# **Solicitation**

1	Solicitation #:		2	Solicitation Issue Date:
٠.	Solicitation #.		۷.	Solicitation issue Date.
3.	Brief Description	of Requirement:		
4.	Response Due	• Date <sup>1</sup> :		Time: 3:00 PM CST/CDT
5.	Issued By and R	ETURN SEALED BID TO:		
	Personal or Comm	on Carrier Delivery:	U.S	S. Postal Delivery:
	Will Rogers Buildin 2401 N. Lincoln Bl	vd, Suite 116,	P.(	partment of Central Services, Central Purchasing D. Box 528803, lahoma City, Oklahoma 73152-8803
	Oklahoma City, Ok	C 73105		
6.	Solicitation Type	(check one below):		
		Invitation to Bid		
		Request for Proposal		
		Request for Quote		
7.	Requesting Agen	су:		
8.	Contracting Offic	er:		
	Name:			
	Phone	: (405)		
	Email:			

<sup>&</sup>lt;sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")



# **Responding Bidder Information**

"Certification for Competitive Bid and Contract" (see page 3) MUST be submitted along with the response to the Solicitation. 1. RE: Solicitation # 2. Bidder General Information: FEI / SSN: VEN ID: Company Name: 3. Bidder Contact Information: Address: State: Zip Code: Contact Name: Contact Title: Email: Website: 4. Oklahoma Sales Tax Permit<sup>1</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 or 405-521-3911). 6. Workers' Compensation Insurance Coverage: Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act. ☐ YES – include a certificate of insurance with the bid NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 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>2</sup> Authorized Signature Date Printed Name

<sup>&</sup>lt;sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <a href="http://www.tax.ok.gov/fag/fagbussales.html">http://www.tax.ok.gov/fag/fagbussales.html</a>

<sup>&</sup>lt;sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <a href="http://www.ok.gov/oid/Consumers/Workers">http://www.ok.gov/oid/Consumers/Workers</a> Compensation Information.html



# Certification for Competitive Bid and/or Contract (Non-Collusion Certification)

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Selicitation or Purchase Order #:  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 Oklahoman 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 employeed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services pr	
Supplier Legal Name:	
1. I am the duly authorized agent of the above named bid certifying the facts pertaining to the existence of collus employees, as well as facts pertaining to the giving or	ion among bidders and between bidders and state officials or offering of things of value to government personnel in return for
<ol><li>I am fully aware of the facts and circumstances surrou have been personally and directly involved in the proce</li></ol>	anding the making of the bid to which this statement is attached and eedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's of	direction or control has been a party:
	of freedom of competition by agreement to bid at a fixed price or to
direction or control has paid, given or donated or agreed to pa	ay, give or donate to any officer or employee of the State of
For the purpose of a contract for services, the supplier also cert development of this contract while employed by the State of Ok	
	upplier, by signing below acknowledges this certification statement
•	awarded to said supplier;
	itively bid and awarded by the agency pursuant to applicable
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. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- **A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

## A.3. Solicitation Amendments

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

### A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

- **A.5.1.2.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- **A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
- **A.5.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- **A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

## A.6. Bid Opening

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

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

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

#### A.8. Late Bids

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

### A.9. Legal Contract

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

## A.10. Pricing

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

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

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

#### A.12. Clarification of Solicitation

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

### A.13. Rejection of Bid

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

#### A.14. Award of Contract

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

#### A.15. Contract Modification

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

## A.16. Delivery, Inspection and Acceptance

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

#### A.17. Invoicing and Payment

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

#### A.18. Tax Exemption

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

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

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

### A.20. Non-Appropriation Clause

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

#### A.21. Choice of Law

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

#### A.22. Choice of Venue

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

#### A.23. Termination for Cause

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

### A.24. Termination for Convenience

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

#### A.25. Insurance

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

#### A.26. Employment Relationship

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

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

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

### A.28. Compliance with Applicable Laws

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

#### A.29. Special Provisions

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

## **B. SPECIAL PROVISIONS**

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

- **B.1.1.** This contract is for a twelve (12) month period, commending Date of Award through July 15, 2012. The contract may be renewed for up to five (5) one year option periods.
- **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 Contractor(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 Contractor(s) no later than thirty (30) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the State choose to renew this Contract.

#### **B.2.** Contract Preference

This contract will be mandatory to all State Agencies.

#### B.3. Type of Contract.

This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified. A total catalog discount is included.

#### B.4. 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.5. 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.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.** 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.8. Gratuities.

The right of the successful offeror to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful offeror, 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.9. Proposal Conformity.

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

### B.10. Warranty.

The Successful offeror agrees the products 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.11.** Contract Management Fee

As empowered by State Statue §85.33 A & B, the Department of Central Services 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 DCS, 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: Department of Central Services, Central Purchasing Will Rogers Building 2401 N. Lincoln Blvd, Suite 116 Oklahoma City, OK 73105 Attention: Lisa Bradley

U.S. Postal Delivery: Department of Central Services, Central Purchasing PO Box 528803 Oklahoma City, OK 73152-8803 Attention: Lisa Bradley

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

**B.12.1.** Contractor's Report of Sales: The vendor should submit reports quarterly. If quarterly, the report shall be received within 30 calendar days following the reporting period described herein.

The template in Excel format for the report will be provided after the contract is awarded. Specifically, the data fields to be reported for each item purchased are:

- Name of Agency / Institution / Municipality / Public Body making the purchase
- Purchase Order Number
- Purchasing card purchase? (Y/N)
- Order date
- Invoice number
- Invoice date
- Product Subcategory (per the categorization listed in the RFP)
- Product Tier (1, 2, or 3)
- Manufacturer Name
- Manufacturer SKU or Product Code
- Contractor Product Number
- Product Description
- Product Unit of Measure (UOM)
- Number of Items per UOM
- Quantity of UOM Ordered
- Unit Price
- Manufacturer's List Price
- Tier 2 Discount (if Tier 2 item)
- List Price (if Tier 3 item)
- Tier 3 Discount (if Tier 3 item)
- Extended Price
- **B.12.2.** 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.12.3.** Reports shall be submitted quarterly regardless of quantity.

- **B.12.4.** Usage Reports shall be sent electronically to: <u>Lisa Bradley@dcs.state.ok.us</u>, within 30 calendar days upon completion of performance quarter period cited in paragraph "d" of this contract provision.
- **B.12.5.** 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.12.6. Failure to provide usage reports shall result in cancellation or suspension of contract.

#### B.13. 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.14. 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.15. Technical Documentation (Brochures/Specifications).

- (a) All products proposed must meet or exceed all provisions and specifications of the RFP. Technical documentation (brochures/specifications) is required by this RFP. Its purpose is to demonstrate compliance of the product proposal with applicable technical requirements of the RFP and allow a proper evaluation of the product.
- (b) Failure to provide the required documentation with the proposal submittal shall render the offeror non responsive, unless the Central Purchasing Division, in its sole discretion and in the best interest of the State, determines the acceptability of the products offered through technical documentation available within the Division as of the date and time of proposal opening. Such authority of the Division shall in no way relieve the offeror from the ultimate responsibility to submit the required documentation, nor shall any offeror assume that such documentation is otherwise available to the Division. The State shall not be responsible for the accuracy of the technical documentation in its possession.
- (c) All technical documentation shall be marked with the proposers' name, address, solicitation number and complete item number.

## B.16. Brand Name.

Brand name, manufacturer number and offeror's part number must be completed

#### **B.17.** Authorized Representative

Proposers may offer any brand for which they are an authorized representative, which meets or exceeds the specifications.

#### B.18. B.20. Multiple Brands

If proposer is authorized to sell more than one brand, vendor is to prepare a clearly defined response to each brand, along with the applicable discount percentage.

## B.19. Required Delivery.

Delivery shall be made within 10 working days after receipt of order by the successful offeror, unless it is a special order item. If special order, then vendor shall provide an expected delivery date at time of order... Proposals that specify a later delivery lead time will be considered non responsive and rejected.

#### B.20. Product Acceptability.

- **B.20.1.** Proposals will be considered only on products, manufactured or produced for distribution for use in the United States.
- **B.20.2.** Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

## B.21. Product Availability.

Product proposed must be a current product model and available for general marketing purposes at the opening of this solicitation. Perceptive offeror must use best effort to assure product availability through duration of contract period.

#### **B.22.** Price Adjustments.

- B.22.1. Prices are to remain firm during the first 12 months of the contract. After that date, if there has been an industry-wide price increase vendors may request an increase in prices. Price increases may be requested only once each year. Pricing changes must be submitted 30 days prior to the date of the effective change and must be approved by the contracting officer. Documentation from the manufacturer/distributor and a detailed item listing with price change suggestions must be submitted. Any increase will not affect any orders issued prior to the effective approval date of any price changes. Vendor's failures to promptly notify the State of any price decreases shall result in the cancellation of their contract. No price reduction may be offered to an agency unless that reduction is offered to all agencies.
- **B.22.2.** All adjustments shall reflect the contract base unit price (which is the final contracted price for the first year) and for any subsequent year
- **B.22.3.** The base selling price shall be adjusted in accordance with the percent changes of the special composite index which is described below in section B.22.3.1, B.22.3.2. This index will be derived from the following index series:
  - **B.22.3.1.** The Producer Price Index Industry Data, Series ID: PCU315 Apparel Manufacturing, not seasonally adjusted, as it appears in the PPI Detailed Report as published by the U.S. Department of Labor, Bureau of Labor Statistics; this index shall be referred to as the materials index: and
  - **B.22.3.2.** The Producer Price Index Commodities Industry Data, Series ID: WPU0381 Textile Products and Apparel, not seasonally adjusted, as it appears in the PPI Detailed Report as published by the U.S. Department of Labor, Bureau of Labor Statistics; this index shall be referred to as the materials index: and
- **B.22.4.** The adjustment request may be submitted after June 1, of each subsequent year, based upon the percent changes (whether up or down) in the special index specified below, between the referenced base period, May 2011 and May of the most recent year. All calculations for the values for the special composite index shall be based upon the latest versions of the Producer Price Index as published as of June 1 each year.
- **B.22.5.** The special composite index shall be derived in the following manner:
  - **B.22.5.1.** The values for the current period for each of the two BLS index series specified in section B 22.3 above shall be rebased to the reference base period as of date of award; this will be done by dividing the current value of each index by its value for the referenced base period, and then multiplying the result by 100.
  - **B.22.5.2.** The rebased commodity index Textile products and apparel, shall be assigned a relative weight of fifty (50) percent; rebased industry index Apparel manufacturing, shall be assigned a relative weight off fifty (50) percent, these relative weights represent the base period of date of contract award.
- B.22.6. Multiply the rebased current value for each of the indexes by its relative weight.
- B.22.7. The sum of these figures sets the value of the special index for the current contract period.
- **B.22.8.** Multiply the current value of the special index by the original base price, and then divide by 100; this final figure shall be the maximum allowed adjusted price for the current time period.
- **B.22.9.** If any of the PPI data is not available for the period suggested, the prior available quarter of data will be used as the basis for any index adjustments.

### **Example:**

Base Price = \$1000.00	Materials	Fuels	Composite
Current period series values (Current index value)	107.2	133.4	
Divide by base period series values (Contract award date value)	102.2	128.6	
Equals:	1.049	1.037	
Multiply by 100 to yield converted series values	104.90	103.73	
Multiply by assigned weight (Materials 70%, Fuel 30%)	73.43	31.11	
Add the two figures to get current value for special index			104.54
Multiply by original base price			104,540.00
Divide by 100 to yield adjusted price			1045.40

#### **B.23. Volume Discounts**

Proposers shall list any type of volume discount offered with their solicitation response.

## **B.23.** Testing for Conformance.

- **B.23.1.** Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statues.
- **B.23.2.** Items delivered not conforming to specifications may be rejected. Any violations of these stipulations may result in supplier's name being removed from the Central Purchasing Supplier mailing list.

In all cases when material fails to meet specifications the cost of testing shall be paid for by the vendor, both on samples and delivered material.

#### **B.24.** State Purchase Card

**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.25.** Negotiations

The offeror 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 Offeror should not expect that the State will negotiate to give the Offeror an opportunity to strengthen its proposal. Therefore, the Offeror 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.25.1.** Negotiations may be conducted in person, in writing, or by telephone.
- **B.25.2.** 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 offeror's involved in the negotiation process will be invited to submit a best and final offer.
- **B.25.3.** Terms, conditions, prices, methodology, or other features of the offeror's proposal may be subject to negotiation 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 proposal
- **B.25.4.** 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.26.** Limited Contact

- **B.26.1. 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.26.2.** All questions and communications shall to be directed to the contracting officer.

#### C. SOLICITATION SPECIFICATIONS

#### C.1. Introduction

- C.1.1. This solicitation constitutes a request for competitive proposal (RFP) to establish a statewide contract The State of Oklahoma is expected to purchase an estimated \$1 2 million on uniform purchases and rentals annually. This contract will be mandatory for all State agencies. Cities, Counties, and Municipalities are allowed to utilize this contract. Each purchasing entity will place orders directly with the winning Respondent(s). Historically this contract was for the purchase of law enforcement uniforms, but has been revised to encompass all uniform items. The pricing structure is a combination of needs from the Oklahoma Department of Corrections, Office of Juvenile Affairs, Oklahoma Highway Patrol, Department of Transportation, Department of Tourism, and the Oklahoma Wildlife Commission.
- C.1.2. By incorporating a catalog offering, it is anticipated that all State needs will be met in this contract. The State expects substantial savings opportunities from leveraged purchasing, simplification of use by State agencies, and greater ease of administration of the contract. The State intends to establish one or more contracts to satisfy the requirements of products listed above. The State may opt to award any given category to one or more respondent(s), or it may award all categories to one respondent. In the best interest of the State, the State reserves the right to add additional suppliers and or geographical areas at any time to ensure complete coverage to authorized users. Respondents are strongly encouraged to submit pricing/proposals on as many products as possible. Breadth/Coverage will be part of the evaluation criteria.
- **C.1.3.** Both resellers/distributors and manufacturers are invited to respond to this RFP.

## C.2. Purchasing Process and Pricing

Authorized Users will place their own orders with the Contractor. After Contract award, Contractor will interact with Authorized Users on a day-to-day basis for specific issues relating to delivery timeliness, product quality, returns, and similar concerns. Central Purchasing will designate a Contracting Officer who will be responsible for managing price changes, market basket modifications, and overall contract management, including addendums and Contract performance.

Each category listed is divided in-to three tiers in this RFP:

- Tier 1: Market basket for uniform purchases (fixed price portion)
- Tier 2: Market basket for uniform rentals (fixed price portion)
- Tier 3: Discounts from manufacturer list prices for selected manufacturers Discounts from Contractor's list price for all other products

Respondents should provide fixed pricing (Contract Pricing) including standard delivery costs for products listed in Tiers 1 and 2.

For Tier 3, Respondents are requested to provide a discount off of the list price for the manufacturers listed under each clothing manufacturer they can provide. This discount will be applied to the list price to come up with the Contract Pricing (inclusive of Standard delivery) for Tier 3 products. Respondents can add manufacturers to the list and offer discounts off of those manufacturers' list prices. Additionally, respondents may enter a blanket catalog discount in Tier 3.

Respondents are requested to quote an up-charge for Rush delivery as a percentage mark-up on the Contract Price. Similarly Respondents are also asked to quote a discount for In-Store Pick Up as a percentage mark-down on the Contract Price. This mark-up and mark-down will be applicable on all three tiers. Respondents are not required to operate brick-and-mortar stores and offer in-store purchases, but in keeping with the State's search for a best-value solution, they are highly encouraged to do so.

**Tier 1 and 2 details:** The State urges each respondent to submit proposals for at least 50% of the market basket items listed. This is to ensure the widest product selection is available to all authorized users. The State may, at its discretion, disqualify the Respondent from that category. Pricing for all items on the market baskets will be fixed pricing (discount-

off-list or cost-plus will not be accepted). Pricing proposed will remain fixed for the first twelve (12) months of the contract. Price adjustments may be sought annually over the life of the contract (after the initial twelve month period), based upon documented increases in Respondent's cost. The Contracting Officer will make the final decision on completeness of the documentation and whether to approve the price adjustments. If pricing for Market Basket items decreases in the industry, the respondent is required to pass the price decreases on to the State by amending the Contract quarterly with new, lower prices.

**Tier 3 details:** The discounts offered off of the list price for Tier 3 manufacturers will be held constant over the course of the contract. When requested, Respondent/Contractor will provide list price for any Tier 3 manufacturer or product group.

Authorized Users will be permitted to purchase items from any Tier, as well as any other items they may require from Contractor's catalog. However, Tiers 1 and 2 are intended to capture the majority of the Authorized Users' requirements. The State reserves the right to update the Tier 1 and 2 lists of items at any time during the contract. The State and Contractor will negotiate in good faith a fixed price for any new Tier 1 and 2 items that will at most equal the price derived from the Tier 3 pricing system. The State also reserves the right to update the Tier 3 list of manufacturers during the contract. The State and Contractor will negotiate in good faith a discount from the MSRP that will at most equal the price derived from the Tier 3 pricing system.

The Respondent should be able to provide a broad catalog or product offering within each category that it is offering on. New price lists that are released by the Contractor, subsequent to the initial price list, may include new products, but new products will be subject to the same Tier 3 discounts for the appropriate manufacturer, product type, and category.

#### C.3. ACCOUNT MANAGEMENT

#### C.3.1. ACCOUNT MANAGER

The respondent must include the name and contact information of the individual who will be the Account Manager for the term of the Contract. The Account Manager will be responsible for operation and administration of the Contract by the Contractor. The Account Manager must respond in a timely manner and in writing unless instructed otherwise, to all information requests from the Contracting Officer.

The Account Manager shall, upon request attend meetings at Central Purchasing or at other sites, as requested and determined by the Contracting Officer. The Account Manager will be responsible for reports required by the contract and to serve as liaison between the Contractor and Central Purchasing and any other eligible participant. The Contracting Officer may require the Contractor to relieve the Account Manager from work on this contract, if in its opinion, it is apparent that the Account Manager does not deliver work that conforms to performance standards outlined in this RFP.

This named Account Manager must be among those present for all scheduled pre-award meetings.

## C.3.2. ACCOUNT MANAGER'S JOB DUTIES

It is desirable that the Account Manager's duties include, but not be limited to the following:

- **C.3.2.1.** Regular communications with the Facilities' representatives to discuss any shortages and needed substitutions.
- **C.3.2.2.** At the onset of the contract, efforts should be made to conduct meetings with Facility personnel to discuss areas of concern as needed. As the contract progresses the frequency of these meetings may be reduced.
- **C.3.2.3.** Demonstrate to the Contracting Officer and to the Facilities' staff new products available on the market.
- **C.3.2.4.** Maintain and update the market baskets and master price lists/catalogs and review with and distribute to the different Facilities on an ongoing basis.
- **C.3.2.5.** Handle all facility/agency complaints and maintain a log of the complaints and resolutions. Handle all requests from facility/agency/Contracting Officer for inquiries about products.
- C.3.2.6. Issue credit memos and arrange for return of incorrectly shipped or deficient products.
- **C.3.2.7.** Resolve any problems and/or discrepancies with the order/delivery schedules.
- **C.3.2.8.** Coordinate with the Contracting Officer any rebate programs or special pricing promotions which have been offered from manufacturers.

- **C.3.2.9.** Work in conjunction with the Contracting Officer in doing research and making recommendations for product changes to better meet the needs and challenges of the State of Oklahoma.
- **C.3.2.10.** Present and discuss cost reduction ideas on a regular basis.

## C.4. Service Level Requirements and Expectations

Section C.4.1 lists the State's Mandatory Service Level Requirements. Respondents must indicate whether they are able to meet these service level requirements. Respondents that are unable to meet any of these service level requirements may be eliminated from consideration for an award.

Section C.4.2 lists the State's Desired Service Level Expectations. These expectations are desired by the State and the State will evaluate these responses as part of the technical/qualitative evaluation. Respondents must indicate whether they are able to meet these service level expectations.

Mandatory Service Level Requirements and Desired Service Level Expectations shall be met at no additional cost to the State.

### C.4.1. Mandatory Service Level Requirements

This section of the document contains Mandatory Service Level Requirements that the successful respondent is required to meet at NO extra charge. Respondents are required to indicate any inability to provide the Mandatory General and Constituency Specific Service Level Requirements (as defined in the remainder of this section of the document). Respondents who cannot meet Requirements C.4.1.1 through C.4.1.6 may be disqualified on the grounds of non-responsiveness.

- **C.4.1.1.** For all products sold, Contractor must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer. If requested, Respondent must be able to identify an account number with manufacturers represented.
- **C.4.1.2.** Each product sold will have a minimum of manufacturer's standard warranty.
- **C.4.1.3.** Proposed pricing will remain fixed for the first twelve (12) months of the contract. Requests for additional increases in pricing for contract items will be limited to once a year.
- **C.4.1.4.** If any prices fluctuate between the time of order and delivery, Contractor shall charge the prices in effect as of the order date.
- C.4.1.5. The Contractor will not invoice service fees or additional costs to the Authorized Users during the term of the contract. For instance, there will be no small order, minimum order, special order, shipping (except Rush delivery as specified in the Cost Proposal), hazardous materials, pallet, or fuel charges or surcharges. This does not preclude price changes as described in section C.2.
- C.4.1.6. Delivery to End Users: Authorized Users are located throughout the State, both within and outside of major metropolitan areas. Whenever possible, Authorized Users will work with Contractor to develop regular delivery schedules. All deliveries must be made on days and times acceptable to Authorized Users.

Standard orders must be delivered to end users within 10 business days after receipt of order. Rush orders to end users must be delivered next day after receipt of order.

Although delivery schedules may change over time as Authorized User needs change, Authorized Users intend to continue ordering in regular intervals whenever possible. Hence, Contractor may be able to fix a regular delivery schedule (e.g. weekly, bi-weekly, and monthly).

Acceptable hours for deliveries vary by location. It is Contractor's responsibility to determine the acceptable delivery times and packing requirements for each customer at the time the first orders are placed.

The following three requirements (sections C.4.1.7, C.4.1.8, and C.4.1.9) apply to secure facilities only (primarily within the Department of Correction):

**C.4.1.7.** Contractors' employees and/or delivery companies must comply with the security requirements at each facility. Authorized Users are responsible for alerting Contractor to these requirements before or while placing their first order. Contractor must comply with all security and identification procedures at each location, at no cost to Authorized Users.

Common security restrictions include:

Identification: All of Respondent's employees, while working on State property, must carry or display acceptable identification. Requirements vary by Authorized User. For instance, some facilities require a visible photo ID badge, while correctional facilities may require a valid driver's license instead.

Vehicle Security: In many locations, drivers must turn off vehicle motors and lock cab doors whenever their truck is unattended.

Patient/Offender Contact: Delivery personnel must minimize interaction with offenders or patients, and must report any verbal contact to the Authorized User before leaving the site.

- C.4.1.8. Drivers who enter secure facilities must have prior approval to enter from security staff, generally involving a background check to ensure that they are not convicted felons. Contractor shall comply with any requests from the Contracting Officer to reassign a driver from a delivery route, whether or not the driver has passed the background check. At some facilities, trucks will be searched prior to entry and exit, causing up to a 30 minute delay each way.
- C.4.1.9. At most secure facilities, drivers cannot have any weapons (including jack knives or box cutters), cell phones, pagers, drugs, tobacco products or any item deemed to be potential contraband. Correctional officers can hold these items for drivers at the delivery sally-port and return them as the driver exits the grounds. Any illegal items will not be returned.

## C.4.2. Desirable Service Level Expectations

This section of the document contains Desirable Service Level Expectations that the Contractor is expected to perform at NO extra charge. All Mandatory Requirements listed in Section C.4.1 supersede the Desirable Service Level Expectations listed below. Respondents are required to indicate any inability to provide the Desirable Service Level Expectations (as defined in the remainder of this section of the document) by indicating as such in response submittal. In addition, respondents are required to propose alternatives to Desirable Service Level Expectations that cannot be met.

- **C.4.2.1.** Response Time: The Contractor should respond to all communications no later than one business day. Contractor's failure to respond within one business day may result in the assessment of liquidated damages in the amounts determined in Section C.4.2.39.
- C.4.2.2. Fill Rate: The Contractor should maintain a Fill Rate of 98%. The fill rate will be calculated by each Facility, by dividing the number of line items delivered on time by the number of line items ordered for delivery during that month and multiplying the result by 100 to arrive at the percent (%) fill rate. Approved and accepted substitutions shipped and delivered on first fill will not count against fill rate; disapproved or denied substitutions or substitutions not delivered on first fill will count against fill rate. Contractor's failure to maintain a Fill Rate of 98% may result in the assessment of liquidated damages in the amounts determined in Section C.4.2.34.
- **C.4.2.3.** Invoice Accuracy: The Contractor should strive to achieve invoice accuracy of 100% as measured by SKUs ordered.
- **C.4.2.4.** Delivery Standards: After award, the Contractor and the Authorized Users should contact each other to set up a regular delivery schedule. Contractor should accommodate any required delivery frequencies, days and times, and should make every effort to accommodate Authorized Users' preferences, as stated in this document or communicated subsequent to the RFP.

Respondent should make deliveries on dates and times acceptable to Authorized Users. If a regular delivery day falls on a State holiday, Authorized Users and Contractor may determine an alternate date.

The Contractor should deliver the Products by the delivery date specified in any executed Attachment, Appendix, or Order referencing the Agreement. The Contractor should ensure Delivery Date standards are met 97% of the time.

Most facilities require inside delivery. Contractor should unload products and deliver to specified interior locations at no additional charge, if Authorized User requires inside delivery. To expedite delivery, Contractor's delivery trucks should be equipped for varying

dock heights.

Deliveries should be complete by the delivery date noted on the order, unless otherwise modified by mutual consent of the Authorized User and Contractor. Should an emergency situation occur, causing a delivery to be delayed until after Authorized User's normal delivery hours, Contractor should contact the Authorized User by phone no less than one (1) hour before the end of Authorized User's normal receiving time for late delivery approval.

Contractor is responsible for rescheduling delivery to a time acceptable to Authorized User at no charge. If there is no mutually acceptable date and time to reschedule, or if a late delivery means Authorized User should procure products elsewhere, Authorized User may cancel all or a portion of the late delivery at no charge.

Poor planning by Contractor does not constitute an emergency, nor do delays caused by other customers on a delivery route. Authorized User will have final determination of whether or not to accept late deliveries.

C.4.2.5. Non-Delivery: After notification of impending short or out-of-stock items, Authorized User may cancel balance of incomplete deliveries without penalty. Authorized User may purchase shorted items that cannot be supplied by the Contractor by date required elsewhere. Contractor will be liable for the difference in unit price between the contract price and the price of such emergency purchases.

Such charges may be deducted from invoices payable to Contractor. Any amount outstanding over and above the amounts deductible from invoices may be credited to the account of an Authorized User of the State's choosing.

- C.4.2.6. Overall Customer Satisfaction: Contractor should develop a plan to conduct a quarterly survey of end-users to determine the level of customer service satisfaction experienced by Authorized Users, and should conduct such a survey upon request from the Contracting Officer. Both the raw and analyzed survey results should be provided to the Contracting Officer. The following includes some of the areas to be measured on the survey: Responsiveness, Communication, Courtesy, Competence, Effectiveness, and Overall Satisfaction.
- C.4.2.7. Ordering Methods: Contractors should have a local Oklahoma telephone number or a toll free (800) number. Each Authorized User will be responsible for placing its own orders, which may be accomplished by written purchase order, telephone, fax or computer on-line systems. The State encourages Contractors to have online ordering capabilities, such as a dedicated State website, to facilitate online orders. In the response, please include screenshots of the relevant web interface.
- **C.4.2.8.** Payment Options: Authorized Users will pay the Contractor by check, electronic funds transfer, or with the State's authorized P-card. The State currently uses a Visa branded P-card.
- **C.4.2.9.** Freight Policy: All shipments should be F.O.B. Destination to the specified location, with inside delivery if requested. Contractor is responsible for filing and expediting all freight claims with the carrier. The Contractor should pay title and risk of loss or damage charges.
- **C.4.2.10.** Rush Delivery: Respondents should be able to provide Rush Delivery to Authorized Users within a 24 hour window. Explain your rush delivery capabilities in your response.

Emergency/rush delivery requiring special shipping and handling will be at Authorized Users' expense (with prior approval from the Authorized User). Rush delivery that occurs as a result of the Contractor's error will be free of charge.

C.4.2.11. Shipping: The State is committed to recycling and reuse of packaging materials. Some Authorized Users may also require shrink wrapping. Authorized Users will inform Contractor of any such requirements.

All hazardous materials should be shipped per all Federal and State regulations.

All products should be shipped in a manner which will enable the receiving person(s) to easily check the shipment with the invoice. All individual units of measure (such as cases, rolls, pallets etc.) should have a clearly visible "vendor product label" containing the

following fields:

- Vendor product number
- Manufacturer product number
- Qty per UOM (e.g. 2400/ case)

Respondents are also requested to provide the number of cases of similar items if possible. (e.g. if 5 cases of drop cloths, then label should indicate case 1 of 5, case 2 of 5 and so on.)

A packing slip should also be included with each shipment, which should include at least the following information in no particular order:

- Customer/ Authorized User account number
- Customer/ Authorized User name (constituency description)
- Customer/ Authorized User address
- Ship date
- Purchase order number (or purchase method and user name, if there is no purchase order)
- Vendor product number per line item
- Line item description
- Quantity ordered
- Quantity included in shipment
- Unit price
- Any back order items

Any shipping containers which are not properly marked as per the instructions above can be cause for automatic rejection.

C.4.2.12. Return of Product: Any materials delivered in poor condition, in excess of the amount authorized by the requisition form or not included on the requisition form or purchase order may, at the discretion of the Authorized Users, be returned to the Contractor at the Contractor's expense within 30 days. Credit for returned goods shall be made immediately once the Contractor receives the returned goods.

If any product is returned to a Contractor for failure of performance, the Contractor will, at the State's discretion, refund all amounts paid to the Contractor for such product or replace the product, and the following shall apply:

Within twenty (20) days of written notification by the Authorized User, the Contractor should make arrangements for the return of the product.

The Contractor should bear all shipping and insurance costs.

Contractor should be liable for damages to the product, unless caused by fault or negligence of the Authorized User that occur during the return process.

Please describe your return policy in detail.

C.4.2.13. Returns Due to User Error: Contractor should provide for return of unopened items ordered in error for up to 30 calendar days from delivery. For all returns of unopened items or returns due to user error, returns should be provided free-of-charge as long as they occur at a regularly-scheduled delivery time. Otherwise, Authorized Users should be responsible for all costs associated with the preparation of the product for shipping, and all shipping costs to the Contractor's nearest service location for such returns; no additional charges are allowed, including restocking fees.

Respondent should issue a credit to Authorized User's account as soon as items have been received by the Contractor.

