website if the questions cause the solicitation requirements to change. All questions must be sent by email by Thursday, November 20, 2014.

4. Response Due Date¹:12/09/2014

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

Personal or Common Carrier Delivery or U.S. Postal Delivery:

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

6. Solicitation Type (check one below):

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

7. Requesting Agency: OMES, Central Purchasing on behalf of all government entities.

8. Contracting Officer:

Name: Joyce Leivas

Phone: (405) 521-2479

Email: Joyce.Leivas@omes.ok.gov

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 #** SW190

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). Please provide your Certificate of Good Standing if available.

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/faqbus-sales.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 #: SW190

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

TABLE OF CONTENTS

A GENERAL PROVISIONS.....5

B. SPECIAL PROVISIONS 9

C. SOLICITATION SPECIFICATIONS..... 12

D. EVALUATION..... 12

E. INSTRUCTIONS TO SUPPLIER 12

F. CHECKLIST 12

G. OTHER 13

H. PRICE AND COST 13

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 (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) 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. Type of Contract

- B.1.1.** This will be a mandatory statewide contract that is available to all state agencies. Other government entities may avail themselves of this contract, including those in other states if their statutes allow for the use of other states contracts, sometimes known as "piggybacking".
- B.1.2.** All state agencies must use the contract for the products specified herein unless the ordering agency has received a written exception from the contracting Officer. The State of Oklahoma reserves the right to conduct separate procurements to establish contracts for the same or similar products for any agency's specific needs.
- B.1.3.** The State of Oklahoma shall not guarantee any minimum or maximum amount under this contract, also known as an indefinite quantity contract.
- B.1.4.** This contract will be for the purchase of equipment, warranty work and parts.
- B.1.5.** This contract may be awarded to multiple vendors for a variety of brands and manufacturers.

B.2. Contract Period

This Contract is for Date of Award through one year with the option to renew for up to two (2) additional one year periods.

B.3. Extension of Contract

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

B.4. Authorized Users

This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes also allow Counties, School Districts, Tribes and Municipalities to use this contract as well as State entities other than the State of Oklahoma if statutes allow for it.

B.5. Gratuities

The right of the successful vendor to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful vendor, 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.6. Travel

No reimbursable travel is contemplated under the terms of this contract.

B.7. Energy Conservation

Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings such as brochures, specifications, and descriptions of equipment that indicate environmentally friendly construction/usage..

B.8. Conflict of Interest

The RFP is subject to the provisions of the Oklahoma Statutes. All Vendors must disclose the name of any officer, director or agent who is also an employee of the State of Oklahoma or any of its agencies. Further all Vendors must disclose the name of any State Employee who owns, either directly or indirectly, an interest of five percent (5%) or more in the Vendor firm or any of its branches.

B.9. Patents and Royalties

The Vendor 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 Vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.10. Property loss

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

B.11. Contract Management Fee

- B.11.1.** As provided by State Statute 85.33A, the Department of Central Services will assess a Contract Management Fee of 1% of total contract sales to all government entities. Awarded Vendor(s) shall remit payment of the fee on a quarterly basis in conjunction with the quarterly sales report. The fee amount is not to be invoiced to any contract users, either as an item on a sales invoice or by any other means. Delinquency in payment may be considered cause for contract termination.
- B.11.2.** Vendor shall make payment by company check to DCS-Central Purchasing Division within 30 days of the completion of the quarterly reporting period. To ensure the payment is credited properly, the Vendor must identify the check as "Contract Management Fee" and include the Statewide Contract Number and title information with payment. The Contract Management Fee shall be mailed to:

Attention: Joyce Leivas
2401 N Lincoln Blvd
Ste 116
Oklahoma City, OK 73105

B.12. Contract Usage Reporting Requirements

- B.12.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, and Municipalities. Items sold should be itemized in order for the Contracting Officer to ascertain what type of equipment is being purchased.
- B.12.2.** Reports shall be submitted quarterly regardless of quantity. A standardized form has been developed for Vendor use.
- B.12.3.** If there are no sales reported by the vendor during the contract term, or if the vendor fails to report sales that have been discovered through state purchasing reports, the State reserves the right to terminate the contract.

Usage reports shall be sent electronically, by email to Joyce.Leivas@omes.ok.gov or by regular U S Mail only if unable to provide electronically, to:

2401 N Lincoln Blvd
Ste 116
Oklahoma City, OK 73105

within 30 days of completion of each quarterly reporting period.

