

SW500 Snow Removal Equipment and Grader and Snow Plow Blades and Hardware.

Thank you for your interest in submitting a response to this solicitation.

The Pricing Page is a Microsoft Excel document. This is where you will fill in your pricing with the exception of the spreaders and other equipment in the specification documents that have lines for specific pricing of details and options. There is reference to the specifications of the items noted on the pricing pages.

There are several pages of specifications, some developed by the Department of Transportation and some taken from manufacturer specifications. Although there are brand names mentioned, that is just for comparison purposes. We do not mean to imply that we want a certain brand. We invite the competition that several brands afford.

You are not expected to submit a price for every item on the contract. You will just submit the pricing for the equipment and/or parts you sell. If you are not submitting a price, simply put "na" or "no bid" on the pricing lines you are not submitting a response for.

Delivery locations will be across the entire state of Oklahoma.

No minimum purchase quantities are given. The contract can be used by any government entity within the state. The following are corrections to some specifications that have, in the past, caused confusion.

PLOWS

Plow lights are required.

The Monroe Quick Hitch or similar is what is requested.

SPREADERS

If the body is 14' and the front slopes back 2' then the conveyor will be 2' shorter.

Include screens

Depending on the side height, the cubic yardage might be slightly less than 9CY.

Only the 14 steel spreader says it must be a replaceable flat 7 guage floor.

For the 14' 201SSA The hose will be however long it needs to be, not 90'

The specifications will state the bevel requirement, if any.



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

Solicitation

1. **Solicitation #:** SW500
2. **Solicitation Issue Date:**

3. **02/04/2016**

4. **Brief Description of Requirement: Snow Equipment And Blades**

Vendors please submit your bid on electronic media such as a cd, dvd, or usb drive. Central Purchasing is going paperless. You can still submit a bid on paper, if you have to but do need to get used to submitting them electronically. The specification document is very large. You only need to submit those parts of it where you have filled in information.

Any questions are to be sent electronically, through email to the Contracting Officer named below. The deadline for questions is February 10, 2016 by 5:00 pm.

5. **Response Due Date¹:** 02/18/2016

Time: 3 pm.

6. **Issued By and RETURN SEALED BID TO:**

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

Office of Management and Enterprise Services
Central Purchasing Division
5005 N Lincoln Blvd, Ste 200
Oklahoma City, OK 73105

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

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

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

9. **Contracting Officer:**

Name: Joyce Leivas
Phone: (405) 521-2479
Email: Joyce.Leivas@omes.ok.gov

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



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

Responding Bidder Information

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

1. **RE: Solicitation #** SW500

2. **Bidder General Information:**

FEI / SSN : _____

VEN ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit²:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911). Please provide your Certificate of Good Standing if available.

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

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

☐ YES – include a certificate of insurance with the bid

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

Authorized Signature

Date

Printed Name

Title

² For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbusssales.html>

³ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



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

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

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: SW500

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

RUNWAY PLOW

The requested method of attachment is “Quick Hitch”.

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B. SPECIAL PROVISIONS

B.1. Contract Period

The contract period is for a 12 month period, commencing Date of award through one year. This contract may be renewed for up to three additional one year periods.

B.2. Extension of Contract

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

B.3. Type of Contract

- B.3.1.** This will be a mandatory statewide contract that is available to all state agencies. Other government entities may avail themselves of this contract, including those in other states if their statutes allow for the use of other state's contracts, sometimes known as "piggybacking".
- B.3.2.** All state agencies must use the contract for the products specified herein unless the ordering agency has received a written exception from the contracting Officer. The State of Oklahoma reserves the right to conduct separate procurements to establish contracts for the same or similar products for any agency's specific needs.
- B.3.3.** The State of Oklahoma shall not guarantee any minimum or maximum amount under this contract, also known as an indefinite quantity contract.
- B.3.4.** This contract will be for the purchase of equipment, warranty work and parts.
- B.3.5.** This contract will be awarded to multiple vendors.

