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

Solicitation

1. Solicitation #: 0900000193

2. Solicitation Issue Date: 6/25/2015

3. Brief Description of Requirement:

Solicitation for multiple moving services in the Oklahoma City area

RFP NOTICE: Please note that on an RFP no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date[1]: 7/9/2015

Time: 3 p.m. CST/CDT

5. Issued By and RETURN SEALED BID TO:

Personal, U.S. Postal 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

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

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

7. Requesting Agency: Oklahoma Office of Management & Enterprise Services

8. Contracting Officer:

Name: Jacob M. Charries

Phone: (405) 522-1040

Email: Jacob.Charries@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 # 0900000193

2. Bidder General Information:

FEI / SSN : ______________________ VEN ID: ______________________

Company Name: ______________________

3. Bidder Contact Information:

Address: ______________________

City: ______________________ State: ____ Zip Code: __________

Contact Name: ______________________

Contact Title: ______________________

Phone #: ______________________ FAX# ______________________

Email: ______________________ Website: ______________________

4. Oklahoma Sales Tax Permit[1]:

☐ 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.)[2]

______________________ ______________________
Authorized Signature Date

______________________ ______________________
Printed Name Title

[1] For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html
[2] 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 #: 0900000193

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 collusion with any state agency or political subdivision official or employees to create a sole source acquisition in contradiction to Section 85.45j.1. of this title.

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

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, and must be prior to the closing date of 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 contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13 Negotiations

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. 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 260:115-7-32.

A.15. Award of Contract

A.15.1. 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.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.15.3. 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.16. Contract Modification

A.16.1. 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.16.2. 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.17. Delivery, Inspection and Acceptance

A.17.1. 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.17.2. 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.18. Invoicing and Payment

A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

A.18.2. 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.19. Tax Exemption

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

A.20. Audit and Records Clause

A.20.1. 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.20.2. 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.21. 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.22. 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.23. 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.24. Termination for Cause

A.24.1. 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.24.2. 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.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

A.25.1. 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.25.2. 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.26. 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.27. 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.28. 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.29. 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.30. 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. This solicitation is for the one-time purchase of the goods and/or services described in the specifications of this solicitation

B.2. Quantities

B.2.1. All quantities listed on Attachment A – Move Information are estimates. The agency has been diligent about making sure they listed as close as possible the exact number but something may have been missed. It is imperative to attend the walk-though scheduled for this solicitation to get a full understanding of the items to be moved.

B.3. Dates

B.3.1. The dates provided in the solicitation are as accurate as possible as of the time of the solicitation but are considered tentative and may change slightly over the course of time.

B.4. Unequivocal Acceptance

B.4.1. All terms identified in the bid specifications/contract are inclusive. By its response (execution), awarded vendor agrees to the terms and conditions of the bid specifications unless a variation or exception is specifically noted. Any variation or exception may disqualify the response.

B.5. Invoices

B.5.1. Awarded vendor will invoice the agency in arrears of services provided. Claims for reimbursement of services shall be submitted in arrears and within 90 calendar days of the provision of services. The awarded vendor will send one copy of their invoice bearing the purchase order number, time period and amount due.

B.6. Assignment

B.6.1. Awarded vendor's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without prior written consent of the Office of Management and Enterprise Services (OMES), Central Purchasing Division and the agency.

B.7. Severability

B.7.1. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

B.8. Waiver of Contractual Right

B.8.1. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

B.9. Gratuities

B.9.1. The right of the awarded vendor to perform under contract may be terminated by written notice if the Contracting Officer determines that the awarded vendor, or its agents or another representative offered or gave a gratuity (e.g. entertainment or gift) to an officer, official, or employee of the State.

B.10. Insurance

B.10.1. The awarded vendor shall maintain such insurance as will protect him/her and the State from the contingent of claims for workers compensation and from any other claims for damages to property or personal injury. The Office of Management and Enterprise Services (OMES) Central Purchasing and the AGENCY must be notified if the insurance policies are being cancelled or not being renewed.

B.10.2. A Certificate of Insurance indicating general liability insurance with a minimum combined single limit of $300,000 is required. The Certificate must be provided to the Office of Management and Enterprise Services (OMES), Central Purchasing Division and the AGENCY after an award of contract and before any work begins.

B.10.3. A Certificate of Insurance indicating Workers' Compensation Insurance in compliance with the Oklahoma Workers' Compensation Law is also required. The Certificate must be provided to the Office of Management and Enterprise Services (OMES), Central Purchasing Division with solicitation response. The Supplier shall provide, at a minimum, insurance for items being moved in the amount of <u>$1.00 per pound</u> **(note: if additional cost will be charged to insure at this amount, supplier must specify cost in its response),** not to exceed $10,000. In the event of a loss, the Supplier will pay the employee directly.

C. SOLICITATION SPECIFICATIONS

C.1. Purpose

C.1.1. This is to establish an awarded contract for a single vendor to perform moving services (loading and unloading) of office furniture and items from the Oklahoma Office of Management and Enterprise Services from various office buildings to be delivered in various destination office buildings.

