



1. Solicitation #: 0900000451

2. Solicitation Issue Date: July 17, 2020

3. Brief Description of Requirement:

Statewide Contract Solicitation for Water Treatment Chemicals SW0003

Due to company closings, the State is in need of Water Treatment Salt Products

4. Response Due Date¹: August 10, 2020

Time: 3:00 PM CST/CDT

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

*Due to current conditions, all
Responses shall be submitted
Electronically. No paper bids will
Be accepted.*

Electronic Submission Address: OMESCPeBID@omes.ok.gov

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 #** 0900000451 – SW0003 Water Treatment
Chemicals _____

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

Authorized Signature Date

Printed Name Title

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

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



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 – Central Purchasing Agency Number: 090

Solicitation or Purchase Order #: Solicitation # SW21003 – Water Treatment Chemicals

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

TABLE OF CONTENTS

A GENERAL PROVISIONS..... 5

B. SPECIAL PROVISIONS10

C. SOLICITATION SPECIFICATIONS.....13

D. EVALUATION13

E. INSTRUCTIONS TO BIDDER13

F. CHECKLIST13

G. OTHER14

H. PRICE AND COST14

B. SPECIAL PROVISIONS

B.1. Contract Period

B.1.1. The Contract Period is for a twelve (12) month period commencing October 1, 2017 through September 30, 2018. The contract may be renewed for up to three (3) one year option periods.

B.2. Agreement Period

B.2.1. The Agreement Period is October 1, 2017 through the end of the final renewal period. Renewal options shall be at the sole discretion of the State of Oklahoma.

B.3. Extension of Contract

B.3.1. The State may extend the term of this contract for up to 180 day intervals if mutually agreed upon by both parties in writing.

B.4. Type of Contract

B.4.1. This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

B.5. Contract Preference

B.5.1. This contract is mandatory for State of Oklahoma agencies.

B.6. Authorized Users

B.6.1. This Contract shall be made available to all State Departments, Boards, Commissions, Agencies, and Institutions. The Oklahoma Statutes state that Counties, School Districts, Universities, and Municipalities may avail themselves of the contract.

B.6.2. Authorized Users have no authority to amend, modify or change any terms and conditions of this contract.

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, or with the State purchase 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. Each purchasing entity will place orders directly with the winning Supplier(s).

B.8. Prompt Payment Discounts

B.8.1. Please review A.18 for information concerning prompt payment discounts.

B.9. Gratuities

B.9.1. The right of the successful Supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful Supplier, or its agent, or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of Central Purchasing.

B.10. Proposal Conformity

B.10.1. By submitting a response to this solicitation, the offeror attests that the supplies or services conform to specified contract requirements.

B.11. Warranty

B.11.1. The successful Supplier agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the Supplier gives to any customer for such products. The 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.12. Contract Usage Reporting Requirements

B.12.1. Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.

B.12.2. Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of contract.

B.12.3. Usage Reports shall be delivered to Central Purchasing within 45 calendar days upon completion of performance quarter period cited in B.12.4 of this contract provision. Usage Reports may be delivered to the Central Purchasing Strategic Sourcing Group via the following addresses:

B.12.3.1. Email – strategic.sourcing@omes.ok.gov

B.12.3.2. Physical Address:

OMES – Central Purchasing
2401 North Lincoln; Suite 116
Oklahoma City, Ok 73105

B.12.4. Contract quarterly reporting periods shall be:

January 1 through March 31.

April 1 through June 30.

July 1 through September 30.

October 1 through December 31.

B.12.5. Failure to provide usage reports shall result in cancellation or suspension of contract.

B.12.6. Usage Reports shall be submitted in the Excel form listed as Attachment A.

B.13. Contract Management Fee

B.13.1. As provided by Oklahoma State Statute 74 O. S., §85.33A, the Office of Management and Enterprise Services assesses an Administrative Fee in the sum of 1% on all sales transacted by any entity under this contract. The Oklahoma Administrative Fee shall not be reflected as a separate line item in the Supplier's billing to participating State Agencies and Authorized Users.

B.13.2. Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report" as listed in Section B.11.6 and make payment by company check to OMES – Central Purchasing within forty five (45) calendar days from the completion of the quarterly reporting period as listed in Section B.11.4. To ensure the payment is credited properly, the Supplier must identify the check as a "Contract Management Fee" and include the following information with the payment: List the SW# and Contract Title, the report amount, and the reporting period covered. The Contract Management Fee shall be mailed to:

OMES – Accounting and Reporting
2401 North Lincoln, Suite 116
Oklahoma City, OK 73105

B.13.3. Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

B.14. Conflict of Interest

B.14.1. The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Suppliers must disclose with their proposal the name of any officer, director, or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Suppliers firm or any of its branches.

B.15. Patents and Royalties

B.15.1. 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 proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.15.2. The Supplier without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.16. Brand Name

B.16.1. The brand name, manufacturer number, and supplier part number are to be completed for each item bid.

B.17. Authorized Representative

B.17.1. Suppliers may offer any brand for which they are an authorized representative and which meets or exceeds the specifications.

B.18. Required Delivery

B.18.1. Delivery is to be made within 15 working days after receipt of order by the successful Supplier. Bids that specify a later delivery lead time may be considered non responsive and rejected.

B.19. Minimum Order Requirement

B.19.1. All offers will be considered; however, Suppliers are encouraged to offer the most advantageous minimum order requirements as it will be considered in the evaluation.

B.19.2. On instances where the successful Supplier(s) make partial shipment of orders meeting the minimum requirement, shipments shall be made F.O.B. Destination with no transportation charges added.

B.20. Price Adjustments

B.20.1. Prices are to remain firm during the first 180 days of the contract. After that date, if there has been an industry-wide price increase Suppliers may request an increase in prices. Price increases may be requested only once every year. Pricing changes must be submitted 30 days before the date of the effective change and must be approved by the contracting officer. Documentation from the manufacturer/distributor and a detailed item listing must be submitted. All correspondence shall reference awarded contract line and item number. Increases will not affect any orders issued prior to the effective date of the price changes. Supplier's failure to promptly notify the State of any price decreases may result in the cancellation of their contract. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

B.21. Volume Discounts

B.21.1. Suppliers are to list any type of volume discount offered with their solicitation response.

B.22. Price Quotes

B.22.1. Solicitation responses are to correspond with the unit of measure stated, i.e. price per pound, price per gallon, etc.

B.23. Disclosures Regarding Lobbyists

B.23.1. A Supplier may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.

B.23.2. Any Supplier using the services of a lobbyist to assist in obtaining a contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State.

B.23.3. The name and address of each lobbyist or agent of the Supplier or subSupplier who communicated with a State employee about a solicitation or potential solicitation must be disclosed with the solicitation response.

B.24. Notice of Award

B.24.1. Notice of award letter resulting from this RFP will be furnished to each successful Supplier and shall result in a binding contract without further action by either party. It shall be the successful Supplier's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions, or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

B.25. Supplier Invoices

B.25.1. The Supplier shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice, and receive payment. If the Supplier wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Supplier will furnish a list of these locations. No ordering or invoicing will be done at these locations.

B.25.1.1. Invoicing shall be made in accordance with the instructions of the agency or division issuing the purchase order.

B.25.1.2. 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.25.1.3. 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.25.2. See A.18 for further invoicing information.

B.26. State Purchase Care (P-Card)

B.26.1. SUPPLIERS PLEASE NOTE – IN ORDER TO BE CONSIDERED FOR AWARD, SUCCESSFUL SUPPLIERS ARE TO ACCEPT THE STATE OF OKLAHOMA PURCHASE CARE (P-CARD). FAILURE TO ACCEPT THE P-CARD MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

B.26.2. SIGNATURE OF ACCEPTANCE: _____ DATE: _____.

B.27. State and Federal Taxes

B.27.1. Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

B.28. Oral Agreements

B.28.1. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by Central Purchasing.

B.29. Minor Deficiencies or Minor Informalities

B.29.1. "Minor deficiency" or "minor informality" means an immaterial defect in a proposal or variation in a proposal from the exact requirements of a solicitation that may be corrected or waived without prejudice to other Suppliers. A minor deficiency or informality does not affect the price, quantity, quality, delivery, or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

B.29.2. The State Purchasing Director may waive minor deficiencies or informalities in a proposal if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other Suppliers, or are not a cause for proposal rejection.

B.30. Electronic Submission

B.30.1. All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.1 of the RFP. Submissions will not be accepted via email. This term overrides any terms in Section A requiring submission of hard-copy.

B.31. Tobacco Use Prohibited

B.31.1. The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of the State of Oklahoma, including parking lots owned or under the control of the State of Oklahoma.

C. SOLICITATION SPECIFICATIONS

C.1. Introduction

C.1.1. The State of Oklahoma, Office of Management and Enterprise Services, Central Purchasing (OMES-CP) is releasing a Request for Proposal (RFP) for a contract for Water Treatment Chemicals. This will be a Statewide Contract available for use by all Authorized Users. Please see B.6 for the list of Authorized Users.

C.2. Scope

C.2.1. The State intends to establish one or more contracts to satisfy the requirements of products listed in this solicitation. In the best interest of the State, the State reserves the right to add additional Suppliers at any time to ensure complete coverage to Authorized Users.

C.3. Line Item Specifications

C.3.1. See the attached RFQ # 0900000451 document for the line items and the specifications associated with those line items. Suppliers are to ignore the address listed under each line item. Shipments will be made to any Authorized User's location in the State of Oklahoma. Pricing as well as the brand name, manufacturer number, and supplier part number are to be listed in these line items.

D. EVALUATION

D.1. Evaluation Method

D.1.1. This solicitation will be awarded based upon best value criteria.

D.2. Evaluation Criteria

D.2.1. Cost. See Section H and the Request Quote I.D. # 0900000451 attachment.

D.2.2. Minimum order requirements. See B.19.

D.2.3. Extension of contract pricing to all authorized users. See B.6 for the Authorized Users.

E. INSTRUCTIONS TO BIDDER

E.1. Response Format

E.1.1. Supplier is to submit one (1) complete copy of their response on a CD which includes the completed proposal including the scanned images of the required OMES signed forms. Original hard copies are not required. Faxed

or emailed responses will not be accepted. Please mark the CD's with the company name, solicitation number, and closing date. This requirement supersedes the hard copy requirement listed in A.2.4.

- E.1.2. Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.
- E.1.3. Please ensure that your disc is marked clearly with the RFP number.
- E.1.4. PDF is an acceptable format for solicitation responses. This overrides the requirements of A.2.4.

E.2. Response Instructions

- E.2.1. Suppliers are to complete the Responding Bidder Information Form and supply any required information listed in that form.
- E.2.2. Suppliers are to complete the Non-Collusion Form.
- E.2.3. Suppliers are to supply their signature and date on B.26.
- E.2.4. Suppliers are to provide their pricing as well as the brand name, manufacturer number, and supplier part number on the Request Quote I.D. # 0900000451 attachment.
- E.2.5. Suppliers are to list any minimum order requirements.
- E.2.6. Suppliers are to list any prompt payment discounts.

F. CHECKLIST

- F.1. **Responding Bidder Information Form**
- F.2. **Non-Collusion Form**
- F.3. **Response to B.19 (if applicable), B.26, and A.18.5**
- F.4. **Completed Request Quote I.D. # 0900000451 Attachment**

G. OTHER

G.1. Question Submittal

- G.1.1. All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **July 24, 2020 at 11:00 a.m.** Central Daylight Time. Questions are to be emailed to Lisa.bradley@omes.ok.gov . Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, suppliers will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the Contracting Officer listed above. Failure to do so (contacting the agency directly), may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions.

G.2. Attachments

- G.2.1. Attachment A – Usage Report Template
- G.2.2. Request Quote I.D. # 0900000451 Attachment

H. PRICE AND COST

H.1. Pricing

- H.1.1. See Request Quote I.D. # 0900000451



SOLICITATION REQUEST

 Request for Quote Request for Proposal Request for Bid**Dispatch via Print**

Request Quote ID.	Date	Buyer	Page
0900000451	07/17/2020	Lisa Bradley	1
Payment Terms	Date	Time	Quote Open
0 Days	07/17/2020	01:57 PM	08/10/2020 03:00 PM

Requisition Number Reference: SW 0003 - Water Treatment

Mgmt and Enterprise Services

OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES
 ADMINISTRATION
 122 STATE CAPITOL BUILDING
 OKLAHOMA CITY OK 73105

Ship To: See Detail Below**Bill To:****Supplier:** NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	47101600 / 1000010876 SALT: 50lb, Pelleted, 99%	5000	BG		

Freight Terms: FOB DEST**Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

2	47101600 / 1000010877 SALT: 80lb, Pelleted, 99%, min 20 tons	5000	LB		
---	--	------	----	--	--

Freight Terms: FOB DEST**Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

3	47101600 / 1000010878 SALT: 80lb, Pelleted, 99%, min 25 tons	5000	LB		
---	--	------	----	--	--

Freight Terms: FOB DEST**Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

4	47101600 / 1000010879 SALT: Bulk, Pelleted 99%,	5000	LG		
---	---	------	----	--	--

Freight Terms: FOB DEST**Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:**This is NOT AN ORDER**

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature



SOLICITATION REQUEST

 Request for Quote Request for Proposal Request for Bid**Dispatch via Print**

Request Quote ID.	Date	Buyer	Page
0900000451	07/17/2020		2
Payment Terms	DateTime Quote Open	Closing	
0 Days	07/17/2020 01:57 PM	08/10/2020 03:00 AM	

Requisition Number Reference: SW 0003 - Water Treatment

Mgmt and Enterprise Services

OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES
 ADMINISTRATION
 122 STATE CAPITOL BUILDING
 OKLAHOMA CITY OK 73105

Ship To: See Detail Below**Bill To:****Supplier:** NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
5	47101600 / 1000031933 WATER TREATMENT CONSUMABLES: Salt: 50 lb., Pelleted, 99%, minimum 22 tons or greater.	5000	LB		

Freight Terms: FOB DEST**Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:**COMMENTS:**

This RFQ is a supplemental bid for the existing state contract for water treatment chemicals.

Items are open for solicitation due to a company closing.

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature