



State of Oklahoma  
Office of Management and Enterprise  
Services  
Central Purchasing

Solicitation Cover  
Page

1. Solicitation #: 0000000056

2. Solicitation Issue Date: 5/25/2018

3. Brief Description of Requirement:

The Office of Management and Enterprise Services (OMES) - Central Purchasing Division (CP) is charged with developing statewide contracts that has been competitively solicited for the best possible pricing, percentage discount off pricing, or both based on high volume purchasing of Garbage Trucks. Multi-unit discounts are encouraged. This contract's main purchasing entity will be cities, counties, and municipalities.

4. Response Due Date<sup>1</sup>: 06/21/2018

Time: 3:00 PM CST/CDT

5. Issued by and return sealed bid to<sup>2</sup>: **Blaine Bridges**

U.S. Postal Delivery Address: 5005 N. Lincoln Blvd  
OKC, OK 73105

Common Carrier Delivery Address: \_\_\_\_\_

Electronic Submission Address: \_\_\_\_\_

6. Solicitation Type (type "X" at one below):

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

7. Contracting Officer:

Name: Blaine Bridges  
Phone: 405-522-6375  
Email: Blaine.Bridges@omes.ok.gov

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

<sup>2</sup> If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries



**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: OMES-CP Agency Number: ALL

Solicitation or Purchase Order #: \_\_\_\_\_

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

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, 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 #** 0000000056 \_\_\_\_\_

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 Permit<sup>1</sup>:**

☐ 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](http://www.sos.ok.gov) or 405-521-3911).

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

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

☐ YES – Include a certificate of insurance with the bid

☐ NO - Attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>

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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.** "Allied" means attachments, accessories, parts or bundles not manufactured by the contract Supplier that are requested by the purchaser to complete the purchase of equipment awarded on contract.
- A.1.4.** "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.5.** "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.6.** "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.1.7.** "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 Equivalents**

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

**A.12. Clarification of Solicitation**

**A.12.1.** Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

**A.12.2.** If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

**A.12.3.** Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

**A.13. Negotiations**

**A.13.1.** In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

**A.13.2.** Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

**A.13.3.** Negotiations may be conducted in person, in writing, or by telephone.

**A.13.4.** Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

**A.13.5.** Terms, conditions, prices, methodology, or other features of the 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. Audit and Records Clause**

- A.17.1.** 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.17.2.** 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.18. 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.19. 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.20. 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.21. Termination for Cause**

- A.21.1.** 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.21.2.** 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.21.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

## **A.22. Termination for Convenience**

**A.22.1.** 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.22.2.** 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.23. 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.24. 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.25. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

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

## **A.26. 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.27. 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.

## **A.28. Ordering**

**A.28.1.** No minimum orders will be considered under this contract.

**A.28.2.** Options, accessories, and attachments on ordered equipment shall include all standard items normally furnished by the manufacturer/dealer for the basic equipment purchased.

**A.28.3.** 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.

For example, list price is \$17,199, and the discount is 23% and the trade-in is \$6,000.  $\$17,199 - 23\% = \$13,243.23$ .  $\$13,243 - \$6,000 = \$7,243.23$ , final price.

## **A.29. Invoicing and Payment**

**A.29.1.** 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.29.2.** State Agency Acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in the price quotes.
- A.29.3.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.29.4.** 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.29.5.** 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.29.6.** Payment method by State Agencies will be the effective state wide fleet fuel and maintenance card, the State purchase card, Lease-Purchase, or Purchase Orders.
- A.29.7.** Payment method by other Government Entities (Cities, Counties, Municipalities, Schools, and other State governments will be as in E.11 or other purchasing methods, such as lease-purchase, as allowed by their purchasing guidelines, regulations or statutory mandates.
- A.29.8.** The Supplier must notify Central Purchasing's 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 Central Purchasing Contracting Officer be able to contact someone at all times during the standard business hours of 8:00 A.M. to 5:00 P.M. Central Time.

