



Solicitation Cover Page

1. Solicitation #: 0900000330

2. Solicitation Issue Date: 07/13/2018

3. Brief Description of Requirement:

Vehicle Repair and Maintenance – Automotive/Medium & Heavy Duty Trucks

This is a supplemental solicitation to provide needed coverage throughout the State. The existing contract award(s) shall remain in place.

QUESTIONS DUE: July 27, 2018, 3:00P.M.

4. Response Due Date¹: August 14, 2018

Time: 3:00PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address:

Office of Management and
Enterprise Services
Central Purchasing
5005 N. Lincoln Blvd., Suite 200
Oklahoma City, 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: Joseph Farani

Phone: (405) 522-5161

Email: joseph.farani@omes.ok.gov

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

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

TABLE OF CONTENTS

A. GENERAL PROVISIONS 2

B. SPECIAL PROVISIONS..... 9

C. SOLICITATION SPECIFICATIONS 12

D. EVALUATION..... 20

E. INSTRUCTIONS TO SUPPLIER 21

F. CHECKLIST 22

G. PRICE AND COST 22

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, ITB, 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.** Each bidder must submit one (1) electronic copy on a thumb drive. The thumb drive shall be marked as 'original' and will be considered the official response in evaluating the bids, Open Records Requests, and protest resolution.
- 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.

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., 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 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.13. Rejection of Bid

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

A.14. Award of Contract

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

A.15. Contract Modification

- A.15.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.15.2.** 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.16. Delivery, Inspection and Acceptance

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The 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.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.17. Invoicing and Payment

- A.17.1.** 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.17.2.** State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.17.3.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.4.** 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.17.5.** 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.18. Tax Exemption

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

A.19. Audit and Records Clause

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful 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.20. Non-Appropriation Clause

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

A.21. Choice of Law

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

A.22. Choice of Venue

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

A.23. Termination for Cause

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

A.24. Termination for Convenience

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract

termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

- A.24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful 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.26. Employment Relationship

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

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

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

A.28. Compliance with Applicable Laws

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

A.29. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Contract Term, Renewal and Extension Option

- B.1.1.** The initial contract period shall begin on the effective date and shall extend through One (1) Year (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.
- 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 shall be two (2) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- 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) then current products pricing and price discounts offered by Supplier; and c) then 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.1.5.** The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. 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 and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- B.1.6.** In the alternative, the State Purchasing Director reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.2. Type of Contract

This is an indefinite quantity contract. Services outlined in this contract shall be performed on an as-needed basis.

B.3. Contract Priority

This is a non-mandatory statewide contract that covers the requirements during the specified period for all State Departments, Boards, Commissions, Agencies, and Institutions.

B.4. Multi-Award

This shall be a multiple award contract that allows state agencies to obtain vehicle repair services from any supplier issued an award resulting from this solicitation and subsequent contract. Contracts shall be established with vehicle repair facilities capable of performing both warranty and non-warranty vehicle repair work.

B.5. Authorized Users

Responses shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts, Higher Education, Tribal Governments, and Municipalities may avail themselves of the contract subject to the approval of the successful supplier(s).

B.6. Ordering

Any supplies and/or services to be furnished under this contract may be ordered by issuance of written purchase orders or by State Fleet Card by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

B.7. State and Federal Taxes

Purchases by the State are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.

B.8. 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 successive 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.9. Bid Conformity

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

B.10. Oral Agreements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

B.11. Notice of Award

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

B.12. Contractor Invoices

The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a bid shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the ITB, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.

B.12.1. Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.

B.12.2. If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of Management and Enterprise Services for a copy of the regulations.

B.12.3. (d) In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

B.13. Warranty

The Successful supplier agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

B.14. Contract Management Fee

As empowered by State Statue 74 O.S. §85.33 A , the Office of Management and Enterprise Services imposes, and Suppliers agree to pay a contract management fee in the sum of one (1) % of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Supplier, to OMES, Central Purchasing Division within 45 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract quarterly reporting periods". To ensure the payment is credited properly, the supplier must identify the check as a "contract management fee", the contract number and the quarter reporting.

B.14.1. The check should be mailed to:

Office of Management and Enterprise Services
ATTENTION: Accounts Receivable
5005 N. Lincoln Boulevard Suite 200
Oklahoma City, OK 73105

B.14.2. The Contract Management Fee is not to be considered an add-on fee to the agency, but is to be included within the cost and discount percentage provided with the Suppliers response to this solicitation.

B.14.3. Contract quarterly reporting periods for management fees shall be as follows:

| Reporting Quarter | Due Date |
|-------------------------------|-----------------|
| January 1 through March 31 | May 15th |
| April 1 through June 30 | August 15th |
| July 1 through September 30 | November 15th |
| October 1 through December 31 | February 15th |

B.15. Contract Usage Reporting Requirements.

Contractor's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.

The Contract Usage Report will be sent, electronically (format: .XLS) and regardless of quantity, within 45 calendar days upon completion of the quarterly reporting period to:

B.15.1. Strategic.Sourcing@omes.ok.gov

B.15.2. Failure to provide usage reports shall result in cancellation or suspension of contract.

B.15.3. Contract quarterly periods for usage reports shall be as follows:

| Reporting Quarter | Due Date |
|-------------------------------|-----------------|
| January 1 through March 31 | May 15th |
| April 1 through June 30 | August 15th |
| July 1 through September 30 | November 15th |
| October 1 through December 31 | February 15th |

B.16. Energy Conservation

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

B.17. Subcontractor

The successful supplier shall be responsible for subcontractor payments and contract performance, to the extent of the services to be performed by subcontractors. Payments to sub-contractors shall not rely upon receiving payments from the State. The successful supplier is required to have substantially financial stability to support their business operations.

B.18. Conflict of Interest

The Invitation to Bid hereunder is subject to the provisions of the Oklahoma Statutes. All suppliers must disclose within the bid the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies. Further, all suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

B.19. Patents and Royalties

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

B.20. Required Delivery

Delivery shall be made as ordered by the agency.

B.21. Product Availability

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

B.22. State Fleet Fuel Card

Successful supplier must accept the State of Oklahoma Fleet card as a payment method for State Agencies. Level 3 transaction reporting may be required which provides in detail the service and parts associated with the transaction. Acceptance of the State of Oklahoma Purchase Card is required and failure to accept the card may be cause for rejection of your bid.

C. SOLICITATION SPECIFICATIONS

C.1. Purpose

The intent of this solicitation is to establish a contract with vehicle repair facilities to provide statewide vehicle repair services for vehicles (automobiles, passenger trucks, and medium to heavy duty trucks) owned by State Agencies within Oklahoma. There is a need to have multiple locations across the state with the ability to repair vehicles without the agency taking the vehicle long distances for repairs. When a repair is deemed necessary, the agency will be able to access the closest repair facility from a list of supplier awarded contracts.

C.2. Background

- C.2.1.** The Office of Management and Enterprise Services (OMES) has the primary responsibility and oversight of developing statewide contracts for efficiency of providing services to state agencies. State agencies own vehicles used for conducting state business that require maintenance and services. Vehicles are located throughout the State of Oklahoma.
- C.2.2.** The state-owned vehicles may be comprised of but not limited to Chrysler/Dodge/Plymouth, Ford, General Motors, and Honda brands of various models and age.
- C.2.3.** The state-owned medium duty trucks between 25,500 to 66,000 lbs. and heavy duty trucks may be comprised of but not limited to International, Kenworth, Mack, Sterling, Volvo, Freightliner, GMC, Ford, Chevrolet, Peterbilt, Crane, Western Star and other brands that may not be listed of various models and age.

C.3. Additional Provisions

- C.3.1.** This shall be a multiple award contract that allows state agencies to obtain vehicle repair services from any contractor issued an award resulting from this solicitation and subsequent contract.
- C.3.2.** This shall be a firm fixed price contract for diagnostic charges, labor cost with a percentage discount off list price for vehicle parts.
- C.3.3.** Services outlined in this contract shall be performed on an as-needed basis.
- C.3.4.** The State does not guarantee any dollar value or specify quantity of vehicle for repairs. Service requirement shall be determined by actual need.
- C.3.5.** State agencies shall pay for repair work performed on vehicles owned by the State of Oklahoma.

C.4. Scope of Work

The State of Oklahoma is seeking responsible contractors to provide vehicle repair services.

- C.4.1.** Contract shall be established with vehicle repair facilities capable of performing both warranty and non-warranty vehicle repair work.

C.5. Type of Services

The State is issuing this ITB for the following Automotive Services:

C.5.1. Maintenance and Repair of Brand Vehicles

Services and Repairs may include, but not limited to the following:

C.5.1.1. Level "A" Service

- C.5.1.1.1.** Replace engine oil and filter;
- C.5.1.1.2.** Lubricate chassis and universal joints, and CV joints, if applicable;
- C.5.1.1.3.** Check and fill all fluids to proper levels, to include: transmission, differentials, power steering, brake, windshield washer, radiator coolant, battery and 4-wheel drive transfer case;
- C.5.1.1.4.** Check tire condition and pressure, rotate and balance, if necessary, and check spare;
- C.5.1.1.5.** Check for proper operation of the following: windshield wiper and washer, all lights and reflectors, horn, heater and air conditioner, emergency brake and radio;
- C.5.1.1.6.** Check for fluid leaks.

C.5.1.2. Level "B" Service

- C.5.1.2.1.** All Level A services;
- C.5.1.2.2.** Minor tune and filters to include replace PCV valve and clean/protect battery terminal ends, replace air filter and breather elements, replace fuel filter;
- C.5.1.2.3.** Check engine;
- C.5.1.2.4.** Check brakes;
- C.5.1.2.5.** Check shocks;
- C.5.1.2.6.** For rear drive vehicles, check front wheel bearings and for front drive vehicle check drive axle boots.

C.5.1.3. Level "C" Service

C.5.1.3.1.All Level "A" Services;

C.5.1.3.2.Service Transmission;

C.5.1.3.3.Replace all belts.

C.5.1.4. Additional Services

C.5.1.4.1.Inspect for wear, proper operation, leaks and note defects on service report and report defects to OMES Fleet Management to include; engine, air filter, breather element, drive belts (including serpentine), undercarriage, exhaust system, lights and turn signals;

C.5.1.4.2.Engine diagnostic, drive ability problems, and repairs;

C.5.1.4.3.Drive train problems, transmission, differential, and repairs;

C.5.1.4.4.Air conditioning and related problems, and repairs;

C.5.1.4.5.Electrical problems and repairs;

C.5.1.4.6.Front end and 4-wheel alignment.

C.5.2. Vehicle Glass/Windshield Service Replacement and Repair

C.5.2.1. The contractor shall have the trained personnel, glass inventory, facilities, and equipment/materials/supplies necessary to perform services specified in this contract.

C.5.2.2. Contractor's responsibility

C.5.2.2.1.The contractor shall furnish all necessary supervision, labor, tools, equipment, parts, materials, supplies and transportation required to perform the services specified in this contract.

C.5.2.2.2.The contractor shall provide only qualified personnel, certified and trained in the performance of automotive glass repair/replacement services.

C.5.2.2.3.Technicians performing automotive glass repair/replacement services on State vehicles shall be certified with the National Glass Association (NGA) as an Auto Glass Technician (CAGT) and/or Master Auto Glass Technician (CMAGT).

C.5.2.2.4.Documentation must be provided with bid response that will validate the glass technicians performing repairs on state vehicles are currently certified with the NGA.

C.5.2.3. Removal of broken/cracked glass, replacing with new glass and seals, and adjust lubricate, as necessary, for proper operation shall be included in the labor solicitation price.

C.5.2.3.1.The contractor shall be responsible for removing and disposing as debris resulting from glass repair/replacement services.

C.5.2.3.2.All disposals shall be carried out in accordance with all applicable local, state and federal regulations.