B.4. Notice of Award

Notice of award resulting from this RFP will be furnished to each successful respondent and shall result in a binding contract without further action by either party. It shall be the successful respondent's responsibility to reproduce and distribute copies to all authorized dealers listed in your bid response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

B.5. Travel

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

B.6. Conformity

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

B.7. Gratuities

The right of the successful respondent to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful respondent, 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.8. Warranty

The Successful respondent agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the Supplier 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.9. Conflict of Interest

A Request for Proposal is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose with their response 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.10. 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 bid 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.11. Energy conservation

Oklahoma is an energy conservation State and we welcome any comments on your response that would indicate energy savings.

B.12. Ordering

- B.12.1.** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders or a state purchase card by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations will 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.13. Inventory

Supplier shall maintain inventory to ensure compliance with delivery requirements set forth in this contract.

B.14. Awarded Supplier(s) Invoices

- B.14.1.** The Supplier shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Awarded Supplier shall be the only office authorized to receive orders, invoice and receive payment. Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- B.14.2.** In case of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

B.15. Payment

The State of Oklahoma has issued P-Cards to most state agencies; therefore the Supplier may agree to accept state P-Cards. If awarded a statewide contract will your company accept the current P-Card? Yes _____ No _____ (check one)

B.16. Discounts

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

B.17. Contract Management Fee

As provided by Title 74 §85.33A, the Department of Central Services will assess a Contract Management Fee in the sum of 1% on all sales transacted by any political using this Contract.

The Contract management Fee shall be noted on the quarterly Contract Usage Report and paid by the Vendor to the Central Purchasing Division within 30 days from the completion of the quarterly reporting period. To ensure the payment is credited properly, the Contractor must identify the check as "Contract Management Fee" and include SW500 and reporting period covered with the payment.

The Contract Management Fee is not to be considered an add-on fee to the agency, but is to be included within the cost and discount percentage provided with the response to this solicitation. Failure to remit the fee quarterly shall result in cancelation of the contract. The contract Management Fee is non-refundable when an item is rejected, returned, or declined due to the Contractor's failure to perform or comply with specifications or requirements of the agreement. The Contract Management Fee shall be sent to the attention of the Contracting Officer identified in this solicitation to:

Office of Management And Enterprise Services

Central Accounting and Reporting Division

5005 N Lincoln Blvd Ste 200

Oklahoma City OK 73105

B.18. Contract Usage Reporting Requirements

- B.18.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, and Municipalities. The parts can be summed up in one sum, but the equipment should be itemized in order for the Contracting Officer to ascertain what type of equipment is being purchased.
- B.18.2.** Reports shall be submitted quarterly regardless of quantity. A standardized form has been developed for Supplier use.
- B.18.3.** If there are no sales reported by the vendor during the contract term, or if the vendor fails to report sales that have been discovered through state purchasing reports, the State reserves the right to terminate the contract.

Usage reports shall be sent electronically, by email to Joyce.Leivas@omes.ok.gov within 30 days of completion of each quarterly reporting period.

- B.18.3.1. 1st Quarter: January 1 through March 31
- B.18.3.2. 2nd Quarter: April 1 through June 30
- B.18.3.3. 3rd Quarter: July 1 through September 30
- B.18.3.4. 4th Quarter: October 1 through December 31

B.19. Product Availability

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

B.20. Minimum Order Requirement

Instances where the successful proposer makes partial shipments of orders meeting minimum requirements, shipments shall be made FOB destination with no transportation charges added.

C. SOLICITATION SPECIFICATIONS

- C.1.1. The Department of Transportation provided specifications for the equipment they required based on past purchases. The specifications shown on the pricing pages are for comparison purposes only, to familiarize the vendors with what has been purchased in the past.
- C.1.2. The State of Oklahoma, Central Purchasing Division is charged with developing statewide contracts for all government entities to use that have been competitively solicited for the best possible pricing based on high volume purchasing. This contract's main customer base will be Oklahoma State Agencies, such as the Department of Transportation, and counties and cities and municipalities.
- C.1.3. The purpose of this competitive solicitation is to develop a contract to provide for equipment to be made available for purchase on a statewide basis. Manufacturers as well as Dealers are encouraged to bid directly on the contract, as this will be a multiple award contract for both equipment and warranty work with replacement parts.

C.2. Authorized Representative

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

C.3. Licensing

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

C.4. Changes in business structure

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

C.5. Website

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

WEBSITE: _____

LOG-IN REQUIRED? ☐ YES ☐ NO

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

- C.6.1.** The Successful Supplier agrees the products furnished under this contract shall be covered by all commercial warranties the contractor provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.
- C.6.2.** The Supplier warrants that at the time of delivery, all equipment and purchased under this contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this contract.
- C.6.3.** All warranty work performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the agency contact person prior to installation.
- C.6.4.** Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The supplier shall be required to make repairs or corrections at no additional cost to the agency.
- C.6.5.** Supplier shall furnish a copy of their warranty applicable for the equipment.
- C.6.6.** All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
- C.6.7.** Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the government entity requesting the service. The following information shall be provided in order to determine ownership of the equipment:
 - C.6.7.1.** Name of government entity and division, if applicable.
 - C.6.7.2.** Make, Model, and VIN of equipment
 - C.6.7.3.** Control number of government entity (Inventory number)
 - C.6.7.4.** Repairs made that are covered by a warranty shall not be paid for by the government entity.
 - C.6.7.5.** The Supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.
 - C.6.7.6.** All persons utilized in the performance of this contract shall be employees of the supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.
- C.6.8.** Equipment that will remain in the supplier's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The supplier shall be responsible for the proper care and custody of any state owned equipment in the supplier's possession.

C.7. Insurance

- C.7.1.** Prior to the commencement of this contract, the supplier shall obtain and keep in full force and effect until the termination of this contract, insurance coverage with an insurance company licensed and qualified under the laws of Oklahoma.
- C.7.2.** The supplier shall maintain insurance coverage in an amount not less than \$500,000 at all times during the entire term of this contract. The following types of risks shall be covered in the supplier's policy:
 - Worker's Compensation Insurance and employer's liability insurance sufficient to cover supplier's employees as required by the State of Oklahoma.
 - Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
 - Commercial Automobile Insurance, hired and non-owned.
 - Garage keepers Liability Insurance.
 - Commercial Property Coverage.

C.8. Quality of Parts

- C.8.1.** Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the agency contact person.
- C.8.2.** After Market Repair parts must be equal to, or exceed original equipment manufacturer's specifications.
- C.8.3.** Repair parts must be packaged and distributed under their respective nationally known name brands.
- C.8.4.** All rebuilt or remanufactured parts must meet the same requirements as listed above.
- C.8.5.** Some repair parts may be required to be original equipment manufactured repair parts. Suppliers must carry a complete line of OEM parts for all models of equipment they carry.
- C.8.6.** Preservation, packaging, and packing and marking will be in accordance with best standard industry practice to provide adequate protection against shipping damage.

C.9. Warranty-Parts

- C.9.1.** Suppliers are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to government Entities.
- C.9.2.** Supplier shall correct ordering errors without further cost to the ordering entity.
- C.9.3.** A copy of the Warranty shall be included for replacement parts purchased.

C.10. Repair Facilities

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

C.11. Ordering

- C.11.1.** No minimum orders will be considered under this contract.
- C.11.2.** Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the manufacturer/dealer for the basic equipment purchased, prior to any Options/Accessories/Attachments that enhance the equipment to where it becomes specialized or customized to the customer's requirements.
- C.11.3.** The ordering party will determine how and when the truck to be outfitted is to arrive at the vendor's location.
- C.11.4.** While the truck to be outfitted is on the vendor's property, the vendor will be fully responsible for the truck and will ensure that it shall be stored in a safe and secure location for protection from theft and environmental dangers. The supplier shall be responsible for the proper care and custody of any state owned equipment in the supplier's possession.
- C.11.5.** Suppliers shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.
- C.11.6.** Any trade-in allowances determined by the dealer shall be deducted from the established current price after the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance.

Example: List price is \$17,199, and the discount is 23% and the trade-in is \$6,000. $\$17,199 - 23\% = \$13,243.23$.
 $\$13,243 - \$6000 = \$7,243.23$, final price.
- C.11.7.** The Customer is responsible for being familiar with all of the contract terms and conditions.
- C.11.8.** Safety Data Sheets
- C.11.9.** Supplier shall furnish any required Safety Data Sheets or a composite concentration list prior to contract award, with the product invoice, **or** at the request of Central Purchasing.
- C.11.10.** Catalogs and Price Sheets
- C.11.11.** Suppliers shall provide catalogs and current price lists at no charge upon customer or Contracting Officer's request.
- C.11.12.** Equipment Operation and Repair Manuals
- C.11.13.** All equipment shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list. If other manuals are required by the customer, they shall be offered at the discount offered in the Price Sheets.

C.12. Invoices

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

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

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

C.13. Payment

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

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

C.14. Prompt Payment Discounts

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

C.15. Late Payment to Suppliers

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

C.16. Delivery

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

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

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

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

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

C.17. Training

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

C.18. Price Adjustments

C.18.1. Vendor is to notify the contracting officer at least 30 days before a price adjustment will occur, or as soon as possible upon notification from the manufacturer.

C.18.2. Vendors are to include information concerning their return policy.

C.18.3. See C.11.6 concerning trade-in allowances.

C.19. Allowable Charges

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

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

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

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

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

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

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

C.19.8. New Products

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

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

C.19.9. Discontinued Products

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

D. EVALUATION

D.1. Evaluation Criteria

This solicitation will be awarded by the following Best Value criteria:

D.2. Price

D.3. Value-added incentives (i.e. multiple unit discount)

D.4. Conformance to requested information

D.5. Product Acceptability

The Oklahoma Department of Transportation reserves the right to make field tests of material prior to award to determine its suitability for application.

D.6. Negotiation

The State reserves the right to negotiate with one or more Suppliers. The Department of Central Services may negotiate any and all content of the proposal.

E. INSTRUCTIONS TO SUPPLIER

E.1. INSTRUCTIONS TO SUPPLIER

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

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

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

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

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

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

E.2. Please pay careful attention to Section "H". Failure to provide the requested documentation for the purpose of determining price adjustments may cause a resultant contract to be canceled. It is in the best interest of the state not to have to bid this out every year, therefore it is vital that the price adjustments be conducive to the state being able to contract with a vendor who will commit to providing pricing based on careful market analysis through clearly defined methods.

F. CHECKLIST

Copy of Workman's Comp Insurance Policy

Training plan offered with sales

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

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

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

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

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

G. OTHER

None

H. PRICE AND COST

H.1. Price Adjustments

The State recognizes that the pricing of steel can be difficult due to market fluctuations. The initial pricing submitted by the responding Supplier shall be expected to be held firm for the first 60 days of the contract period. Depending on the date of award, and the changes in the raw material market, pricing may adjust once during a calendar quarter if necessary, beginning with the next calendar quarter following the award. An advanced notice of 30 days prior to either a price increase or decrease along with the new pricing schedule and documentation supporting the increase or decrease shall be sent to the contracting officer in charge of the contract maintenance for this contract.

Pricing forms are on the website. There is an Excel spreadsheet and several forms for some of the equipment requested. All references to brands are for comparison purposes only and not to be used as the basis for award.

All installations must be performed within the State of Oklahoma.