#### **A.30. Delivery, Inspection and Acceptance**

- A.30.1.** 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.30.2.** 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.30.3.** Delivery of equipment is to be made within 120 calendar days after receipt of order unless other arrangements are made between the purchaser and the Supplier. Earlier deliveries are encouraged; however, there shall be no change in contract price or discount terms because of the earlier delivery.
- A.30.4.** All equipment is to be delivered new, unused, assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the purchaser. Liability for product delivery remains with the Supplier until delivered and accepted.
- A.30.5.** Delivery shall be made in accordance with instructions on purchase order from each purchaser. 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 purchaser and, if applicable, from the Central Purchasing's Contracting Officer.
- A.30.6.** Delivery on parts is to be made within 30 days.
- A.30.7.** 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.
- A.30.8.** 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.

#### **A.31. Equipment Warranty**

- A.31.1.** The Supplier agrees the products furnished under this contract shall be covered by all commercial warranties the Supplier 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.
- A.31.2.** The Supplier warrants that at the time of delivery, all equipment 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.

- A.31.3.** All warranty work performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the purchasing entity prior to installation.
- A.31.4.** 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 purchaser.
- A.31.5.** Supplier shall furnish a copy of their warranty applicable for the equipment.
- A.31.6.** All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
- A.31.7.** 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:
  - a.) Name of government entity and division, if applicable.
  - b.) Make, Model, and VIN of equipment
  - c.) Control number of government entity (Inventory number)
  - d.) Repairs made that are covered by a warranty shall not be paid for by the government entity.
  - e.) The Supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.
  - f.) 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.

**A.32. Quality of Parts**

- A.32.1.** Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the purchasing entity.
- A.32.2.** After market repair parts must be equal to, or exceed original equipment manufacturer's specifications.
- A.32.3.** Repair parts must be packaged and distributed under their respective nationally known name brands.
- A.32.4.** All rebuilt or remanufactured parts must meet the same requirements as listed above.
- A.32.5.** Some repair parts may be required to be original equipment manufacturer repair parts. Suppliers must carry a complete line of OEM parts for all models of equipment they carry.
- A.32.6.** Preservation, packaging, packing, and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

## **B. SPECIAL PROVISIONS**

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

- B.1.1.** This Contract is for the period of date of award through one year with the option to renew for up to four (4) additional one year periods.
- B.1.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there could be four (4) options to renew, subject to the terms and conditions set forth herein.
- B.1.3.** After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current products pricing and price discounts offered by Supplier; and c) current products and support offered by Supplier.
- B.1.4.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.

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

The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent.

### **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 states 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, 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 may be awarded to multiple suppliers for a variety of brands and manufacturers.

### **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 Government Entities other than the State of Oklahoma if their statutes allow for it. Under this contract, the State of Oklahoma bears no liability for the State or Affiliate actions and the privies of contract exist solely between the Supplier and the State or Affiliate.

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

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

### **B.6. Energy Conservation**

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

### **B.7. Conflict of Interest**

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

### **B.8. Patents and Royalties**

The Supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**B.9. Property loss**

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

**B.10. Administrative Fee**

The Supplier agrees to pay an administrative fee in the sum of one percent (1%) of the combined total quarterly expenditures, as evidenced by the aggregate amount of Acquisitions under this Contract. All products prices shall be inclusive of the administrative fee. Notwithstanding anything contrary herein, the State reserves the right to increase or decrease the administrative fee as long as the Supplier has an obligation under this Contract without further requirement for an Addendum and shall provide written notice of such change to the Supplier. The administrative fee amount shall be noted on the quarterly "Contract Usage Report" and paid by the Supplier to the Oklahoma Office of Management and Enterprise Services within forty-five (45) calendar days of the quarterly reporting period stated under the section below titled "Contract Usage Reporting Requirements." The Supplier shall list this Contract number and identify the reporting year and quarter (for example, SW0198 4<sup>th</sup> Qtr. 2018) on the check stub of each administrative fee paid hereunder.