C.5.2.3.3.The contractor shall not utilize owner's on-site trash bin for disposal of debris resulting from glass repair/replacement services.

C.5.2.3.4.After the completion of each new automotive glass installation, the new glass shall be free of leaks, cracks, chips, wind noise and be air and water tight.

C.5.2.3.5.All door glass replacement shall be capable of being easily rolled up and down by its mechanism.

C.5.2.3.6.The cost for glass replacement service including requirement of special tools, installation kits and special materials necessary to perform service shall be included in the glass replacement solicitation price.

C.5.2.3.7.Broken glass and related debris shall be vacuumed from vehicle interior. Windows shall be cleaned and excess sealer shall be removed.

C.5.2.4. The contractor shall maintain mobile units capable of providing on-site glass repair and replacement services.

C.5.2.5. All glass repair/replacement services shall be performed during the hours of 7:30am – 4:30 pm on-site within 24 hours of telephone notification at state locations.

C.5.2.6. Any person on-site performing automotive glass repair/replacement services shall be in identifiable uniform, proper identification and a marked vehicle.

C.5.2.6.1.The contractor must be capable of providing automotive glass repair/replacement services for multiple locations throughout the State of Oklahoma.

C.5.2.7. Glass Requirements

- C.5.2.7.1.**Automotive glass furnished under this contract should be original factory installed glass. If available and acceptable to the end user Aftermarket glass is acceptable.
- C.5.2.7.2.**Glass products shall meet the requirement of ANSI/SAE Z26.1 as required by Federal Motor Vehicle Safety Standards No. 205.
- C.5.2.7.3.**Curved laminated glass shall be used for windshield(s).
- C.5.2.7.4.**Tempered automotive glass shall be used for all other replacement(s).
- C.5.2.7.5.**Full cut urethane insulation shall be used to prevent glass fallout during roll overs and airbag discharges.

C.5.2.8. Code/Regulations for Windshield Repairs

- C.5.2.8.1.**ANSI/NWRA/ROLAGS 001-2014
- C.5.2.8.2.**ANSI: American National Standards Institute, Inc.
- C.5.2.8.3.**NWRA: National Windshield Repair Association
- C.5.2.8.4.**ROLAGS: Repair of Laminated Automotive Glass Standards
- C.5.2.8.5.**AGRSS - Covers installation of windshields - Automotive Glass Replacement Safety Standard

C.5.2.9. Warranty

- C.5.2.9.1.**The contractor warrants that all articles, materials, parts supplied, and services performed shall be equal to or exceed the original equipment manufacturer's warranty requirements.
- C.5.2.9.2.**The contractor shall state the terms and conditions of guarantees and/or warranties for both services performed and parts supplied for automotive glass repair/replacement work.

List warranties for:

Labor: _____

Parts: _____

- C.5.2.9.3.**The contractor warrants that all articles, materials, parts supplied, and services performed shall be free from defect in materials and workmanship, are installed properly and in accordance with the manufacturer's recommendations.
- C.5.2.9.4.**Work performed not meeting specifications, or found to be defective, shall not be accepted. The contractor shall be required to make repairs or corrections at no additional cost to the State.

- C.5.2.10.** Vehicles that remain in the contractor's possession overnight or for extended periods of time shall be stored in a safe and secure location for protection from theft and other environmental dangers.

C.5.3. Transmission Service Replacement and Repair

C.5.3.1. Work Requirements

- C.5.3.1.1.**The contract shall be for complete installation including the transmission, torque converter, fluids and labor.
- C.5.3.1.2.**Transmissions shall include converters.
- C.5.3.1.3.** Re-Manufactured or rebuilt transmissions will include all manufacturer updates and modifications for that transmission.
- C.5.3.1.4.**Re-Manufactured transmissions will perform to OEM specifications and contain all new OEM or equivalent parts. The transmission housing may be used.
- C.5.3.1.5.**Rebuilt transmissions will contain a new rebuild kit and other new or used parts as necessary to repair the transmission to OEM specifications.
- C.5.3.1.6.**The vendor must be able to provide accurate diagnostic service and repair for all component parts as needed including any testing and repairs to any electronic system or component associated with the transmission or exchange transmissions including removing old transmission from vehicle and installing and adjustment of rebuilt transmission.

C.5.3.2. Vendor Responsibility

- C.5.3.2.1.**The Vendor shall provide trained, certified personnel, supervision, tools, equipment, parts, materials, supplies and necessary transportation required to perform the services specified in this contract. Documentation must be provided with solicitation response that will validate certification.

C.5.3.2.2. The Vendor certifies that, at the time of entering into the contract, it has currently in effect all necessary licenses, certifications, approvals and permits as required by the State Of Oklahoma to properly perform the services covered by this contract.

C.5.3.2.3. The Vendor shall be responsible for complying with all OSHA regulations. The Vendor shall bear full responsibility for personnel training and safety.

C.5.3.2.4. The Vendor shall be responsible for ensuring all employees have a legal right to live and work in the United States. Upon request from Agencies, the Vendor shall provide a copy of the Birth Certificate, Certificate of Naturalization, Immigration Card or Special Entry Permit. In addition, employee compensation must meet all applicable requirements of the Fair Labor Standards Act and Federal minimum wage laws.

C.5.3.2.5. All Personnel employed by the Vendor shall be identifiable by uniform and proper identification.

C.5.3.3. Inspection and Quality Reporting

C.5.3.3.1. The vendor shall provide all warranties covering transmission, parts, removal and labor.

C.5.3.3.2. Warranties shall include mileage and age limits and specify any exceptions or limitations.

C.5.3.3.3. The minimum warranty for re-manufactured transmissions shall be one (1) year or 12,000 miles.

C.5.3.3.4. The minimum warranty for rebuilt transmissions shall be six (6) months or 6,000 miles.

C.5.3.3.5. Agency shall inspect the completed process. If the work performed does not meet specifications or is found to be defective, the Agency shall not accept the work as performed and the Vendor shall be required to make repairs or corrections at no additional cost to the State.

