Solicitation Cover Page

1. **Solicitation #:** **0900000344**

2. **Solicitation Issue Date:** **08-17-2018**

Brief Description of Requirement:

MRO – Maintenance, Repair and Operations – Tools

One Category out of Nine

Questions Deadline: 08-31-2018

4. **Response Due Date**[1]**:** **09-20-2018** **Time**: **3:00 PM** CST/CDT

5. **Issued By and RETURN SEALED BID TO**[2]**:**

U.S. Postal Delivery Address: **5005 N Lincoln**
Suite 300
: **Oklahoma City, OK 73105**

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

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

7. **Contracting Officer**:

Name: Lisa Bradley
Phone: 405-522-4480
Email: Lisa.Bradley@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

Responding Bidder Information

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

1. **RE: Solicitation #** 09000000344– SW817 - Tools Supplies

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: ____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit[1]:**

☐ 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: *StateWide* Agency Number: *XX*

Solicitation or Purchase Order #: 09000000344

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	

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;

A.1.2. “Addendum” means a written restatement of or modification to a Contract Document executed by the Supplier and State.

A.1.3. ”Bid” means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;

A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;

A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and

A.1.6. ”Supplier” or “vendor” means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.

A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.

A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

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

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

A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.

A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

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

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

By submitting a response to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

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

A.7. Open Bid / Open Record

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

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

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

A.8. Late Bids

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

A.9. Legal Contract

A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

A.9.2.1. Any Addendum to the Contract;

A.9.2.2. Purchase order, as amended by Change Order (if applicable);

A.9.2.3. Solicitation, as amended (if applicable); and

A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

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

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

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

A.13. Negotiations

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

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

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

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

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

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

A.15. Award of Contract

A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.

A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: https://www.ok.gov/dcs/vendors/index.php .

A.16. Contract Modification

A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.

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

A.17. Delivery, Inspection and Acceptance

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

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

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

A.18. Invoicing and Payment

A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.

A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.

A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.

A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

A.20.1. As used in this clause, “records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

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

A.27. Employment Relationship

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

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

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

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Contract Period

B.1.1. The initial contract period is for twelve (12) month period commencing Date of Award through one year. The contract may be renewed for up to four (4) additional one year option periods; with the caveat that State agencies may not make any funding obligations beyond a twelve month period.

B.1.2. Contract Renewal: Exercise of the renewal option is at the State's sole discretion and shall be conditioned, at a minimum, on the Bidder(s)' performance of this Contract and subject to the availability of funds. The State, if it desires to exercise its renewal option, will provide written notice to the Bidder(s) no later than thirty (30) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the State choose to renew this Contract.

B.2. Extension of Contract

B.2.1. The State may extend the term of this contract up to 120 day intervals if mutually agreed upon by both parties in writing.

B.3. Mandatory Nature of Contract

B.3.1. The contract resulting from this procurement will be considered mandatory use for MRO purchases by all State Agencies. The contract will not be mandatory for products that are found on other mandatory contracts or for any products distributed by State Use vendors. In addition, Authorized Users will be permitted to buy product from off-contract vendors during emergency, as defined per State statute.

B.4. Type of Contract

B.4.1. This contract is for an indefinite delivery and indefinite quantity for the Bidder applied

B.4.2. In the best interest of the State, the State reserves the right to add additional suppliers and or product categories at any time to ensure complete coverage to authorized users

B.5. Authorized Users.

B.5.1. Proposals shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities and other public bodies may avail themselves of the contract subject to the approval of the successful vendor(s). Each purchasing entity will place orders directly with the winning Bidder(s).

CHECK APPROPRIATE BLOCK

_____ Yes, proposal permits usage by other than State Agencies

_____ No, proposal permits usage by State Agencies only

B.6. State Purchase Card

B.6.1. The State currently has a VISA card to enable selected State employees to purchase needed goods and services using a State of Oklahoma purchasing card. The State prefers that the successful Bidder will accept this purchasing card as a form of payment. There shall be no additional cost to a requesting entity for use of purchasing cards as a payment method.

B.6.2. Acceptance of the State of Oklahoma Purchase Card (P-Card) requires that no charges be posted to the P-Card prior to the shipping of goods. Only the total of goods shipped may be charged to the P-Card upon shipping. All back-ordered goods cannot be charged until received by the supplier and shipped to the State of Oklahoma end user. Upon shipment, an itemized invoice must be emailed to the order requestor within two (2) business days of the charge.

SIGNATURE OF ACCEPTANCE: _____ DATE: _____

Name:

_____

B.7. Ordering

B.7.1. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders by State agencies and authorized entities or by the use of Oklahoma's P-card program which is currently with Visa. Ordering methods are further described in Section C.5.2.8. There is no limit on the number of purchase orders 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.8. Gratuities.

B.8.1. The right of the successful bidder to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful bidder, 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. Warranty.

B.9.1. The Successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the Bidder 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.10. Contract Management Fee

B.10.1. 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.10.2. The contract management fee check should be sent to:

Office of Management and Enterprise Services

Attention: Accounts Receivable

5005 N Lincoln Boulevard

Oklahoma City, OK 73105

B.11. Contract Usage Reporting Requirements

B.11.1. Bidder'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.

B.11.2. 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.11.2.1. Strategic.Sourcing@omes.ok.gov

B.11.3. Contract quarterly reporting periods for management fees and usage reports shall be as follows:

Reporting Quarter	Due Date
January 1 through March 31.	May 15th
April 1 through June 30	August 14th
July 1 through September 30	November 14th
October 1 through December 31	February 14th

B.11.4. Failure to provide contract management fees and usage reports shall result in cancellation or suspension of contract.

B.12. Price Adjustments.

B.12.1. Prices from Tier 1 are to remain firm during the first six (6) months of the contract. After that date, if there has been an industry-wide price increase bidders may request an increase in prices. Price increases may be requested twice each year. Pricing changes must be submitted 30 days prior to the date of the effective change and must be approved by the contracting officer. Documentation from the manufacturer/distributor and a detailed item listing with price change suggestions must be submitted. Any increase will not affect any orders issued prior to the effective approval date of any price changes. Bidder's failures to promptly notify the State of any price decreases shall result in the cancellation of their contract. No price reduction may be offered to an agency unless that reduction is offered to all agencies.

B.12.2. All adjustments shall reflect the contract base unit price (which is the final contracted price for the first year) and for any subsequent year

B.12.3. The Contracting Officer will make the final decision on completeness of the documentation and whether to approve the price adjustments.

B.13. News Releases

B.13.1. The successful Bidder is not permitted to issue any news releases pertaining to any aspect of the services provided under this contract without prior written consent of the Oklahoma State Purchasing Director. Failure to adhere to this requirement may result in termination of the contract resulting from this solicitation.

B.14. Limited Contact

B.14.1. **Pursuant to 580:16-7-30(e)** The State Purchasing Director may limit contact regarding a solicitation between bidders and agency personnel during the solicitation process. The limitation of contact may be described in the solicitation. All communication between bidders and agency personnel regarding a solicitation shall be documented and filed in the acquisition file.

B.14.2. All questions and communications shall to be directed to the contracting officer.

C. SOLICITATION SPECIFICATIONS

C.1. Introduction

C.1.1. The State of Oklahoma expects to purchase an estimated $10 million on MRO supplies annually. The categories of MRO Supplies are:

1. Construction Supplies
2. Electrical
3. General Maintenance
4. HVAC
5. Janitorial
6. Lighting
7. Paint
8. Plumbing
9. Tools

C.1.2. A separate RFP and has been created to address each category. All Bidders may compete in one or all of the categories. The intention is to allow Bidders which specialize in a certain category to respond competitively in their area of expertise.

C.1.3. Certain items generally considered MRO which are currently covered by other mandatory statewide contracts will be considered out of scope of this procurement effort.

C.1.4. The State expects substantial savings opportunities from leveraged purchasing, simplification of use by State agencies, and greater ease of administration of the contract. The State intends to establish one or more MRO contracts to satisfy the requirements of each of the products listed above.

C.1.5. Bidders are strongly encouraged to submit pricing/proposals on as many products and subcategories as possible.

C.1.6. The Contract(s) resulting from this solicitation is intended to be an instrument that can be used by all Authorized Users for the majority of their MRO supply needs. Both resellers/distributors and manufacturers are invited to respond to this RFP.

C.2. Products and Services

C.2.1. This RFP will focus on Hand and Power Tools. This will include, but not be limited to:

1. Hand tools- Hammers, Shovels, Saws, Knives
2. Power tools – Drills, Saws, Hammer Drill, Impact Driver

C.3. ACCOUNT MANAGEMENT

C.3.1. The Bidder must include the name and contact information of the individual who will be the Account Manager for the term of the Contract. The Account Manager will be responsible for operation and administration of the Contract by the Bidder. The Account Manager must respond in a timely manner and in writing unless instructed otherwise, to all information requests from the Contracting Officer.

C.3.2. The Account Manager shall, upon request attend meetings at Central Purchasing or at other sites. The Account Manager will be responsible for reports required by the contract and to serve as liaison between the Bidder and Central Purchasing and any other eligible participant. TT

C.4. Purchasing Process and Pricing

C.4.1. Authorized Users will place their own orders with the Bidder. After Contract award, Bidder will interact with Authorized Users on a day-to-day basis for specific issues relating to delivery timeliness, product quality, returns, and similar concerns. The Contracting Officer listed will be responsible for managing price changes, market basket modifications, and overall contract management, including addendums and Contract performance.

C.4.2. Each subcategory listed in Section C.2 is divided into two tiers in this RFP:

C.4.2.1. Tier 1: Market Basket (fixed price portion)

C.4.2.2. Tier 2: Discounts from manufacturer list or publicly available price lists for selected category.

C.4.3. Bidders should provide fixed pricing (Contract Pricing) including standard delivery costs for products listed in Tier 1. The State reserves the right to update the Tier 1 list of items at any time during the contract.

C.4.4. For Tier 2, Bidders are requested to provide a discount off of the list price for the subcategories listed. This discount will be applied to the list price to come up with the Contract Pricing (inclusive of Standard delivery) for Tier 2 products. Additionally, Bidders can add manufacturers or related categories to the list and offer discounts off of those percentage discounts.

C.4.5. Bidders are requested to quote an up-charge for Rush delivery as a percentage mark-up on the Contract Price. Similarly Bidders are also asked to quote a discount for In-Store Pick Up as a percentage mark-down on the Contract Price. This mark-up and mark-down will be applicable on all items. Bidders are not required to operate brick-and-mortar stores and offer in-store purchases, but in keeping with the State's search for a best-value solution, they are highly encouraged to do so.

C.4.6. **Tier 1 details:** Bidders are urged to submit proposals for at least 50% of the market basket products in any subcategory; otherwise, the State may, at its discretion, disqualify the Bidder from that subcategory. Pricing for all items on the market baskets will be fixed pricing (discount-off-list or cost-plus will not be accepted).

C.4.7. **Tier 2 details:** The discounts offered off of the list price for Tier 2 items will be held constant over the course of the contract. When requested, Bidder/Bidder will provide list price for any Tier 2 manufacturer or product group. There is a separate attachment (Attachment A-1) for Bidder to offer a blanket catalog discount from other related categories, and Bidder shall name the source of the list prices against which the discount will be calculated, and the resulting standard delivered prices.

C.4.8. Authorized Users will be permitted to purchase items from Tiers 1 and 2; The State reserves the right to update the Tier 1 list of items at any time during the contract. The State and Bidder will negotiate in good faith a fixed price for any new Tier 1 items that will be added, and item shall have better pricing than current Tier 2 pricing. The State also reserves the right to update the Tier 2 list of categories during the contract.