The check shall be mailed to:

Oklahoma Office of Management and Enterprise Services  
Accounts Receivable  
5005 North Lincoln Boulevard  
Oklahoma City, Oklahoma 73105

**B.11. Contract Usage Reporting Requirements**

**B.11.1.** The Supplier shall submit to the Oklahoma Office of Management and Enterprise Services, Central Purchasing Division, the following quarterly contract usage reporting of Acquisitions made under the terms of this Contract:

Contract Usage reports identifying, for the applicable quarter, each acquisition and the appropriate procuring entity and corresponding dollar amounts of products purchased by all purchasers under the terms of this contract, plus grand totals including but not limited to State Government Entities and Affiliates (Counties, Cities, Schools, Hospitals, and Municipalities)

Item detail usage reports identifying, for the applicable quarter, the following information:

- a) Procuring Entity
- b) Order Date
- c) Purchase Order/P-Card #
- d) Invoice Date
- e) Invoice #
- f) Manufacturer
- g) Manufacturer Item #
- h) Product Description
- i) Product Category
- j) Quantity
- k) Unit MSRP/List Price
- l) Unit Contract Price
- m) Extended Price
- n) Other contract usage information requested by the State

**B.11.2.** Reports shall be submitted quarterly regardless of quantity. All usage reports shall be delivered electronically to [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov) within forty-five (45) calendar days of the end of each of the following quarterly reporting periods:

- 1st Quarter: January 1 through March 31: Usage report and contract management fee due by May 15
- 2nd Quarter: April 1 through June 30: Usage report and contract management fee due by August 15
- 3rd Quarter: July 1 through September 30: Usage report and contract management fee due by November 15
- 4th Quarter: October 1 through December 31: Usage report and contract management fee due by February 15

**B.11.3.** Failure to provide usage reports required hereunder may result in a whole or partial cancellation or suspension of this contract. The Supplier shall notify the Strategic Sourcing Analyst ([strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov)) prior to any delay in providing any usage report or remittance.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Overview**

- C.1.1.** The Office of Management and Enterprise Services (OMES) - Central Purchasing Division (CP) is charged with developing statewide contracts that has been competitively solicited for the best possible pricing, percentage discount off pricing, or both based on high volume purchasing of Garbage Trucks. Multi-unit discounts are encouraged. This contract's main purchasing entity will be cities, counties, and municipalities.

### **C.2. Scope**

- C.2.1.** 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.2.2.** The State of Oklahoma has determined that the best pricing structure for this type of contract is a percentage off of the current dated manufacturer's catalog, price list with a copy of the catalog pricing page, or price list to be made available to the supplier at the time of order.

### **C.3. Authorized Representative**

- C.3.1.** 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 must be submitted with the response.
- C.3.2.** If the Manufacturer is responding to this solicitation, then the Bidder should must submit a list of authorized dealers, distributors or service representatives located in the State of Oklahoma (See Attachment B). This is to include the manufacture's product line. The State has final decision over which dealers will be designated for use by agencies.
  - C.3.2.1.** Manufacturers responding must include a listing of Distributors/Dealers for the State of Oklahoma. Bidder must complete Attachment B with the following information:
    - a.) Name of business
    - b.) Address
    - c.) Contact name
    - d.) Phone number
    - e.) Email address of point of contact

### **C.4. 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) Supplier certifies by submission of a response that all required Oklahoma Motor Vehicle Commission licenses are in place and current, (if required for this contract) and copies of all such licenses shall be submitted with the Response. It is the Supplier'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 Supplier 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.5. Insurance**

- C.5.1.** Prior to the commencement of this contract, the Supplier performing warranty service and maintenance shall obtain and keep in full coverage and effect until the termination of this contract, insurance coverage with an insurance company licensed and qualified under the laws of Oklahoma. Documentation of proof of insurance shall be submitted with Response.
- C.5.2.** 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:
  - a.) Worker's Compensation Insurance and employer's liability insurance sufficient to cover Supplier's employees as required by the State of Oklahoma.
  - b.) Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
  - c.) Commercial Automobile Insurance, hired and non-owned.
  - d.) Garage keepers Liability Insurance.
  - e.) Commercial Property Coverage.

**C.6. Parts Warranty**

**C.6.1.** Suppliers must provide any buy-back, trade-in, or exchange policy concerning repair parts sold to Government Entities, or Suppliers must acknowledge they do not have parts warranty available.

**C.6.1.1.** Supplier shall correct ordering errors without further cost to the purchasing entity.

**C.6.1.2.** A copy of the warranty shall be included for replacement parts purchased.

**C.7. Training**

**C.7.1.** Supplier is to provide their training opportunities for the equipment they are bidding with their response to this solicitation

**C.8. Value Added Products**

**C.8.1.** Bidder may provide product list and pricing for vehicles and equipment that have not been previously described; however, the Bidder believes will meet the needs of the State and the specifications of this solicitation.

**C.8.2.** Bidders may provide multiple unit discounts. Please see Attachment A.

**C.8.3.** Repair facilities that will perform the warranty work of items on contract shall be identified on Attachment C.

## **D. EVALUATION**

### **D.1. Evaluation and Award**

**D.1.1.** Bids shall be awarded based on “best value” evaluations.

**D.1.2.** The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

### **D.2. Proposal Clarification Questions**

The State reserves the right, at its sole discretion, to request clarifications of technical Bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. The clarification shall not alter or supplement the Bid.

### **D.3. Selection Criteria**

The evaluation criteria include the following:

**D.3.1.** Point-by-Point response to the Solicitation

**D.3.2.** Exceptions taken

**D.3.3.** Pricing

**D.3.4.** Multiple Unit Discount Preference

### **D.4. Evaluation Process**

**D.4.1.** Determination of Solicitation Responsiveness

A responsive Bid is a Bid that meets all the following Solicitation requirements:

**D.4.1.1.** Responding Bidder Information Sheet complete (Form 076)

**D.4.1.2.** Certification for Competitive Bid and Contract (Non-Collusion Certification) complete (Form 004)

**D.4.1.3.** Amendments, if issued, are acknowledged. (Form 011)

**D.4.1.4.** Product Pricing Sheet submitted (Attachment A)

**D.4.1.5.** Manufactures Authorized Dealers (Attachment B)

**D.4.1.6.** Warranty Repair Facilities submitted (Attachment C)

**D.4.2.** Evaluation of Bid

The technical section of the Bid is evaluated based on the Solicitation Specifications (Section C).

**D.4.3.** Evaluation of Cost

Cost comparisons are performed

**D.4.4.** Demonstrations

If desired by the evaluation committee, the Bidder may be required to provide product/services demonstrations.

**D.4.5.** Best Value Evaluation of Product/Services

The award of Contract pursuant to this Solicitation to a Bidder is based upon which Bidder best meets the needs of the State.

The State reserves the right to negotiate with one or more Bidders, at any point during the evaluation and may negotiate any and all content of the Bid.

**D.4.6.** Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team, and to respond to any and all questions regarding the Bid if requested by the State prior to award.



## **E. INSTRUCTIONS TO BIDDER**

### **E.1. Introduction**

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous Solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this Solicitation can be altered only by written Amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contract.

### **E.2. Preparation of Bid**

**E.2.1.** Any usage amounts specified are estimates only and are not guaranteed to be purchased.

**E.2.2.** Information shall be entered on the form provided or a copy thereof.

### **E.3. Submission of Bid**

**E.3.1.** All Bids must be submitted to OMES-Central Purchasing to the attention of the Contracting Officer as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. Bidder's failure to submit required information may cause its Bid to be rejected.

**E.3.2.** The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.

**E.3.3.** Each Bidder must submit **one (1)** electronic copy of their response on thumb drive. This will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. Each Bid must be submitted in a single sealed envelope, package or container.

**E.3.4.** The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package or container. The Solicitation number and response due date and time must appear on the face of the single envelope, package, or container.

**E.3.5.** Bids shall be in strict conformity with Instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.

**E.3.6.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)" OMES Form 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.

**E.3.7.** All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and other statutory laws and regulations as applicable.

**E.3.8.** By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.

**E.3.9.** If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error 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 this Solicitation, these exceptions must be clearly and prominently stated in the Bid.