C.5.3.4. Delivery

C.5.3.4.1. The State Agency will deliver vehicles to the Vendor's location and pick them up when the service is completed.

C.5.3.4.2. The cost of the repair work will include transmission, torque converter, fluids, labor and installation. Transmissions and converters will be priced as one unit.

C.5.4. Paint and Body Repair

C.5.4.1. Work Requirements

C.5.4.1.1. All phases of body repair, including frame straightening, re-upholstering and repair, painting and alignment

C.5.4.1.1.1. Repair major and minor wrecks.

C.5.4.1.1.2. Recondition equipment

C.5.4.1.1.3. Dent, scrape and scratch removal

C.5.4.1.1.4. Frame and body component repair

C.5.4.1.1.5. Re-priming and painting

C.5.4.1.1.6. Undercarriage and suspension rebuilding

C.5.4.1.1.7. Painting of vehicles

C.5.4.1.1.8. Upholstering

C.5.4.1.2. Supplemental repairs not originally identified on work estimates must be approved by the agency prior to the actual work being performed.

C.5.4.1.3. The vendor may subcontract repairs performed under this contract.

C.5.4.1.4. All parts used to repair the vehicles covered under the contract shall equal the original equipment manufacturers specifications. The agency reserves the right to supply their own parts or specify a specific brand or type of repair parts.

C.5.4.2. Vendor Responsibility

C.5.4.2.1. The Vendor shall provide trained, certified personnel, supervision, tools, equipment, parts, materials, and supplies required to perform the services specified in this contract. Documentation must be provided with the response that will validate certification.

C.5.4.2.2. Warranties shall include length of coverage for serviceability, paint, and assembly and shall specify any exceptions or limitations.

C.5.4.3. Delivery

C.5.4.3.1. The vendor shall pick up all vehicles from State Agency locations and deliver to the vendor repair location. Upon completion of the repair the vendor will deliver the vehicle back to the State Agency location.

C.5.5. Vehicle Detail

C.5.5.1. Work Requirements

C.5.5.1.1. The contractor shall furnish all necessary supervision, trained personnel, communication tools, equipment, cleaning supplies and other accessories required to perform the services.

C.5.5.1.2. The contractor shall provide a permanent fixed-site facility where vehicle detailing services shall be performed.

C.5.5.1.3. Vehicle detailing services shall be completed within a twenty-four (24) hour turnaround time.

C.5.5.1.4. Vehicle detailing services not meeting specifications or found unsatisfactory, shall not be accepted. The contractor shall be required to make corrections and/or repeat services at no additional cost to the State.

C.5.5.2. Below categorizes the type of services the contractor shall be required to perform in providing vehicle detailing services.

C.5.5.2.1. Complete Detail

C.5.5.2.1.1. Complete detail shall include waxing and/or compounding the exterior of the vehicle. The appearance of the vehicle shall be returned as close as possible to the original factory condition.

C.5.5.2.1.2. Exterior surface detailing shall include all outer parts of the vehicle. This includes windows surfaces, hood, top, sides, rear deck, tires, wheels, rims, and fenders. Clean and dress wheels, paint wheels as necessary. Clean undercarriage. Excess water shall be removed from vehicle. Remove all road tar and oils residue. Interior cleaning shall include the dashboard, console, steering wheel, back and front seats, door panels, window surfaces, ashtrays, mirror, plexiglass partition (where applicable), vacuuming of interior floor (to include under seats and cleaning of floor mats), shampoo and dressing, including carpets, seats and headliner, remove all spots, stains and dirt from front and rear seats and remove any trash or litter. Interior cleaning of vans and wagons includes rear storage portion of vehicle. Clean trunk area. Clean engine and paint, when necessary.

C.5.5.2.2. Exterior Detail

C.5.5.2.2.1. Exterior detail shall include waxing and/or compounding the outer parts of the vehicle. The appearance of vehicle shall be returned as close as possible to the original factory condition. This includes window surfaces, hood, top, sides, rear deck, tires, wheels, rims, and fenders. Clean and dress wheels, paint wheels as necessary. Clean undercarriage. Excess water shall be removed from vehicle. Remove all road tar and oil residue.

C.5.5.2.3. Interior Detail

C.5.5.2.3.1. Interior cleaning shall include the dashboard, console, steering wheel, back and front seats, door panels, window surfaces, ashtrays, mirror, plexiglass partition (where applicable), vacuuming of interior floor (to include under seats and cleaning of floor mats), shampoo and dressing, including carpets, seats and headliner, remove all spots, stains and dirt from front and rear seats and remove any trash or litter. Interior cleaning of vans and wagons including rear storage portion of vehicle. Clean trunk area. Clean engine and paint when necessary

C.5.5.2.4. Shampoo carpet only

C.5.5.2.5. Decal removal

C.5.5.2.5.1. This is for the removal of a State applied decal. Do not remove original factory decal(s). The contractor shall be notified which decal(s) to be removed.

C.5.5.3. Delivery

C.5.5.3.1. Only individuals with a valid driver's license to operate a vehicle in the State of Oklahoma shall be permitted to transport vehicles owned and/or maintained by DCS Fleet Management Division.

C.5.5.3.2. Contractor's personnel are required to possess identification cards. Upon the request of the agency the contractor's personnel shall be able to present their identification card showing they are an employee of the contractor.

C.5.5.3.3. The pick-up and delivery of vehicles for detailing shall be determined by the State Agency.

C.6. Vendor's Responsibility (ALL SERVICES):

C.6.1. Authorization

No work shall be performed without prior authorization from the Agency contact person. Work performed without such authorization shall be done at no cost to the State. All vehicle repair services shall be authorized by the Agency contacts provided in the contract.

C.6.2. Prior to Repair

Before actual repair work begins, ownership of the vehicle(s) shall be established.

C.6.2.1. The contractor shall ensure the vehicles in need of repair belongs to the agency requesting the service;

C.6.2.2. The following information shall be provided in order to determine ownership of vehicle(s) requiring repair services:

C.6.2.2.1. Name of Driver

C.6.2.2.2. Name of agency and division in which the driver is employed;

C.6.2.2.3. Make, Model, and VIN of vehicle;

C.6.2.2.4. Agency vehicle control number.

C.6.3. Estimate

Once vehicle ownership has been established, the contractor shall provide a written estimate of the repair work and fax the written estimate to the attention of the agency contact person.

C.6.3.1. The written estimate shall be itemized, to include all cost associated with the repair of the vehicle.

C.6.3.2. The contractor shall obtain authorization from the agency contact person prior to performing any work. Vehicle drivers are not authorized to approve any repair work to be performed.

C.6.3.3. Work performed shall not exceed the original estimate without the prior approval of the agency contact person.

C.6.3.4. The contractor shall not perform warranty repairs unless the vehicle repair facility is certified by the vehicle manufacturer of the vehicle requiring work. Repairs made which are covered by a warranty will not be paid by the state agency.

C.6.4. Subcontracting

The contractor shall retain total responsibility of all vehicle repair work performed on state vehicles. If the contractor elects to sub-contract, the state agency shall only communicate with and make payment to the party awarded the contract.

C.6.5. Storage

Vehicles that remain in the contractor's possession overnight and for an extended period shall be stored in a safe and secure location for protection from theft and environmental dangers.

C.6.6. Care of State Property

The contract shall be responsible for the proper care and custody of any state owned vehicle in the contractor's possession. The contractor shall assume full responsibility for damage to state owned property caused by contractor's employees or equipment. The contractor shall reimburse the State for such property loss or damage caused by the contractor.

C.6.7. Invoices

Upon completion of repair work, the final repair bill shall be faxed to the agency contact person. Invoices shall include a detailed breakdown of all charges to be paid.

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

C.6.7.1. Supplier's Name

C.6.7.2. Agency/Division Name and Address

C.6.7.3. Purchase Order Number

C.6.7.4. Vehicle make/model

C.6.7.5. Vehicle Identification Number (VIN)

C.6.7.6. Reason for repair.

C.6.7.7. Detailed labor hours

C.6.7.8. Description of repairs performed

C.6.7.9. All costs associated with the repair.

C.6.7.10. Payment remittance address;

- C.6.7.11.** Payment made by State agencies shall be made by the procurement card that is issued by the State Fleet credit card in order to provide for tracking of maintenance. Other entities may use Purchase Orders or Procurement cards.
- C.6.8. Capability**
- C.6.8.1.** The contractor shall have the capability and capacity in all respects to fulfill requirements outlined in this solicitation.
- C.6.8.2.** The contractor shall have a full service automotive maintenance repair facility where vehicle repair work will be performed. Provide the physical address where vehicle repair work will be performed (See Section F – checklist – **Attachment A**).
- C.6.8.3.** The vendors selected to perform the services outlined in this solicitation shall furnish all necessary supervision, labor, equipment, tools, parts, materials and supplies needed for vehicle repair work
- C.6.9. Labor Rates/Hours**
Supplier shall provide the price list/time guide to be used when calculating the labor rates and the number of hours required to make repairs in your response.
- C.6.10. Personnel**
- C.6.10.1.** All persons utilized in the performance of this contract shall be employees of the contractor and be fully qualified to perform the work required. Vehicle repair work shall be performed by ASE certified or factory trained automotive service technicians.
- C.6.10.2.** All personnel utilized in the performance of this contract shall speak fluent English, and be physically and mentally qualified to perform the services outlined in this contract.
- C.6.10.3.** The Supplier shall be responsible for ensuring all employees have a legal right to live and work in the United States. Upon request from an agency, the Supplier shall provide a copy of the Birth Certificate, Certificate of Naturalization, Immigration Card or Special Entry Permit. In addition, employee compensation must meet all applicable requirements of the Fair Labor Standards Act and Federal minimum wage laws.
- C.6.10.4.** Vehicle repair facilities shall be certified by the Vehicle manufacturer to perform warranty work for vehicles covered under a manufacturer warranty.
- C.6.10.5.** All Personnel employed by the Supplier shall be identifiable by uniform and proper identification.
- C.6.11. Warranty**
- C.6.11.1.** All services performed and parts/materials supplied shall meet or exceed original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the agency contact person prior to installation.
- C.6.11.2.** All parts and labor shall be guaranteed for at least 12 months or 12,000 miles, even if the contract has expired or been cancelled less than 30 days after completion of work.
- C.6.11.3.** 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 state agency.
- C.6.12. Certifications/Licenses**
- C.6.12.1.** The contractor certifies that, at the time of entering into this contract, it has currently in effect all necessary licenses, certifications, approvals, permits and all requisite documentation required by the State of Oklahoma to perform the services covered by this contract.
- C.6.12.2.** Upon request, the contractor shall provide a copy of the Material Safety Data Sheet to OMES Central Purchasing Division on all products used in the performance of this contract.
- C.6.12.3.** The Supplier shall be responsible for complying with all OSHA regulations. The supplier shall bear full responsibility for personnel training and safety.
- C.6.13. Insurance**
- C.6.13.1.** Prior to the commencement of this contract, the contractor 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.6.13.2.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover contractor's employees as required by the State of Oklahoma. (This is also a solicitation requirement and supplier is required to provide proof with your response.)
- C.6.13.3.** The contractor shall obtain and maintain insurance coverage in an amount not less than \$500,000.00 at all times during the entire term of this contract. The following types of risks shall be covered in the contractor policy:
- C.6.13.4. Comprehensive General Liability Insurance**
- C.6.13.4.1.1.** Product/Completed Operations
- C.6.13.4.1.2.** Premises Operations

- C.6.14.** Inspection
- C.6.14.1.** Agencies shall inspect the completed process. If the work performed does not meet specifications or is found to be defective, the Agency shall not accept the work as performed and the Vendor shall be required to make repairs or corrections at no additional cost to the State.

D. EVALUATION

D.1. This contract will be awarded by the lowest and best bidder method. Contracts shall be awarded to responsible and responsive suppliers, who meet or exceed the requirements specified in this solicitation.

