



1. Solicitation #:SW106

2. Solicitation Issue Date:10/06/2015

3. Brief Description of Requirement:

SW106 is a new solicitation for dump bodies, truck mounted lifts, lift hook, service utility bodies, platform and crane bodies. Please bid only items that will be mounted onto a truck, not stand alone man lifts or forklifts or complete all in one trucks with products already mounted on them. This is a statewide contract. Orders will be on an as-needed basis. There is no definite number of anything to be purchased, the contract will be set up and available to all government entities as the need arises to buy a product on the contract. Please read the all of documents thoroughly. The spreadsheet is to be filled in electronically. Do Not Print the spreadsheet and attempt to fill it in by hand, it will not be accepted. This contract was previously known as SW106-A Dump Beds and SW106-B Utility Beds. Whereas in the past it has been awarded to just one vendor per contract, is being combined and expanded to include a larger variety of equipment. All questions about the forms or the items being requested must be submitted through email to [Joyce.Leivas@omes.ok.gov](mailto:Joyce.Leivas@omes.ok.gov) Any Amendments will be posted to the website if the questions cause the solicitation requirements to change. All questions must be sent by email by Monday, October 12 at 5:00 p.m.

4. Response Due Date<sup>1</sup>:10/27/2015

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

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

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

6. Solicitation Type (check one below):

Invitation to Bid

XXX Request for Proposal

Request for Quote

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

8. Contracting Officer:

Name: Joyce Leivas

Phone: (405) 521-2479

Email: [Joyce.Leivas@omes.ok.gov](mailto:Joyce.Leivas@omes.ok.gov)

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")  
OMES-FORM-CP-070 (02/2013)



*"Certification for Competitive Bid and Contract" MUST be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** SW106

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<sup>2</sup>:**

- 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](http://www.sos.ok.gov) or 405-521-3911). Please provide your Certificate of Good Standing if available.

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>3</sup>

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Printed Name Title

<sup>2</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>  
<sup>3</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>  
OMES-FORM-CP-076 (02/2013) SOLICITATION PACKAGE PAGE 2



**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 #: SW106

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

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## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed "Responding Bidder Information", DCS-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2.** Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Pencil bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

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

### **A.4. Bid Change**

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

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

By submitting a response to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

- A.5.1.2.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
- A.5.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

**A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

## **A.6. Bid Opening**

Sealed bids shall be opened by the Central Purchasing Division at the Department of Central Services, Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

## **A.7. Bids Subject to Public Disclosure**

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

## **A.8. Late Bids**

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

## **A.9. Legal Contract**

- A.9.1.** Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

## **A.10. Pricing**

- A.10.1.** Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2.** Bidders guarantee unit prices to be correct.
- A.10.3.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

## **A.11. Manufacturers' Name and Approved Equivalents**

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

## **A.12. Clarification of Solicitation**

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

### **A.13. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

### **A.14. Award of Contract**

- A.14.1.** The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the DCS website at the following link:  
<https://www.ok.gov/dcs/vendors/index.php>.

### **A.15. Contract Modification**

- A.15.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

### **A.16. Delivery, Inspection and Acceptance**

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

### **A.17. Invoicing and Payment**

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

### **A.18. Tax Exemption**

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

### **A.19. Audit and Records Clause**

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven 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 three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

## **A.20. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

## **A.21. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

## **A.22. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

## **A.23. Termination for Cause**

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

## **A.24. Termination for Convenience**

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

## **A.25. Insurance**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

## **A.26. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

## **A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

## **A.28. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

## **A.29. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

## **B. SPECIAL PROVISIONS**

### **B.1. Type of Contract**

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

### **B.2. Contract Period**

This Contract is for Date of Award through one year with the option to renew for up to three (3) additional one year periods.

### **B.3. Extension of Contract**

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

### **B.4. Authorized Users**

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

### **B.5. Gratuities**

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

### **B.6. Travel**

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

### **B.7. Energy Conservation**

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

### **B.8. Conflict of Interest**

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

### **B.9. 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 or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

### **B.10. Property loss**

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

### **B.11. Contract Management Fee**

- B.11.1.** As provided by State Statute 85.33A, the Department of Central Services will assess a Contract Management Fee of 1% of total contract sales to all government entities. Awarded Supplier(s)

shall remit payment of the fee on a quarterly basis in conjunction with the quarterly sales report. The fee amount is not to be invoiced to any contract users, either as an item on a sales invoice or by any other means. Delinquency in payment may be considered cause for contract termination.

- B.11.2.** Supplier shall make payment by company check to DCS-Central Purchasing Division within 30 days of the completion of the quarterly reporting period. To ensure the payment is credited properly, the Supplier must identify the check as "Contract Management Fee" and include the following information with payment: SW192 Construction Equipment. The Contract Management Fee shall be mailed to:

Office of Management and Enterprise Services  
Central Accounting and Reporting  
5005 N. Lincoln Boulevard, Suite 200  
Oklahoma City, OK 73105

## **B.12. Contract Usage Reporting Requirements**

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

**Usage reports shall be sent electronically, by email to [Joyce.Leivas@omes.ok.gov](mailto:Joyce.Leivas@omes.ok.gov) within 30 days of completion of each quarterly reporting period.**

- B.12.3.1.** 1<sup>st</sup> Quarter: January 1 through March 31
- B.12.3.2.** 2<sup>nd</sup> Quarter: April 1 through June 30
- B.12.3.3.** 3<sup>rd</sup> Quarter: July 1 through September 30
- B.12.3.4.** 4<sup>th</sup> Quarter: October 1 through December 31

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Scope**

- C.1.1.** This contract has been previously awarded to one brand, one vendor each, one for dump bodies and one for service bodies. The Department of Transportation provided specifications for the equipment they required based on past purchases. With the expansion of the contract and the desire of the customer base to have more types of equipment available on the contract, the specifications shown on the pricing pages are for comparison purposes only, to familiarize the vendors with what has been purchased in the past.
- C.1.2.** The State of Oklahoma Department of Central Services, Central Purchasing Division is charged with developing statewide contracts for all government entities to use that have been competitively solicited for the best possible pricing or percentage discount off pricing based on high volume purchasing. This contract's main customer base will be Oklahoma State Agencies, such as the Department of Transportation, and counties and cities and municipalities.
- C.1.3.** The purpose of this competitive solicitation is to develop a "catalog discount" (or actual pricing submitted) contract to provide for equipment to be made available for purchase on a statewide basis. Manufacturers as well as Dealers are encouraged to bid directly on the contract, as this will be a multiple award contract for both equipment and warranty work with replacement parts.
- C.1.4.** We have determined that the best pricing structure for this type of contract is a simple "percentage off" of the current dated manufacturer's government or commercial catalog or price list with a copy of the catalog pricing page or price list to be made available to the purchaser for their accounting divisions at the time of order but vendors are welcome to submit actual pricing as well.

**C.2. Authorized Representative**

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

**C.3. Licensing**

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

**C.4. Changes in business structure**

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

**C.5. Website**

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

**WEBSITE:** \_\_\_\_\_

**LOG-IN REQUIRED?**  **YES**  **NO**

**C.6. Warranty-Equipment/Options/Accessories/Attachments**

- C.6.1.** The Successful Supplier agrees the products furnished under this contract shall be covered by all commercial warranties the contractor provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.
- C.6.2.** The Supplier warrants that at the time of delivery, all equipment and purchased under this contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this contract.
- C.6.3.** All warranty work performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the agency contact person prior to installation.
- C.6.4.** Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The supplier shall be required to make repairs or corrections at no additional cost to the agency.
- C.6.5.** Supplier shall furnish a copy of their warranty applicable for the equipment.
- C.6.6.** All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
- C.6.7.** Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the government entity requesting the service. The following information shall be provided in order to determine ownership of the equipment:

- C.6.7.1.** Name of government entity and division, if applicable.
- C.6.7.2.** Make, Model, and VIN of equipment
- C.6.7.3.** Control number of government entity (Inventory number)
- C.6.7.4.** Repairs made that are covered by a warranty shall not be paid for by the government entity.
- C.6.7.5.** The Supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.
- C.6.7.6.** All persons utilized in the performance of this contract shall be employees of the supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.