**E.3.10.** Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous Solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

### **E.4. Bid Change**

If the Bidder needs to change a Bid prior to the Solicitation closing date and time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. Solicitation number and Solicitation closing date and time must appear on the face of the single envelope, package or container.

### **E.5. Solicitation Amendments**

**E.5.1.** If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If

forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.

- E.5.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.
- E.5.3.** It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

#### **E.6. Proprietary and/or Confidential**

- E.6.1.** Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State Purchasing Director shall make the final decision as to whether the separately submitted information is confidential.
- E.6.2.** If the State Purchasing Director does not acknowledge the information as confidential, OMES- Central Purchasing will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

#### **E.7. Oklahoma Open Records Act**

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State Purchasing Director of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State Purchasing Director shall continue to be considered confidential.

#### **E.8. Communications Concerning Solicitation**

The procurement specialist listed on the cover page of this Solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this Solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

#### **E.9. Administrative Review**

Bidders who believe Solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than **May 31, 2018 at 3:00 P.M. Central Time**. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to this Solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

#### **E.10. General Solicitation Questions**

Bidder may submit general questions concerning the Specifications of this Solicitation. All questions and answers regarding this Solicitation shall be sent to the Procurement Specialist on the cover page of this Solicitation.

- E.10.1.** Questions received via any other means will not be addressed.
- E.10.2.** When posing questions, every effort should be made to:
  - E.10.2.1.** Be concise
  - E.10.2.2.** Include section references, when possible; and
  - E.10.2.3.** Avoid use of tables or special formatting (use simple lists).
  - E.10.2.4.** These questions shall be answered in the form of an amendment and posted on the OMES- Central Purchasing website. Bidders are advised that any questions received after **June 07, 2018 at 3:00 P.M. Central Time** shall not be answered.

#### **E.11. P-Cards**

The State of Oklahoma has issued payment cards to most State Entities. The current P-Card contract holder utilizes VISA. Affiliates may use Purchase Orders or Procurement cards.

If awarded a contract, will your company accept the State of Oklahoma approved purchase card:

Yes ☐ No ☐ (check one)

#### **E.12. Electronic Funds Transfer (EFT)**

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract, will your company accept payment for invoices from the State by EFT?

Yes ☐ No ☐ (check one)

#### **E.13. Bid Deliverables**

All Bids should be tabbed by section.

Note: Bid deliverables are to be submitted in electronic copy only on a thumb drive in machine-readable format.

##### **E.13.1. Section One – Introduction**

**E.13.1.1.** Letter of Introduction

**E.13.1.2.** Completed "Responding Bidder Information" OMES Form 076

**E.13.1.3.** Completed "Certification for Competitive Bid and Contract" OMES Form 004

**E.13.1.4.** Insurance (Workman's Compensation Insurance, Comprehensive General Liability Insurance, Commercial Automobile Insurance, Garage Keepers Liability Insurance, Commercial Property Coverage Insurance)

**E.13.1.5.** Signed Amendment(s), if any

**E.13.1.6.** Any exceptions to Solicitation terms and conditions.

##### **E.13.2. Section Two – Company Information**

Bidder must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation activity to report.

##### **E.13.3. Section Three – Response to Specifications**

Provide detailed response to specifications/requirements in this Solicitation.

Attachments B and C should be included in Section three (if applicable).

Note: Bidders may submit electronic brochures for the equipment offered. These will be requested throughout the life of the contract by the purchasing entity and by the Procurement Specialist in charge of maintaining this contract. Information submitted will be placed on OMES- Central Purchasing's website along with all pertinent contract documents.

##### **E.13.4. Section Four – Bidder Agreements**

Bidder shall provide any required maintenance, service agreements and any other similar applicable agreements.

Note: Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder's original Bid shall not be considered.

##### **E.13.5. Section Five – Pricing**

All information relating to costs must be sent on Attachment A.

Bidders may submit pricing already figured with the discount, but must provide the percentage discount used to figure the pricing.

#### **E.14. Notice of Award**

A notice of award in the form of a purchase order or other contract documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding contract.

#### **E.15. Invoices**

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

**E.15.1.** Purchase order number, if applicable.

- E.15.2.** Make, model, and VIN of equipment.
- E.15.3.** Name of government entity.
- E.15.4.** Description of equipment purchased, warranty services performed, and/or parts, material, and supplies provided.
- E.15.5.** 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.
- E.15.6.** 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.
- E.15.7.** Name of company who provided the products/services.
- E.15.8.** Payment remittance address.
- E.15.9.** Each dealer/manufacturee who is awarded a contract as a result of this Solicitation shall be the only office authorized to receive orders, invoices, and receive payments. 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.

#### **E.16. Quotes**

Government Entities, who will be buying from this contract, will be expected to provide their accounting offices with a quote or quote reference date at the time they prepare their payment method. This quote will clearly state the Price Book/Catalog Number and Date. The quote will reference the Statewide Contract number being used for the purchase. All set up charges, testing, and freight charges are to be included in the quote as separate line items.

## **F. CHECKLIST**

- 1.) Worker's Compensation Insurance
- 2.) Employer's liability insurance sufficient to cover Supplier's employees as required by the State of Oklahoma
- 3.) Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage
- 4.) Commercial Automobile Insurance, hired and non-owned
- 5.) Garage keepers Liability Insurance
- 6.) Commercial Property Coverage
- 7.) All return of merchandise policies
- 8.) Warranty Information including value added offers such as an extended warranty for purchasers of this contract.
- 9.) Any value-added offers
- 10.) Training plan offered with sales
- 11.) A current, dated, and signed letter of authorization from the manufacturer, if a dealer.
- 12.) Copy of Oklahoma Motor Vehicle Commission license, if applicable to the products you sell.
- 13.) Copy of Certificate of Good Standing (If required to be registered with the Secretary of State of Oklahoma)
- 14.) Responding Bidder Information Sheet complete (Form 076)
- 15.) Certification for Competitive Bid and Contract (Non-Collusion Certification) complete (Form 004)
- 16.) Amendments, if issued, are acknowledged (Form 011)
- 17.) Product Pricing Sheet (Attachment A)
- 18.) If a manufacturer submitting a response, a list of certified dealers within the State of Oklahoma authorized to sell and service your products (Attachment B)
- 19.) Warranty Repair Facilities (Attachment C)

## **G. PRICE AND COST**

The State of Oklahoma is requesting pricing for garbage trucks. The pricing matrix is a percentage off the manufacturer's list price. If the manufacturer does not produce a list price, then use the base price with the discount figured in. Bidders may submit actual pricing schedules for their equipment with the percentage discount already figured, the discount must be clearly stated along with the pricing minus the discount. Bidders should provide the current manufacturer's price list used as a basis for the pricing schedules if Bid is submitted for pricing with the discount already figured in. Product Pricing Sheet (Attachment A) has been provided in Microsoft Excel.

### **G.1. Price Adjustments**

- G.1.1.** The Participating Addendum's effective date or the contract's implementation date will be considered the "starting point" of the contract and will 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 made). The various manufacturers update their pricing throughout the year, and at different times during the year. Therefore, awardees may propose pricing changes at time of renewal; however, the discounts provided by the Supplier can be increased during the contract period at any time. All requested decreases of discounts must be mutually agreed upon by the State and Supplier.
- G.1.2.** Any savings resulting from a local, state, or federal rebate discount (i.e. electric vehicle, CNG, etc.) will be passed on to the purchasing entity.
- G.1.3.** 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.
- G.1.4.** Suppliers must include information concerning their return policy and any special added value considerations.

### **G.2. Allowable Charges**

- G.2.1.** Freight, shipping and set-up fees.
- G.2.2.** Delivery is to be FOB destination (of purchaser) freight collect.
- G.2.3.** Freight, shipping and handling costs and set-up fees paid by the purchaser are to be annotated on the quote and invoice as a separate line item.
- G.2.4.** 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
- G.2.5.** Allied and incidental items requested by the purchaser to comply with state or other government regulations are allowed. 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".

### **G.3. Discontinued Products**

- G.3.1.** Supplier must notify Central Purchasing's Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models.



# VENDOR/PAYEE FORM

**Agency:** OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

**DO NOT use this form for:**

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency **MUST** first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

**AGENCY SECTION** (To be completed by state agency representative):

State agency should email completed and signed form to [vendor.form@omes.ok.gov](mailto:vendor.form@omes.ok.gov) or fax to 405-522-3663.

**VENDOR/PAYEE SECTION** (To be completed by vendor/payee)

*Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.*

<b>Agency Name</b>		<b>Contact Name</b>	
<b>Phone #</b>	<b>Fax #</b>	<b>Email</b>	
<b>Agency Request To</b> – Please select all applicable request types			
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID _____	
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address # _____	PeopleSoft Location # _____
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____
<input type="checkbox"/> Other	Explain _____		
<b>Vendor 1099 Reportable Status</b>	<b>Attention Paying Agency:</b> Please check the <b>Add</b> box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the <b>Remove</b> box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:		
<input type="checkbox"/> <b>Add:</b>	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 - Other Income
<input type="checkbox"/> <b>Remove:</b>	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney		

## W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

<b>Payee Information:</b> Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.			
<b>Name</b>	<b>Contact Name</b>		
Payee Legal Name for Business, Individual or Government Entity as filed with IRS		<b>Contact Title</b>	
<b>DBA Name</b>	<b>Phone #</b>		
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name		<b>Fax #</b>	
<b>Tax Identification Number (TIN) and Type:</b>		<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)	
<b>Business Address</b> -- Please provide primary business address as filed with the U.S. Internal Revenue Service			
<b>Address</b>	<b>City</b>		
<b>State</b>	<b>Zip+4</b>	<b>Remittance Email</b>	
<b>Optional Addresses</b> – Please select address type as applicable			
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing <input type="checkbox"/> Returning <input type="checkbox"/> Mailing <input type="checkbox"/> Other:
<b>Address</b>	<b>City</b>		
<b>State</b>	<b>Zip+4</b>	<b>Remittance Email</b>	
<b>Financial Registration:</b> Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.			
<b>Name</b>	<b>Title</b>	<b>Email</b>	

## SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

### U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) \_\_\_\_\_ If none, but applied for, date applied \_\_\_\_\_

U.S. Social Security Number (SSN) \_\_\_\_\_ If none, but applied for, date applied \_\_\_\_\_

### Entity Filing Classification:

☐ Domestic (U.S.) Sole Proprietor or Individual ☐ Domestic (U.S.) Partnership ☐ Domestic (U.S.) Corporation Type: \_\_\_\_\_

☐ Limited Liability Company Type: \_\_\_\_\_ Disregarded Entity: ☐ YES ☐ NO

☐ Domestic (U.S.) Other Explain: \_\_\_\_\_

☐ Foreign (Non-U.S.) Sole Proprietor\* ☐ Foreign (Non-U.S.) Partnership\* ☐ Foreign (Non-U.S.) Corporation\* Type: \_\_\_\_\_

☐ Foreign (Non-U.S.) Other\* Explain: \_\_\_\_\_

### FOREIGN VENDOR INSTRUCTIONS:

### \* ADDITIONAL DOCUMENTATION IS REQUIRED.

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/fw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

\_\_\_\_\_  
Signature of Vendor Representative or Individual Payee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of individual signing form for company

\_\_\_\_\_  
Vendor/Payee (Must be the same as Payee Name from page 1)



**Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)**

<input type="checkbox"/> <b>1 - RENTS</b> 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> <b>1- RENTS (continued)</b> 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles  <input type="checkbox"/> <b>2 – ROYALTIES</b> 553170 Royalties	<input type="checkbox"/> <b>3 – OTHER INCOME</b> 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> <b>6 - MEDICAL &amp; HEALTH CARE PAYMENTS</b> 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> <b>7 - NON-EMPLOYEE COMPENSATION</b> 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends ("Incentive" payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> <b>14 - GROSS PROCEEDS TO AN ATTORNEY</b> 553180 Settlements – Paid To/Thru Attorney		