



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.

Agency Name: Office of Management & Enterprise Services Agency Number: 09000

Solicitation or Purchase Order #: SW18196

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



Responding Bidder Information

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

1. **RE: Solicitation #** SW18196

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

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 with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature _____ Date _____

Printed Name _____ Title _____

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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 an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "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.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due

date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

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

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

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §

85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

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

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

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

A.11. Manufacturers' Name and Approved Equivalent

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

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling,

shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

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

A.27. Employment Relationship

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

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

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

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Type of Contract

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

B.2. Contract Period

This Contract is for Date of Award through one year with the option to renew for up to two (2) additional one year periods.

B.3. Extension of Contract

The State may extend the term of this contract for up to 180 days if mutually agreed upon by both parties in writing.

B.4. Authorized Users

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

B.5. Gratuities

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

B.6. Travel

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

B.7. Energy Conservation

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

B.8. Conflict of Interest

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

B.9. Patents and Royalties

The Vendor 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 Vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.10. Property loss

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

B.11. Contract Management Fee

- B.11.1.** As provided by State Statute 85.33A, Central Purchasing will assess a Contract Management Fee of 1% of total contract sales to all government entities. Awarded Vendor(s) shall remit payment of the fee on a quarterly basis in conjunction with the quarterly sales report. The fee amount is not to be invoiced to any contract users, either as an item on a sales invoice or by any other means. Delinquency in payment may be considered cause for contract termination.
- B.11.2.** Vendor shall make payment by company check to the Central Purchasing Division within 45 days of the completion of the quarterly reporting period. To ensure the payment is credited properly, the Vendor must identify the check as "Contract Management Fee" and include the Statewide Contract Number and title information with payment. The Contract Management Fee shall be mailed to:

Office of Management and Enterprise Services

Attention: Accounts Receivable

5005 N Lincoln Blvd., Ste 300

Oklahoma City OK 73105

B.12. Contract Usage Reporting Requirements

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

Usage reports shall be delivered to : strategic.sourcing@omes.ok.gov

- B.12.3.1.** January 1 through March 31
- B.12.3.2.** April 1 through June 30
- B.12.3.3.** July 1 through September 30
- B.12.3.4.** October 1 through December 31

C. SOLICITATION SPECIFICATIONS

C.1. Scope

- C.1.1.** 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 or percentage discount off pricing based on high volume purchasing. Multi-unit discounts are encouraged. This contract's main customer base will be state agencies, cities and municipalities and counties.
- C.1.2.** The purpose of this competitive solicitation is to develop a "catalog discount" contract to provide for equipment to be made available for purchase on a statewide basis. Manufacturers as well as Dealers are encouraged to bid directly on the contract, as this will be a multiple award contract for both equipment and warranty work with replacement parts.
- C.1.3.** We have determined that the best pricing structure for this type of contract is a simple "percentage off" of the current dated manufacturer's government or commercial catalog or price list with a copy of the catalog pricing page or price list to be made available to the purchaser for their accounting divisions at the time of order.

C.2. Authorized Representative

- C.2.1.** Vendors 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 Vendor 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) Vendor 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. Warranty-Equipment/Options/Accessories/Attachments

- C.4.1.** The Successful Vendor 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.4.2.** The Vendor 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.4.3.** 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.4.4.** Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The Vendor shall be required to make repairs or corrections at no additional cost to the agency.
- C.4.5.** Vendor shall furnish a copy of their warranty applicable for the equipment.
- C.4.6.** All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
- C.4.7.** 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.4.7.1.** Name of government entity and division, if applicable.
 - C.4.7.2.** Make, Model, and VIN of equipment
 - C.4.7.3.** Control number of government entity (Inventory number)
 - C.4.7.4.** Repairs made that are covered by a warranty shall not be paid for by the government entity.
 - C.4.7.5.** The Vendor shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.
 - C.4.7.6.** All persons utilized in the performance of this contract shall be employees of the Vendor and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.
- C.4.8.** Equipment that will remain in the Vendor's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Vendor shall be responsible for the proper care and custody of any state owned equipment in the Vendor's possession.

C.5. Insurance

- C.5.1.** Prior to the commencement of this contract, the Vendor 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.5.2.** The Vendor 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 Vendor's policy:
 - Worker's Compensation Insurance and employer's liability insurance sufficient to cover Vendor'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.6. Quality of Parts

- C.6.1.** Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the agency contact person.
- C.6.2.** After Market Repair parts must be equal to, or exceed original equipment manufacturer's specifications.
- C.6.3.** Repair parts must be packaged and distributed under their respective nationally known name brands.
- C.6.4.** All rebuilt or remanufactured parts must meet the same requirements as listed above.
- C.6.5.** Some repair parts may be required to be original equipment manufacturer repair parts. Vendors must carry a complete line of OEM parts for all models of equipment they carry.
- C.6.6.** Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

C.7. Warranty-Parts

- C.7.1.** Vendors are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to government Entities.
- C.7.2.** Vendor shall correct ordering errors without further cost to the ordering entity.
- C.7.3.** A copy of the Warranty shall be included for replacement parts purchased.

C.8. Repair Facilities

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

C.9. Ordering

- C.9.1.** No minimum orders will be considered under this contract.
- C.9.2.** Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the manufacturer/dealer for the basic equipment being purchased.
- C.9.3.** Vendors shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.
- C.9.4.** 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.9.5. Customer Responsibility

- C.9.5.1.** The Customer is responsible for being familiar with all of the contract terms and conditions.

C.9.5.2. The Customer should base their purchasing decision on the best value offered by a vendor. Careful evaluation of the pricing, services available, and comparison of product and options and accessories specifications are the responsibility of the customer. For auditing purposes all documentation concerning the selection of the product should be maintained in the customer's purchasing files.

C.9.6. Safety Data Sheets

C.9.6.1. Vendor 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.9.7. Catalogs and Price Sheets

C.9.7.1. Vendors shall provide catalogs and current price lists at no charge upon customer or Contracting Officer's request.

C.9.8. Equipment Operation and Repair Manuals

C.9.8.1. 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.10. Invoices

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

C.10.1. Purchase order number if applicable.

C.10.2. Make, model, and VIN number of equipment.

C.10.3. Name of government entity.

C.10.4. Description of equipment purchased or warranty services performed and/or parts, material and supplies provided.

C.10.5. 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, and the final total price for each item delivered.

C.10.6. 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.10.7. Name of company who provided the products/services.

C.10.8. Payment remittance address.

C.10.9. 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.10.10. 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.

C.11. Payment

C.11.1. Payment method will be Purchase Orders or electronic payment means as determined by the customer, or lease purchase.

C.11.2. For Lease purchases, the government entity is to follow the policies and procedures outlined by their purchasing authority or state regulations and statutes.

C.11.3. For County purchases by lease purchase, the Management Services Division of the State Auditor and Inspectors (SAI) Office has encouraged the use of an approved agreement form, Lease Purchase of Equipment Form 120B, as well as a Full Warranty Lease form, developed by their office. The State Auditor and Inspectors Office, through its Constitutional Authority, Article VI Section 19, establishes accounting procedures and forms and provides assistance to counties and other forms of local government. Link to the forms listed on the State Auditor website : https://www.sai.ok.gov/publications_forms/county_clerk.php?action=showform&formdiv=5

C.11.4. For those Government Entities subject to the Oklahoma Bond Oversight and Reform Act 62. O.S., Section 695.1 et seq., the Council of Bond Oversight reviews and must approve any request for

financing by a State Government entity. (All state and local government entities). The State Bond Advisor's Office serves as staff to the Council of Bond Oversight. See Chapter 10, Administration of the Oklahoma Bond Oversight and Reform Act (Administrative Rules) Link to the Council of Bond Oversight website: https://www.ok.gov/bondadvisor/Bond_Oversight/index.html

- C.11.5. Lease Purchase Rates may be adjusted during the contract period. All lease purchase agreements established by using prices obtained from Suppliers listed as a participant in this competitively bid statewide contract shall be included in the total sales reported by the vendors.

C.12. Late Payment to Vendors

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.

- C.12.1. 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 Vendor. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.
- C.12.2. 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 Vendor until delivered and accepted.
 - C.12.2.1. 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 Vendor'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.12.3. Delivery on parts is to be made within 30 days.
- C.12.4. 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.13. Training

- C.13.1. Vendor is to provide their training opportunities for the equipment they are bidding with their response to this solicitation

C.14. Price Adjustments

- C.14.1. The manufacturer's price list date that you are being asked to provide is considered the "starting point" of the contract and is to be used as a measurement of price increases throughout the contract. (i.e. at the end of the contract year, the purchases will be compared to annotate any price changes that were made.) Since the various manufacturers update their pricing throughout the year and at different times during the year, there will be no pre-determined price adjustment time period for this contract however the discounts provided by the Vendor can be increased during the contract period at any time.
- C.14.2. The contract price shall be the Manufacturers dated Price List (MPL) in effect at the time the order is placed less the discount percentage offered. Manufacturer Price lists will be that price list published by the manufacturer.
- C.14.3. Vendor is to notify the contracting officer at least 30 days before a price adjustment will occur, or as soon as possible upon notification from the manufacturer.
- C.14.4. Vendors are to include information concerning their return policy and any special added value considerations.
- C.14.5. See C.9.4 concerning trade-in allowances.

C.15. Allowable Charges

- C.15.1. Freight/Shipping/Set-up Fees.
- C.15.2. Delivery is to be FOB Destination (of ordering entity) freight collect.
- C.15.3. 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.15.4.** 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.15.5.** 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.15.6.** 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.15.7.** Unpublished or non-contract options required to complete a product ordered.
- C.15.8. New Products**
 - C.15.8.1.** 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.15.8.2.** Dealers who become authorized dealers for other products during the contract period may add those products to their lists of equipment offered.
- C.15.9. Discontinued Products**
 - C.15.9.1.** Vendors are to notify the Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models.

D. EVALUATION

Evaluation Process

In the initial phase of the evaluation process, all proposals timely received will be reviewed Unacceptable proposals will be eliminated from further consideration.

Award of a contract resulting from this RFP may be made to multiple Suppliers in accordance with the method identified within this section. The state reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Suppliers are encouraged to submit their most favorable proposal at the time established for receipt of proposals.

- D.1. Price**
- D.2. Past performance**
- D.3. Ability to meet requirements**

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

E. INSTRUCTIONS TO VENDOR

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.30.

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

Section "H" Price and Cost. There are attachments for pricing. You will not have to fill out pricing on every attachment 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.

You can submit pricing already figured with the discount if you wish as long as you do state the discount used to figure the price.

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

You can but you do not have to submit electronic brochures for the equipment you are offering. These will be requested throughout the contract period by the customers and/or the contracting officer in charge of maintaining the contract. As much information as possible will be placed on Central Purchasing's website along with your contract documents.

F. CHECKLIST

Your entire response submitted on a flash drive. (We are mostly electronic so paper bids will be scanned to an electronic filing system if you were to submit them).

Copy of Workman's Comp Insurance Policy

All return of merchandise policies

Warranty Information including value added offers such as an extended warranty for customers of this contract.

Any value-added offers

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

G. OTHER

None

H. PRICE AND COST

The State of Oklahoma is requesting pricing for Agriculture, Trees, and Brush Maintenance Equipment. The pricing matrix is a percentage off the Manufacturer's list price. Vendors can submit actual pricing schedules for their equipment though, with the percentage discount already figured, as long as the discount is clearly stated as well as the pricing minus the discount. Also, please provide the current manufacturer's price list used as a basis for the pricing schedules if you submit pricing with the discount already figured in. Attachments have been provided in Microsoft Word and Adobe PDF.

The State of Oklahoma has been a leader in the push for State use of CNG-powered vehicles. If you have products that are fueled by means other than gas or diesel fuel, and that are considered environmentally friendly, please include them in your response.

Manufacturers responding please include a listing of Distributors/Dealers for the State of Oklahoma to include Name of business, Address, contact names, phone numbers, fax numbers, email addresses and websites.

Vendors may submit specifications for all equipment bid, as well as options available. Please submit these specifications on a cd or dvd or flash drive. It is preferred that vendors have a website where customers can go and view the products. The Central Purchasing Statewide Contract website will be updated as necessary.

Discounts offered will remain the same or can be increased throughout the contract period. Multiple Unit discounts are encouraged.

THE FOLLOWING QUESTIONS ARE TO BE ANSWERD IN FULL. PLEASE USE THE NUMBERING SYSTEM AND MICROSOFT WORD TO ANSWER THE QUESTIONS AND ATTACH TO YOUR RESPONSE. These questions are part of the evaluation process.

Technical Requirements

1. Do you, the manufacturer, or dealers offer any value-added incentives to purchase such as seasonal sales? Yes_____ No_____, and if so how would you incorporate special sale situations in the contract?
2. Have you ever had a recall situation for any of your equipment? Yes_____ No_____ and if yes, approximately how much of a negative impact in a dollar amount was it to the company to repair/replace the equipment?
_____.
3. Has your company ever filed for Bankruptcy? Yes_____ No_____.
4. How long does it take usually from the build of the equipment until delivery? _____.
5. How many years has your company been in business? _____.
6. Will you offer discounts on your extended warranties? Yes_____ No_____. If yes, please include in your response the types of the extended warranties and the terms. If No, still include the types and terms of your extended warranty plans.
7. Do you offer green options for hydraulic fluids? Yes_____ No_____. If yes, please provide specifications for the fluid.
8. For the products that are not an "all in one" product, please describe the ordering process including locations where products are assembled and if chassis is provided by your company, whether or not the chassis is new and if not then how the chassis selection process is made and by whom, the customer or your company.
9. Please provide your parts return policy as well as any restocking fee for parts incorrectly ordered by the customer.
10. Central Purchasing is very limited in the marketing of products to the government entities across the state. Please describe your plan for marketing your products to the government entities. (trade shows, government employee organizations, publications, etc.)
11. Will you accept the state credit card known as the "p-card"? Yes_____ No_____

Past Performance Verification SW196

Supplier is to have this filled out by 3 separate government or non- government contract clients and returned with their response to the solicitation. Failure to submit this for 3 clients will result in your response not being considered.

Date: _____

Name: _____
(Name and title)

Phone: _____ Fax: _____

Subject: Past Performance Survey of: _____
(Name of Vendor requesting verification)

The State of Oklahoma is collecting past performance information on prospective vendors. The information will be used to assist the State in the selection of vendors for SW196. Rate each of the criteria on a scale of 1 to 5. Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

Exceptional (5)	Best-in-class performance. Performance met all contract requirements and exceeded several to the customer's benefit. No issues were encountered.
Very Good (4)	Performance met all contract requirements and exceeded some to the customer's benefit. There were a few minor issues, which were negligible.
Satisfactory (3)	Performance met contract requirements. There were some minor issues, and corrective actions taken by the contractor were acceptable.
Marginal (2)	Performance did not meet the contractual requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective.
Unsatisfactory (1)	Performance did not meet contractual requirements. There were serious issues and the contractor's corrective actions were ineffective.

Organization Name:			
Contract Name:			Dollar \$ Amount:
Duration of Contract (Date/Year – Date/Year):			
	CRITERIA	Rated	
NO			
1	Rate the Quality of customer service		
2	Rate the Professionalism of the employees including prompt response to inquiries		
3	Rate their Ability to complete deliveries on time or early		
4	Rate the Quality of products		

5	Rate their Ability to manage (includes responses and prompt payment to their merchants and subcontractors)		
6	Rate their Ability to follow the customer's delivery requirements.		
7	Rate the Supplier's geographic coverage ability to deliver to all of your locations.		
8	Rate the value-added services provided.		
9	Rate your overall satisfaction during the contract period.		
10	Rate the performance of the Supplier's products as compared to that of its competitors.		
11	Rate the Supplier's ordering procedures.		
12	Rate the timeliness of parts delivery		

COMMENTS:

Please indicate here any special instances where the client went out of their way to help you in a situation, i.e. delivery, shipping, emergency response, special purchase.

Email of Evaluator

Signature of Evaluator