- B.12.3.1.** 1st Quarter: January 1 through March 31...so due by the end of April
- B.12.3.2.** 2nd Quarter: April 1 through June 30...so due by the end of July
- B.12.3.3.** 3rd Quarter: July 1 through September 30...so due by the end of October
- B.12.3.4.** 4th Quarter: October 1 through December 31...so due by the end of January

C. SOLICITATION SPECIFICATIONS

C.1. Scope

- C.1.1.** The State of Oklahoma Central Purchasing Division is charged with developing statewide contracts for all government entities to use that have been competitively solicited for the best possible pricing or percentage discount off pricing based on high volume purchasing. Multi-unit discounts are encouraged. This contract's main customer base will be state agencies, cities and municipalities and counties.
- C.1.2.** The purpose of this competitive solicitation is to develop a "catalog discount" contract to provide for equipment to be made available for purchase on a statewide basis. Manufacturers as well as Dealers are encouraged to bid directly on the contract, as this will be a multiple award contract for both equipment and warranty work with replacement parts.
- C.1.3.** We have determined that the best pricing structure for this type of contract is a simple "percentage off" of the current dated manufacturer's government or commercial catalog or price list with a copy

of the catalog pricing page or price list to be made available to the purchaser for their accounting divisions at the time of order.

C.2. Authorized Representative

- C.2.1.** Vendors may offer any brand for which they are an authorized dealer, distributor or service representative. A current, dated, and signed letter of authorization from the manufacturer that states the Vendor is an authorized distributor, dealer, or service representative and is authorized to sell the manufacturer's products in the State of Oklahoma is to be submitted with the response.
- C.2.2.** If the Manufacturer is responding to this solicitation, please submit a list of authorized dealers, distributors or service representatives located in the State of Oklahoma and the product line you are the manufacturer of.

C.3. Licensing

Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes. (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62) Vendor certifies by submission of a response that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Response. It is the Vendor's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the contract and to furnish copies at any time upon request by Central Purchasing. If the Vendor does not maintain current licensing, Central Purchasing may immediately terminate the contract upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

C.4. Warranty-Equipment/Options/Accessories/Attachments

- C.4.1.** The Successful Vendor 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.4.2.** The Vendor warrants that at the time of delivery, all equipment and purchased 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.4.3.** All warranty work 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.4.4.** Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The Vendor shall be required to make repairs or corrections at no additional cost to the agency.
- C.4.5.** Vendor shall furnish a copy of their warranty applicable for the equipment.
- C.4.6.** All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
- C.4.7.** Before actual warranty work begins, 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:
 - C.4.7.1.** Name of government entity and division, if applicable.
 - C.4.7.2.** Make, Model, and VIN of equipment
 - C.4.7.3.** Control number of government entity (Inventory number)
 - C.4.7.4.** Repairs made that are covered by a warranty shall not be paid for by the government entity.
 - C.4.7.5.** The Vendor shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.
 - C.4.7.6.** All persons utilized in the performance of this contract shall be employees of the Vendor and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.

- C.4.8.** Equipment that will remain in the Vendor's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Vendor shall be responsible for the proper care and custody of any state owned equipment in the Vendor's possession.

C.5. Insurance

- C.5.1.** Prior to the commencement of this contract, the Vendor 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.5.2.** The Vendor 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 Vendor's policy:
- Worker's Compensation Insurance and employer's liability insurance sufficient to cover Vendor'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.

C.6. Quality of Parts

- C.6.1.** Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the agency contact person.
- C.6.2.** After Market 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. Vendors must carry a complete line of OEM parts for all models of equipment they carry.
- C.6.6.** 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.** Vendors are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to government Entities.
- C.7.2.** Vendor shall correct ordering errors without further cost to the ordering entity.
- C.7.3.** A copy of the Warranty shall be included for replacement parts purchased.

C.8. Repair Facilities

Repair facilities that will perform the warranty work of items on contract shall be identified on the Pricing Page.

C.9. Ordering

- C.9.1.** No minimum orders will be considered under this contract.
- C.9.2.** Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the manufacturer/dealer for the basic equipment being purchased.
- C.9.3.** Vendors shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.
- C.9.4.** Any trade-in allowances determined by the dealer shall be deducted from the established current price after the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance.
- Example: List price is \$17,199, and the discount is 23% and the trade-in is \$6,000. $\$17,199 - 23\% = \$13,243.23$. $\$13,243 - \$6000 = \$7,243.23$, final price.