- C.4.2.14. Post-Order Customer Service: The Contractor should provide each of the designated Authorized Users a single point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative should be available during standard business hours in the Central time zone, regardless of the time zone where Contractor is located. All service representatives should have access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, statewide contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by email, fax, or phone (local or 800 number).
- C.4.2.15. Price Verification: The Contractor should be able to provide manufacturer price lists and its own list price lists at the State's request in order for the State to verify all Tier pricing. The Contractor should have its own auditing system to verify that correct pricing is being offered to the State. In addition, the State reserves the right to audit Contractor records in order to identify discrepancies. If discrepancies are found, at a minimum, the Contractor will refund the State the difference and may be subject to other legal remedies.
- **C.4.2.16.** Respondents should offer all rebates and special offers (including commercial and consumer offers) made available by the manufacturer, in addition to contracted pricing.
- C.4.2.17. Quality Assurance and Warranty Guarantee: The Contractor should guarantee its products to be free from defects in materials and workmanship, given normal use and care, over a minimum of the manufacturer's warranty period. The Contractor should agree to repair and/or immediately replace without charge (including freight both ways) to Authorized Users any product or part thereof that proves to be defective or fails within the warranty period as specified.
- C.4.2.18. Product Availability: The State should not allow any cancellation of Tier 1 products without an equal and acceptable replacement approved by the Contracting Officer. Contractors should communicate manufacturer's discontinuation of any products to the Contracting Officer in writing within five (5) business days of notification by manufacturer. In such instances, Contractors should work with the Contracting Officer to identify and implement alternative options that will maintain or reduce costs associated with the replacements. Contractors should be prepared to offer detailed quarterly reports if requested by the State, displaying removed SKUs off of Market Basket and suggested replacements. Contractors should offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement product number, description, and final price.
- C.4.2.19. Notification of Back Orders: Please describe in detail your back order notification procedures.
- C.4.2.20. Emergency Product Substitutions and Out-of-Stock Items: If necessary to complete a shipment on time, Contractor may request a product substitution. The product substituted should be of equal or larger quantity, equal or better quality and/or grade, at no additional cost, and the Authorized User should accept the substitution in writing (email is acceptable) prior to delivery. Invoices shall denote all items and quantities as ordered. Any shorted items shall be noted as "out-of-stock."
- C.4.2.21. Receiving Procedures and Order Inspection: State personnel may inspect and verify deliveries. Products may be matched against the packing slip and order specifications. Authorized Users may identify and reconcile delivery discrepancies of quantity or quality after delivery. Product delivered will also be inspected at time of use and is subject to refusal/return for issues of quality.

Any cases damaged during loading or delivery will be rejected. Contractor should replace with like or acceptable product at no charge within two business days of notice.

When receiving deliveries, Authorized Users may:

- Inspect each item at the time of receipt
- Note any count discrepancies and visible damage on the Contractor's packing slip. Discrepancies or damages noted should be initialed by the Contractor's delivery agent

- If, upon inspection at the time of receipt, products are found to be in unacceptable condition, Authorized User may refuse delivery and note reason on delivery receipt. Contractor's delivery agent shall initial any such notes
- When satisfied that the shipment is in proper order and/or all discrepancies have been properly noted and initialed, the receiving person shall sign the Contractor's packing slip and retain a copy for their records
- Authorized Users reserve the right to reject all or part of a delivery

Contractor should allow ample time for these procedures at each delivery location.

**C.4.2.22.** Invoice Requirements: All invoices should reflect the prices and discounts established for the items on this contract for all orders placed by Authorized Users.

Before payment is made, the State will verify that all invoiced charges are correct as per the Contract(s). Only properly submitted invoices will be officially processed for payment. Prompt payment requires that your invoices be accurate, clear and complete in conformity with the instructions below. All invoices must be itemized showing:

- Contractor name
- Remit to address
- Purchase order number (or purchase method and user name, if there is no purchase order)
- Invoice Number
- Release number if given
- Date of order/ release
- Item manufacturer's name or abbreviation (if applicable)
- Complete item description
- Unit of measure
- Quantity per UOM
- Manufacturer's product number
- Contractor's catalog and/or stock numbers
- Contract price
- Quantity shipped
- Extended prices
- Shipping charges (if applicable)
- Discounts
- Agency Name
- Purchaser name
- Account number
- Invoice total

Respondent should provide original invoice and requested number of copies to the designated accounts payable representative(s) or address (es) for each Authorized User.

Each invoice should contain only those products covered by the purchase order or other purchase method designated on that invoice. Invoices that have pricing other than approved contract pricing will not be considered valid invoices.

**C.4.2.23.** Complaint Resolution Procedure: The Contractor should have a robust complaint resolution procedure and a clear hierarchical path a complaint takes. Please describe in detail.

- C.4.2.24. Lock-out Items: Uniform and/or clothing designated as "lock out" items are items that cannot be purchased from this contract by State Agencies (purchase by cities, counties, school districts, etc. is not restricted). These items may be items that are available under other mandatory State contracts, State Use Industries, etc. The Contractor(s) should inform end users that they are not able to purchase any "lock out" item from the Contract. The State will provide the product descriptions of items required to be locked out during the initial contract implementation period. The State will require the Contractor to implement a program for lock-out items, including blocking such orders online.
- C.4.2.25. Contract Usage: Responses should cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statues state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful vendor(s). In the response, respondents are required to indicate whether their response (1) permits usage by entities other than State Agencies or (2) permits usage by State Agencies only.
- C.4.2.26. Contractor's Representative: Contractor's representative should be available to meet at least quarterly with Authorized Users who request it, in order to discuss contract concerns. Contractor's representative should be available upon request of the Contracting Officer to evaluate contract implementation and performance, and to identify continuous improvement opportunities or market changes.
- C.4.2.27. Catalogs: Contractor should have web based catalog(s) and deliver hard copies, CD-ROM, or electronic media copies of the most current catalog to each Authorized User upon request. Contractor should provide Contracting Officer with an electronic copy of its most recent catalog within five (5) business days of publication.
- C.4.2.28. Marketing: Contractor should assist the Contracting Officer in preparing marketing tools to promote the contract relationship, but be aware that inappropriate marketing communications sent directly to Authorized Users will not be permitted. All marketing materials should be approved in advance by the Contracting Officer. Contractor should arrange for product demonstrations, product literature, and other informational support when requested by the Contracting Officer. Please describe in detail your marketing approach.
- C.4.2.29. Training: Contractor should provide any necessary training for Authorized Users on, at a minimum, the following topics: catalog access, order placement, and invoice processing. All training shall be coordinated through the Contracting Officer or Authorized Users. Please describe in detail your approach.
- **C.4.2.30.** Shipments should be made using vehicles owned and/or managed by the Contractor or by common carriers with parcel tracking abilities.
- C.4.2.31. In-Store Purchases: If the Contractor operates or has special arrangements with brick-and-mortar stores in the State of Oklahoma, the Contractor should extend contract pricing for in-store purchases. The Contractor will be expected to formulate a method to identify an Authorized User as such so that contract pricing will be made available for in-store purchases during check out. Please describe this in detail.
- **C.4.2.32.** Geographic Coverage: The State expects the Contractor to provide services in as many parts of the State of Oklahoma as possible. In the response, the Contractor should indicate the parts of the State that they can serve:
  - Southwest Oklahoma (defined as areas south of I-40 and west of I-35)
  - Southeast Oklahoma (defined as areas south of I-40 and east of I-35)
  - Northwest Oklahoma (defined as areas north of I-40 and west of I-35)
  - Northeast Oklahoma (defined as areas north of I-40 and east of I-35)

## C.4.2.33. LIQUIDATED DAMAGES:

The State desires to contract with a vendor who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under this Contract. Therefore, the State has developed the following Key Performance Metrics (KPM) which shall be used to measure Contractor's performance and delivery of services.

Note: the Contractor shall comply with all contract terms and conditions upon execution of contract.

Listed below are the KPMs deemed most crucial to the success of the overall desired service level. The Contractor shall ensure that the stated KPMs are met. When such standards are not met, liquidated damages may be assessed by the State. Liquidated Damages shall be paid upon the Contractor's receipt of notice from the State of the amount of the assessment by crediting the mutually accepted assessment amount from the Contractor's next invoice to the affected Authorized User.

In the response, Respondents are asked to propose liquidated damages for each instance when the KPMs are not met as listed below. Further, Respondents are asked to add more KPMs and liquidated damages, as applicable.

## C.4.2.33.1. Reporting.

- 1) For each week after the 15th of the month for which an accurate and complete usage report has not been received from the Contractor, the Contractor may be assessed liquidated damages.
- 2) For the second occurrence that the Contractor fails to timely provide an accurate and complete usage report, liquidated damages may be assessed per week that the report is overdue.
- 3) For the third occurrence that the Contractor fails to timely provide an accurate and complete usage report, liquidated damages may be assessed per week that the report is overdue.

## C.4.2.33.2. Response Time

If the Contractor does not respond to all communications within 1 business day, the Contractor may be assessed liquidated damages for each day after the 1-business day requirement.

#### C.4.2.33.3. Fill Rate

If the Contractor does not maintain a fill rate of 98% each month at every Authorized User facility, the State may impose liquidated damages. The damages are by facility per month.

#### D. EVALUATION

- **D.1.** This contract will be awarded by the best value method.
- **D.2.** Evaluation factors will include
  - **D.2.1.** Cost
  - D.2.2. Business and technical response
  - D.2.3. Breadth and Coverage of products
  - D.2.4. References
  - **D.2.5.** Value Added Options

#### E. INSTRUCTIONS TO SUPPLIER

## E.1. Pre-Bid Conference

**E.1.1.** A pre-bid conference will be scheduled Thursday, June 16, 2011 9:00 AM. It is highly recommended that all interested parties plan on attending this meeting.

#### Location:

Department of Central Services
Will Rogers Building
2401 N Lincoln
Suite 116
Oklahoma City, OK 73105

- **E.1.2.** Telephone Conference Call Information
  - **E.1.2.1.** If you are not able to attend the pre-bid conference in person, you may join by telephone.
  - **E.1.2.2.** Phone Number: 405-521-4500
  - **E.1.2.3.** Conference code: 195653
- **E.1.3.** Respondents are cautioned that any statements made during the pre-bid conference that materially changes any portion of the RFP shall not be relied upon unless subsequently ratified by a formal written amendment to the RFP by DCS. Copies of all questions and corresponding responses shall be provided to all respondents,

#### E.2. Question Deadline

**E.2.1.** All questions must be submitted in writing June 22, 2011 2:00 PM. Questions may be sent electronically to: Lisa\_Bradley@dcs.state.ok.us or faxed to 405-521-4475.