C.4.9. The Bidder should be able to provide a broad catalog or product offering within each sub-category that it is proposing. New price lists that are released by the Bidder, subsequent to the initial price list, may include new products, but new products will be subject to the same Tier 2 discounts for the appropriate manufacturer, product type, and subcategory.

C.5. Service Level Requirements and Expectations

Section C.5.1 lists the State's Mandatory Service Level Requirements. Bidders must indicate whether they are able to meet these service level requirements in Attachment B: Business and Technical Proposal Response Template (Mandatory Service Level Requirements). Bidders that are unable to meet any of these service level requirements shall be eliminated from consideration for an award.

Section C.5.2 lists the State's Desired Service Level Expectations. These expectations are desired by the State and the State will evaluate these responses as part of the technical/qualitative evaluation. Bidders must indicate whether they are able to meet these service level expectations in Attachment B: Business and Technical Proposal Response Template (Desired Service Level Expectations).

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

C.5.1. Mandatory Service Level Requirements

This section of the document contains Mandatory Service Level Requirements that the successful Bidder is required to meet at NO extra charge. Bidders who cannot meet Requirements C.5.1.1 through C.5.1.6 shall be qualified on the grounds of non-responsiveness.

C.5.1.1. For all products sold, Bidder must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer. If requested, Bidder must be able to identify an account number with manufacturers represented.

C.5.1.2. Each product sold will have a minimum of manufacturer's standard warranty.

C.5.1.3. Proposed pricing will remain fixed for the first six (6) months of the contract. Requests for additional increases in pricing for contract items will be limited to twice a year.

C.5.1.4. If any prices fluctuate between the time of order and delivery, Bidder shall charge the prices in effect as of the order date.

C.5.1.5. The Bidder will not invoice service fees or additional costs to the Authorized Users during the term of the contract. For instance, there will be no small order, minimum order, special order, shipping (except Rush delivery as specified in the Cost Proposal), hazardous materials, pallet, or fuel charges or surcharges.

C.5.1.6. Delivery to End Users: Authorized Users are located throughout the State, both within and outside of major metropolitan areas. Whenever possible, Authorized Users will work with Bidder to develop regular delivery schedules. All deliveries must be made on days and times acceptable to Authorized Users.

Standard orders must be delivered to end users within 15 business days after receipt of order. Special order items shall have an estimated delivery date at time of order. Rush orders to end users must be delivered next day after receipt of order.

Acceptable hours for deliveries vary by location, and some facilities do not accept palletized deliveries. It is Bidder's responsibility to determine the acceptable delivery times and packing requirements for each customer at the time the first orders are placed.

The following three requirements (sections C.5.1.7, C.5.1.8, and C.5.1.9) apply to secure facilities only (primarily within the Department of Correction):

C.5.1.7. Bidders' employees must comply with the security requirements at each facility. Authorized Users are responsible for alerting Bidder to these requirements before or while placing their first order. Bidder must comply with all security and identification procedures at each location, at no cost to Authorized Users.

Common security restrictions include:

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

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

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

C.5.1.8. Drivers who enter secure facilities must have prior approval to enter from security staff, generally involving a background check to ensure that they are not convicted felons. Bidder shall comply with any requests from the Contracting Officer to reassign a driver from a delivery route, whether or not the driver has passed the background check. At some facilities, trucks will be searched prior to entry and exit, causing up to a 30 minute delay each way.

C.5.1.9. At most secure facilities, drivers cannot have any weapons (including jack knives or box cutters), cell phones, pagers, drugs, tobacco products or any item deemed to be potential contraband. Correctional officers can hold these items for drivers at the delivery sally-port and return them as the driver exits the grounds. Any illegal items will not be returned.

C.5.2. Desirable Service Level Expectations

This section of the document contains Desirable Service Level Expectations that the Bidder is expected to perform at NO extra charge. All Mandatory Requirements listed in Section C.5.1 supersede the Desirable Service Level Expectations listed below. Bidders are required to indicate any inability to provide the Desirable Service Level Expectations by indicating as such in Attachment B Business and Technical Proposal Response Template (Desired Service Level Expectations). In addition, Bidders are required to propose alternatives to Desirable Service Level Expectations that cannot be met.

C.5.2.1. Response Time: The Bidder should respond to all communications no later than one business day. Bidder's failure to respond within one business day may result in a documented performance complaint

C.5.2.2. Fill Rate: The Bidder should maintain a Fill Rate of 98%. The fill rate will be calculated by each Facility, by dividing the number of line items delivered on time by the number of line items ordered for delivery during that month and multiplying the result by 100 to arrive at the percent (%) fill rate.

C.5.2.3. Invoice Accuracy: The Bidder should strive to achieve invoice accuracy of 100% as measured by SKUs ordered.

C.5.2.4. Delivery Standards: Bidder should make deliveries on dates and times acceptable to Authorized Users. If a regular delivery day falls on a State holiday, Authorized Users and Bidder may determine an alternate date.

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

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

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

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

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

C.5.2.5. Palletized Delivery Requirements: Some facilities do not accept palletized deliveries. Others have size restrictions or maximum height requirements. Authorized Users will alert Bidder to special requirements while or before placing their first order. Bidder should not use any State equipment, including pallet jacks, to unload deliveries.

If product(s) is on a pallet, all package labels should be visible on the outside of the pallet. Bidder should load products onto pallets putting like items together on the same pallet, heavier items on the bottom of the pallet. Fragile items should not be put on the bottom of a pallet.

Pallets of same quality may be exchanged at time of delivery. That is, pallets from previous deliveries may be returned to delivery driver. However, pallets used for current delivery may not be returned if product is not unloaded immediately, at the Authorized User's discretion.

C.5.2.6. Non-Delivery: After notification of impending short or out-of-stock items, Authorized User may cancel balance of incomplete deliveries without penalty. Authorized User may purchase shorted items that cannot be supplied by the Bidder by date required elsewhere.

C.5.2.7. Overall Customer Satisfaction: Bidder should develop a plan to conduct a quarterly survey of end-users to determine the level of customer service satisfaction experienced by Authorized Users, and should conduct such a survey upon request from the Contracting Officer. Both the raw and analyzed survey results should be provided to the Contracting Officer. The following includes some of the areas to be measured on the survey: Responsiveness, Communication, Courtesy, Competence, Effectiveness, and Overall Satisfaction.

C.5.2.8. Ordering Methods: Bidders should have a local Oklahoma telephone number or a toll free (800) number. Each Authorized User will be responsible for placing its own orders, which

may be accomplished by written purchase order, telephone, fax or computer on-line systems. The State encourages Bidders to have online ordering capabilities, such as a dedicated State website, to facilitate online orders. In the response, please include screenshots of the relevant web interface.

C.5.2.9. Payment Options: Authorized Users will pay the Bidder by check, electronic funds transfer, or with the State's authorized P-card (credit card). The State currently uses a Visa branded P-card.

C.5.2.10. Freight Policy: All shipments should be F.O.B. Destination to the specified location, with inside delivery if requested. Bidder is responsible for filing and expediting all freight claims with the carrier. The Bidder should pay title and risk of loss or damage charges.

C.5.2.11. Rush Delivery: Bidders should be able to provide Rush Delivery to Authorized Users within a 24 hour window. Explain your rush delivery capabilities in your response.

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

C.5.2.12. Shipping: The State is committed to recycling and reuse of packaging materials. Some Authorized Users may also require shrink wrapping. Authorized Users will inform Bidder of any such requirements.

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

All products should be shipped in a manner which will enable the receiving person(s) to easily check the shipment with the invoice.

C.5.2.13. Return of Product: Any materials delivered in poor condition, in excess of the amount authorized by the requisition form or not included on the requisition form or purchase order may, at the discretion of the Authorized Users, be returned to the Bidder at the Bidder's expense within 30 days. Credit for returned goods shall be made immediately once the Bidder receives the returned goods.

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

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

The Bidder should bear all shipping and insurance costs.

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

Please describe your return policy in detail.

C.5.2.14. Returns Due to User Error: Bidder should provide for return of unopened items ordered in error for up to 30 calendar days from delivery. For all returns of unopened items or returns due to user error, returns should be provided free-of-charge as long as they occur at a regularly-scheduled delivery time. Otherwise, Authorized Users should be responsible for all costs associated with the preparation of the product for shipping, and all shipping costs to the Bidder's nearest service location for such returns; no additional charges are allowed, including restocking fees.

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

C.5.2.15. Post-Order Customer Service: The Bidder should provide to all Authorized Users a single point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative should be available during standard business hours in the Central time zone, regardless of the time zone where Bidder is located. All service representatives should have access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, statewide contract pricing, contracted product

offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by email, fax, or phone (local or 800 number).

C.5.2.16. Price Verification: The Bidder should be able to provide manufacturer price lists and its own list price lists at the State's request in order for the State to verify Tier 2 pricing. The Bidder should have its own auditing system to verify that correct pricing is being offered to the State. In addition, the State reserves the right to audit Bidder records in order to identify discrepancies. If discrepancies are found, at a minimum, the Bidder will refund the State the difference and may be subject to other legal remedies.

C.5.2.17. Bidders should offer all rebates and special offers (including commercial and consumer offers) made available by the manufacturer, in addition to contracted pricing.

C.5.2.18. Quality Assurance and Warranty Guarantee: The Bidder should guarantee its products to be free from defects in materials and workmanship, given normal use and care, over a minimum of the manufacturer's warranty period. The Bidder should agree to repair and/or immediately replace without charge (including freight both ways) to Authorized Users any product or part thereof that proves to be defective or fails within the warranty period as specified.

C.5.2.19. Product Availability: The State should not allow any cancellation of Tier 1 products without an equal and acceptable replacement approved by the Contracting Officer. Bidders should communicate manufacturer's discontinuation of any products to the Contracting Officer in writing within twenty (20) business days of notification by manufacturer. In such instances, Bidders should work with the Contracting Officer to identify and implement alternative options that will maintain or reduce costs associated with the replacements. Bidders should be prepared to offer detailed quarterly reports if requested by the State, displaying removed SKUs off of Market Basket and suggested replacements. Bidders should offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement product number, description, and final price.

C.5.2.20. Notification of Back Orders: Please describe in detail your back order notification procedures.

C.5.2.21. Emergency Product Substitutions and Out-of-Stock Items: If necessary to complete a shipment on time, Bidder may request a product substitution. The product substituted should be of equal or larger quantity, equal or better quality and/or grade, at no additional cost, and the Authorized User should accept the substitution in writing (email is acceptable) prior to delivery. Invoices shall denote all items and quantities as ordered. Any shorted items shall be noted as "out-of-stock."

C.5.2.22. Receiving Procedures and Order Inspection: State personnel may inspect and verify deliveries. Products may be matched against the packing slip and order specifications. Authorized Users may identify and reconcile delivery discrepancies of quantity or quality after delivery. Product delivered will also be inspected at time of use and is subject to refusal/return for issues of quality.

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

When receiving deliveries, Authorized Users may:

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

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

C.5.2.23. Invoice Requirements: All invoices should reflect the prices and discounts established for the items on this contract for all orders placed by Authorized Users.

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

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

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

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

C.5.2.24. Complaint Resolution Procedure: The Bidder should have a robust complaint resolution procedure. Please describe in detail.

C.5.2.25. Disaster Recovery: The State expects the Bidder to have robust disaster recovery capabilities and procedures, to continue service in all aspects of its operations. Bidder shall provide a copy of such a plan in the response. A more detailed disaster/emergency plan must be completed and approved by the State within thirty (30) days of Contract award.

C.5.2.26. Catalogs: Bidder should have web based catalog(s), hard copies, CD-ROM, or electronic media copies of the most current catalog to each Authorized User upon request.

C.5.2.27. MSDS Database: Bidder should provide electronic access to MSDS information via at least one of the following options:

Provide all Authorized Users access to Bidder's MSDS database via the internet at no additional cost.

Provide the complete MSDS database on CD ROMs at no cost.

C.5.2.28. Marketing: Bidder should assist the Contracting Officer in preparing marketing tools to promote the contract relationship, but be aware that inappropriate marketing communications sent directly to Authorized Users will not be permitted. All marketing materials should be approved in advance by the Contracting Officer. Bidder should arrange for product demonstrations, product literature, and other informational support when requested by the Contracting Officer. Please describe in detail your marketing approach.

C.5.2.29. Training: Bidder should provide any necessary training for Authorized Users on, at a minimum, the following topics: catalog access, order placement, and invoice processing. All training shall be coordinated through the Contracting Officer or Authorized Users. Please describe in detail your approach.

C.5.2.30. Disasters and Emergencies: In the event of a disaster or other emergency at an Authorized User location (such as severe damage or destruction of a storage facility or other building), Bidder should provide delivery as soon as possible, or within 24 hours after receipt of order to the affected facilities, including weekends, except where the Bidder's ability to perform is impaired by the same disaster or emergency, in which case delivery schedule will be mutually agreed upon. A detailed disaster/emergency plan must be submitted to the Contracting Officer within 30 days of Contract award for approval.

C.5.2.31. In-Store Purchases: If the Bidder operates or has special arrangements with brick-and-mortar stores in the State of Oklahoma, the Bidder should extend contract pricing for in-store purchases. The Bidder will be expected to formulate a method to identify an Authorized User as such so that contract pricing will be made available for in-store purchases during check out. Please describe this in detail.

C.6. Geographic Coverage

C.6.1. The State expects the Bidder to provide services in as many parts of the State of Oklahoma as possible. In the response, the Bidder should indicate the parts of the State that they can serve:

- Southwest Oklahoma (defined as areas south of I-40 and west of I-35)
- Southeast Oklahoma (defined as areas south of I-40 and east of I-35)
- Northwest Oklahoma (defined as areas north of I-40 and west of I-35)
- Northeast Oklahoma (defined as areas north of I-40 and east of I-35)

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D. EVALUATION

D.1. Evaluation and Award

D.1.1. The State will award the contract to the Bidder(s) whose offer is determined to be of the Best Value to the State.

D.1.2. The evaluation and selection of a Bidder will be based on the information submitted in this Proposal. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

D.2. Evaluation Criteria

The State's critical evaluation areas for this solicitation will consist of**:**

D.2.1. Cost Proposal (see Attachment A)

D.2.2. Business and Technical Proposal (see Attachment B)

D.2.3. Past Performance Surveys (See Attachment C)

D.2.4. Value Added Services (See Attachment D)

D.3. Proposal Clarification Questions

D.3.1. The State reserves the right, at its sole discretion, to request clarifications or conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Proposal. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. The clarification shall not alter or supplement the proposal submittal.

D.4. Competitive Negotiation of Proposals

The Bidder is advised that under the provisions of this Request for Proposal, the Central Purchasing Division reserves the right to conduct negotiations with the Bidders or to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

D.4.1. Negotiations may be conducted in person, in writing, or by telephone.

D.4.2. Negotiations will only be conducted with potentially acceptable proposals. The Central Purchasing Division reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase.

D.4.3. BEST and FINAL: We may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, you should not expect that we will ask for best and final offers to give you an opportunity to strengthen your proposal.

D.4.4. The State may opt to award any given subcategory to one or more Bidder(s), or it may award all subcategories to one Bidder.

E. INSTRUCTIONS TO SUPPLIER

E.1. Anticipated Timeline

F. RFP MILESTONES	Estimated Completion Dates
RFP Issue Date	August 17, 2018
Deadline for Questions Submission	August 31, 2018
Past Performance Information Forms Due	September 20, 2018
Responses to RFP Due	September 20, 2018
Anticipated Award	October 5, 2018

F.1. Questions Deadline

F.1.1. All questions must be submitted in writing by August 31, 2018. Questions shall be sent electronically to Lisa.Bradley@omes.ok.gov

F.2. Proposal Submittal

F.2.1. All proposal submittals shall be submitted in electronic format on a cd or jump drive. Two (2) electronic files are required. No hard copy (paper) submittal is needed

F.2.2. Elaborate Proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective Proposal, are not necessary or desired.

F.3. Public Opening

F.3.1. Please note that on a Request for Proposal (RFP), no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of Bidders without pricing.

F.4. PAST PERFORMANCE INFORMATION

F.4.1. Please refer to Attachment C for complete instructions. A form to be forwarded to the references (past clients) is provided in that attachment. These forms must be filled out and sent directly to the State by the references.

F.4.2. It is required that a listing of the references which you have asked to complete the surveys is also included in Attachment C, and listing must be submitted with response.

F.5. VALUE ADDED PLAN

F.5.1. Please refer to Attachment D for complete instructions, and respond to this section using the template provided in that attachment.

G. CHECKLIST

G.1. Required Submission Information

G.1.1. Pricing Proposal (Attachment A)

G.1.2. Business and Technical Proposal (Attachment B)

G.1.3. Past Performance Information (Attachment C)

G.1.4. Value Added Services to the State (Attachment D)

G.1.5. Contract Usage Reporting Form (Attachment E)

H. OTHER

None

I. PRICE AND COST

I.1. Attachment A – Pricing Proposal

I.1.1. Bidders may offer prices for all items within each subcategory or selected items within selected subcategories, or any variation thereof.

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

☐ Add New Vendor	☐ Update Existing Vendor	PeopleSoft 10-digit Vendor ID	
☐ Add New Address	☐ Change Address/Location	PeopleSoft Address #	PeopleSoft Location #
☐ Change Vendor Tax ID	☐ Change Vendor Name	☐ Add Alternate Payee Name	PeopleSoft Location #
☐ Other	Explain		

Vendor 1099 Reportable Status

☐ **Add:**
☐ **Remove:**

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:

☐ 1 - Rents	☐ 2 - Royalties	☐ 3 – Other Income
☐ 6 - Medical & Health Care	☐ 7 - Non-Employee Compensation	☐ 10 - Crop Insurance Proceeds
☐ 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:		☐ Federal Employer ID (FEIN) ☐ 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:	☐ Remitting	☐ Ordering	☐ Pricing	☐ Returning	☐ Mailing	☐ 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/fw8ben.pdf
- **Form W-BEN-E**: *Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)*. http://www.irs.gov/pub/irs-pdf/fw8bene.pdf
- **Form W-8ECI**: *Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States*. http://www.irs.gov/pub/irs-pdf/fw8eci.pdf
- **Form W-8EXP**: *Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting*. http://www.irs.gov/pub/irs-pdf/fw8exp.pdf
- **Form W-8IMY**: *Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting*. http://www.irs.gov/pub/irs-pdf/fw8imy.pdf

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

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)*

☐ 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

☐ 1- RENTS (continued)

532141 Rent of Motor Vehicles
532142 Lease of Motor Vehicles

☐ 2 – ROYALTIES

553170 Royalties

☐ 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

☐ 6 - MEDICAL & HEALTH CARE PAYMENTS

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)

☐ 7 - NON-EMPLOYEE COMPENSATION

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

☐ 14 - GROSS PROCEEDS TO AN ATTORNEY

553180 Settlements – Paid To/Thru Attorney