**C.6.8.** Equipment that will remain in the supplier's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The supplier shall be responsible for the proper care and custody of any state owned equipment in the supplier's possession.

**C.7. Insurance**

**C.7.1.** Prior to the commencement of this contract, the supplier shall obtain and keep in full force and effect until the termination of this contract, insurance coverage with an insurance company licensed and qualified under the laws of Oklahoma.

**C.7.2.** The supplier shall maintain insurance coverage in an amount not less than \$500,000 at all times during the entire term of this contract. The following types of risks shall be covered in the supplier's policy:

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

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

Commercial Automobile Insurance, hired and non-owned.

Garage keepers Liability Insurance.

Commercial Property Coverage.

**C.8. Quality of Parts**

**C.8.1.** Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the agency contact person.

**C.8.2.** After Market Repair parts must be equal to, or exceed original equipment manufacturer's specifications.

**C.8.3.** Repair parts must be packaged and distributed under their respective nationally known name brands.

**C.8.4.** All rebuilt or remanufactured parts must meet the same requirements as listed above.

**C.8.5.** Some repair parts may be required to be original equipment manufactured repair parts. Suppliers must carry a complete line of OEM parts for all models of equipment they carry.

**C.8.6.** Preservation, packaging, and packing and marking will be in accordance with best standard industry practice to provide adequate protection against shipping damage.

**C.9. Warranty-Parts**

**C.9.1.** Suppliers are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to government Entities.

**C.9.2.** Supplier shall correct ordering errors without further cost to the ordering entity.

**C.9.3.** A copy of the Warranty shall be included for replacement parts purchased.

**C.10. Repair Facilities**

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

## **C.11. Ordering**

- C.11.1.** No minimum orders will be considered under this contract.
- C.11.2.** Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the manufacturer/dealer for the basic equipment purchased, prior to any Options/Accessories/Attachments that enhance the equipment to where it becomes specialized or customized to the customer's requirements.
- C.11.3.** The ordering party will determine how and when the truck to be outfitted is to arrive at the vendor's location.
- C.11.4.** While the truck to be outfitted is on the vendor's property, the vendor will be fully responsible for the truck and will ensure that it shall be stored in a safe and secure location for protection from theft and environmental dangers. The supplier shall be responsible for the proper care and custody of any state owned equipment in the supplier's possession.
- C.11.5.** Suppliers shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.
- C.11.6.** Any trade-in allowances determined by the dealer shall be deducted from the established current price after the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance.  
  
Example: List price is \$17,199, and the discount is 23% and the trade-in is \$6,000.  $\$17,199 - 23\% = \$13,243.23$ .  $\$13,243 - \$6000 = \$7,243.23$ , final price.
- C.11.7.** The Customer is responsible for being familiar with all of the contract terms and conditions.
- C.11.8.** Safety Data Sheets
- C.11.9.** Supplier shall furnish any required Safety Data Sheets or a composite concentration list prior to contract award, with the product invoice, **or** at the request of Central Purchasing.
- C.11.10.** Catalogs and Price Sheets
- C.11.11.** Suppliers shall provide catalogs and current price lists at no charge upon customer or Contracting Officer's request.
- C.11.12.** Equipment Operation and Repair Manuals
- C.11.13.** All equipment shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list. If other manuals are required by the customer, they shall be offered at the discount offered in the Price Sheets.

## **C.12. Invoices**

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

- C.12.1.** Purchase order number.
- C.12.2.** Make, model, and VIN number of equipment.
- C.12.3.** Name of government entity.
- C.12.4.** Description of equipment purchased or warranty services performed and/or parts, material and supplies provided.
- C.12.5.** The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals used to customize the equipment, and the final price for each item delivered.
- C.12.6.** The copy of the current, dated manufacturer's Price List showing the price of the equipment if requested by the ordering party for their accounting purposes.
- C.12.7.** Name of company who provided the products/services.
- C.12.8.** Payment remittance address.
- C.12.9.** Payment made by government agencies will be made by the procurement card that is issued by the State or Purchase Orders. Other entities may use Purchase Orders or Procurement cards.