## E.3. Proposal Submittal

**E.3.1.** Proposer must provide One (1) signed, original proposal and five (5) electronic copies of the completed proposal.

## E.4. Sample Requirements

**E.4.1.** Samples may be requested during the evaluation period. No samples are to be submitted with proposal response. Vendor should be prepared to bring item samples which will be identified prior to pre-award meetings. Additionally, respondents should be prepared to address the evaluation team. It is anticipated that the highest ranked respondents will be required to demonstrate product quality, company policies, and customer service initiatives.

#### F. CHECKLIST

## F.1. Required Submission Information

- **F.1.1.** A list of references (minimum of five) who have utilized the Offeror's services in a like manner (services similar in size and scope of this RFP).
- **F.1.2.** A statement concerning the length of time in business, the number of employees, the financial condition, ownership, location and total number of clients served.
- **F.1.3.** A statement addressing each of the sub-sections of C.4.1 and C.4.2.
- F.1.4. Submission of Attachment A & D

## G. OTHER

Attachment A - Cost Proposal

Attachment B - Uniform Rental Requirements

Attachment C – Custom Uniform Specifications

Attachment D - Value-Added Options

Attachment E - Contract Usage Reporting Form

#### H. PRICE AND COST

Attachment A - Cost Proposal

## **ATTACHMENT B – Uniform Rental Specifications**

#### A. INTRODUCTION

**A.1.** It is imperative that State employees appearance reflects the highest standards in relation to the quality of services rendered to our customers. Uniforms shall be clean, pressed, and without damage in order to display a professional image

#### **B. SPECIAL PROVISIONS**

#### **B.1.** Definitions

- **B.1.1.** Acceptable usable condition: Garment that has limited visible repairs, minimal wear on the fabric and has been classified by THE STATE as acceptable as a service garment.
- **B.1.2.** Employee Re-sizing: Any time an employee has a physical change in size that would cause an adjustment in an upward or downward change in garment size. Re-sized garments may be new or used if in acceptable usable condition.
- B.1.3. Extended Leave: Authorized leave of absence for a time frame of eight weeks or longer.
- **B.1.4.** Full Service Uniforms-laundry Rental: A service in which the contractor shall be responsible for the processing, cleaning, pressing (ironing), repairing, transporting, pickup, and delivery of garments owned and supplied by the vendor.
- **B.1.5.** New Hire: New employment to the agency or facility.
- **B.1.6.** Normal Wear: The expected or usual condition of the garments used by The STATE calls for service or repair that are made outside normal business hours.
- B.1.7. Reassignment: Joining a new crew, location, or job classification in which a different garment is required.
- **B.1.8.** Starch: a commercial preparation of this substance used to stiffen textile fabrics in laundering.
- **B.1.9.** Uniform: Garment(s) which has been clearly defined as the uniform to be worn by State employees in performing their job assigned tasks and duties.
- **B.1.10.** Uniform Laundry Lease: Services where the vendor shall provide the uniforms and State employees shall individually be responsible for the laundering of the uniforms.
- **B.1.11.** Visible Repairs: Repairs made in surface area which are not acceptable as a service garment. This will be determined by condition of repairs and the amount of repairs made to garment. Division Administrator or Designee will give final approval of condition of repaired garments rented or leased from contract vendor.

## **B.2. PRICE ADJUSTMENT FOR RENTAL OF UNIFORMS**

## B.3. Price Adjustments.

- B.3.1. Prices are to remain firm during the first 12 months of the contract. After that date, if there has been an industry-wide price increase vendors may request an increase in prices. Price increases may be requested only once each year. Pricing changes must be submitted 30 days prior to the date of the effective change and must be approved by the contracting officer. Documentation from the manufacturer/distributor and a detailed item listing with price change suggestions must be submitted. Any increase will not affect any orders issued prior to the effective approval date of any price changes. Vendor's failures to promptly notify the State of any price decreases shall result in the cancellation of their contract. No price reduction may be offered to an agency unless that reduction is offered to all agencies.
- **B.3.2.** All adjustments shall reflect the contract base unit price (which is the final contracted price for the first year) and for any subsequent year
- **B.3.3.** The base selling price shall be adjusted in accordance with the percent changes of the special composite index which is described below in section B.3.3.1, B.3.3.2, and B.3.3.3 This index will be derived from the following index series:
  - **B.3.3.1.** The Producer Price Index Industry Data, Series ID: PCU315 Apparel Manufacturing, not seasonally adjusted, as it appears in the PPI Detailed Report as published by the U.S. Department of Labor, Bureau of Labor Statistics; this index shall be referred to as the materials index: and

- **B.3.3.2.** The Producer Price Index Commodities Industry Data, Series ID: WPU0381 Textile Products and Apparel, not seasonally adjusted, as it appears in the PPI Detailed Report as published by the U.S. Department of Labor, Bureau of Labor Statistics; this index shall be referred to as the materials index: and
- **B.3.3.3.** The Producer Price Index Commodities Industry Data Series ID WPU057104 Unleaded regular gasoline, not seasonally adjusted, as it appears in the PPI Detailed Report, as published by the U.S. Department of Labor, Bureau of Labor Statistics; this index shall be referred to the materials index.
- **B.3.4.** The adjustment request may be submitted after June 1, of each subsequent year, based upon the percent changes (whether up or down) in the special index specified below, between the referenced base period, May 2011 and May of the most recent year. All calculations for the values for the special composite index shall be based upon the latest versions of the Producer Price Index as published as of June 1 each year.
- **B.3.5.** The special composite index shall be derived in the following manner:
  - **B.3.5.1.** The values for the current period for each of the three BLS index series specified in section B 3.3 above shall be rebased to the reference base period as of date of award; this will be done by dividing the current value of each index by its value for the referenced base period, and then multiplying the result by 100.
  - **B.3.5.2.** The rebased commodity index Textile products and apparel, shall be assigned a relative weight of fifty (50) percent; rebased industry index Apparel manufacturing, shall be assigned a relative weight of twenty (20) percent, and rebased industry index Unleaded regular gasoline shall be assigned a relative weight of thirty (30) percent. These relative weights represent the base period of date of contract award.
- **B.3.6.** Multiply the rebased current value for each of the indexes by its relative weight.
- **B.3.7.** The sum of these figures sets the value of the special index for the current contract period.
- **B.3.8.** Multiply the current value of the special index by the original base price, and then divide by 100; this final figure shall be the maximum allowed adjusted price for the current time period.
- **B.3.9.** If any of the PPI data is not available for the period suggested, the prior available quarter of data will be used as the basis for any index adjustments.

## Example:

Base Price = \$1000.00	Materials	Fuels	Composite
Current period series values (Current index value)	107.2	133.4	
Divide by base period series values (Contract award date value)	102.2	128.6	
Equals:	1.049	1.037	
Multiply by 100 to yield converted series values	104.90	103.73	
Multiply by assigned weight (Materials 70%, Fuel 30%)	73.43	31.11	
Add the two figures to get current value for special index			104.54
Multiply by original base price			104,540.00
Divide by 100 to yield adjusted price			1045.40

## **C. VENDOR REQUIREMENTS**

- **C.1.** The vendor shall provide the following type of services: Uniform Rental, Uniform Laundry Press Starch, Provide embroidered emblem to be sewn on to the uniform.
  - **C.1.1.** The vendor shall be responsible for providing and cleaning of uniforms worn and used by the State; including uniforms that are heavily soiled and contaminated materials requiring special separate handling.

- C.1.2. The vendor shall be responsible for supplying a sufficient number of hampers, carts, and laundry bags, if needed, to accommodate soiled garments at no additional cost to The State. The vendor's hampers, carts and laundry bags shall be distinctly labeled to identify ownership and be maintained in good condition, adequately disinfected and properly lined.
- **C.1.3.** The vendor shall be responsible for the collection of all soiled uniforms. Vendor shall be required to make regularly scheduled laundry deliveries and pick-ups as mutually agreed upon by the Agency and the vendor. The vendor shall conduct pick-ups as mutually agreed upon accordance with the terms and conditions and this contract.
- **C.1.4.** To accommodate State recognized holidays, the vendor will be required to periodically change delivery and pick-up schedules. The State reserves the right to change schedules for operational efficiency, at no additional cost. The changes in the delivery and pick-up schedules shall be mutually agreed upon by the Agency and the vendor. A list of that State recognized holidays will be provided to the vendor.
- **C.1.5.** Rental rates shall not be charged for employees who are temporarily absent from work for such reason as leave of absence or use of extended leave. Following verification of employee status, the vendor shall be notified by the Agency of such absences.
- **C.1.6.** The vendor shall be responsible for providing all necessary personnel, travel, labor, materials and equipment needed to fully perform the requirements of this contract.
- **C.1.7.** The vendor shall be responsible for button replacement, repair of seams of fabric, minor patches, zipper repair / replacement, pocket repair / replacement or complete garment replacement if necessary to sustain an acceptable appearance of the employee.
- **C.1.8.** All garments that require repairs shall be completed and returned at the next regular delivery. IF they are not returned, the vendor shall be required to provide loaner garments of the correct color and size at the regular delivery. The loaner shall be acceptable for not more than ten (10) working days.
- **C.1.9.** The State will not pay for unacceptable uniforms. The signature of the receiving personnel on the delivery ticket(s) represent verification of quantity and does not signify acceptance of the uniforms. The Division shall have until the end of the next working day to notify the vendor by phone of any garment(s) which are unacceptable due to but not limited to a worn condition, excessive wrinkles, requested repairs that have not been completed or poorly cleaned.
- **C.1.10.** On the effective date of this contract, the vendor shall furnish each employee with new sets of uniforms. Initial measurement and delivery shall be completed within 30 calendar days of award of contract.
- **C.1.11.** The vendor shall be responsible for proper fit of all uniforms. The vendor shall be required to take all measurements of each employee and ensure proper sizing and fitting of the uniform. Fitting and measuring of employees for uniforms shall be performed at the Agency's designated location.
- **C.1.12.** As additional personnel are hired the vendor must obtain measurement within five (5) working days and delivery of these uniforms within fourteen (15) working days.
- **C.1.13.** All requests for additional or new uniforms must be in writing and approved by the Division.
- **C.1.14.** Each employee, on each uniform item, shall be provided with an embroidered emblem patch(s), with the agency name, employee name and agency name, if required. Vendor shall supply and sew the emblem patch(s) to each uniform article. After expiration of contract, the vendor shall be responsible for returning all emblems to the State.
- **C.1.15.** The vendor is responsible for ensuring the separation of clean and dirty garments. The vendor shall be responsible for sorting, laundering, drying, ironing/starching, and hanging of the laundered garments. The vendor shall be responsible for protecting the clean laundry from all sources of potential cross contamination through the completion of delivery. This includes protecting from physical, biological and chemical contamination.
- **C.1.16.** The vendor will be responsible for ensuring all uniforms are cleaned, neatly pressed and delivered on hangers with protective covering. Uniforms must be hung one (1) item per hanger. Vendor shall pick up excess wire hangers from all agencies for recycling through their firm.
- **C.1.17.** The vendor shall be responsible for reprocessing, at no additional cost, all laundry that has been insufficiently processed and mishandled during the initial laundry processing.