C.2. Statement of Work

C.2.1. Vendor shall provide moving and hauling services for furniture and items located in addresses specified in Attachment A.

C.2.2. The move shall consist of the following eight (8) individual moves over a specified course of time:

C.2.2.1. Move 1: Vendor is to move the furniture and items out of the First Floor Will Rogers Building (2401 N Lincoln Blvd, Oklahoma City, OK 73105) to the Second Floor of the Will Rogers Building. Tentative move date July 15, 2015

C.2.2.2. Move 2: Vendor is to move the furniture and items out of the Colcord Building (421 NW 13th Street, Oklahoma City, OK) to the Frates Building (5005 N. Lincoln Blvd, Oklahoma City, OK). Tentative move to take place before October 1, 2015.

C.2.2.3. Move 3: Vendor is to move the furniture and items out of the Colcord Building (421 NW 13th Street, Oklahoma City, OK) to the First Floor and basement of the Will Rogers Building. Tentative move to take place before October 1, 2015.

C.2.2.4. Move 4: Vendor is to move the furniture and items out of the Colcord Building (421 NW 13th Street, Oklahoma City, OK) to the ISD Data Center (3115 N Lincoln Blvd, Oklahoma City, OK). Tentative move to take place before October 1, 2015.

C.2.2.5. Move 5: Vendor is to move the furniture and items out of the First Floor Will Rogers Building to the Second Floor Frates Building. Tentative move to take place October 1, 2015.

C.2.2.6. Move 6: Vendor is to move the furniture and items out of the Jim Thorpe Building (2101 N Lincoln Blvd, Oklahoma City, OK 73105) to the First Floor of the Will Rogers Building. Tentative move to take place November 1, 2015.

C.2.2.7. Move 7: Vendor is to move the furniture and items out of the First Floor Will Rogers Building to the Second Floor of the Will Rogers Building. Tentative move to take place December 1, 2015.

C.2.2.8. Move 8: Vendor is to move the furniture and items out of the Jim Thorpe Building to the First Floor of the Will Rogers Building. Tentative move to take place January 1, 2016.

C.2.3. The time shall begin when the moving conveyance arrives at the first point of loading and shall end at the last point of unloading. No Travel time shall be allowed to and from the vendor's place of business.

C.2.4. The vendor is to provide color-coded stickers to identify items to be moved at no additional cost to the agency.

C.2.5. Vendor is to identify any amenities included at no additional cost and the process obtaining for said amenities. This may include items such as reusable totes or color-coded stickers

C.2.6. Personnel

C.2.6.1. The vendor will employ only trained and qualified workers who are proficient in performing the services specified in the contract and commonly used within the trade. All personnel must be able to understand English sufficiently to comprehend spoken instructions.

C.2.6.2. All personnel shall present a neat, clean and well-groomed appearance at all times.

C.2.6.3. Vendor and all personnel must be legally eligible to work in the United States. At the request of the agency, the vendor shall provide proof of eligibility of employees who are not United States' citizens to work in the United States.

C.3. Vendor Requirements

C.3.1. The vendor shall be fully licensed and in good standing with Motor Courier Division of the Oklahoma Corporation Commission. **Vendor is to submit a copy of current license with solicitation response.**

C.3.2. The vendor must have the necessary personnel and physical and mechanical equipment to move a large agency quickly and efficiently. It is the vendor's responsibility to determine and provide adequate personnel and equipment for each move.

C.3.3. The vendor shall also provide a sufficient quantity of material handling equipment to safely move any type or quantity of household goods with the exception of corrosives or explosives.

C.3.4. The vendor shall provide with the invoice certified scale tickets indicating the weight of the truck unloaded and loaded. Payment will not be made until the certified scale tickets have been received.

D. EVALUATION

D.1. Evaluation Criteria

D.1.1. Award shall be made based upon the lowest-priced responsive vendor that meets the requirements of this solicitation.

E. INSTRUCTIONS TO VENDOR

E.1. Introduction

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

E.1.1. MANDATORY AND NON-MANDATORY TERMS

E.1.1.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder's Proposal.

E.1.1.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

E.2. Submissions/Copies

E.2.1. Contractor is to submit TWO (2) complete copies of their response on TWO (2) separate CDs or DVDs (one copy on each Disc) which includes the completed proposal, including the scanned images of the OMES signed forms. Disc must be an unprotected document.

E.2.2. Original hard copies are not required or preferred. This overrides hard copy submittal requirements of A.2.4.

E.2.3. **Please ensure that your Discs are marked clearly with the RFP Number.**

E.2.4. PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4

E.3. Site Visit

E.3.1. Site Visit is scheduled for Thursday, 7/02/2015 at 9:00 a.m. This is a mandatory site visit because of the nature of the project. Site visit will start at the Colcord Building address of 421 NW 13th Street, Oklahoma City, OK at 9:00 a.m. It will then move to the Jim Thorpe Building, then the Data Center, then the Frates Building and end at the Will Rogers Building. Melissa Milburn will be the contact and guide for all walk-throughs. **No questions will be answered at the site visit.** Please see Attachment B which is the On-Site Inspection Form. Vendors are to bring that with them to the site visit so they can be signed by the Melissa Milburn (or her replacement should she become unavailable for any reason that day) and then they are to be submitted with your response.

