



# Solicitation Cover Page

1. Solicitation #: 090000468 for SW0455

2. Solicitation Issue Date: 11/17/2020

3. Brief Description of Requirement:

**Solicitation to establish additional suppliers for SW0455 Statewide Contract Category 1 for Parts and Service.**

**Current awarded suppliers do not need to submit a response.**

**Question Deadline 12/07/2020.**

4. Response Due Date<sup>1</sup>: December 17, 2020

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO<sup>2</sup>**:

U.S. Postal Delivery Address: N/A

Common Carrier Delivery Address: N/A

Electronic Submission Address: [OMESCPeBID@omes.ok.gov](mailto: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](mailto:Lisa.bradley@omes.ok.gov)

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

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



## Responding Bidder Information

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

1. RE: Solicitation # 0900000468 for SW0455

### 2. Bidder General Information:

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

### 3. Bidder Contact Information:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

### 4. Oklahoma Sales Tax Permit<sup>1</sup>:

YES – Permit #:

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

### 5. Registration with the Oklahoma Secretary of State:

YES - Filing Number: \_\_\_\_\_

NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

### 6. Workers' Compensation Insurance Coverage:

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

YES – Include 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.<sup>2</sup>

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

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

**7. Disabled Veteran Business Enterprise Act**

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

Authorized Signature	Date
Printed Name	Title



**Certification for Competitive Bid and/or Contract (Non-Collusion Certification)**

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: OMES, Central Purchasing

Agency Number: 090

Solicitation or Purchase Order #: 0900000468 for SW0455

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](http://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 Contract Period is the Date of Award through December 9, 2021 with the option to renew for up to one (1) additional one year period.
- B.1.2.** If it is determined that there is not enough coverage across the state, an additional solicitation may be necessary during the course of the contract.

### **B.2. Agreement Period**

- B.2.1.** The Agreement Period is the Date of Award 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 an indefinite quantity contract. The state will not consider a minimum order or guarantee a minimum purchase.

### **B.5. Price**

- B.5.1.** Category 1 shall be a firm fixed price contract for mechanical and maintenance labor cost with a percentage off discount for parts.
- B.5.2.** Intentionally Omitted.

### **B.6. Contract Preference**

- B.6.1.** This contract is non-mandatory for the State of Oklahoma agencies.

### **B.7. Multi-Award**

- B.7.1.** For Category 1, this shall be a multiple award contract that allows all Authorized Users to obtain equipment repair services from any Supplier issued an award resulting from this solicitation and subsequent contract. Contracts shall be established with equipment repair facilities capable of performing both warranty and non-warranty equipment repair work.
- B.7.2.** Intentionally Omitted..

### **B.8. Authorized Users.**

- B.8.1.** 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.8.2.** Authorized Users have no authority to amend, modify or change any terms and conditions of this contract.

### **B.9. Ordering.**

- B.9.1.** 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.9.2.** The Supplier agrees to furnish all quantities by any Authorized User using this contract.
- B.9.3.** The Authorized User agrees to place orders with the Supplier for items shown in the solicitation from line items, as awarded, except as follows:
  - B.9.3.1.** Quantities of items needed under conditions of emergency.
  - B.9.3.2.** Quantities of items where Federal Funds are involved and other actions are warranted for Federal Regulatory compliance purposes.
  - B.9.3.3.** Quantities of items awarded under specific and separate contracts.
  - B.9.3.4.** Quantities of items which are determined to be outside the general scope and intent of this contract.

**B.10. Authorized User Ordering Information**

**B.10.1.** OMES, CP shall have no liability and makes no representation that products or services offered by the Supplier(s) will meet the needs of the Authorized Users. Authorized Users should review the Contract terms and independently assess the extent to which such products or services are suitable.

**B.11. Category 1 Equipment Serviced**

**B.11.1.** The Authorized Users shall only pay for repair work performed on equipment owned by the Authorized Users.

**B.12. Prompt Payment Discounts.**

**B.12.1. Intentionally Omitted**

**B.13. Gratuities**

**B.13.1.** 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.14. Proposal Conformity**

**B.14.1.** By submitting a response to this solicitation, the Supplier attests that the supplies or services conform to specified contract requirements.

**B.15. Warranty**

**B.15.1.** The successful Supplier(s) agree the products furnished under this contract shall be covered by the most favorable commercial warranties the supplier 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.16. Contract Usage Reporting Requirements**

**B.16.1.** 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.16.2.** Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of the contract.

**B.16.3.** Usage Reports shall be delivered to Central Purchasing within 45 calendar days upon completion of performance quarter period cited in B.16.4 of this contract provision. Usage Reports may be delivered to the Central Purchasing Strategic Sourcing Group via the following addresses:

**B.16.3.1.** Email – [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov)

**B.16.3.2.** Physical Address:

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

**B.16.4.** Contract quarterly reporting periods shall be:

**B.16.4.1.** January 1 through March 31.

**B.16.4.2.** April 1 through June 30.

**B.16.4.3.** July 1 through September 30.

**B.16.4.4.** October 1 through December 31.

**B.16.5. Failure to provide usage reports shall result in cancellation or suspension of contract.**

**B.16.6.** Usage Reports shall be submitted in the Excel form listed as Attachment L.

**B.17. Contract Management Fee**

**B.17.1.** 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.17.2.** Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report" as listed in Section B.16.6 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.16.4. 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 N. Lincoln Blvd., Suite 116

Oklahoma City, OK 73105

- B.17.3.** 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.18. Conflict of Interest**

- B.18.1.** 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.19. Patents and Royalties**

- B.19.1.** The Supplier, without exception, shall indemnify and hold 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.20. Subcontracting**

- B.20.1.** The Supplier shall retain total responsibility of all repair work performed on state equipment. If the Supplier elects to sub-contract, the authorized user shall only communicate and make payment to the party the contract has been awarded to.

**B.21. Disclosures Regarding Lobbyists**

- B.21.1.** A Supplier may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.
- B.21.2.** 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.21.3.** The name and address of each lobbyist or agent of the Supplier or sub Supplier who communicated with a State employee about a solicitation or potential solicitation must be disclosed with the solicitation response.

**B.22. Notice of Award**

- B.22.1.** 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.23. Inventory**

- B.23.1.** The Supplier shall maintain inventory to ensure compliance with delivery requirements set forth in this contract.

**B.24. Price Adjustments for Category 1**

- B.24.1.** Pricing/percentages off shall be held firm for the first six months of the contract; however the percentage discounts provided by the Supplier can be increased during the contract period at any time. Requests for price increases (labor rate increases) must be submitted in writing to the Contracting Officer at least 30 days prior to the effective date of increase. Documentation concerning the increase must be submitted with the request. Increases will not affect any orders issued prior to the price changes. The State reserves the right to reject any requested price adjustment if deemed excessive by the Central Purchasing Division.
- B.24.2.** The parts contract price shall be the Manufacturers dated Price List (MPL) in effect at the time the order is placed less the discount percentage offered. Manufacturer Price lists will be that price list published by the manufacturer.

**B.25. Price Adjustments for Category 2**

- B.25.1.** Intentionally Omitted

**B.26. Material Safety Data Sheets**

**B.26.1.** Supplier shall furnish any required Material Safety Data Sheets or a composite concentration list as part of the bid document, prior to contract award, with the product invoice, or at the request of the Office of Management and Enterprise Services, Central Purchasing.

**B.27. Insurance**

**B.27.1.** This is in addition to A.26. Prior to the commencement of this contract, the supplier shall obtain and keep in full force and effect until the termination of this contract, insurance coverage with an insurance company licensed and qualified under the laws of Oklahoma.

**B.27.2.** The supplier shall maintain insurance coverage in an amount not less than \$500,000 at all times during the entire term of this contract. The following types of risks shall be covered in the supplier's policy:

**B.27.2.1.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover supplier's employees as required by the State of Oklahoma.