C.9.5. Customer Responsibility

C.9.5.1. The Customer is responsible for being familiar with all of the contract terms and conditions.

C.9.5.2. The Customer should base their purchasing decision on the best value offered by a vendor. Careful evaluation of the pricing, services available, and comparison of product and options and accessories specifications are the responsibility of the customer. For auditing purposes all documentation concerning the selection of the product should be maintained in the customer's purchasing files.

C.9.6. Material Safety Data Sheets

C.9.6.1. Vendor shall furnish any required Material Safety Data Sheets or a composite concentration list prior to contract award, with the product invoice, **or** at the request of Central Purchasing.

C.9.7. Catalogs and Price Sheets

C.9.7.1. Vendors shall provide catalogs and current price lists at no charge upon customer or Contracting Officer's request.

C.9.8. Equipment Operation and Repair Manuals

C.9.8.1. All equipment shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list. If other manuals are required by the customer, they shall be offered at the discount offered in the Price Sheets.

C.10. Invoices

To ensure prompt payment, the invoice shall include the following information:

C.10.1. Purchase order number if applicable.

C.10.2. Make, model, and VIN number of equipment.

C.10.3. Name of government entity.

C.10.4. Description of equipment purchased or warranty services performed and/or parts, material and supplies provided.

C.10.5. The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals, and the final total price for each item delivered.

C.10.6. The copy of the current, dated manufacturer's Price List showing the price of the equipment if requested by the ordering party for their accounting purposes.

C.10.7. Name of company who provided the products/services.

C.10.8. Payment remittance address.

C.10.9. 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.

C.10.10. Each Dealer/manufacturer who is awarded a contract as a result of this Solicitation shall be the only office authorized to receive orders, invoice and receive payment. If the Manufacturer or Dealer 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 as part of their response.

C.11. Payment

C.11.1. Payment method by State Agencies will be the effective state wide fleet fuel and maintenance card, the State purchase card, Lease-Purchase, or Purchase Orders.

C.11.2. Payment method by other government entities (Cities, Counties, Municipalities, Schools, and other State governments will be as in C.11.1 above or other purchasing methods, such as lease-purchase, as allowed by their purchasing guidelines, regulations or statutory mandates.

C.12. Prompt Payment Discounts

Prompt payment discounts 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.

C.13. Late Payment to Vendors

Late payments made by Government entities who sell to State Agencies are addressed in the Prompt Payment Rules derived from Titles 62, Section 41.4a and 4b and 74, Section 840.14. The new interest rates are published on the Office of Management & Enterprises website.

C.14. Delivery

- C.14.1.** Delivery of equipment is to be made within 120 calendar days after receipt of order unless other arrangements are made between the ordering party and the Vendor. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.
- C.14.2.** All equipment is to be delivered new, unused, assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the customer. Liability for product delivery remains with the Vendor until delivered and accepted.
- C.14.2.1.** Delivery shall be made in accordance with instructions on purchase order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract; it is the Vendor's obligation to seek clarification from the ordering party and, if applicable, from the Contracting Officer listed as the contact person in Central Purchasing.
- C.14.3.** Delivery on parts is to be made within 30 days.
- C.14.4.** One Operating Manual, an illustrated parts manual or List, and the Warranty, shall be furnished for each new item purchased, as well as any proprietary tools necessary to perform routine service or adjustments, all at no additional cost.

C.15. Training

- C.15.1.** Vendor is to provide their training opportunities for the equipment they are bidding with their response to this solicitation

C.16. Price Adjustments

- C.16.1.** The manufacturer's price list date that you are being asked to provide is considered the "starting point" of the contract and is to be used as a measurement of price increases throughout the contract. (i.e. at the end of the contract year, the purchases will be compared to annotate any price changes that were made.) Since the various manufacturers update their pricing throughout the year and at different times during the year, there will be no pre-determined price adjustment time period for this contract however the discounts provided by the Vendor can be increased during the contract period at any time.
- C.16.2.** The contract price shall be the Manufacturers dated Price List (MPL) in effect at the time the order is placed less the discount percentage offered. Manufacturer Price lists will be that price list published by the manufacturer.
- C.16.3.** Vendor is to notify the contracting officer at least 30 days before a price adjustment will occur, or as soon as possible upon notification from the manufacturer.
- C.16.4.** Vendors are to include information concerning their return policy and any special added value considerations.
- C.16.5.** See C.9.4 concerning trade-in allowances.

C.17. Allowable Charges

- C.17.1.** Freight/Shipping/Set-up Fees.
- C.17.2.** Delivery is to be FOB Destination (of ordering entity) freight collect.
- C.17.3.** Any Freight, shipping and handling costs and set-up fees paid by the ordering entity are to be annotated on the quote/invoice as a separate line item.
- C.17.4.** Quotes shall show The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals, and the final price for each item delivered

- C.17.5.** Allied and incidental items requested by customers to comply with their needs and with state or other government regulations. Allied equipment may only be sold in connection with the sale of a contract item. Items must be clearly labeled on the purchase order or quote as Allied.
- C.17.6.** Allied and incidental items are attachments, accessories, parts or bundles not manufactured by the contract vendor that are requested by the customer to complete the purchase of equipment awarded on contract.
- C.17.7.** Unpublished or non-contract options required to complete a product ordered.
- C.17.8. New Products**
- C.17.8.1.** New Products may be added to the contract as they are introduced by a manufacturer however the discount cannot be lowered throughout the contract period.
- C.17.8.2.** Dealers who become authorized dealers for other products during the contract period may add those products to their lists of equipment offered.
- C.17.9. Discontinued Products**
- C.17.9.1.** Vendors are to notify the Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models.

D. EVALUATION

- D.1. Price (Discount offered)**
- D.2. Compliance with submission of Solicitation Requirements**
- D.3. Negotiations**
- D.4. Past Performance and compliance (usage reports, contract management fees)**

The State reserves the right to negotiate with one or more Contractors before award is made. Central Purchasing may negotiate any and all content of the proposal.

E. INSTRUCTIONS TO VENDOR

Please carefully read all the Sections of this solicitation as your response indicates your understanding of what is requested.

Section "A" is standard terms for all Central Purchasing Contracts

Section "B" contains terms specific to this contract. Section "B" may contain terms that take precedence over the terms in Section "A". See Section A.29.

Section "C" is the scope of work for this contract.

Section "H" Price and Cost. There are attachments for pricing. You will not have to fill out pricing on every attachment unless you sell all the equipment we are requesting. You only have to return the attachments for the equipment you sell. You DO have to fill out and return all of the rest of the documents.

You can submit pricing already figured with the discount if you wish as long as you do provide the percentage discount used to figure the prices.

If you have questions, you must submit them by the date and time noted on the first page of the solicitation documents.

You can but you do not have to submit electronic brochures for the equipment you are offering. These will be requested throughout the contract period by the customers and/or the contracting officer in charge of maintaining the contract. As much information as possible will be placed on Central Purchasing's website along with your contract documents.

F. CHECKLIST

Copy of Workman's Comp Insurance Policy

All return of merchandise policies

Warranty Information including value added offers such as an extended warranty for customers of this contract.

Any value-added offers

Training plan offered with sales

A current, dated, and signed letter of authorization from the manufacturer

If a manufacturer submitting a response, a list of certified dealers within the State of Oklahoma authorized to sell and service your products

Copy of Oklahoma Motor Vehicle Commission license if applicable to the products you sell.

Copy of Certificate of Good Standing (If required to be registered with the Secretary of State of Oklahoma)

Attachments

G. OTHER

None

H. PRICE AND COST

The State of Oklahoma is requesting pricing for Mowers and Hand Held equipment. The pricing matrix is a percentage off the Manufacturer's list price. Vendors can submit actual pricing schedules for their equipment though, with the percentage discount already figured, as long as the discount is clearly stated as well as the pricing minus the discount. Also, please provide the current manufacturer's price list used as a basis for the pricing schedules if you submit pricing with the discount already figured in. Attachments have been provided in Microsoft Word and Adobe PDF.

The State of Oklahoma has been a leader in the push for State use of CNG-powered vehicles. If you have products that are fueled by means other than gas or diesel fuel, and that are considered environmentally friendly, please include them in your response.

Manufacturers responding please include a listing of Distributors/Dealers for the State of Oklahoma to include Name of business, Address, contact names, phone numbers, fax numbers, email addresses and websites.

Vendors may submit specifications for all equipment bid, as well as options available. Please submit these specifications on a cd or dvd or flash drive. It is preferred that vendors have a website where customers can go and view the products. The Central Purchasing Statewide Contract website will be updated as necessary.

The manufacturer's price list date that you are being asked to provide is considered the "starting point" of the contract and is to be used as a measurement of price increases throughout the contract. (i.e. at the end of the contract year, the purchases will be compared to annotate any price changes that were made.) You will be expected to provide brochures and descriptive literature to those customers who request it and the contracting officer responsible for the maintenance of the contract. Although you will not be required to send actual pricing sheets as the prices are updated, you will be required to notify the contracting officer when there are price changes and a note will be made to the website where your contract will be located.

The Vendor will be expected to notify the Contracting Officer of any changes in the Company status, such as mergers, sell offs, discontinuation of equipment, addition of equipment lines and changes in the contact information for the contract. It is imperative that the Contracting Officer be able to contact someone at all times during business hours, especially when helping an entity make a decision on equipment they want to purchase.

With the age of technology, customers are more likely to use the internet to research the equipment they are interested in buying. We will put a link to your website on the contract website. Please provide a guide to the use of your website if you require a name and password to access current pricing, if listed, at no subscription cost to the State of Oklahoma. Also, please provide any additional enhancements such as any special ordering features available to users or a site with pricing specific to the Oklahoma contract even though we are not requiring you to offer a direct link to the Oklahoma-specific contract pricing or your current price lists.

Website: _____

Log-in required? ☐ Yes ☐ No

Government entities who will be buying from this contract will be expected to provide their accounting offices with a pricing sheet or pricing sheet reference date at the time they prepare their payment method. This pricing sheet will clearly state the Price Book/Catalog Number and Date. This sheet is to be attached to the quote provided by the Vendor. The quote will reference the Statewide contract number being used for the purchase. All set up charges, testing, and freight charges are to be included in the quote as separate line items.

Discounts offered will remain the same or can be increased throughout the contract period. Multiple Unit discounts are encouraged.

OEM Repair Parts: _____ % **After Market Parts:** _____ %

Extra manuals, warranties and tools:

Electronic (cd, dvd) Repair Parts manual: _____ % **"Hard Copy" Repair parts manual:** _____ %

Electronic (cd, dvd) Operator Manual:_____%

“Hard Copy” Operator’s manual:_____%

Electronic (cd, dvd) Service Manual:_____%

‘Hard Copy” Service Manual:_____%

Extended Warranty offered? _____Yes _____No
warranty purchase. Discount offered _____%

If yes, please attach information for the extended

Contact Information

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/Equipment Additions/Changes/Discontinuations	
Contact Name	
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	
Counties You can provide products/warranty service/repair parts to	_____All counties in Oklahoma OR just these counties: _____
(include any special conditions, such as territory or district maps on a separate sheet)	
Payment Discount (i.e. 15 days)	Please state any discount applied if paid and within what time frame.
Supplier will be responsible for notifying the contracting officer when the contact information changes.	Notes: (Special ordering instructions-please attach any special instructions on a separate sheet)

ATTACHMENT A

MOWERS. Riding Mowers, Mowers for Golf Courses, Lawn tractors. Attachments for the equipment. Options for the equipment.

[illegible]

Trade-in allowed? _____ Yes _____ No.

Multiple Unit discount of _____% Based on quantity purchased? _____ Yes _____ No. Based on dollar amount spent? _____ Yes _____ No.

If dollar amount how much? \$_____

OEM Repair Parts discount is _____% After Market Parts discount is _____%

ATTACHMENT B

MOWERS. Push Mowers, Walk Behind Mowers, Attachments for the equipment. Options for the equipment.

[illegible]

Trade-in allowed? _____ Yes _____ No.

Multiple Unit discount of _____% Based on quantity purchased? _____ Yes _____ No. Based on dollar amount spent? _____ Yes _____ No.

If dollar amount how much? \$_____

OEM Repair Parts discount is _____% After Market Parts discount is _____%

ATTACHMENT C

Hand Held Equipment. Blowers, Chain Saws, Edgers, Trimmers, Small leaf, wood chip stand alone mulchers, Sprayers, Small stand alone tillers, Hedge trimmers, polesaws.

[illegible]

Trade-in allowed? _____ Yes _____ No.

Multiple Unit discount of _____% Based on quantity purchased? _____ Yes _____ No. Based on dollar amount spent? _____ Yes _____ No.

If dollar amount how much? \$_____

OEM Repair Parts discount is _____% After Market Parts discount is _____%