



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

Solicitation

1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

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

Time: 3 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  
Will Rogers Building  
Central Purchasing Division  
2401 North Lincoln Blvd, STE 116  
Oklahoma City, OK 73105

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

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

7. **Requesting Agency:**

8. **Contracting Officer:**

Name:

Phone: (405)

Email:

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")  
OMES-FORM-CP-070 (08/2014)



**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 #: SW 050 – Moving Services

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 employee as 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

## **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](http://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.

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## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

**B.1.1.** The initial contract period shall be for a twelve (12) month period, commencing Date of Award. This contract will include the option to renew at the same unit prices, terms and conditions for a maximum of four (4) optional additional years, in increments of one (1) year.

**B.1.2.** Contract Renewal – Exercise of the renewal option is at the State's sole discretion and shall be conditioned, at a minimum, on the Supplier(s) performance of this Contract and subject to the availability of funds. The State, if it desires to exercise its renewal option, will provide written notice to the Supplier (s) no later than thirty (30) days prior to the Contract expiration date.

### **B.2. Extension of Contract.**

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

### **B.3. Contract Preference**

This contract will be mandatory to all State Agencies.

### **B.4. Type of Contract.**

This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

### **B.5. Proposal Conformity.**

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

### **B.6. Ordering.**

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

### **B.7. Cure Cause & Breach of Contract**

**B.7.1.** Upon written notification from requesting agency concerning the Contractor's failure to perform up to contract specifications, the Contractor shall have three (3) calendar days to cure said deficiency and document cure to requesting agency. Three such occurrences within the contract period shall be deemed breach of contract by the Contractor and cause for the State to cancel this contract on seven (7) days written notice to the Contractor. In the event of cancellation of this contract, the Contractor agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation has been made.

### **B.8. Work Overload Clause**

**B.8.1.** Should circumstances be such that the Contract is unable to keep up with the work demand in a timely manner, at no fault of the Contractor, then the State reserves the right to seek additional services of other contractors. Such action shall not nullify this contract.

### **B.9. Minimum Order Requirements**

Minimum order requirements will not be accepted.

### **B.10. Prompt Payment Discounts.**

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

### **B.11. Gratuities.**

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

### **B.12. Warranty.**

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

### **B.13. Authorized Users.**

Proposals shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities and other public bodies may avail themselves of the contract subject to the approval of the successful proposal(s). Each purchasing entity will place orders directly with the winning Respondent(s).

CHECK APPROPRIATE BLOCK

\_\_\_\_\_ Yes, proposal permits usage by other than State Agencies

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

**B.14. State Purchase Card**

**B.14.1. Vendors please note:** In order to be considered for award, successful vendor must accept the State of Oklahoma Purchase Card (P-CARD). Failure to accept the P-CARD may be cause for rejection of your proposal. The State currently is using Visa.

SIGNATURE OF P-CARD ACCEPTANCE: \_\_\_\_\_

DATE: \_\_\_\_\_

**B.15. Contract Management Fee**

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

Personal or Common Carrier Delivery:

OMES /Central Purchasing  
5005 N. Lincoln Blvd, Suite 200  
Oklahoma City, OK 73105  
Attention: Accounts Receivable

Note: the checks for administrative fees are to have the following information on the check stub:

Statewide Contract Number  
Quarter and Year Reporting

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

**B.16.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.

**B.16.2.** Reports shall be submitted quarterly regardless of quantity.

**B.16.3.** Usage Reports shall be sent electronically to: [Lisa.Bradley@omes.ok.gov](mailto:Lisa.Bradley@omes.ok.gov) , within 30 calendar days upon completion of performance quarter period cited in paragraph "B.16.4" of this contract provision.

**B.16.4.** Contract quarterly reporting periods shall be:  
January 1 through March 31  
April 1 through June 30  
July 1 through September 30  
October 1 through December 31

**B.16.5.** Failure to provide usage reports shall result in cancellation or suspension of contract.

**B.16.6.** Reference Attachment C for required reporting format and template.

**B.17. Conflict of Interest.**

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

**B.18. Patents and Royalties.**

The supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the supplier uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the proposal 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.19. Civil Rights Act of 1964**

**B.19.1.** In accordance with title VI of the Civil Rights Act of 1964, 78 Stat., 252, 42 U.S.C. 2000d to 2000d-4 and CFR 49, Part 21, Subtitle A, Nondiscrimination in Federally-assisted programs issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that any contract entered into pursuant to this advertisement, that no person shall on the grounds of race, color, or national origin be discriminated against. Pursuant to this advertisement, disadvantaged business enterprises shall be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against in consideration for an award.

**B.20. Negotiations**

**B.20.1.** The supplier is advised that under the provisions of this Request for Proposal, the Central Purchasing Division reserves the right to conduct negotiations of the proposals received or to award a contract without negotiations. The State may negotiate if deemed necessary, and will determine the scope and subject of any negotiations. However, the Supplier should not expect that the State will negotiate to give the Supplier an opportunity to strengthen its proposal. Therefore, the Supplier must submit its best offer based on the terms and condition set forth in this solicitation. If such negotiations are conducted, the following conditions shall apply.

**B.20.2.** Negotiations may be conducted in person, in writing, or by telephone.

**B.20.3.** Negotiations will only be conducted with potentially acceptable proposals. The Central Purchasing Division reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase. All suppliers involved in the negotiation process will be invited to submit a best and final offer.

**B.20.4.** Terms, conditions, prices, methodology, or other features of the supplier's proposal may be subject to negotiation and subsequent revision. As part of the negotiations, the supplier 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 proposal

**B.20.5.** The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the Central Purchasing Division determines that a change in such requirements is in the best interest of the State of Oklahoma.

**B.21. Limited Contact**

**B.21.1. Pursuant to 580:15-4 (d)** The State Purchasing Director may limit contact regarding a solicitation between suppliers and agency personnel during the solicitation process. The limitation of contact may be described in the solicitation. All communication between suppliers and agency personnel regarding a solicitation shall be documented and filed in the acquisition file.

**B.21.2.** All questions and communications shall to be directed to the contracting officer.

**B.22. Indemnification and Hold Harmless Clause**

**B.22.1.** The Contractor shall indemnify and save harmless the State, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against the State, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any part or parties by or from acts of said Contractor or its servants, agents, and subcontractors, in doing the work and rendered the services contracted for, or by or consequence of any negligence in operation, or any improper material or equipment used, or by or on account of any fact or omission of said Contractor or his or its servants, agents, and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court cost and all other expenses incurred in the investigation and defense of any claim or suit.

**B.23. Disclosures Regarding Lobbyists**

**B.23.1.** A vendor may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.

**B.23.2.** Any bidder using the services of a lobbyist to assist in obtaining a contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State.

**B.23.3.** The name and address of each lobbyist or agent of the bidder, contractor, subcontractor who communicated with a State employee about a bid or potential bid must be disclosed with proposal response.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Introduction**

- C.1.1.** The State of Oklahoma is establishing a new State wide initiative which will provide moving services for all State agencies and approved authorized users. This contract will be for entire State coverage, or each supplier may bid only a region of the State which they are comfortable in servicing. There is also a provision for interstate moving services.
- C.1.2.** This is a new initiative. Exact historical data as to the number of moves, average size, anticipated mileage, is not available.
- C.1.3.** The moving services established from this contract will consist of both commercial office relocations and employee household/residential relocations.
- C.1.4.** Oklahoma Statute Title 74. Chapter 17 – Travel and Moving Expenses – Section 500.51 – 500.55 provides the specifics of employee relocation allowances.

### **C.2. Definitions**

- C.2.1.** “Carrier” means any common carrier registered and approved by the Oklahoma Corporation Commission.
- C.2.2.** “Employee” means any state officer of employee with the exception of elected officials.
- C.2.3.** “Permanent transfer” means a transfer in excess of twenty –one (21) weeks
- C.2.4.** “Household goods” means personal effects excluding automobiles, boats, trailers, other than a manufactured home which is the principal residence of the employee, animals or any other possession not normally considered as household goods.

### **C.3. Mandatory Submittals**

- C.3.1.** Attachment A – Pricing Submittal
- C.3.2.** Attachment B - Business Technical Response
- C.3.3.** USDOT Number
- C.3.4.** Motor Carrier Number
- C.3.5.** Workers’ Compensation
- C.3.6.** Verification of insurance coverage as mentioned in Section C.17.
- C.3.7.** Household Goods Intrastate Authority and 48 State Authorities.
- C.3.8.** Verification of good standing and meets all requirements of the Oklahoma Corporation Commission.

### **C.4. Geographical Locations**

- C.4.1.** The State expects Supplier to provide coverage in as many parts of the State of Oklahoma as possible and also across State lines as needed.
- C.4.2.** The State reserves the right to open solicitation at any time to add specific locations where coverage is not adequate.
- C.4.3.** The State has been divided into four regions, divided by I-35 and I-40, and 2 metropolitan areas.
  - C.4.3.1.** Southwest Oklahoma (defined as areas south of I-40 and west of I-35)
  - C.4.3.2.** Southeast Oklahoma (defined as areas south of I-40 and east of I-35)
  - C.4.3.3.** Northwest Oklahoma (defined as areas north of I-40 and west of I-35)
  - C.4.3.4.** Northeast Oklahoma (defined as areas north of I-40 and east of I-35)
  - C.4.3.5.** Oklahoma City metropolitan area
  - C.4.3.6.** Tulsa metropolitan area
- C.4.4.** Respondent is required to indicate which area(s) they will be covering.
- C.4.5.** If Supplier intends different pricing for each area, it is the Supplier’s responsibility to clearly mark a separate pricing attachment with each area pricing.

**C.5. Household Moves:**

- C.5.1.** Mover is to pack, load, and unload household goods as specified per individual release (order) from this contract.
- C.5.2.** Mover is to service appliances at the point of origin and destination of move.
- C.5.3.** Per Title 74 O.S. §500.53, the actual line-haul cost of moving shall not include over ten thousand (10,000) pounds of employee's household goods.
- C.5.4.** Movement of one manufactured home and its contents, regardless of the number of pieces into which it disassembles for transport, provided it is the principal residence of the employee; provided further, that said movement shall not exceed the equivalent cost of moving ten thousand (10,000) pounds of household goods the equivalent distance.
- C.5.5.** The insuring of the employee's household goods and/or manufactured home, in the amount of One Dollar (\$1.00) per pound, not to exceed Ten Thousand Dollars (\$10,000.00).
- C.5.6.** Any additional moving expenses incurred as a result of said transfer shall be assumed by the employee upon approval.

**C.6. Commercial/Office Moves:**

- C.6.1.** Supplier shall furnish all labor, equipment, vehicles and other items necessary to accomplish the move. All personnel are required to be employees of the Supplier. No subcontracting is permitted under this contract without written permission from the State.
- C.6.2.** Supplier shall be responsible for freestanding furniture, boxed personal belongings, electronic equipment (including copiers), artwork, equipment, and all other items when they are identified in the single statement of work.
- C.6.3.** All computer equipment shall be transported in a manner that provides protection from damage, moisture, dust, and shock related movement.
- C.6.4.** Supplier shall make the following preparations for the move of personal computers, computer monitors, printers, plotters, scanners, fax machines, copiers and any other miscellaneous peripheral devices:
  - C.6.4.1.** The State will disconnect all cords, wires, etc., from device and wall outlets and leave them adjacent to the computer. Supplier shall pack all cords, wires, mouse, etc., in the same box with the same central processing unit (CPU). Label box with location number.
  - C.6.4.2.** Each monitor shall be packed in a separate box protected from damage. The CPU, all associated cables, accessories, keyboard, etc., may be packed in the same box. Label box(s) with location number. Supplier shall use their professional judgment in providing appropriate boxes/packaging.
  - C.6.4.3.** At new location, Supplier is to unpack the monitor, CPU and all associated accessories. These items shall be placed on any work surface in the designated office, conference room, etc. The cables, wires, mouse, keyboard, etc., should be placed on top of or immediately adjacent to the CPU.
  - C.6.4.4.** All boxes and packing material are to be removed from the site by Supplier immediately after the items are unpacked. Supplier is not responsible for reconnecting cables, cords, etc.
  - C.6.4.5.** The State reserves the right that some equipment may be prepared for shipment under separate contract but is to be moved by the Supplier.

**C.7. Move Coordination Services**

- C.7.1.** Supplier shall be required, upon request, to provide a move plan and move coordination services. These services shall include a detailed move plan and all activities necessary for the relocation of furnishings, equipment, etc., from one location to another.
- C.7.2.** All planning and stages of coordination should be geared to meet a specific move date.
- C.7.3.** The coordinator shall determine the amount of effort required, plan the sequencing of the move, arrange for meetings, schedule delivery of packing boxes if required, ensure those being moved understand their tasks and schedule deadlines, be on-site as a troubleshooter on the day(s) of the move, etc.
- C.7.4.** A separate charge for this service shall be indicated on the pricing submittal. The rate specified shall include all direct and indirect overhead costs such as transportation, general and administrative costs, etc.

**C.8. Move Consultation Meetings**

- C.8.1.** Occasionally during the move process Supplier may be required to attend meetings with department(s) to answer questions. The State will make every effort to keep these meetings infrequent and less than an hour in duration. If the State elects to contract for move coordination services, consultation meetings will be covered under that Scope of Work. The meetings are considered part of overhead costs and are not separately billable under this contract.

**C.9. Coordination with Move Coordinator (MC)**

Supplier shall work closely with the State's MC prior to and during any office move to coordinate all issues at no cost to the State. The MC is a State employee from the department(s) moving, and will serve as the point of contact for coordinating the move with the Supplier.

**C.10. Hours of Service**

- C.10.1.** Hours on the job will be computed from the arrival at the original site to the departure from the "move to" location. After Suppliers move team is assembled from the original site, supplier supervisor shall meet with the State MC or other person in authority. This meeting is to verify the starting time, number and grade of workers present and resolve any last minute issues. This meeting is mandatory and the supervisor shall be required to sign a tall sheet or verification form supplied by the State before starting.
- C.10.2.** Supplier's field supervisor shall obtain the State representatives written approval of time worked and the number of workers used at the end of each day. This approval is mandatory and shall be obtained and agreed to by both parties prior to the commencement of any move.
- C.10.3.** Most moves will take place during normal business hours, Monday – Friday, 7:30 AM – 5:30 PM.

**C.11. Building Walk-Through and Protection**

- C.11.1.** Supplier shall, upon request from State, conduct coordinate, and document a pre-move walk through with the State MC to verify pre-existing conditions in and damages to the building at no additional cost to the State.
- C.11.2.** Supplier shall protect all surfaces (walls, floors, elevators, etc.) from damage by providing adequate building protection as approved by the State at no additional cost. Supplier shall notify the State in writing of any pre-existing damage to furnishings, equipment, surfaces, etc., prior to the move and receive verification from MC or designee. Once move is completed Supplier and MC shall inspect for any damage caused by the move. Any damage caused by Supplier shall be repaired or replaced at Suppliers expense and within a reasonable period of time.
- C.11.3.** Supplier shall assist the State in developing packing, tagging, and numbering procedures at no additional cost to the State.

**C.12. Supervision**

Supplier shall provide field supervision during all moves. Upon request, Supplier shall provide evidence that supervisor is adequately trained. Due to critical nature and timeliness of each move, supervisor shall be conversant in English and have excellent communication skills. If contract performance problems arise, a supervisor must be available to meet on site as often as needed to resolve the problem.

**C.13. Cleaning Up**

Supplier shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials and shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Contract Administrator.

**C.14. Response Time**

- C.14.1.** Supplier shall perform any move no later than five (5) days after notification from the State to proceed with the move.
- C.14.2.** Supplier shall provide a contact person and telephone number for normal working hours. Supplier using a voice mail system or answering service shall initiate a call back to the sender within thirty (30) minutes of original call.
- C.14.3.** The State has the option of declaring any needed work to be an emergency. For emergency point-of-contact, the Supplier shall provide a contact person and a telephone number available 24 hours a day, 7 days a week, or have a voice mail paging system service or an answering service.

**C.15. Estimates**

Not to exceed estimates for each move shall be returned no later than three (3) working days after site visit, unless the Supplier and the State agree to a different time. Estimates shall be furnished at no additional cost to the State. Estimates shall include but are not limited to the following:

- C.15.1.** Name of department or agency to be moved.
- C.15.2.** Indicate whether the move is during normal working hours or outside normal working hours (including nights, weekends or holidays).
- C.15.3.** Estimated number of labor hours itemized by category of work and number of workers needed within each category.
- C.15.4.** Hourly rate for each category from the pricing submittal.
- C.15.5.** Estimated material cost itemized by type from the pricing submittal

**C.15.6.** Cost of special equipment (i.e., forklift, roll-off truck) if required for the move. All costs associated with the special equipment (i.e., insurance, salaries, overhead, profit, truck rates, etc.) shall be included in its hourly rate.

**C.15.7.** All costs associated with the move (i.e., insurance, salaries, overhead, profit, truck rates, etc.) shall be included in the hourly rates of the pricing submittal.

**C.16. Settlement of Damage Claims**

**C.16.1.** All claims by the State for damaged or lost equipment and furniture must be satisfied within thirty (30) calendar days after the date of the completed move at one hundred percent (100%) of repair or replacement costs.

**C.16.2.** The State may hold payment for the individual moving service in abeyance until all such claims are resolved against the move.

**C.17. Insurance Requirements**

The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.

1.	Workers' Compensation: Coverage A:	Statutory
2.	General Liability: Per Occurrence: Personal/Advertising Injury: General Aggregate: Products/Completed Operations: Fire Damage Legal Liability:	\$1,000,000 \$1,000,000 \$2,000,000 \$2,000,000 aggregate \$ 100,000
3.	Automobile Liability: Combined Single Limit:	\$1,000,000

**D. EVALUATION**

This award will be made to the most responsible carrier(s) submitting the lowest bid(s) pursuant to 74 O.S. § 500-54.

**E. INSTRUCTIONS TO BIDDER**

**E.1.** All questions must be submitted in writing to the Contracting Officer listed on the first page by close of business August 28, 2015. Answers to all questions received by this deadline will be answered in a solicitation amendment, and will be posted on line next to the solicitation. Please email to: [Lisa.Bradley@omes.ok.gov](mailto:Lisa.Bradley@omes.ok.gov). Any questions received after this deadline will not be included.

**E.2.** Proposal closing date is September 14, 2015 3:00 PM.

**F. CHECKLIST**

- F.1.** Certificate of workers' compensation and liability insurance. See Section C.16.
- F.2.** Certificate of non-collusion
- F.3.** Responding bidder information
- F.4.** Attachment A - Price Submittal
- F.5.** Attachment B – Business Technical Response
- F.6.** Proof of common carrier registration with the Oklahoma Corporation Commission
- F.7.** USDOT Number
- F.8.** Household goods intrastate authority and 48 State authorities
- F.9.** Motor Carrier Number

**G. OTHER**

**G.1. Attachments:**

- G.1.1.** Attachment A – Price Submittal
- G.1.2.** Attachment B – Business Technical Response

**G.1.3.** Attachment C – Usage Reporting Template

**H. PRICE AND COST**

Attachment A - Price Submittal includes two areas for pricing submittals. Each respondent must complete both hourly and per weight options. This Attachment includes one tab for each area. Each tab is clearly marked.

**H.1. Hourly wage**

**H.1.1.** Supplier shall provide a fixed hourly rate per hour for all grades of service.

**H.2. Rate per Weight**

**H.2.1.** On moves over 50 miles, the State may choose the option of pricing submitted by weight.

**H.2.2.** The weight variance will be based on a flat rate per 1000 pound increments.

## ATTACHMENT B – BUSINESS TECHNICAL RESPONSE

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Please provide the following information regarding your company's profile on company letterhead. Please ensure answers are provided in the correct order.

### GENERAL QUESTIONS AND STABILITY

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1. Name, Title, Phone, and Email of Primary Contact
2. Number of years in business?
3. Current number of full time employees?
4. Main Line of Business?
5. Name of Parent Company, if any?
6. Name of Subsidiaries, if any?
7. Is your firm's primary line of business moving services?
8. Are there other related lines of business that your firm participates in? If so, please list and describe.
9. Are major changes (acquisitions, re-structuring, alliances, joint ventures) taking place in your organization?
10. Has your company been part of any legal proceedings (actual suits by or against your company) either currently or in the past? If so, please briefly describe them.
11. Please indicate as to whether your firm has been or is the subject of a bankruptcy or insolvency proceeding or subject assignment for benefit of creditors.
12. Who are your five largest customers? Please state the % of revenue derived from your top 5 customers.

### SERVICE AND QUALITY

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1. Identify features and capabilities that differentiate your firm from its competitors.
2. What type of moving services does your company specialize in?
3. Explain the geographical locations you will be covering in this solicitation. (Section C.4)
4. How much visibility will the State of Oklahoma account have at your company?
5. Do you use temporary or day labor general labor? Frequency?