**C.12.10.** Each Dealer/manufacturer who is awarded a contract as a result of this Solicitation shall be the only office authorized to receive orders, invoice and receive payment. If the Manufacturer or Dealer wishes to ship or provide a service from a point other than the address listed on the solicitation documents, they will furnish a list of these locations as part of their response and be responsible for the equipment and chassis when being transported between locations for additional installations performed.

**C.13. Payment**

**C.13.1.** Payment method by State Agencies will be the effective state wide fleet fuel and maintenance card, the State purchase card, or Purchase Orders.

**C.13.2.** Payment method by other government entities (Cities, Counties, Municipalities, Schools, and other State governments will be as in C.11.1 above or other purchasing methods, such as is allowed by their purchasing guidelines, regulations or statutory mandates.

**C.14. Prompt Payment Discounts**

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

**C.15. Late Payment to Suppliers**

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

**C.16. Delivery**

**C.16.1.** Delivery of equipment is to be made within 120 calendar days after receipt of order unless other arrangements are made between the ordering party and the Supplier. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.

**C.16.2.** All equipment is to be delivered new, unused, assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the customer. Liability for product delivery remains with the Supplier until delivered and accepted.

**C.16.3** Delivery shall be made in accordance with instructions on purchase order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract; it is the Supplier's obligation to seek clarification from the ordering party and, if applicable, from the Contracting Officer listed as the contact person in Central Purchasing.

**C.16.3.** Delivery on parts is to be made within 30 days.

**C.16.4.** One Operating Manual, an illustrated parts manual or List, and the Warranty, shall be furnished for each new item purchased, as well as any proprietary tools necessary to perform routine service or adjustments, all at no additional cost.

**C.17. Training**

**C.17.1.** Vendor is to provide their training opportunities for the equipment they are bidding with their response to this solicitation

**C.18. Price Adjustments**

**C.18.1.** The manufacturer's price list date that you are being asked to provide is considered the "starting point" of the contract and is to be used as a measurement of price increases throughout the contract. (i.e. at the end of the contract year, the purchases will be compared to annotate any price changes that were made.) Since the various manufacturers update their pricing throughout the year and at different times during the year, there will be no pre-determined price adjustment time period for this contract however the discounts provided by the Supplier can be increased during the contract period at any time.

**C.18.2.** The contract price shall be the Manufacturers dated Price List (MPL) in effect at the time the order is placed less the discount percentage offered. Manufacturer Price lists will be that price list published by the manufacturer.

**C.18.3.** Vendor is to notify the contracting officer at least 30 days before a price adjustment will occur, or as soon as possible upon notification from the manufacturer.

**C.18.4.** Vendors are to include information concerning their return policy.

**C.18.5.** See C.11.6 concerning trade-in allowances.

**C.19. Allowable Charges**

**C.19.1.** Freight/Shipping/Set-up Fees.

**C.19.2.** Delivery of the finished product is to be FOB Destination (of ordering entity) freight collect.

**C.19.3.** Any Freight, shipping and handling costs and set-up fees paid by the ordering entity are to be annotated on the quote/invoice as a separate line item.

**C.19.4.** Quotes shall show The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals, and the final price for each item delivered

**C.19.5.** Allied and incidental items requested by customers to comply with their needs and with state or other government regulations. Allied equipment may only be sold in connection with the sale of a contract item. Items must be clearly labeled on the purchase order or quote as Allied.

**C.19.6.** Allied and incidental items are attachments, accessories, parts or bundles not manufactured by the contract vendor that are requested by the customer to complete the purchase of equipment awarded on contract.

**C.19.7.** Unpublished or non-contract options required to complete a product ordered.

**C.19.8. New Products**

**C.19.8.1.** New Products may be added to the contract as they are introduced by a manufacturer however the discount cannot be lowered throughout the contract period.

**C.19.8.2.** Dealers who become authorized dealers for other products during the contract period may add those products to their lists of equipment offered.

**C.19.9. Discontinued Products**

**C.19.9.1.** Vendors are to notify the Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models.

**D. EVALUATION**

**D.1. Price**

**D.2. Value-added incentives (i.e. multiple unit discount)**

**D.3. Conformance to requested information**

**D.4. Negotiations**

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

**E. INSTRUCTIONS TO SUPPLIER**

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

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

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

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

Section "H" Price and Cost. There is a spreadsheet provided for pricing. You will not have to fill out pricing on every page of the spreadsheet unless you sell all the equipment we are requesting. You only have to return the attachments for the equipment you sell. You DO have to fill out and return all of the rest of the documents. Please submit your pricing on a cd or flash drive. Do not print the Excel spreadsheet and fill it in that way, please use Microsoft Office Excel to fill in the spreadsheet information. You will have to save it to a flash drive or a cd or dvd and submit it with your response. The rest of the response can be in paper form.

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

documents.

You can submit electronic brochures for the equipment you are offering. These will be requested throughout the contract period by the customers and/or the contracting officer in charge of maintaining the contract. As much information as possible will be placed on Central Purchasing's website along with your contract documents.

## **F. CHECKLIST**

Copy of Workman's Comp Insurance Policy

Training plan offered with sales

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

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

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

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

**Attachments to be submitted on a cd, dvd or a flash drive or other electronic media.**

## **G. OTHER**

None

## **H. PRICE AND COST (ALSO SEE C.1.1 OF THE SCOPE)**

**The State of Oklahoma is requesting pricing for dump bodies, lifts, lift hook, service utility bodies, and crane bodies. The pricing matrix is a percentage off the Manufacturer's list price. Vendors can submit actual pricing schedules for their equipment though, with the percentage discount already figured.**

**As stated in C.1.1 this contract has previously been awarded as one brand, several models, to one vendor per contract. Central Purchasing is tasked with providing statewide contracts to customers for equipment they normally purchase, saving them time and administrative costs. By collectively purchasing from statewide contracts, all government entities stand to benefit from the lower pricing achieved by volume purchasing.**

**Although a complete number of sales is not available, the State of Oklahoma has 77 counties, The Department of Transportation is the largest state agency user of the contract, and any city, municipality, school, university or college within the state will avail themselves of the contract. There is no minimum guarantee of how many of any product will be purchased within the next year.**

The State of Oklahoma has been a leader in the push for State use of CNG-powered vehicles. Sometimes the bodies will have to be specially outfitted for CNG tanks which will require a special build.

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

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

Discounts offered will remain the same or can be increased throughout the contract period. This can be accomplished by special incentives such as end of season sales. Multiple Unit discounts are encouraged.

Vendors are asked to price options when possible, especially those options/accessories/incidentals that are in addition to the standard options/accessories/incidentals that come with the base product but are not a customized, special requested size or configuration, i.e. toolboxes, bed liners, common items requested by customers to be added to the dump or service body, discounted as a value-added incentive given by the vendor.

Vendors please fill in the Excel spreadsheet on a computer and save it to a flash drive or cd or dvd and send it in with your response. If you want to expand on the information asked for, such as to provide pricing lists and/or options/accessories/incidentals lists and discounts or pricing, please do so.

**All installations must be performed within the State of Oklahoma.**

Some of these items have not been on the previous statewide contract for dump bodies and service trucks so please provide as much information as possible. **Any extra types of equipment you describe and price in your response may or may not be considered.**

The pricing sheet is in Microsoft Excel format. The specifications provided for the dump bodies and utility trucks were developed by the Department of Transportation and used as the basis of the previous contract awards. Those specifications are included for comparison purposes only and not to be used as the basis for award. They are provided as a guideline for vendor submission of their products. There are no specifications to compare for the Aluminum dump bodies, platform truck bed, crane body, or lift hook or bucket lift products as they have not been included in a statewide contract prior to this. Please submit your pricing spreadsheet on a cd or flash drive.

For comparison purposes The previous contract provided for 10, 14, and 15 foot dump beds. The brand was Godwin, Models 300U, 400T, 500T and the service bodies were for 8500 GVW truck chassis, single and dual wheels, 10,000 GVW and 15,000 GVW, the Brand was Stahl. The previous contract can be viewed at this location on our Central Purchasing Website:

<https://www.ok.gov/dcs/solicit/app/solicitationDetail.php?conID=224> and

<https://www.ok.gov/dcs/solicit/app/solicitationDetail.php?conID=223>