- **C.1.18.** The vendor shall be responsible for washing all garments in full accordance with the State of Oklahoma requirements governing commercial and industrial laundries. The vendor shall be responsible for ensuring stained and spotted laundry is treated with chemical designed to remove stains.
- **C.1.19.** The vendor shall be responsible for removal of all detergents, cleaning agents, offensive smells and residual odor from the uniforms.
- **C.1.20.** Upon request by the State, the vendor shall provide documentation of all wash formulas to include water temperatures, pH levels, cycle times, various detergents and quality assurance forms. The Division may request a Material Safety Data Sheet on all products used for processing laundry under this contract.
- C.1.21. The vendor shall be responsible for all inventory counts of out-going and incoming uniforms to the agency locations. The route representative shall submit to each agency a check sheet of out-going and incoming uniforms, at each delivery, for each individual employee. The vendor will hold sole responsible for maintaining proper inventory. All shortages shall be reported to the vendor within five (5) working days of delivery and replacement made with next delivery.
- **C.1.22.** All items delivered during the life of the contract shall be of the same type and manufacturer. Substitutions shall be permitted after award of contract with written approval by DCS Central Purchasing buyer. This requires the submission of written specifications and product evaluation.
- **C.1.23.** The vendor shall be responsible for the return of all personal property to the agency, when discovered by the vendor whether it be an employee's personal property or State property.
- **C.1.24.** The vendor shall have the vehicular capability to deliver and pick-up laundry during the contract period. The State offers no assurances that tractor trailers shall have access to the delivery sites.
- C.1.25. The vendor shall be responsible for ensuring all personnel observe all regulations in effect at all State locations. While on State property the vendor's employees shall be subject to rules and regulations of the State, but under no circumstance shall such persons be deemed to be employees of the State. Vendor and its employees shall not represent themselves as employees of the State.
- C.1.26. The vendor shall take all necessary precautions for the safety of its employees and the general public. The vendor shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the employees and the general public. If necessary, the vendor shall post signs warning against hazards in and around the work site.
- **C.1.27.** The vendor shall purchase and maintain in force such insurance as shall protect he vendor and the State from claims which may arise out of or result from the vendors performance of the work outlined in this contract, whether such execution be by contractor, employed, agents, or by anyone for whose acts the vendor may be liable.
- **C.1.28.** It shall be the responsibility of the Contractor to comply with all State, County or City ordinances by securing all necessary permits.
- **C.1.29.** The vendor shall be responsible for establishing a separate account for each agency delivery location. Payment terms shall be net-30 days.
- **C.1.30.** At the termination of this contract, all garments contracted under this agreement, shall be returned to the contractor with exception to purchased items.
- **C.1.31.** The State shall reimburse the vendor for garments lost or stolen by employees. The replacement cost shall be the catalog price less discount.
- **C.1.32.** Dress Code: The Contractor shall assure that all workers assigned to perform service shall be dressed in an appropriate company uniform with the company name, and a photo ID in their possession.

#### C.2. Pricing Instructions

C.2.1. All pricing for uniform rentals shall be quoted on per each basis, with the time frame of seven (7) days. The State does realize that different time frames may be utilized in actual agreements, but for evaluation purposes all suppliers shall reference the price per each per week.

## **ATTACHMENT C – Custom Uniform Specifications**

## A. VENDOR REQUIREMENTS

- **A.1.** Contractors providing uniforms, particularly to the Oklahoma Highway Patrol, will be required to ensure a proper fit of uniforms for all employees by use of a measuring, or fitting system. It is the responsibility of the contract to collect and retain the measurements of each employee. These measurements shall be forwarded to the agency upon request.
- **A.2.** Agencies may require measurements be taken on-site at events, such as Troop Meetings, Academy Classes, or any other scheduled events.
- **A.3.** Service Requirements Customization, Sizing, Alterations, etc
  - **A.3.1.** Garment services must equal or exceed the quality of the garment. Service requirements will be noted on orders at the time of order placement. Ordering entities that require embroidery on garments will supply digitized artwork and indicate where garment is to be embroidered. Ordering entities that require patches sewn onto garments may supply patches and indicate where the patches are to be placed on the garments.
  - A.3.2. The State Parks division of Tourism requires patches to be sewn 1" below the shoulder seam on each arm of the shirt or coat. The State Parks logo is two colors: black lettering and dark green tree a color logo can be emailed to Offerors upon request. Agency will provide final artwork before any orders are stitched.
  - **A.3.3.** Trousers, Class A and Class B unless noted by user, all trousers in Class A and Class B will be made with stripes as specified. At the option of any user agency, stripes may be deleted from the trousers but must be declared, described, or noted on the purchase order to be omitted from the agency order.
  - **A.3.4.** Required services include but may not be limited to: adding stripes to trousers, hemmed trouser lengths, rise corrections, thigh width and waist adjustments, length, width, embroidery, and sew patches onto garments.
  - **A.3.5.** Embroidery samples may be requested of respondents who wish to provide these services to show workmanship. The sample does not have to be an Oklahoma agency logo. Any respondent will be prepared to bring samples of embroidery work during any pre-award meetings.
  - **A.3.6.** Alterations should be performed within two (2) weeks of garment marking or sizing. Garments are to be delivered to agency receiving area unless specified otherwise in the order. Offeror is to inform agency if more time is required for alterations due to size of order.

## **B. CUSTOM GARMENTS – SIZING AND ALTERATIONS**

- **B.1.** Sizing and alteration prices are to be listed on Attachment A, Tab for Alterations.
- **B.2.** Although the initials of various agencies are listed with the description of the products to assist them in readily identifying the garments they require, all authorized users may purchase these garments as well.
- **B.3.** Any color and/or size listed are not intended to limit offerings. Offeror will list available colors and sizes, submit size charts, and indicate if any product code/description has been discontinued.

## C. OHP CUSTOM UNIFORMS

- C.1. Item AA41, Tier 1, Attachment A
  - C.1.1. Trouser, Uniform, Male, Class A
  - C.1.2. Material
    - C.1.2.1. To be Raeford Worsted Company, Style 538-437, pint tan material, 14 ½" 15 oz per linear yard, 60" width, 2 ply, 55% Dacron Polyester, 45% Wool. Raepel or equal treatment for water and stain resistance. All material to be Kaumgraphed.
  - C.1.3. Style

- **C.1.3.1.** Regular full cut through seat and open bottoms. The unfinished inside leg seam on all "regulars" to be 36" and on all "longs" 38". The rise on all slacks to be graded up or down proportionate to waist sizes in line with the standards used in the trade. Bottom of trouser to be at least 20", no more than 22".
- C.1.4. Stripes
  - **C.1.4.1.** To be Raeford Worsted Company, Style 538-983, Dark Brown material, 14-15 oz 2 ply, 55% Dacron Polyester, 45% Wool. This stripe to be 1 ½" wide. One side of stripe to be sewn into the seam.
- C.1.5. Waist Band
  - **C.1.5.1.** All slacks to have separate 2" band lined with 2 ½" Sun Tan Snug-Tex and will not be sewed across or over the back seam, this being for alteration purposes. Trousers to have a cross piece sewed with 1 button across inside front. Waistband to close with heavy-duty hook Flex Fastener.
- C.1.6. Belt Loops
  - **C.1.6.1.** There shall be a minimum of 7 and additional in proportion to waist size. Loops to be 1 ½" wide by 1 3/4" long. To be tubular, lock stitched and turned. To be stitched 1/8" on each edge. No raw seams
- **C.1.7.** Fly
- **C.1.7.1.** To be a heavy-duty talon uniform trouser metal zipper; also French fly with 1 button.
- C.1.8. Pockets
  - **C.1.8.1.** Pockets to be made of 75% Polyester/35% cotton with lifetime warranty against failure, tan in color. There shall be pockets as follows: 2 quarter top front pockets, 2 hip pockets with left hip pockets to button, all of which are to have adequate openings and depth with firm straight bartacks. All pockets to be straight bartacked with bar tack 1/8" wide. Hip pockets to be of double welt construction (single welt construction is not acceptable). Slack material is to extend approximately 3" inside of the 2 front pockets and approximately 1" inside the 2 hip pockets.
- C.1.9. Stitching
  - **C.1.9.1.** All machine stitching to be done with lock stitch, double lock stitch, or both, but not less than 12 stitches to the inch. The seat seam that runs from the top of the waist band to the crotch shall be double stitched with not less than 12 stitches per inch, for reinforcement purposes, the fly lining is to continue through the point where the leg and seat seams join. Buttonholes throughout to be finished and well made.
- **C.1.10.** Thread
  - **C.1.10.1.** All sewing to be with best grade cotton mercerized thread.
- C.1.11. Marking of Sizes and Label
  - **C.1.11.1.** Sizes as to waist and as to Short, Regular, Long or Extra Long must be plainly stamped on the inside waist band of each garment with a rubber stamp of ½" high figures using indelible cloth marking ink that will remain legible the life of the garment. There shall be a manufacturer's label sews on the inside waistband of each garment.
- C.2. Item AA42, Tier 1, Attachment A
  - C.2.1. Dispatcher/Permit Clerk Trousers, Male or Female
  - C.2.2. Material
    - C.2.2.1. Raeford Worsted Company, Style 538-437, 14 ½" 15 oz 2 ply per linear yard on 60" width, 55% Dacron Polyester, 45% Wool, Raepel or equal treatment for water and stain resistance., All material to be Kaumgraphed. Color of material to be Taupe.
  - C.2.3. Style
- **C.2.3.1.** Regular full cut through seat and open bottoms. The unfinished inside leg seam on all "regulars" to be 38" and on "longs" 40". The rise on all slacks to be graded upon down

proportionate to waist sizes in line with the standards used in the trade. Bottom of trousers to be at least 20", no more than 22". Creased in the front and back of leg.

#### C.2.4. Stripes

**C.2.4.1.** This stripe is to 1 ½" wide of Raeford Worsted Company, Style 539-114, blue material, 14-`5 oz, 2 ply, 55% Dacron Polyester, 45% Wool, to run from bottom of waist band to full length of trouser. One side of stripe to be sewn into the seam.

#### C.2.5. Waistband

C.2.5.1. All slacks to have separate 2" band lined with 2 ½" sun Tan, snug-Tex and will not be sewed across or over the back seam, this being for alteration purposes. Trousers to have cross piece sewed with 1 button across inside front. Waistband to close with heavy-duty hook – Flex Fastener

## C.2.6. Belt Loops

C.2.6.1. There shall be a minimum of 7 and additional in proportion to waist size. Loops to be 1 ½" by 1 ¾" long. To be tubular, lock stitched and turned. To be stitched 1/8" on each edge. No raw edges.

#### **C.2.7.** Fly

**C.2.7.1.** To be a heavy-duty talon uniform trouser metal zipper; also French fly with 1 button.

#### C.2.8. Pockets

C.2.8.1. Pockets to be made of 75% Polyester/35% cotton with lifetime warranty against failure, tan in color. There shall be pockets as follows: 2 quarter top front pockets, 2 hip pockets with left hip pockets to button, all of which are to have adequate openings and depth with firm straight bartacks. All pockets to be straight bartacked with bar tack 1/8" wide. Hip pockets to be of double welt construction (single welt construction is not acceptable). Slack material is to extend approximately 3" inside of the 2 front pockets and approximately 1" inside the 2 hip pockets.

#### C.2.9. Stitching

C.2.9.1. All machine stitching to be done with lock stitch, double lock stitch, or both, but not less than 12 stitches to the inch. The seat seam that runs from the top of the waist band to the crotch shall be double stitched with not less than 12 stitches per inch, for reinforcement purposes, the fly lining is to continue through the point where the leg and seat seams join. Buttonholes throughout to be finished and well made.

## C.2.10. Thread

C.2.10.1. All sewing to be with 100% Polyester Core Spun Thread.

## C.2.11. Marking of Sizes and Label

**C.2.11.1.** Sizes as to waist and as to Short, Regular, Long or Extra Long must be plainly stamped on the inside waist band of each garment with a rubber stamp of ½" high figures using indelible cloth marking ink that will remain legible the life of the garment. There shall be a manufacturer's label sews on the inside waistband of each garment.

## C.3. Item AA135, Tier 1, Attachment A

Class A – OHP Winter Shirt, Long Sleeve, Uniform, Male or Female

## C.3.1. Materials

**C.3.1.1.** Raeford Worsted Company, Style 573-983, Style 130-0768. Dark brown, 11-11 ½ oz per linear yard, per 60" width, 55% Dacron Polyester, 45% Wool, 3 ply Tropical. Sewed throughout with best quality cotton mercerized thread.

### C.3.2. Style

**C.3.2.1.** It is the intention to secure a tailored shirt equal in quality of workmanship and style to the shirt of an US Army Officer, semi-form fitting with pointed yoke, with depth of 4 ½" at center, yoke to be 180 count satin lined. Six (6) buttons on front. Shirts to be

pressed with 2creases in front extending from top to bottom of shirt running exactly through center of each pocket. Also, to be pressed with 3 creases down the back, 1 in center, and 2 creases placed halfway between center crease and sleeve seams. Side opening and vents at bottom of shirt to be reinforced with best quality Egyptian Twill lining to prevent ripping. Yoke back 4" deep, extending from shoulder to shoulder seam. All seams to be in 2 rows.

#### C.3.3. Pockets

C.3.3.1. Two (2) breast pockets, with 1 ½" box pleat, approximately 5" in width and 6 ½" in depth. Top of pockets to be placed approximately 6" downward from shoulder seam, at shoulder strap. This 6" measurement to vary in accordance to the smaller shirt sizes. Button pocket flaps to have 3 points. Pocket flaps to be die cut, sewed and turned, topstitched 1//4" from edge. Pockets to have mitered corners at bottom. Pencil opening in both left and right pockets. Pencil opening in both left and right pockets .Pocket within the shirt pocket, opening at the top of pocket flap for easy access. Shirt pockets to have one (1) brown bone button in line with center of pocket pleat.

#### C.3.4. Collar

C.3.4.1. Regular collar with stiffening. Collar band shall be inner lined with collar canvas. One (1) brown bone collar button at opening on front. Permanent collar stays ¼" wide set on crinton so as not to show stitching on top or bottom of leaf. Collar point at front 3 ¼" with collar approximately 1 ¾" high at back with ¾" opening at front. Collar stitched with 1 row of stitching. Collar stand stitched with not less than 5 rows of single needle stitching solid and lined with rayon lining.

#### C.3.5. Shoulder Straps

**C.3.5.1.** On each shoulder a strap of Raeford Worsted Company Style 571-437 tan material 8 – 8 ½" oz, 55% Dacron Polyester, 45% Wool, 2 ply of the shirt set into the sleeve head seam and reaching to the edge of the collar buttoning at the upper end. Straps to be about 2" in width at lower end and 1 ½" at upper end. To be cross-stitched down to the shoulder for a distance of 2" from lower end. Straps to be about 4 ½" long.

## C.3.6. Buttons

**C.3.6.1.** All buttons to be sewed with pure linen thread. (Buttons are to have 4 eyes). Front buttonholes to be sewed vertically down the front of the shirt, and the buttonholes on pocket flaps to be sewed vertically as well. Shoulder strap buttonholes to be sewed horizontally to follow shoulder strap.

### C.3.7. Badge Tab

**C.3.7.1.** Two-ply sling 1" wide centered over left pocket and stitched to shoulder seam and flap setting stitch. It shall have two buttonhole eyelets ¾" from top of pocket flap spaced 1 ¼" apart and centered on sling.

### C.3.8. Facings

**C.3.8.1.** Shirt opening to have inside and outside facings. Inside facing to be 1" wide and to contain 6 first quality brown bone buttons, color as shirt. Outside facing to be 1 ½" in width and to contain 6 buttonholes.

## C.3.9. Shirt Tail

**C.3.9.1.** Turned under hem around entire bottom of shirt and not to exceed ½" in width. Shirttail to be of standard stock lengths. Hem to be pressed and sewed in a fashion to keep material from curling and buckling, hem to lay flat at all times.

## C.3.10. Sleeves

C.3.10.1. Conventional type. Sleeves to be finished with same 2 brown bone buttons as on shirt. Cuffs are to be 2 ½" in width and be inner lined with canvas. Cuffs are to be dully double stitched, ¼" width where cuff attaches to sleeve. Outline of cuff should be single stitched 5/16". The sleeve opening at cuff is to be 8 ¾" long from tip of facing to end of cuff.

- **C.3.10.2.** Sleeve facing shall be 1 5/8" width and be double stitched from 1 5/8" from tip. The button hole shall be located 4 1/4" from tip of facing and centered within the facing. No pleats on this side of sleeve.
- **C.3.10.3.** Inside of the sleeve facing to be double stitched from too of cuff to double stitch, approximately 4".
- **C.3.10.4.** Sleeve material to gather in two ¼" pleats at cuff. These pleats are to be located ¼" from the shirt sleeve seam away from the cuff opening.

#### **C.3.11.** Emblem

C.3.11.1. Regulation Oklahoma Highway Patrol Emblem shall be furnished by the Department of Public Safety – Supply division, to be sewn on by the awarded vendor. To be stitched on each sleeve with edge of emblem 1/8" from top of sleeve centered with shoulder strap. Emblem to be neatly secured to prevent edges of emblem from raveling.

## C.3.12. Marking of Sizes and Label

**C.3.12.1.** Collar and sleeve length to be plainly stamped on left front of shirt tail of each shirt with rubber stamp of one-half figures using cloth marking indelible ink that will remain legible the life of the garment. There shall be a manufacturer's label sewed to the lining on the inside of the yoke immediately below the collar band.

## C.3.13. Pressing and Packing

C.3.13.1. Shirts shall be carefully pressed in first class manner. Close attention should be paid to the hem of shirts, there shall be no buckling or pressed in pleats. "Dry Clean Only" and "55% Dacron Polyester, 45% Wool" instructions to be printed on a tag on each shirttail. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed 4 to a box with the sizes marked on the outside of the box at one end. Individual orders to be packed in separate boxes with name and badge number marked on outside of each box at one end.

### C.4. Item AA137, Tier 1, Attachment A

- C.4.1. Shirt, Class A Uniform, Short Sleeve
- C.4.2. Materials
  - **C.4.2.1.** Raeford Worsted Company, Style 573-983, Style 130-0768. Dark brown, 8-8 ½ oz per linear yard, per 60" width, 55% Dacron Polyester, 45% Wool, 2 ply Tropical, sewed throughout with best quality cotton mercerized thread.

#### **C.4.3.** Style

**C.4.3.1.** It is the intention to secure a tailored shirt equal in quality of workmanship and style to the shirt of an US Army Officer, semi-form fitting with pointed yoke, with depth of 4 ½" at center, yoke to be 180 count satin lined. Six (6) buttons on front. Shirts to be pressed with 2creases in front extending from top to bottom of shirt running exactly through center of each pocket. Also, to be pressed with 3 creases down the back, 1 in center, and 2 creases placed halfway between center crease and sleeve seams. Side opening and vents at bottom of shirt to be reinforced with best quality Egyptian Twill lining to prevent ripping. Yoke to be pointed and to extend across the back from shoulder seam to shoulder seam with a depth of 4 ¼" at center. The yoke will be single stitched. Yoke to be lined with good quality rayon to match material. 7 brown bone buttons on front.

#### C.4.4. Pockets

C.4.4.1. Two (2) breast pockets, with 1 ½" box pleat, approximately 5" in width and 6 ½" in depth. Top of pockets to be placed approximately 6" downward from shoulder seam, at shoulder strap button position. This 6" measurement to vary in accordance to the smaller shirt sizes. Button pocket flaps to have 3 points. Flaps to be made of Raeford Worsted Company, Style 571-437, tan material 8 81/2" oz, 55% Dacron Polyester, 45% Wool, 2 ply. Pocket flaps to be die cut, sewed and turned, topstitched 1/4" from edge. Pockets to have mitered corners at bottom. Pencil opening in both left and right

pockets. Pencil opening in both left and right pockets .Pocket within the shirt pocket, opening at the top of pocket flap for easy access.

- C.4.5. Collar
- **C.4.5.1.** Collar to be convertible type. Collar points to be 3 ¼"long. Collar stand shall be lined with collar canvas. Collar stand to have 3 rows of stitching to give body. Permanent collar stays ¼" wide set on crinton so as not to show stitching on top or bottom of leaf.
- C.4.6. Shoulder Straps
  - **C.4.6.1.** On each shoulder a strap of Raeford Worsted Company Style 571-437 tan material 8 8 ½" oz, 55% Dacron Polyester, 45% Wool, 2 ply of the shirt set into the sleeve head seam and reaching to the edge of the collar buttoning at the upper end. Straps to be about 2" in width at lower end and 1 ½" at upper end. To be cross-stitched down to the shoulder for a distance of 2" from lower end. Straps to be about 4 ½" long.
- C.4.7. Buttons
  - **C.4.7.1.** All buttons to be brown bone buttons and sewed with pure linen thread. (Buttons are to have 4 eyes). Front buttonholes to be sewed vertically down the front of the shirt, and the buttonholes on pocket flaps to be sewed vertically as well. Shoulder strap buttonholes to be sewed horizontally to follow shoulder strap.
- C.4.8. Badge Tab
  - **C.4.8.1.** Two-ply sling 1" wide centered over left pocket and stitched to shoulder seam and flap setting stitch. It shall have two buttonhole eyelets 3/4" from top of pocket flap spaced 1 1/4" apart and centered on sling.
- C.4.9. Facings
  - **C.4.9.1.** Shirt opening to have inside facings 4" wide.
- C.4.10. Shirt Tail
  - **C.4.10.1.** Turned under hem around entire bottom of shirt and not to exceed ½" in width. Shirttail to be of standard stock lengths. Hem to be pressed and sewed in a fashion to keep material from curling and buckling, hem to lay flat at all times.
- C.4.11. Sleeves
  - C.4.11.1. Sleeve length to measure 8" from shoulder seam down to hem; girth is to be 8".
- C.4.12. Emblem
  - C.4.12.1. Regulation Oklahoma Highway Patrol Emblem shall be furnished by the Department of Public Safety Supply division, to be sewn on by the awarded vendor. To be stitched on each sleeve with edge of emblem 1/8" from top of sleeve centered with shoulder strap. Emblem to be neatly secured to prevent edges of emblem from raveling.
- C.4.13. Marking of Sizes and Label
  - C.4.13.1. Collar size to be plainly stamped on left front of shirt tail of each shirt with rubber stamp of one-half inch figures using cloth marking indelible ink that will remain legible the life of the garment. There shall be a manufacturer's label sewed to the lining on the inside of the yoke immediately below the collar band.
- C.4.14. Pressing and Packing
  - C.4.14.1. Shirts shall be carefully pressed in first class manner. Close attention should be paid to the hem of shirts, there shall be no buckling or pressed in pleats. "Dry Clean Only" and "55% Dacron Polyester, 45% Wool" instructions to be printed on a tag on each shirttail. Shirts to be shipped in strong boxes so as not to be damaged in shipment. Shirts to be packed 4 to a box with the sizes marked on the outside of the box at one end. Individual orders to be packed in separate boxes with name and badge number marked on outside of each box at one end.
- C.5. Item AA168, Tier 1, Attachment A

Class A – Uniform Jacket, Eisenhower Style, Male or Female

#### C.5.1. Material

**C.5.1.1.** To be Raeford Worsted Co, Style 538-983, 14-14 ½oz, 55% Dacron Polyester/ 45% Wool. Cloth shall bear a Kaumograph stamp placed by the mill throughout material showing genuineness of material.

#### C.5.2. Style

C.5.2.1. Modified U.S. Military Eisenhower Jacket with b-swing back, coat style sleeves, four button single breasted front with peak lapels, to be custom tailored in strict accord with individual's measurements taken by successful respondent. Stock cutting of jackets will not be accepted.

#### C.5.3. Pockets

**C.5.3.1.** Front to be made with two (2) 1 ½" pleated patch pockets with rounded corners and three (3) pointed flaps. The pockets will be set approximately 8 ½" down should seam and will measure 5 ½" wide and 6 ½" deep. Pocket flaps shall be made with eyelet for 24 ligne metal buttons.

#### C.5.4. Shoulder Straps

**C.5.4.1.** One on each shoulder of Raeford #538-437, 14 – 141/2" oz, 55% Dacron Polyester / 45% Wool, set in at the sleeve head seam and extending well beneath the collar, buttoning at collar edge with a 24 ligne regulation metal button. Straps are to be 2 ½" wide at sleeve head and 2" wide at the collar edge, with the base of the straps cross stitched to shoulder for a distance of 2" from sleeve head seam, set in at the sleeve head and reaching ¾" beneath the collar. Shoulder straps to be dye cut, sewn and turned, then top stitched 1/4".

#### C.5.5. Inner Canvas

**C.5.5.1.** Inner construction of hem to be stitched in coat front with not less than eight rows of blind stitching.

### C.5.6. Lining

**C.5.6.1.** Fully lined, first quality, 180 count Rayon lining, black, fast color, full shrunk. Sleeve lining to have 2" let out. Sweat shield of shirt material bound and fastened securely to lining at armhole, stitched all the way around. Lining to be hand felled and coat to be construction on what is considered open coat construction.

#### C.5.7. Shoulder Pads

**C.5.7.1.** Shoulder padding of first quality cotton.

## C.5.8. Stitching

**C.5.8.1.** All edges stitched ¼". Stitching not to be less than 12 stitches per inch.

### C.5.9. Collar

**C.5.9.1.** Top collar and under collar to be hand shaped, joined with a zigzag machine and hand felled to the coat. Matching under collar felt to be used in this construction

#### C.5.10. Inside Pocket

**C.5.10.1.** One right inside pocket reinforced with Raeford shirt material, bound with matching Rayon binding.

## C.5.11. Waistband

**C.5.11.1.** 2 ½" waistband stiffened with canvas with button and buttonhole.

#### C.5.12. Badge Tab

**C.5.12.1.** 2 ½" x 1 ½" to be self cloth (same as jacket) centered above left breast pocket. Bottom eyelet to be 1 ½" above top pocket flap. Patch to have metal eyelets set vertical 1 ½" apart.

### C.5.13. Sleeves

- **C.5.13.1.** Coat style sleeves vent,. Each sleeve to have two (2) 24 ligne metal police buttons keyed on, no eyelets. Sleeves to have Raeford's 14 14 ½", 55% Dacron Polyester, 45% Wool, top sleeve braid, ½" wide, approximately 3" from bottom.
- C.5.14. Buttons
  - **C.5.14.1.** Buttons to be State Seal Gold Domed for State Agency orders only. All buttons, with exception of sleeves, will be machine attached, backed with two (2) eyelets. Black bone buttons on underside of coat front
- C.5.15. Label
- C.5.15.1. There shall be a manufacturer's label sewn on the inside of each garment.
- C.5.16. Name Label
  - **C.5.16.1.** Each garment shall have a linen label with officer's name, exact measurements, and date of manufacture. Labels to be sewn on all garments.
- C.5.17. Workmanship
  - **C.5.17.1.** The Eisenhower Jacket is to be pressed and packaged, ready for usage. Jackets to show no raw edges of defective stitching. All seams will be sewn with a Poly=Cotton 60/36 3 cord, and stitched with no less than 12 stitches per inch.

# Attachment D - Value Added Options

# Value Added Options or Differentials (what you will do that the others do not)

Offerors should identify any value added options or differentials that they are proposing, and include a short description of how it adds value to the project. Identify if the items will increase or decrease schedule, cost, or expectation. You may add/delete the value tables below as necessary.

Item 1:	
Impact:	
<b>Item 2:</b>	
Impact:	
Item 3:	
Impact:	
Item 4:	
Impact:	
Item 5:	
Impact:	

# Attachment E Usage Report

State of Oklahoma Uniform Purchase & Rental (SW 086)

Contract Management Document - Reports

Report	Report Description/Purpose										
Quarterly Report											
Invoice Detail	*One consolidated report of all purchases made under the contract in a	30th calendar day of the									
Report	given quarter	following quarter									
	*Includes both State and Non-State transactions										
	*Reports will include the following data fields:										
	1. Name of Agency / Institution / Municipality / Public Body making the										
	purchase										
	2. Purchase Order Number										
	3. Purchasing card purchase? (Y/N)										
	4. Order date										
	5. Invoice number										
	6. Invoice date										
	7. Product Subcategory (per the categorization listed in the RFP)										
	8. Product Tier (1, 2, or 3)										
	9. Manufacturer Name										
	10. Manufacturer SKU or Product Code										
	11. Contractor Product Number										
	12. Product Description										
	13. Product Unit of Measure (UOM)										
	14. Number of Items per UOM										
	15. Quantity of UOM Ordered										
	16. Unit Price										
	17. Manufacturer's List Price										
	18. Tier 2 Discount (if Tier 2 item)										
	19. List Price (if Tier 3 item)										
	20. Tier 3 Discount (if Tier 3 item)										
	21. Extended Price										

State of Oklahoma, Central Purchasing Division	CONTRACT NUMBER SW086 - UNIFORM PURCHASE & RENTAL
Vendor Name	REPORTING PERIOD

Instructions: In the spreadsheet below, please provide us with a detailed usage report for all Uniform products purchased by all State of Oklahoma agencies and departments in the last month.

Time Period - Please provide the following information for all supplies or services purchased in the last reporting period.

Pof ORDER INFORMATION AGENCY IDENTIFICATION									~~~~		COCTS SPECIFICATION							
Ref.	ef. ORDER INFORMATION AGENCY IDENTIFICATION				PRODUCT OR SERVICE SPECIFICATION INFORMATION								COSTS SPECIFICATION  Price Paid Quantity Tier Level Extended Price Shipping and Total Invoice					
No.	Contract Number or Purchase Order	Date	Order Number/ Purchase Order	Agency	Number	Product Category	<b>Product Description</b>	Manufacturer	Manuf. Item Number	Unit of Measure	Items Per Unit of	(Current UOM)	Price Paid	Quantity Purchased	Tier Level Purchased	LAtended Trice	Other	Price
Ex.	SW022	7/2/2008	12345	OSF	ABC123	Tape T	APE,MENDING,3/4x1296	Company ABC	ABC-1234	Pack	4 x 230 ft roll	\$0.68	\$0.59	33,644	Tier 1, 2, or 3	\$19,849.96	\$0.00	\$19,849.96
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