**B.27.2.2.** Comprehensive General Liability Insurance to include Products/Completed Operations,

**B.27.2.3.** Premises Operations, Personal Injury, Medical Expenses and Fire Damage.

**B.27.2.4.** Commercial Automobile Insurance, hired and non-owned.

**B.27.2.5.** Garage keepers Liability Insurance.

**B.27.2.6.** Commercial Property Coverage.

**B.28. Supplier Invoices**

**B.28.1.** This is for Category 1 and Category 2 and is in addition to A.18. 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.28.1.1.** Invoicing shall be made in accordance with the instructions of the agency or division issuing the purchase order.

**B.28.1.2.** Purchase order number if applicable.

**B.28.1.3.** Make, model, and VIN number of equipment will be included.

**B.28.1.4.** The name of the Authorized User will be included.

**B.28.1.5.** For Category 1 specifically - Description of the services and/or parts, materials, and supplies provided.

**B.28.1.6.** For Category 2 specifically - Description of equipment purchased or warranty services performed and/or parts, material and supplies provided.

**B.28.1.7.** For Category 2 specifically - The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals, and the final price for each item delivered.

**B.28.1.8.** For Category 2 specifically - The copy of the current, dated manufacturer's Price List showing the price of the equipment if requested by the ordering party for their accounting purposes.

**B.28.1.9.** Unit and total cost will be included.

**B.28.1.10.** Name of the company who provided the products/services.

**B.28.1.11.** Payment remittance address.

**B.28.1.12.** 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.28.1.13.** 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.28.1.14. See A.18 for further invoicing information.**

**B.29. Payment**

**B.29.1.** Payment method by State Agencies will be the effective state wide fleet fuel and maintenance card, the State purchase card, or Purchase Orders.

**B.29.2.** Payment method by other government entities (Cities, Counties, Municipalities, Schools, and other State governments will be as stated above or other purchasing methods, such as leasing, as allowed by their purchasing guidelines, regulations, or statutory mandates.

**B.30. Prompt Payment Discounts**

**B.30.1.** Prompt payment discounts will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

**B.31. State Purchase Card (P-Card)**

**B.31.1. SUPPLIERS ARE TO INDICATE THEIR ACCEPTANCE OF THE STATE OF OKLAHOMA PURCHASE CARD (P-CARD).**

**B.31.2. SIGNATURE OF ACCEPTANCE: \_\_\_\_\_ DATE:\_\_\_\_\_.**

**B.32. Category 2 Lease Purchases**

**Intentionally Omitted.**

**B.33. Property Loss**

**B.33.1.** The supplier shall reimburse the government entity for such property loss or damage caused by supplier, its employees or for anyone whose acts the supplier may be liable for.

**B.34. State and Federal Taxes**

**B.34.1.** 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.35. Oral Agreements**

**B.35.1.** 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.36. Minor Deficiencies or Minor Informalities**

- B.36.1.** "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.36.2.** 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.37. Electronic Submission**

- B.37.1.** **A Bid shall be submitted via email solely to [OMESCPeBID@omes.ok.gov](mailto:OMESCPeBID@omes.ok.gov). Please note that it is possible a Bidder's email system may have limitations on the size of outgoing email attachments and plan accordingly for the entire Bid to be received by the Bid Response Due Date and Time. A Bid emailed directly to or cc'd to the Contracting Officer will not be reviewed by the Contracting Officer. In person, commercial carrier or facsimile submittals shall not be accepted. The subject line of the email Bid shall contain the following: Attention: [insert Contracting Officer name]; Solicitation Number and Bid Response Due Date and Time. The State is not responsible for incorrect link information or its inability to access a submitted Bid. Receipt of a Bid will generate an automatic notice that the Bid is received; if a Bidder believes a Bid has been sent but has not received a notice of receipt, the Bidder should contact the Contracting Officer at the email or phone number shown on the Bidder Instructions Cover Page. Receipt of the Bid by the State is the responsibility of the Bidder.**

## **B.38. Tobacco Use Prohibited**

- B.38.1.** 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 solicitation to establish a two category statewide contract.
- C.1.2.** Category 1 will be to provide statewide repair services and parts for non-highway, farm, and heavy construction equipment owned by Authorized Users within Oklahoma. Suppliers are to identify the current applicable cost/price list used as well as list their hourly labor rate for work done at the Authorized User's location, if applicable, or for work done at the Supplier's location. See Attachment A – Pricing Sheet for Category 1.
- C.1.3.** Category 2 -Intentionally Omitted.

### **C.2. Category 1 – Parts and Service**

#### **C.2.1. Purpose**

- C.2.1.1.** There is a need to have multiple locations across the state that can repair equipment without the entity having to take the equipment long distances for repairs. As a result, this contract will be a multiple award contract. When a repair is deemed necessary, the Authorized User will be able to access the closest repair facility from a list of Suppliers who have been awarded contracts.

#### **C.2.2. Background**

- C.2.2.1.** Central Purchasing has the primary responsibility and oversight of developing statewide contracts for goods and services to be utilized by Authorized Users in the State of Oklahoma. These Authorized Users own non-highway, farm, and heavy construction equipment used for conducting state business that requires maintenance and services. The equipment is located throughout the State of Oklahoma.
- C.2.2.2.** Examples of the equipment are Caterpillar, Volvo, Sterling, Ford, and New Holland equipment. Also, International and Galion and Komatsu equipment, Ferguson equipment, Broce equipment, John Deere equipment, Skytrack, and Case equipment. This will include graders, dozers, front-end loaders, scrapers, backhoes, rollers, mowers, tractors, cranes, and asphalt grinders. There will be farm equipment such as rakes, cutters, balers, and planting equipment. Also included is miscellaneous equipment that may not be listed. The Supplier is to provide a listing of the type of equipment they

service and provide parts for. Suppliers can respond on either the repairs or the parts or both if they are capable of providing an all in one service to the Authorized Users.

**C.2.3. Authorized Representative**

**C.2.3.1.** The Supplier may list any brand which they are capable of providing services and/or parts for; but, please provide information for all parts and services your company is an authorized representative of (for Warranty work).

**C.2.4. Scope of Work - Service and Repairs**

**C.2.4.1.** Services and repairs may include, but are not limited to the following:

- C.2.4.1.1.** Replace engine oil and filter.
- C.2.4.1.2.** Lubricate chassis and universal joints and CV joints, if necessary.
- C.2.4.1.3.** Check and fill all fluids to proper levels, to include transmission, differentials, power steering, brake, windshield washer, radiator coolant, battery, and drive transfer case.
- C.2.4.1.4.** Check tire condition and pressure, rotate and balance, if necessary, and check spare.
- C.2.4.1.5.** Check for proper operation of the following: windshield wiper and washer, all lights and reflectors, horn, heater and air conditioner, emergency brake, and radio.
- C.2.4.1.6.** Check for fluid leaks.
- C.2.4.1.7.** Minor tune and filters to include PCV valve and clean/protect battery terminal ends, replace air filter and breather elements, replace fuel filter.
- C.2.4.1.8.** Check engine.
- C.2.4.1.9.** Check brakes.
- C.2.4.1.10.** Check shocks.
- C.2.4.1.11.** For rear drive equipment, check front wheel bearings. For front drive equipment, check drive axle boots.
- C.2.4.1.12.** Service transmission.
- C.2.4.1.13.** Check all belts. Replace, if necessary.
- C.2.4.1.14.** Inspect for wear, proper operation, leaks and note defects on service report. Report defects to the Authorized User.
- C.2.4.1.15.** Engine diagnostic, drive ability problems, and repairs.
- C.2.4.1.16.** Electrical problems and repairs.
- C.2.4.1.17.** Front end alignment.
- C.2.4.1.18.** Any other services and repairs needed to ensure the equipment performs according to the equipment manufacturer's specifications.

**C.2.5. Warranty - Repairs**

- C.2.5.1.** The successful Supplier(s) agrees the products furnished under this contract shall be covered by all commercial warranties the contractor provides for such products, and 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.
- C.2.5.2.** The Supplier warrants that at the time of delivery, all repairs furnished under this contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this contract.
- C.2.5.3.** All services performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the Authorized User's contact person prior to installation.
- C.2.5.4.** All parts and labor shall be guaranteed for at least 12 months or 12,000 miles.
- C.2.5.5.** Work performed not meeting specifications or found to be defective, shall not be accepted. The Supplier shall be required to make repairs or corrections at no additional cost to the Authorized User.
- C.2.5.6.** Supplier shall furnish a copy of their warranty applicable for the services or supplies to be furnished.
- C.2.5.7.** All equipment warranties shall start on the date of installation and shall be for the full term of said warranty.

**C.2.6. Scope of Work – Quality of Parts**

- C.2.6.1. Parts under these specifications must be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the Authorized User's contact person prior to installation.
- C.2.6.2. Repair parts must be equal to, or exceed, original equipment manufacturer's specifications.
- C.2.6.3. Repair parts must be packaged and distributed under their respective nationally known name brands.
- C.2.6.4. All rebuilt or remanufactured parts must meet the same requirements as listed above.
- C.2.6.5. Some repair parts may be required to be original equipment manufacturer's repair parts. When a line item is identified as requiring Original Equipment Manufacturer's repair parts, no substitution will be permitted or accepted.
- C.2.6.6. Suppliers must carry a complete line of OEM parts for all models of equipment they bid on.
- C.2.6.7. Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

**C.2.7. Warranty – Parts**

- C.2.7.1. Suppliers are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to the Authorized Users.
- C.2.7.2. Supplier shall correct ordering errors without further cost to the Authorized Users.

**C.2.8. Material Safety Data Sheets**

- C.2.8.1. Suppliers are to furnish any required Material Safety Data Sheets or a composite concentration list as part of the bid document, prior to contract award, with the product invoice, or at the request of the Office of Management and Enterprise Services, Central Purchasing.

**C.2.9. Work Performed**

- C.2.9.1. Before actual repair work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the Authorized User requesting the service. The following information shall be provided in order to determine ownership of the equipment:
  - C.2.9.1.1. Name of driver.
  - C.2.9.1.2. Name of Authorized User and division the driver is employed with.
  - C.2.9.1.3. Make, Model, and VIN of equipment.
  - C.2.9.1.4. Authorized User equipment control number.

**C.2.10. Estimates**

- C.2.10.1. Once equipment ownership has been established, the Supplier shall provide a written estimate of the repair work and notify the Authorized User's contact person of the costs.
- C.2.10.2. The written estimate shall be itemized to include all costs associated with the repair of the equipment.
- C.2.10.3. The Supplier shall obtain authorization from the Authorized User's contact person prior to performing any work.
- C.2.10.4. Work performed shall not exceed the original estimate without the prior approval of the Authorized User's contact person.
- C.2.10.5. The Supplier shall not perform warranty repairs unless the repair facility is certified by the equipment manufacturer of the equipment requiring work. Repairs made that are covered by a warranty shall not be paid for by the Authorized User.

**C.2.11. Repair Facility**

- C.2.11.1. The Supplier shall have a full service repair facility where repair work will be performed.
- C.2.11.2. The Supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the repair work.

**C.2.12. Storage**

- C.2.12.1. Equipment that remains in the Supplier's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The Supplier shall be responsible for the proper care and custody of any Authorized User's equipment in the Supplier's possession.

**C.2.13. Licenses and Certification**

- C.2.13.1. The Supplier certifies that, at the time of entering into this contract, it has current licenses, certifications, approvals, permits, and insurance requirements required by the State of Oklahoma to perform auto

repair work.

**C.2.14. Personnel**

**C.2.14.1.** All persons utilized in the performance of this contract shall be employees of the Supplier and be fully qualified to perform the work required. Repair work shall be performed by certified or trained or authorized service technicians.

**C.2.14.2.** For repair services on equipment for which the Supplier is not an authorized distributor/dealer, a minimum of two (2) years' experience in providing repair services on each make of equipment bid is required.

**C.3. Category 2 – Construction Equipment**

Intentionally Omitted.

**D. EVALUATION**

**D.1. Evaluation Criteria for Category 1**

**D.1.1.** The State intends to award to multiple Suppliers whose response, conforming to the RFP requirements, are deemed the best value Suppliers.

**D.1.2.** Evaluation factors are listed below:

**D.1.2.1.** Cost (See Section H)

**D.1.2.2.** Compliance with the specifications (See Sections C and E)

**D.1.2.3.** Supplier responsiveness (See Sections E and H)

**D.2. Evaluation Criteria for Category 2**

Intentionally Omitted.

**E. INSTRUCTIONS TO BIDDER**

**E.1. Response Format**

**E.1.1.** A Bid shall be submitted via email solely to OMESCPeBID@omes.ok.gov. Please note that it is possible a Bidder's email system may have limitations on the size of outgoing email attachments and plan accordingly for the entire Bid to be received by the Bid Response Due Date and Time. A Bid emailed directly to or cc'd to the Contracting Officer will not be reviewed by the Contracting Officer. In person, commercial carrier or facsimile submittals shall not be accepted. The subject line of the email Bid shall contain the following: Attention: [insert Contracting Officer name]; Solicitation Number and Bid Response Due Date and Time. The State is not responsible for incorrect link information or its inability to access a submitted Bid. Receipt of a Bid will generate an automatic notice that the Bid is received; if a Bidder believes a Bid has been sent but has not received a notice of receipt, the Bidder should contact the Contracting Officer at the email or phone number shown on the Bidder Instructions Cover Page. Receipt of the Bid by the State is the responsibility of the Bidder.

**E.2. Category 1 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 provide their signature and date on B.31.

**E.2.4.** Suppliers are to provide a response to C.2.2.2 and C.2.3. The response can be listed here or in an attachment.

\_\_\_\_\_  
\_\_\_\_\_

**E.2.5.** Suppliers are to indicate their ability to meet the Scope of Work requirements listed in C.2.4 and C.2.6. Please note: exceptions to mandatory requirements may cause a response to be deemed non-responsive. Mandatory requirements are indicated by the use of must, shall, or will.

Yes:\_\_\_\_\_ No:\_\_\_\_\_. If the answer was no to any of the items listed, list those exceptions below:

\_\_\_\_\_  
\_\_\_\_\_

**E.2.6.** Suppliers are to indicate their ability to meet the Warranty requirements listed in C.2.5 and C.2.7. Please note: exceptions to mandatory requirements may cause a response to be deemed non-responsive. Mandatory requirements are indicated by the use of must, shall, or will.

Yes:\_\_\_\_\_ No:\_\_\_\_\_. If the answer was no to any of the items listed, list those exceptions below:

\_\_\_\_\_  
\_\_\_\_\_

- 
- E.2.7.** Suppliers are to indicate their ability to meet the other requirements listed in Section C. See C.2.8 through C.2.14. Please note: exceptions to mandatory requirements may cause a response to be deemed non-responsive. Mandatory requirements are indicated by the use of must, shall, or will.  
Yes: \_\_\_\_\_ No: \_\_\_\_\_. If the answer was no to any of the items listed, list those exceptions below:
- 
- 
- 

**E.3. Category 2 Response Instructions**

- E.3.1.** Intentionally Omitted.

**F. CHECKLIST**

- F.1.** Completed Responding Bidder Information
- F.2.** Completed Non-Collusion Form
- F.3.** Signature and date on B.31
- F.4.** Responses to E.2.4 through E.2.7
- F.5.** Completed Attachment A – Intentionally Omitted
- F.6.** Completed Attachment B – Intentionally Omitted
- F.7.** Completed Attachment C Intentionally Omitted
- F.8.** Completed Attachment D – Intentionally Omitted
- F.9.** Completed Attachment E – Intentionally Omitted
- F.10.** Completed Attachment F – Intentionally Omitted
- F.11.** Completed Attachment G – Intentionally Omitted
- F.12.** Completed Attachment H – Intentionally Omitted
- F.13.** Completed Attachment I – Intentionally Omitted
- F.14.** Completed Attachment J – Intentionally Omitted
- F.15.** Completed Attachment K – Intentionally Omitted
- F.16.** Completed Attachment M – Intentionally Omitted

**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 **December 7, 2020** at 2:00 p.m. Central Daylight Time. Questions are to be emailed [Lisa.Bradley@omes.ok.gov](mailto: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 agency personnel 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 – Pricing Sheet for Category 1
- G.2.2.** Attachment B – Intentionally Omitted
- G.2.3.** Attachment C – Intentionally Omitted
- G.2.4.** Attachment D – Intentionally Omitted
- G.2.5.** Attachment E – Intentionally Omitted
- G.2.6.** Attachment F – Intentionally Omitted
- G.2.7.** Attachment G – Intentionally Omitted
- G.2.8.** Attachment H – Intentionally Omitted

- G.2.9. Attachment I – Intentionally Omitted
- G.2.10. Attachment J – Intentionally Omitted
- G.2.11. Attachment K – Intentionally Omitted
- G.2.12. Attachment L – Intentionally Omitted
- G.2.13. Attachment M – Intentionally Omitted
- G.2.14. Attachment N – Intentionally Omitted

## **H. PRICE AND COST**

### **H.1. Pricing for Category 1, Parts and Service**

- H.1.1. Pricing for parts shall be based on the manufacturer's list price, less any percentage discount to be given for this contract. No additional shipping and handling fees will be assessed at the time of order. Suppliers shall identify the current applicable cost/price list used. Examples of cost/price lists are:

- H.1.1.1. Current dated manufacturer's cost to Supplier.
- H.1.1.2. Current dated manufacturer's suggested retail price list(s).
- H.1.1.3. Current dated manufacturer's State price list(s).
- H.1.1.4. Jobber list.

H.1.2. Suppliers are to identify the current applicable cost/price list used when completing Attachment A – Pricing Sheet for Category 1.

H.1.3. Labor

- H.1.3.1. Pricing for labor shall be based on hourly rate, either at the Authorized User's location or at the Supplier's location. Service rate per mile will be utilized if the Supplier repairs equipment at an Authorized User's location. See Attachment A – Pricing Sheet for Category 1.

**H.2. Pricing for Category 2, Construction Equipment**

Intentionally Omitted

## Attachment A - Pricing Sheet for Category 1

Suppliers shall furnish pricing in the spaces provided below.

Unit prices shall include all costs associated with repair services.

### Cost for Repair Services

**Labor Rate:** Hourly rate for labor required to perform work.

**Cost for Parts:** Price quoted for parts shall be list price, less a percentage discount. Discount to include shipping and handling. No additional shipping and handling fees will be assessed at the time of order.

Provide pricing for the below listed type of services	Year One Date of Award thru one year
<b>Repair Services</b>  <b>Labor Rate</b>  <b>Parts, at list price, less a percentage discount</b>	\$ _____  _____%
<b>Repair Services</b>  <b>Parts, at list price, less a percentage discount</b>	_____%
<b>Service Rate per mile if Supplier repairs equipment at a Government Entity location (ONLY if over 20 miles from Supplier location)</b>	\$ _____ per mile
<b>If parts are to be shipped please provide the means by which you ship your parts (i.e. UPS, FedEx, USPS)</b>  <b>Charge for shipping to be included in your discount percentage rate.</b>	

Name of Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

County: \_\_\_\_\_

Contract Contact Person Name: \_\_\_\_\_

Contact Person's Email Address: \_\_\_\_\_

Area Code + Phone Number: \_\_\_\_\_

Area Code + Fax Number: \_\_\_\_\_

Surrounding Counties you can service:

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

Identify the current applicable cost/price list used:

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

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

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

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

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