D.1.1. The State may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

D.2. Evaluation factors will include:

D.2.1. Cost for Automotive Repair Services;

D.2.1.1. Labor Rate: Hourly rate for labor required to make necessary repairs

D.2.1.2. Parts: Price quoted for parts shall be list price, less a percentage discount.

D.2.1.3. Diagnostic Charge; Cost for determining the malfunction of the vehicle in the event the state agency decides not to repair the vehicle

D.3. Competitive Negotiations of Offers

The State reserves the right to negotiate with one, selected, all or none of the Bidders 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 material to an award decision or that may mitigate the State's risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

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:

D.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.2. Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the Bid 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 Bid.

D.3.4. The requirements of this Solicitation 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.

D.3.5. BEST and FINAL – The State may request best and final Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

E. INSTRUCTIONS TO SUPPLIER

E.1. Explanation to Suppliers

Suppliers who need clarification shall contact the Central Purchasing contracting officer shown on the ITB. Oral explanations or instructions given before bid opening will not be binding. Any information given a supplier concerning a solicitation will be provided promptly to all other suppliers as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other suppliers.

E.2. Clarification Questions

E.2.1. All Inquiries must be submitted in the form of questions or requests for clarification. Such questions or requests for clarification must be submitted in writing via e-mail to: joseph.farani@omes.ok.gov and received by the contracting officer on or before 3:00 P.M. Central Time on **July 27, 2018**. Questions must reference the identifying solicitation number.

E.3. Administrative Review

E.3.1. 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 3:00 P.M. Central Time on **July 20, 2018**. 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.4. Amendments to ITB

E.4.1. If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

E.4.2. Suppliers shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment. Central Purchasing must receive the acknowledgement by the opening time and date specified for receipt of bids.

E.5. Preparation of Bids.

E.5.1. Each bidder must submit one (1) electronic copy on a thumb drive. The thumb drive shall be marked as 'original' and will be considered the official response in evaluating the bid, Open Records Requests, and protest resolution.

E.5.2. Faxed or emailed responses will NOT be accepted.

E.5.3. Suppliers are not required to be all-inclusive in their capability in order to perform services on this contract. Therefore, suppliers responding to this ITB are not expected to quote on all services requested.

E.5.4. If Supplier wishes to propose "all or none" this must be clearly shown on the bid.

E.5.5. Suppliers should only quote on the specific service or services you offer according to the requirements stated within this document. Suppliers are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the supplier's risk.

E.5.6. All costs related to the preparation of this solicitation and any related activities are the sole responsibility of the supplier. OMES Central Purchasing division assumes no liability for any cost incurred by the supplier in the preparation of their solicitation response.

E.5.7. Unit price shall be entered on the form provided or a copy thereof.

E.5.8. The State reserves the right to accept by item, groups of items or by the total bid.

E.5.9. The State may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

E.6. P-Cards

If awarded a contract, will your company accept purchase cards including but not limited to VISA and MasterCard:
Yes ☐ No ☐ (check one)

E.7. 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.8. Bid Compliance.

E.8.1. The state reserves the right to reject any bid that does not comply with the requirements and specifications of the ITB. A bid shall be rejected when the supplier imposes terms or conditions that would modify requirements of the ITB or limit the supplier's liability to the State.

F. CHECKLIST

F.1. The Bidder must take the responsibility to complete:

- F.1.1.** OMES Form CP 076 – Responding Bidder Information
- F.1.2.** OMES Form CP 004 – Certification for Competitive Bid and/or Contract
- F.1.3.** OMES Form CP 011 – Amendment(s) (If applicable)
- F.1.4.** Location of Auto or Truck Repair Shops – **Attachment A**
- F.1.5.** Supplier Questionnaire – **Attachment B**
- F.1.6.** Pricing sheet – **Attachment C**

G. PRICE AND COST

G.1. Pricing must be submitted using **Attachment C.**

**ATTACHMENT A
LOCATION OF AUTO OR TRUCK REPAIR SHOPS**

LOCATION 1

NAME OF COMPANY:

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

CONTACT NAME: _____

PHONE: _____ **FAX:** _____

LOCATION 2

NAME OF COMPANY:

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

CONTACT NAME: _____

PHONE: _____ **FAX:** _____

LOCATION 3

NAME OF COMPANY:

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

CONTACT NAME: _____

PHONE: _____ **FAX:** _____

LOCATION 4

NAME OF COMPANY:

ADDRESS: _____

CITY: _____ **STATE:** _____ **ZIP CODE:** _____

CONTACT NAME: _____

PHONE: _____ **FAX:** _____

IF SUPPLIER HAS MORE THAN FOUR LOCATIONS, PLEASE DUPLICATE THIS PAGE AND ATTACH TO YOUR RESPONSE.

**ATTACHMENT B
SUPPLIER QUESTIONNAIRE**

Surrounding Counties you can service:

(If you have multiple locations please attach a separate sheet with the same information as above.)

Please list the brands of equipment that you are able to service and the publication used for pricing the hourly labor rate:

Which of the brands are you factory authorized from the manufacturer to work on?

Please list the brands of parts that you are able to provide:

Which of the brands of parts you are factory authorized to sell?

Lead Time for service (see C.17 Delivery Schedule) (i.e. within 24 hours of service or parts request):

ATTACHMENT C PRICING

C.1. AUTOMOBILE REPAIR AND MAINTENANCE

Pricing shall include all costs associated with auto repair services.

AUTOMOBILE REPAIR SERVICES, LABOR RATE:

| | |
|---------------|----|
| Year 1 | \$ |
| Option Year 1 | \$ |
| Option Year 2 | \$ |
| Option Year 3 | \$ |

PARTS, AT LIST PRICE, LESS A PERCENTAGE DISCOUNT:

| | |
|---------------|---|
| Year 1 | % |
| Option Year 1 | % |
| Option Year 2 | % |
| Option Year 3 | % |

COST FOR TROUBLE SHOOTING OR DIAGNOSTIC CHARGE:

| | |
|---------------|----|
| Year 1 | \$ |
| Option Year 1 | \$ |
| Option Year 2 | \$ |
| Option Year 3 | \$ |

Name of publication(s) used for determining labor rates and labor hour:

ATTACHMENT C PRICING

C.2. MEDIUM AND HEAVY DUTY TRUCK REPAIR AND MAINTENANCE

This Section is for suppliers who can repair Medium and Heavy Duty Trucks. Automotive Repair Shops DO NOT need to fill in this Section.