E.4. Questions

E.4.1. All questions regarding this solicitation must be submitted in writing and are to be emailed to no later than Monday, 7/06/2015 at 12:00 p.m. (noon) Central Time. Questions are to be emailed to Jacob.Charries@omes.ok.gov. Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers. Please be sure and reference the RFP number in your email with questions.

E.5. Submissions/Copies

E.5.1. Vendors are to submit two (2) complete copies of their response on CD which includes the completed proposal, including the scanned images of the OMES signed forms. CD must be an unprotected document. Original hard copies are not required.

F. CHECKLIST

None

G. OTHER

None

H. PRICE AND COST

H.1. Pricing

H.1.1. Due to invoicing and payment requirements a price will need to be provided for each individual move so they can be billed to different funding sources

H.1.2. Because the packing situation is currently not known for all locations the vendor is to provide two different quotations for each move:

H.1.2.1. Quote #1 will be for the cost of the move without packing services (those will be completed by the agency prior to move)

H.1.2.2. Quote #2 will be for the cost of the move with vendor providing packing services. Boxes would be provided by the agency prior to move

H.1.3. Pricing shall be a lump sum/all inclusive price for normal business hours. Vendor is to provide what their normal business hours are on their response. No additional expenses will be reimbursed under this contract.

H.1.4. Pricing is to be submitted on a Mover's quotation form or on Mover's letterhead. No additional terms and conditions will be binding on the State.

H.1.5. Vendor is to provide on a separate quotation form or letterhead overtime pricing past vendor's normal business hours and weekend hours. It is not expected that overtime or weekends will be used but the agency would like to have pricing listed in the case there is an instance or day they need to utilize overtime. Overtime pricing is to be priced per hour.

2015 OMES Agency Move

Tentative Move Date	Division/ Group	"From" Address	"To" Address	# of People	# of boxes	Vendor Supply Labels?	Vendor Box Up?	Moving Furniture?	Moving File Cabinets? (need #)	Vendor Walk Thru Required	Is there a Dock?
7/15/2015	DCAM-part of staff move	WRB, 1st floor	WRB, 2nd floor	part of 61	part of 610	Yes	Possibly	yes	20	Yes	Yes at both
prior to Oct-1	ISD-EBS	Colcord	Frates	5	approx 50	Yes	Possibly	yes	10	Yes	No at both
prior to Oct-1	ISD-EBS	Colcord	WRB, 1st floor	5	approx 50	Yes	Possibly	yes	10	Yes	Colcord -No, WRB-Yes
prior to Oct-1	ISD-EBS	Colcord	Data Center	17	approx 17	Yes	Possibly	yes	10	Yes	Colcord -No, Data Center -Yes, (need security clearance)
10/1/2015	CP (non-IT group)	WRB, 1st floor	Frates	33	approx 330	Yes	Possibly	yes	25	Yes	WRB-Yes Frates-No
11/1/2015	HCM-part of staff move	Jim Thorpe	WRB, 1st floor	part of 68	part of 680	Yes	Possibly	yes	30	Yes	Yes at both
12/1/2015	DCAM-remainder of staff move	WRB, 1st floor	WRB, 2nd floor	remainder of 61	remainder of 610	Yes	Possibly	yes	10	Yes	Yes at both
1/1/2015	HCM-remainder of staff move	Jim Thorpe	WRB, 1st floor	remainder of 68	remainder of 680	Yes	Possibly	yes	15	Yes	Yes at both

WRB = Will Rogers Building, 2401 N. Lincoln Blvd., OKC
Jim Thorpe = Jim Thorpe Building, 2101 N. Lincoln Blvd., OKC
Colcord = Colcord Building, 421 NW 13th St., OKC
Data Center = ISD Data Center 3115 N. Lincoln Blvd., OKC
Frates = 5005 N. Lincoln Blvd., OKC

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

Confirmation of On-Site Inspection

This form is mandatory and must be enclosed with your solicitation.

Solicitation #:

I, ________________________________,representative for the company of: ________________________________
personally visited the Facility/facilities related to this solicitation and understand the facility related requirements associated with this solicitation.

MELISSA MILBURN	Director of Real Estate and Leasing Services
Facility Contact Person Name (PRINT)	Title
Facility Contact Person Signature	Date
Vendor Representative Name (PRINT)	Title
Vendor Representative Signature	Date

Location Name: Will Rogers Building, Colcord Building, Frates Building, Data Center, Jim Thorp Building

Address: Multiple City: OKC OKC Zip:

Date: Thursday, 7/02/2015 Time: 9:00 AM

Agency Contact Person
(for directions and/or appointments only): Melissa Milburn Phone: 522-0367

Any questions as a result of the site visit must be submitted in writing via:

- email to Jacob.Charries@omes.ok.gov - PREFER QUESTIONS BY EMAIL
- or fax to 1 - 405 - 522 - 1077

No oral communication of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All modifications to the solicitation must be made in writing by the Office of Management and Enterprise Services, Central Purchasing Division.