REPAIR SERVICES, LABOR RATE:

| | |
|----------------------|-----------|
| Year 1 | \$ |
| Option Year 1 | \$ |
| Option Year 2 | \$ |
| Option Year 3 | \$ |

PARTS, AT LIST PRICE, LESS A PERCENTAGE DISCOUNT:

| | |
|----------------------|----------|
| Year 1 | % |
| Option Year 1 | % |
| Option Year 2 | % |
| Option Year 3 | % |

COST FOR TROUBLE SHOOTING OR DIAGNOSTIC CHARGE:

| | |
|----------------------|-----------|
| Year 1 | \$ |
| Option Year 1 | \$ |
| Option Year 2 | \$ |
| Option Year 3 | \$ |

Name of publication(s) used for determining labor rates and labor hour:

ATTACHMENT C PRICING

C.3. GLASS/WINDSHIELD SERVICE/REPLACEMENT/REPAIR

Pricing shall include all necessary supervision, labor, tools, equipment, parts, materials, supplies and transportation required to perform the services.

GLASS/WINDSHIELD REPLACEMENT SERVICES, LABOR RATE:

| | |
|----------------------|----|
| Year 1 | \$ |
| Option Year 1 | \$ |
| Option Year 2 | \$ |
| Option Year 3 | \$ |

PARTS, AT LIST PRICE, LESS A PERCENTAGE DISCOUNT:

| | |
|----------------------|---|
| Year 1 | % |
| Option Year 1 | % |
| Option Year 2 | % |
| Option Year 3 | % |

WINDSHIELD REPAIR SERVICE:

1ST CRACK - ROCK DING WITH NO MORE THAN 1' CRACK FROM POINT TO POINT TO IMPACT

| | | |
|----------------------|----|-----------------------|
| Year 1 | \$ | per occurrence |
| Option Year 1 | \$ | per occurrence |
| Option Year 2 | \$ | per occurrence |
| Option Year 3 | \$ | per occurrence |

EACH ADDITIONAL CRACK – ROCK DING WITH NO MORE THAN 1' CRACK RADIATING FROM POINT TO POINT

| | | |
|----------------------|----|-----------------------|
| Year 1 | \$ | per occurrence |
| Option Year 1 | \$ | per occurrence |
| Option Year 2 | \$ | per occurrence |
| Option Year 3 | \$ | per occurrence |

1ST CRACK – CRACK SIZE GREATER THAN 1' FROM EACH SIDE OF POINT OF IMPACT AND LESS THAN 6' TOTAL

| | | |
|----------------------|----|-----------------------|
| Year 1 | \$ | per occurrence |
| Option Year 1 | \$ | per occurrence |
| Option Year 2 | \$ | per occurrence |
| Option Year 3 | \$ | per occurrence |

EACH ADDITIONAL CRACK – GREATER THAN 1" FROM SIDE OF POINT OF IMPACT AND LESS THAN 6' TOTAL

| | | |
|----------------------|----|-----------------------|
| Year 1 | \$ | per occurrence |
| Option Year 1 | \$ | per occurrence |
| Option Year 2 | \$ | per occurrence |
| Option Year 3 | \$ | per occurrence |

ATTACHMENT C PRICING

C.4. TRANSMISSION SERVICE, REPLACEMENT AND REPAIR PRICING

Pricing shall be in the form of a discount from "List price". The pricing shall include all costs; re-manufacturing, rebuilding and installation of transmissions with converters, fluids and all trained personnel, supervision, tools, equipment, parts, materials, supplies and necessary transportation required to perform the services specified in this contract.

LABOR RATE PER HOUR:

| | |
|----------------------|-----------|
| Year 1 | \$ |
| Option Year 1 | \$ |
| Option Year 2 | \$ |
| Option Year 3 | \$ |

PARTS, AT LIST PRICE LESS PERCENTAGE DISCOUNT:

| | |
|----------------------|----------|
| Year 1 | % |
| Option Year 1 | % |
| Option Year 2 | % |
| Option Year 3 | % |

Do the services meet specifications? ____Yes ____No

Vendor Remarks:

ATTACHMENT C PRICING

C.5. PAINT AND BODY PRICING

LABOR RATE PER HOUR:

| | |
|---------------|----|
| Year 1 | \$ |
| Option Year 1 | \$ |
| Option Year 2 | \$ |
| Option Year 3 | \$ |

UNIBODY AND FRAME REPAIR RATE PER HOUR:

| | |
|---------------|----|
| Year 1 | \$ |
| Option Year 1 | \$ |
| Option Year 2 | \$ |
| Option Year 3 | \$ |

PARTS PRICING SHALL BE IN THE FORM OF A DISCOUNT FROM LIST PRICE

| | |
|---------------|---|
| Year 1 | % |
| Option Year 1 | % |
| Option Year 2 | % |
| Option Year 3 | % |

Specify cost list used, i.e.: Wholesale, Retail, Distributor, etc.

ATTACHMENT C PRICING

C.6. UPHOLSTERING

Upholstering services including repair or replace seats and/or trim.

LABOR RATE PER HOUR:

| | |
|---------------|----|
| Year 1 | \$ |
| Option Year 1 | \$ |
| Option Year 2 | \$ |
| Option Year 3 | \$ |

Specify cost list used, i.e.: Wholesale, Retail, Distributor, etc.

C.7. PAINT - Paint Charges (Entire Vehicle)

Sale cars and utility i.e., Expeditions, Broncos, Tahoe's, etc. One Color Fill 7 holes (Maximum) Machine sand ships and scratches.

| | |
|---------------|----|
| Year 1 | \$ |
| Option Year 1 | \$ |
| Option Year 2 | \$ |
| Option Year 3 | \$ |

Reissue cars and utility vehicles. One Color. Fill 7 holes (Maximum) machine sand chips and scratches.

| | |
|---------------|----|
| Year 1 | \$ |
| Option Year 1 | \$ |
| Option Year 2 | \$ |
| Option Year 3 | \$ |

Reissue cars and utility vehicles. One Color. Fill 7 holes (Maximum) machine sand chips and scratches.
Add paint door jams.

| | |
|---------------|----|
| Year 1 | \$ |
| Option Year 1 | \$ |
| Option Year 2 | \$ |
| Option Year 3 | \$ |

ATTACHMENT C PRICING

C.8. VEHICLE DETAIL PRICING

Supplier shall provide pricing for each vehicle detail services listed for each vehicle category.

| Year 1 | Complete Detail | Exterior Detail | Interior Detail | Shampoo Carpet Only | Removal of Decals |
|-------------------|-----------------|-----------------|-----------------|---------------------|-------------------|
| Cars | \$ | \$ | \$ | \$ | \$ |
| Mini Vans | \$ | \$ | \$ | \$ | \$ |
| Full Size Van | \$ | \$ | \$ | \$ | \$ |
| Truck up to 1 ton | \$ | \$ | \$ | \$ | \$ |
| Truck over 1 ton | \$ | \$ | \$ | \$ | \$ |

| Option Year 1 | Complete Detail | Exterior Detail | Interior Detail | Shampoo Carpet Only | Removal of Decals |
|-------------------|-----------------|-----------------|-----------------|---------------------|-------------------|
| Cars | \$ | \$ | \$ | \$ | \$ |
| Mini Vans | \$ | \$ | \$ | \$ | \$ |
| Full Size Van | \$ | \$ | \$ | \$ | \$ |
| Truck up to 1 ton | \$ | \$ | \$ | \$ | \$ |
| Truck over 1 ton | \$ | \$ | \$ | \$ | \$ |

| Option Year 2 | Complete Detail | Exterior Detail | Interior Detail | Shampoo Carpet Only | Removal of Decals |
|-------------------|-----------------|-----------------|-----------------|---------------------|-------------------|
| Cars | \$ | \$ | \$ | \$ | \$ |
| Mini Vans | \$ | \$ | \$ | \$ | \$ |
| Full Size Van | \$ | \$ | \$ | \$ | \$ |
| Truck up to 1 ton | \$ | \$ | \$ | \$ | \$ |
| Truck over 1 ton | \$ | \$ | \$ | \$ | \$ |

| Option Year 3 | Complete Detail | Exterior Detail | Interior Detail | Shampoo Carpet Only | Removal of Decals |
|-------------------|-----------------|-----------------|-----------------|---------------------|-------------------|
| Cars | \$ | \$ | \$ | \$ | \$ |
| Mini Vans | \$ | \$ | \$ | \$ | \$ |
| Full Size Van | \$ | \$ | \$ | \$ | \$ |
| Truck up to 1 ton | \$ | \$ | \$ | \$ | \$ |
| Truck over 1 ton | \$ | \$ | \$ | \$ | \$ |



Responding Bidder Information

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

1. RE: Solicitation # 0900000330

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



**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 Agency Number: 090

Solicitation or Purchase Order #: 0900000330

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



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 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.

| | | | | | | | |
|---|---|---|--|-----------------------------|---|--|--|
| Agency Name | | | | Contact Name | | | |
| Phone # | | Fax # | | Email | | | |
| Agency Request To – 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 _____ | | | | | | |
| Vendor 1099 Reportable Status | Attention Paying Agency: Please check the Add 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 Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor: | | | | | | |
| <input type="checkbox"/> Add: | <input type="checkbox"/> 1 - Rents | | <input type="checkbox"/> 2 - Royalties | | <input type="checkbox"/> 3 – Other Income | | |
| <input type="checkbox"/> Remove: | <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 | | | | | | |

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.

| | | | | | | | | |
|--|------------------------------------|-----------------------------------|----------------------------------|------------------------------------|----------------------------------|---------------------------------|--------------|---|
| Payee Information: 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. | | | | | | | | |
| Name | | | | | Contact Name | | | |
| Payee Legal Name for Business, Individual or Government Entity as filed with IRS | | | | | Contact Title | | | |
| DBA Name | | | | | Phone # | | | |
| Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name | | | | | Fax # | | | |
| Tax Identification Number (TIN) and Type: | | | | | | | | <input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN) |
| Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service | | | | | | | | |
| Address | | | | | City | | | |
| State | | Zip+4 | | Remittance Email | | | | |
| Optional Addresses – 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: | | |
| Address | | | | | City | | | |
| State | | Zip+4 | | Remittance Email | | | | |
| Financial Registration: 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. | | | | | | | | |
| Name | | | | Title | | | Email | |

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: _____

LLC Disregarded Entity: ☐ YES ☐ NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

☐ Domestic (U.S.) Other Explain: _____

☐ Foreign (Non-U.S.) Sole Proprietor or Individual* ☐ Foreign (Non-U.S.) Partnership* ☐ Foreign (Non-U.S.) 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/iw8.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/iw8ben.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/iw8bene.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/iw8eci.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/iw8exp.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/iw8imy.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.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

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"/> 1 - RENTS 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"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties | <input type="checkbox"/> 3 – OTHER INCOME 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"/> 6 - MEDICAL & HEALTH CARE PAYMENTS <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 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 </td> <td style="width: 50%; vertical-align: top;"> 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) </td> </tr> </table> | | | 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) |
| 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"/> 7 - NON-EMPLOYEE COMPENSATION <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 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 </td> <td style="width: 50%; vertical-align: top;"> 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 Purchase of Land Improvements 545210 CIP (Construction in Progress) – 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 </td> </tr> </table> | | | 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 Purchase of Land Improvements 545210 CIP (Construction in Progress) – 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 |
| 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 Purchase of Land Improvements 545210 CIP (Construction in Progress) – 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"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney | | | | |