



State of Oklahoma
Department of Central Services
Central Purchasing

Solicitation

Solicitation #: SW10818

Solicitation Issue Date: February 12, 2010

Brief Description of Requirement:

Hand and Power Tools

Multi-State Participation / NASPO Cooperative Contract

Response Due Date¹: March 31, 2010

Time: 3:00 PM CST/CDT

Issued By and RETURN SEALED BID TO:

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

U.S. Postal Delivery:

Department of Central Services, Central
Purchasing
P.O. Box 528803,
Oklahoma City, Oklahoma 73152-8803

Solicitation Type (check one below):

- Invitation to Bid
 Request for Proposal
 Request for Quote

1. **Requesting Agency:** State of Oklahoma Department of Central Services/Central Purchasing

2. **Contracting Officer:**

Name: Lisa Bradley
Phone: (405) 522-4480
Email: lisa_bradley@dcs.state.ok.us

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



**State of Oklahoma
Department of Central Services
Central Purchasing**

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** SW10818 - Hand and Power Tools

2. **Bidder General Information:**

FEI / SSN : _____ VEN 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

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.state.ok.us 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. 2001, § 2.6 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

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

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/documents/WorkersComp.pdf>



**State of Oklahoma
Department of Central Services
Central Purchasing Division**

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

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: SW10818 - Hand and Power Tools

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.

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 a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "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.1.5.** "Supplier" 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", DCS-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. 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)", DCS-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 legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- 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", DCS-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 DCS/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. 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 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 the Department of Central Services, Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Bids Subject to Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. 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.

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 will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- 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, 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

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

A.14. Award of Contract

- A.14.1.** The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" (www.ok.gov/OSF/documents/osfvend.pdf). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www.irs.gov/pub/irs-pdf/fw8ben.pdf). Failure to do so may delay contract award.

A.15. Contract Modification

- A.15.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2.** Any change to the Contract, including 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 Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.17. Invoicing and Payment

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §41.4a and 62 O.S. §41.4b.

A.18. Tax Exemption

Purchases by the State of Oklahoma are exempt from Oklahoma sales or use taxes and Federal excise tax. The Central Purchasing Division shall furnish tax exemption certificates upon written request.

A.19. Audit and Records Clause

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(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 three 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 three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

A.20. Non-Appropriation Clause

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

A.21. Choice of Law

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

A.22. Choice of Venue

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

A.23. Termination for Cause

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

A.24. Termination for Convenience

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

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

A.26. Employment relationship

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

A.27. Compliance with 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.28. 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

Introduction

The State of Oklahoma, as the "lead state", and on behalf of the National Association of State Procurement Officials (NASPO), offers this contract for the purchase of Hand and Powered Tools for State and Local Government Agencies.

B.1. Anticipated Timeline

RFP Milestones	Estimated Completion Dates
RFP Issue Date	February 12, 2010
Intent to Respond (Attachment A)	February 19, 2010
Pre-Bid Conference Call	February 23, 2010 2:00 PM
Supplier Question Deadline	March 4, 2010 3:00 PM
Supplier Answers Posted as Amendment	March 12, 2010
Past Performance Information Forms Due	March 22, 2010
Responses to RFP Due	March 31, 2010

B.2. Pre-Bid Conference Call

A pre-bid conference call has been scheduled for Tuesday, February 23, 2010; 2:00 PM, CST. All interested suppliers should review and be familiar with the scope of this RFP prior to this conference call. It is highly recommended that all interested parties participate in this call.

Conference Call Information

Date: Tuesday, February 23, 2010

Time: 2:00 PM CST

Phone Number: 405-521-6819

B.3. Participants

The National Association of State Procurement Officials ("NASPO") is a national association of Chief Procurement Officers that has created a guide for national cooperative procurement for state government departments, institutions and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the NASPO Member States and territories of the United States. Obligations under contracts that result from this cooperative procurement are limited to those Participating States who have signed (and not revoked) an Intent to Contract at the time of award, or who have executed a Participating Addendum where contemplated by the solicitation. Following award, additional states may elect to join and use this contract as determined individually in their best interest. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in

the solicitation, the resulting price agreement(s) will be permissive.

B.3.1. Interested Parties Pre-Solicitation

The following States, in addition to Oklahoma, have expressed some degree of interest to date of participating in this cooperative purchasing initiative.

Louisiana, South Carolina, New Jersey, South Dakota, West Virginia, , Delaware, Tennessee, New York, Kansas

B.4. Definitions

“Lead State” means the State conducting this cooperative solicitation and centrally administering any resulting price agreement with the permission of the NASPO Member States.

“Offer” or “Bid” or “Proposal” refers to the offer submitted in response to a solicitation, whether denominated as an invitation to bid, invitation for bid, request for proposal, or otherwise. “Bidder” or “Supplier” similarly refers to the person, company, or other entity submitting the bid or proposal that constitutes an offer capable of acceptance, regardless of the solicitation method used.

“Permissive price agreement” means that placement of orders through the price agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the price agreement without using statutory or regulatory procedures (e.g. invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the price agreement so long as applicable procurement statutes and rules are followed.

“Participating Addendum” means a bilateral agreement executed by the contractor and a Participating State (or a political subdivision with the consent of its state’s chief procurement officer) that clarifies the operation of the price agreement for the State concerned, e.g. ordering procedures specific to a State, and may add other state-specific language or other requirements.

“Participating State” means a member of NASPO who has indicated its intent to participate as disclosed on the solicitation, or who subsequently signs a Participating Addendum where contemplated by the solicitation.

“Purchasing Entity” means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and Participants authorized to purchase the goods and/or services described in this solicitation.

B.5. Contract Term and Renewal

Contract Term: The initial contract period is for two (2) years with the option to renew for two additional two-year periods, with the caveat that State agencies may not make any funding obligations beyond a twelve month period.

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

B.6. Type of Contract

This is a contract for indefinite delivery and indefinite quantity for the suppliers/services applied.

B.7. Contract Preference

This contract will be mandatory for the “lead” state of Oklahoma. The contract resulting from this procurement will be considered mandatory use for tool purchases by all State Agencies. The contract will not be mandatory for products that are found on other mandatory contracts or for any products distributed by State Use vendors. In addition, Authorized Users will be permitted to buy product from off-contract vendors during emergency, as defined per State statute. Individual states may make the determination of mandatory contract based on their jurisdictional authorization or requirements.

B.8. Extension of Contract

The State may extend this contract, in 90 day intervals, if mutually agreed upon by both parties in writing.

B.9. Contract Management Fee

As empowered by State Statute §85.33 A & B, the Department of Central Services imposes, and Vendors agree to pay, a contract management fee in the sum of 1% of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Vendor, to DCS Central Purchasing Division within 30 calendar days from the completion of the quarterly reporting period defined below. The contract management fee check and the Contract Usage Report will be sent to:

Personal or Common Carrier Delivery:
Department of Central Services
Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116
Oklahoma City, OK 73105
Attention Lisa Bradley

U.S. Postal Delivery:
Department of Central Services
Central Purchasing
PO Box 528803
Oklahoma City, OK 73152-8803
Attention: Lisa Bradley

Quarterly reporting periods are defined as:

- March 1 through May 31
- June 1 through August 31
- September 1 through November 30
- December 1 through February 28

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

B.10. Competitive Negotiation of Proposals

The respondent is advised that under the provisions of this Request for Proposal, the State reserves the right to conduct negotiations with the respondents to award a contract without negotiations. If such negotiations are conducted, the following conditions shall apply:

- B.10.1.** Negotiations may be conducted in person, in writing, or by telephone.
- B.10.2.** Negotiations will only be conducted with potentially acceptable proposals. The State reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase.
- B.10.3.** BEST and FINAL: The State may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, you should not expect that we will ask for best and final offers to give you an opportunity to strengthen your proposal.

B.11. Evaluation and Award

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

- B.11.1.** Business and Technical Proposal (see Attachment C)
- B.11.2.** Cost Proposal (see Attachment D)
- B.11.3.** Risk Assessment and Value Added (RAVA) Plan (see Attachment E)
- B.11.4.** Past Performance Information (see Attachment F)

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

B.12. News Releases

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

B.13. Account Management

B.13.1. ACCOUNT MANAGER

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

The Account Manager shall, upon request attend meetings at Central Purchasing or at other sites, as requested and determined by the Contracting Officer. The Account Manager will be responsible for reports required by the contract and to serve as liaison between the Contractor and Central Purchasing and any other eligible participant. The Contracting Officer may require the Contractor to relieve the Account Manager from work on this contract, if in its opinion, it is apparent that the Account Manager does not deliver work that conforms to performance standards outlined in this RFP.

This named Account Manager must be among those present for all scheduled pre-award meetings.

B.13.2. ACCOUNT MANAGER'S JOB DUTIES

It is desirable that the Account Manager's duties include, but not be limited to the following:

- B.13.2.1.** Regular communications with the Facilities' representatives to discuss any shortages and needed substitutions.
- B.13.2.2.** At the onset of the contract, efforts should be made to conduct meetings with Facility personnel to discuss areas of concern as needed. As the contract progresses the frequency of these meetings may be reduced.
- B.13.2.3.** Demonstrate to the Contracting Officer and to the Facilities' staff new products available on the market.
- B.13.2.4.** Maintain and update the market baskets and master price lists/catalogs and review with and distribute to the different Facilities on an ongoing basis.
- B.13.2.5.** Handle all facility/agency complaints and maintain a log of the complaints and resolutions. Handle all requests from facility/agency/Contracting Officer for inquiries about products.
- B.13.2.6.** Issue credit memos and arrange for return of incorrectly shipped or deficient products.
- B.13.2.7.** Resolve any problems and/or discrepancies with the order/delivery schedules.
- B.13.2.8.** Coordinate with the Contracting Officer any rebate programs or special pricing promotions which have been offered from manufacturers.
- B.13.2.9.** Work in conjunction with the Contracting Officer in doing research and making recommendations for product changes to better meet the needs and challenges of the State of Oklahoma.
- B.13.2.10.** Present and discuss cost reduction ideas on a regular basis.

B.13.3. KEY SUPPORT STAFF AND PERSONNEL

The respondent must identify key support staff and/or personnel other than the Account Manager who will be responsible for the implementation and daily administration of this contract. Please describe the key responsibilities of each key support staff member and their relevant experience. The respondent should also provide an organizational chart to reflect the company's internal structure. The list of key support staff and/or personnel with their contact information should also be provided.

B.14. Quantity Estimates

Estimated quantities are informational and not to be construed as a warranty of accuracy of historical or anticipated volumes or a guarantee to purchase any amount.

B.15. Taxes

Offered prices shall be exclusive of state sales and federal excise taxes. Where the state government entities are not exempt from sales taxes on sales within their state, the contractor shall add the sales taxes on the billing invoice as a separate entry.

B.16. Patents, Copyrights, Etc

The Contractor shall release, defend, indemnify, and hold harmless NASPO, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of NASPO, the Participating States and the Purchasing Entities, from liability of any kind or nature, including the Contractor's use of any copyrighted or uncopyrighted composition, process, patented or unpatented invention, article or appliance furnished or used in performance of this contract.

B.17. Award

Multiple contracts may be awarded as a result of this solicitation. Awards in requests for proposals (competitive sealed proposals) shall be made to the responsible supplier(s) whose proposals are determined to be the most advantageous to the Participating States, taking into consideration price and the other evaluation factors set forth in the solicitation. The Participating States reserve the right to award items separately or by grouping items, or by total lot.

B.18. Default and Remedies

A. Any of the following shall constitute cause to declare the contract or any order under this contract in default:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this contract.

B. A written notice of default, and an opportunity to cure, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire agreement), a Participating State (in the case of a breach of the Participating Addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.

C. If the default remains after the opportunity for cure, the non-defaulting party may:

- (1) Exercise any remedy provided by law or equity;
- (2) Terminate the contract or any portion thereof, including any orders issued against the contract;
- (3) Impose liquidated damages, as specified in the solicitation or contract;
- (4) In the case of default by the contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend contractor from receiving future solicitations.

B.19. Hold Harmless

The contractor shall release, defend, indemnify and hold harmless NASPO, the Participating States, and the Purchasing Entities, as well as the officers, agents and employees of NASPO, the Participating States and the Purchasing Entities, from and against any damage, cost or liability, including reasonable attorneys fees for any or all injuries to persons, property or claims for money damages arising from acts or omissions of the contractor, its employees or subcontractors or volunteers.

C. SPECIFICATIONS

The State of Oklahoma, and interested States, is expected to purchase an estimated \$5-10 million worth of Hand and Power Tools annually. This will include the necessary attachments and accessories for tools purchased. There is no guaranteed amount of purchases or utilization of the resultant contract. This amount is an estimate, as additional entities will be joining this cooperative agreement.

C.1. Products and Services

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

The State(s) currently holds numerous contracts for Tool and accessories. It is the intention of the State(s) to combine

these separate volumes into one contract for the largest logically consolidated total volume possible that meet our collective quality, price, and service needs.

By consolidating these existing contracts, the State(s) expects substantial savings opportunities from leveraged purchasing, simplification of use by State agencies, and greater ease of administration of the contract. The State intends to establish one or more Tool contracts to satisfy the requirements of each of the products listed. The State may opt to award any given category to one or more respondent(s), or it may award all categories to one respondent. In the best interest of the State(s), the State reserves the right to add additional suppliers and or geographical areas at any time to ensure complete coverage to authorized users. Manufacturers are strongly encouraged to describe and authorize their distributor network to provide products and services via this contract. The distributor network should be described in enough detail to determine geographical coverage areas. Respondents may offer prices for all items within each category or selected items within selected subcategories, or any variation thereof.

The Contracting Officer may negotiate with the successful contractor (manufacturer) which may designate or assign this contract to a distributor, or a network of distributors. The designation of distributors is preferred to be included with the bidder's response. Designation of distributors may occur after award with the approval of the Contracting Officer.

Individual States may execute a participating addendum with approved manufacturers designated distributors to provide local or regional service and representation.

Respondents are strongly encouraged to submit pricing/proposals on as many products and categories as possible. Breadth/Coverage will be part of the evaluation criteria.

The Contract resulting from this solicitation is intended to be an instrument that can be used by all Authorized Users for the majority of their Tool needs. Authorized Users for this Contract may include State agencies and other public bodies authorized to purchase off of the contract. Each purchasing entity will place orders directly with the winning Respondent(s).

Both resellers/distributors and manufacturers are invited to respond to this RFP.

C.2. Purchasing Process and Pricing

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

Each category is divided into three tiers in this RFP:

Tier 1: Market Basket (fixed price portion)

Tier 2: Discounts from manufacturer list prices, or publically available pricing references for selected manufacturers

Tier 2 Sample Pricing

Respondents should provide fixed pricing (Contract Pricing) including standard delivery costs for products listed in Tier 1.

For Tier 2, Respondents are requested to provide a discount off of the list or other publically available price for the manufacturers listed under each category. This discount will be applied to this price to come up with the Contract Pricing (inclusive of Standard delivery) for Tier 2 products. Additionally, Respondents can add manufacturers to the list and offer discounts off of those manufacturers' list prices.

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

Tier 1 details: Respondents are urged to submit bids for at least 50% of the market basket products in any category; otherwise, the State may, at its discretion, disqualify the Respondent from that category. Pricing for all items on the market baskets will be fixed pricing (discount-off-list or cost-plus will not be accepted). Pricing proposed will remain fixed for the first twelve (12) months of the contract. Price adjustments may be sought annually over the life of the contract (after the initial twelve month period), based upon documented increases in Respondent's cost. The Contracting Officer will make the final decision on completeness of the documentation and whether to approve the price adjustments. If pricing for Market Basket items decreases in the industry, the respondent is required to pass the price decreases on to the State by amending the Contract quarterly with new, lower prices

Tier 2 details: The discounts offered off of the list or publically available price for Tier 2 manufacturers will be held constant over the course of the contract. When requested, Respondent/Contractor will provide list price for any Tier 2 manufacturer or product group.

Authorized Users will be permitted to purchase items from Tiers 1 and 2, as well as any other items they may require from Contractor's catalog. However, Tiers 1 and 2 are intended to capture the majority of the Authorized Users' requirements. The State reserves the right to update the Tier 1 list of items at any time during the contract. The State and Contractor will negotiate in good faith a fixed price for any new Tier 1 items that will at most equal the price derived from the Tier 2 pricing system. The State also reserves the right to update the Tier 2 list of manufacturers during the contract.

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

C.3. Mandatory Nature of Contract

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

C.4. Service Level Requirements and Expectations

Section C.4.1 lists the State's Mandatory Service Level Requirements. Respondents must indicate whether they are able to meet these service level requirements in Attachment C: Business and Technical Proposal Response Template (Mandatory Service Level Requirements). **Respondents that are unable to meet any of these service level requirements may be eliminated from consideration for an award.**

Section C.4.2 lists the State's Desired Service Level Expectations. These expectations are desired by the State and the State will evaluate these responses as part of the technical/qualitative evaluation. Respondents must indicate whether they are able to meet these service level expectations in Attachment C: Business and Technical Proposal Response Template (Desired Service Level Expectations).

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

C.4.1. Mandatory Service Level Requirements

This section of the document contains Mandatory Service Level Requirements that the successful respondent is required to meet at NO extra charge. Respondents are required to indicate any inability to provide the Mandatory General and Constituency Specific Service Level Requirements (as defined in the remainder of this section of the document) in Attachment C: Business and Technical Proposal Response Template (Mandatory Service Level Requirements). **Respondents who cannot meet Requirements C.4.1.1 through C.4.1.6 may be disqualified on the grounds of non-responsiveness.**

- C.4.1.1.** For all products sold, Contractor must be an original manufacturer, authorized distributor, or dealer authorized by manufacturer. If requested, Respondent must be able to identify an account number with manufacturers represented.
- C.4.1.2.** Each product sold will have a minimum of manufacturer's standard warranty for parts and labor.
- C.4.1.3.** Proposed pricing will remain fixed for the first twelve (12) months of the contract. Requests for additional increases in pricing for contract items will be limited to once a year, unless emergency situations arise. Any changes in pricing must be submitted in writing, to the Contracting Officer, at a minimum of 30 days prior to a price increase.
- C.4.1.4.** If any prices fluctuate between the time of order and delivery, Contractor shall charge the prices in effect as of the order date.
- C.4.1.5.** The Contractor will not invoice service fees or additional costs to the Authorized Users during the term of the contract. For instance, there will be no small order, minimum order, special order, shipping (except Rush delivery as specified in the Cost Proposal), hazardous materials, pallet, or fuel charges or surcharges. This does not preclude price changes as described in section C.2.
- C.4.1.6.** Delivery to End Users: Authorized Users are located throughout the State, both within and outside of major metropolitan areas. Whenever possible, Authorized Users will work with Contractor to develop regular delivery schedules. All deliveries must be made on days and times acceptable to Authorized Users.

Standard orders must be delivered to end users within 5 business days after receipt of order. Rush orders to end users must be delivered next day after receipt of order.

Although delivery schedules may change over time as Authorized User needs change, Authorized Users intend to continue ordering in regular intervals whenever possible. Hence, Contractor may be able to fix a regular delivery schedule (e.g. weekly, bi-weekly, and monthly).

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

The following three requirements (sections C.4.1.7, C.4.1.8, and C.4.1.9) apply to secure facilities only (primarily within the Department of Correction):

- C.4.1.7.** Contractors' employees must comply with the security requirements at each facility. Authorized Users are responsible for alerting Contractor to these requirements before or while placing their first order. Contractor must comply with all security and identification procedures at each location, at no cost to Authorized Users.

Common security restrictions include:

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

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

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

- C.4.1.8.** Drivers who enter secure facilities must have prior approval to enter from security staff, generally involving a background check to ensure that they are not convicted felons. Contractor shall comply with any requests from the Contracting Officer to reassign a driver from a delivery route, whether or not the driver has passed the background check. At some facilities, trucks will be searched prior to entry and exit, causing up to a 30 minute delay each way.
- C.4.1.9.** At most secure facilities, drivers cannot have any weapons (including jack knives or box cutters), cell phones, pagers, drugs, tobacco products or any item deemed to be potential contraband. Correctional officers can hold these items for drivers at the delivery sally-port and return them as the driver exits the grounds. Any illegal items will not be returned.

C.4.2. Desirable Service Level Expectations

This section of the document contains Desirable Service Level Expectations that the Contractor is expected to perform at NO extra charge. **All Mandatory Requirements listed in Section C.4.1 supersede the Desirable Service Level Expectations listed below.** Respondents are required to indicate any inability to provide the Desirable Service Level Expectations (as defined in the remainder of this section of the document) by indicating as such in Attachment C: Business and Technical Proposal Response Template (Desired Service Level Expectations). In addition, respondents are required to propose alternatives to Desirable Service Level Expectations that cannot be met.

- C.4.2.1.** Response Time: The Contractor should respond to all communications no later than one business day. Contractor's failure to respond within one business day may result in the assessment of liquidated damages in the amounts determined in Section C.4.2.39.
- C.4.2.2.** Fill Rate: The Contractor should maintain a Fill Rate of 98%. The fill rate will be calculated by each Facility, by dividing the number of line items delivered on time by the number of line items ordered for delivery during that month and multiplying the result by 100 to arrive at the percent (%) fill rate. Approved and accepted substitutions shipped and delivered on first fill will not count against fill rate; disapproved or denied substitutions or substitutions not delivered on first fill will count against fill rate. Contractor's failure to maintain a Fill Rate of 98% may result in the assessment of liquidated damages in the amounts determined in Section C.4.2.39.
- C.4.2.3.** Invoice Accuracy: The Contractor should strive to achieve invoice accuracy of 100% as measured by SKUs ordered.

- C.4.2.4. Delivery Standards:** After award, the Contractor and the Authorized Users should contact each other to set up a regular delivery schedule. Contractor should accommodate any required delivery frequencies, days and times, and should make every effort to accommodate Authorized Users' preferences, as stated in this document or communicated subsequent to the RFP.

Respondent should make deliveries on dates and times acceptable to Authorized Users. If a regular delivery day falls on a State holiday, Authorized Users and Contractor may determine an alternate date.

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

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

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

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

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

- C.4.2.5. Palletized Delivery Requirements:** Some facilities do not accept palletized deliveries. Others have size restrictions or maximum height requirements. Authorized Users will alert Contractor to special requirements while or before placing their first order. Contractor should not use any State equipment, including pallet jacks, to unload deliveries.

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

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

- C.4.2.6. Non-Delivery:** After notification of impending short or out-of-stock items, Authorized User may cancel balance of incomplete deliveries without penalty. Authorized User may purchase shorted items that cannot be supplied by the Contractor by date required elsewhere. Contractor will be liable for the difference in unit price between the contract price and the price of such emergency purchases.

Such charges may be deducted from invoices payable to Contractor. Any amount outstanding over and above the amounts deductible from invoices may be credited to the account of an Authorized User of the State's choosing.

- C.4.2.7. Overall Customer Satisfaction:** Contractor should develop a plan to conduct a quarterly survey of end-users to determine the level of customer service satisfaction experienced by Authorized Users, and should conduct such a survey upon request from the Contracting Officer. Both the raw and analyzed survey results should be provided to the Contracting Officer. The following includes some of the areas to be measured on the survey: Responsiveness, Communication, Courtesy, Competence, Effectiveness, and Overall Satisfaction.

- C.4.2.8.** Ordering Methods: Contractors should have a toll free (800) number. Each Authorized User will be responsible for placing its own orders, which may be accomplished by written purchase order, telephone, fax or computer on-line systems. The State encourages Contractors to have online ordering capabilities, such as a dedicated State website, to facilitate online orders. In the response, please include screenshots of the relevant web interface.
- C.4.2.9.** Payment Options: Authorized Users will pay the Contractor by check, electronic funds transfer, or with the State's authorized P-card. The State currently uses a MasterCard branded P-card.
- C.4.2.10.** Freight Policy: All shipments should be F.O.B. Destination to the specified location, with inside delivery if requested. Contractor is responsible for filing and expediting all freight claims with the carrier. The Contractor should pay title and risk of loss or damage charges.
- C.4.2.11.** Rush Delivery: Respondents should be able to provide Rush Delivery to Authorized Users within a 24 hour window. Explain your rush delivery capabilities in your response.
- Emergency/rush delivery requiring special shipping and handling will be at Authorized Users' expense (with prior approval from the Authorized User). Rush delivery that occurs as a result of the Contractor's error will be free of charge.
- C.4.2.12.** Shipping: The State is committed to recycling and reuse of packaging materials. Some Authorized Users may also require shrink wrapping. Authorized Users will inform Contractor of any such requirements.

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

All products should be shipped in a manner which will enable the receiving person(s) to easily check the shipment with the invoice. All individual units of measure (such as cases, rolls, pallets etc,) should have a clearly visible "vendor product label" containing the following fields:

- Vendor product number
- Manufacturer product number
- Qty per UOM (e.g. 2400/ case)

Respondents are also requested to provide the number of cases of similar items if possible. (e.g. if 5 cases of drop cloths, then label should indicate case 1 of 5, case 2 of 5 and so on.)

A packing slip should also be included with each shipment, which should include at least the following information in no particular order:

- Customer/ Authorized User account number
- Customer/ Authorized User name (constituency description)
- Customer/ Authorized User address
- Ship date
- Purchase order number (or purchase method and user name, if there is no purchase order)
- Vendor product number per line item
- Line item description
- Quantity ordered
- Quantity included in shipment
- Unit price
- Any back order items

Any shipping containers which are not properly marked as per the instructions above can be cause for automatic rejection.

C.4.2.13. Return of Product: Any materials delivered in poor condition, in excess of the amount authorized by the requisition form or not included on the requisition form or purchase order may, at the discretion of the Authorized Users, be returned to the Contractor at the Contractor's expense within 30 days. Credit for returned goods shall be made immediately once the Contractor receives the returned goods.

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

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

The Contractor should bear all shipping and insurance costs.

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

Please describe your return policy in detail.

C.4.2.14. Returns Due to User Error: Contractor should provide for return of unopened items ordered in error for up to 30 calendar days from delivery. For all returns of unopened items or returns due to user error, returns should be provided free-of-charge as long as they occur at a regularly-scheduled delivery time. Otherwise, Authorized Users should be responsible for all costs associated with the preparation of the product for shipping, and all shipping costs to the Contractor's nearest service location for such returns; no additional charges are allowed, including restocking fees.

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

C.4.2.15. Post-Order Customer Service: The Contractor should provide each of the designated Authorized Users a single point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative should be available during standard business hours in the Central time zone, regardless of the time zone where Contractor is located. All service representatives should have access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, statewide contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by email, fax, or phone (local or 800 number).

C.4.2.16. Price Verification: The Contractor should be able to provide manufacturer price lists and its own list price lists at the State's request in order for the State to verify Tier 2 pricing. The Contractor should have its own auditing system to verify that correct pricing is being offered to the State. In addition, the State reserves the right to audit Contractor records in order to identify discrepancies. If discrepancies are found, at a minimum, the Contractor will refund the State the difference and may be subject to other legal remedies.

C.4.2.17. Respondents should offer all rebates and special offers (including commercial and consumer offers) made available by the manufacturer, in addition to contracted pricing.

C.4.2.18. Quality Assurance and Warranty Guarantee: The Contractor should guarantee its products to be free from defects in materials and workmanship, given normal use and care, over a minimum of the manufacturer's warranty period. The Contractor should agree to repair and/or immediately replace without charge (including freight both ways) to Authorized Users any product or part thereof that proves to be defective or fails within the warranty period as specified.

C.4.2.19. Product Availability: The State should not allow any cancellation of Tier 1 products without an equal and acceptable replacement approved by the Contracting Officer. Contractors should communicate manufacturer's discontinuation of any products to the Contracting Officer in writing within five (5) business days of notification by manufacturer. In such instances, Contractors should work with the Contracting Officer to identify and implement alternative options that will maintain or reduce costs associated with the replacements. Contractors should be prepared to offer detailed quarterly reports if requested by the State, displaying removed SKUs off of Market Basket and suggested replacements.

Contractors should offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement product number, description, and final price.

- C.4.2.20.** Notification of Back Orders: Please describe in detail your back order notification procedures.
- C.4.2.21.** Emergency Product Substitutions and Out-of-Stock Items: If necessary to complete a shipment on time, Contractor may request a product substitution. The product substituted should be of equal or larger quantity, equal or better quality and/or grade, at no additional cost, and the Authorized User should accept the substitution in writing (email is acceptable) prior to delivery. Invoices shall denote all items and quantities as ordered. Any shorted items shall be noted as "out-of-stock."
- C.4.2.22.** Receiving Procedures and Order Inspection: State personnel may inspect and verify deliveries. Products may be matched against the packing slip and order specifications. Authorized Users may identify and reconcile delivery discrepancies of quantity or quality after delivery. Product delivered will also be inspected at time of use and is subject to refusal/return for issues of quality.

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

When receiving deliveries, Authorized Users may:

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

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

- C.4.2.23.** Invoice Requirements: All invoices should reflect the prices and discounts established for the items on this contract for all orders placed by Authorized Users.

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

- Contractor name
- Remit to address
- Purchase order number (or purchase method and user name, if there is no purchase order)
- Invoice Number
- Release number if given
- Date of order/ release
- Item manufacturer's name or abbreviation (if applicable)
- Complete item description
- Unit of measure
- Quantity per UOM
- Manufacturer's product number

- Contractor's catalog and/or stock numbers
- Contract price
- Quantity shipped
- Extended prices
- Shipping charges (if applicable)
- Discounts
- Agency Name
- Purchaser name
- Account number
- Invoice total

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

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

C.4.2.24. Contractor's Report of Sales: The vendor should submit reports monthly and/or quarterly. If monthly, the report shall be received by the State within 15 calendar days after the last day of the month, if quarterly, the report shall be received within 30 calendar days following the reporting period described herein.

The template in Excel format for the report will be provided after the contract is awarded. Specifically, the data fields to be reported for each item purchased are:

- Name of Agency / Institution / Municipality / Public Body making the purchase
- Purchase Order Number
- Purchasing card purchase? (Y/N)
- Order date
- Invoice number
- Invoice date
- Product Category (per the categorization listed in the RFP)
- Product Tier (1, 2, or 3)
- Manufacturer Name
- Manufacturer SKU or Product Code
- Contractor Product Number
- Product Description
- Product Unit of Measure (UOM)
- Number of Items per UOM
- Quantity of UOM Ordered
- Unit Price
- Manufacturer's List Price
- Tier 2 Discount (if Tier 2 item)
- Extended Price

C.4.2.25. Additional Reporting: Minimally, the Contractor should be able to produce upon request: Annual, semi-annual or quarterly customized reports on purchases of certain products to

assist the State with any environmental compliance and reporting may be required. The reports are to include (as applicable): ship to address, chemical name, CAS number, and concentration of each chemical component, MSDS information, manufacturer and manufacturer's stock number.

Periodic reports identifying the Contractor's fill rate and performance against other metrics

- C.4.2.26.** Complaint Resolution Procedure: The Contractor should have a robust complaint resolution procedure and a clear hierarchical path a complaint takes. Please describe in detail.
- C.4.2.27.** Lock-out Items: Tools designated as "lock out" items are items that cannot be purchased from this contract by State Agencies (purchase by cities, counties, school districts, etc. is not restricted). These items may be items that are available under other mandatory State contracts, State Use Industries, etc. The Contractor(s) should inform end users that they are not able to purchase any "lock out" item from the Contract. The State will provide the product descriptions of items required to be locked out during the initial contract implementation period. The State will require the Contractor to implement a program for lock-out items, including blocking such orders online.
- C.4.2.28.** Disaster Recovery: The State expects the Contractor to have robust disaster recovery capabilities and procedures, to continue service in all aspects of its operations. Contractor shall provide a copy of such a plan in the response. A more detailed disaster/emergency plan must be completed and approved by the State within thirty (30) days of Contract award. Please see also C.4.2.35.
- C.4.2.29.** Contract Usage: Responses should cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful vendor(s). In the response, respondents are required to indicate whether their response (1) permits usage by entities other than State Agencies or (2) permits usage by State Agencies only.
- C.4.2.30.** Contractor's Representative: Contractor's representative should be available to meet at least quarterly with Authorized Users who request it, in order to discuss contract concerns. Contractor's representative should be available upon request of the Contracting Officer to evaluate contract implementation and performance, and to identify continuous improvement opportunities or market changes.
- C.4.2.31.** Catalogs: Contractor should have web based catalog(s) and deliver hard copies, CD-ROM, or electronic media copies of the most current catalog to each Authorized User upon request. Contractor should provide Contracting Officer with an electronic copy of its most recent catalog within five (5) business days of publication.
- C.4.2.32.** MSDS Database: Contractor should provide electronic access to MSDS information via at least one of the following options:
- Provide all Authorized Users access to Contractor's MSDS database via the internet at no additional cost.
 - Provide the complete MSDS database on CD ROMs at no cost.
- C.4.2.33.** Marketing: Contractor should assist the Contracting Officer in preparing marketing tools to promote the contract relationship, but be aware that inappropriate marketing communications sent directly to Authorized Users will not be permitted. All marketing materials should be approved in advance by the Contracting Officer. Contractor should arrange for product demonstrations, product literature, and other informational support when requested by the Contracting Officer. Please describe in detail your marketing approach.
- C.4.2.34.** Training: Contractor should provide any necessary training for Authorized Users on, at a minimum, the following topics: catalog access, order placement, and invoice processing. All training shall be coordinated through the Contracting Officer or Authorized Users. Please describe in detail your approach.
- C.4.2.35.** Disasters and Emergencies: In the event of a disaster or other emergency at an Authorized User location (such as severe damage or destruction of a storage facility or

other building), Contractor should provide delivery as soon as possible, or within 24 hours after receipt of order to the affected facilities, including weekends, except where the Contractor's ability to perform is impaired by the same disaster or emergency, in which case delivery schedule will be mutually agreed upon. A detailed disaster/emergency plan must be submitted to the Contracting Officer within 30 days of Contract award for approval.

C.4.2.36. Shipments should be made using vehicles owned and/or managed by the Contractor or by common carriers with parcel tracking abilities.

C.4.2.37. In-Store Purchases: If the Contractor operates or has special arrangements with brick-and-mortar stores in the State, the Contractor should extend contract pricing for in-store purchases. The Contractor will be expected to formulate a method to identify an Authorized User as such so that contract pricing will be made available for in-store purchases during check out. Please describe this in detail.

C.4.2.38. LIQUIDATED DAMAGES:

The State desires to contract with a vendor who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under this Contract. Therefore, the State has developed the following Key Performance Metrics (KPM) which shall be used to measure Contractor's performance and delivery of services. Note: the Contractor shall comply with all contract terms and conditions upon execution of contract.

Listed below are the KPMs deemed most crucial to the success of the overall desired service level. The Contractor shall ensure that the stated KPMs are met. When such standards are not met, liquidated damages may be assessed by the State. Liquidated Damages shall be paid upon the Contractor's receipt of notice from the State of the amount of the assessment by crediting the mutually accepted assessment amount from the Contractor's next invoice to the affected Authorized User.

In the response, Respondents are asked to propose liquidated damages for each instance when the KPMs are not met as listed below. Further, Respondents are asked to add more KPMs and liquidated damages, as applicable.

C.4.2.38.1. Reporting.

1) For each week after the 15th of the month for which an accurate and complete usage report has not been received from the Contractor, the Contractor may be assessed liquidated damages.

2) For the second occurrence that the Contractor fails to timely provide an accurate and complete usage report, liquidated damages may be assessed per week that the report is overdue.

3) For the third occurrence that the Contractor fails to timely provide an accurate and complete usage report, liquidated damages may be assessed per week that the report is overdue.

C.4.2.38.2. Response Time

If the Contractor does not respond to all communications within 1 business day, the Contractor may be assessed liquidated damages for each day after the 1-business day requirement.

C.4.2.38.3. Fill Rate

If the Contractor does not maintain a fill rate of 98% each month at every Authorized User facility, the State may impose liquidated damages. The damages are by facility per month.

D. RISK ASSESSMENT AND VALUE ADDED (RAVA) PLAN

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

E. PAST PERFORMANCE INFORMATION

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

F. INSTRUCTIONS ON COMPLETING AND SUBMITTING RESPONSES

The evaluation and selection of a Contractor will be based on the information submitted in a Proposal. Additionally, references and any required demonstrations, interviews, and on-site visits may play a role in the evaluation process.

Failure to respond to each of the requirements in the RFP may be the basis for rejecting a response.

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

All responses must be received by Central Purchasing by the deadline listed in Section B.1 Anticipated Timeline. Responses must be submitted to the Contracting Officer, Lisa Bradley.

Personal or Common Carrier Delivery:

Department of Central Services,
Central Purchasing

Will Rogers Building

2401 N. Lincoln Blvd, Suite 116

Oklahoma City, OK 73105

Attention Lisa Bradley

U.S. Postal Delivery:

Department of Central Services,
Central Purchasing

PO Box 528803

Oklahoma City, OK 73152-8803

Attention: Lisa Bradley

All RFP-related questions must also be submitted to Lisa Bradley via email at Lisa_Bradley@dcs.state.ok.us using the supplied template (Attachment B: Questions & Inquiries Submission Template) by the above-mentioned deadline in Section B.1.

Respondents must submit one (1) Original complete response in hard copy plus two (2) hard copies of the Technical and Business Proposal and one (1) hard copy of the Cost Proposal. In addition, Respondents must also submit five (5) electronic copies of both Technical and Business Proposal and Cost Proposal, and RAVA plan on a CD or flash drive. In case of discrepancies within the different copies of responses, the Original hard copy will prevail over others.

Each copy of the proposal must follow the format indicated in this document. When completing attachments the Respondent must use the same format as the worksheet templates provided. If Respondents need more space, they may submit additional copies of the necessary forms. Electronic versions of the RFP and all appendices are available on the DCS website.

Do not make any changes to the electronic spreadsheet file formats. Do not submit the attachments as PDF file. Do not change column headers, or input text in numeric fields. When saving the attachments, include the Respondent's name in the filename before submitting electronic copies. Respondents are advised to use the following naming convention while saving the files:

<Respondent_Name.Proposal_Name.File_Number>

For example: "VendorABC_CostProposal_File1of1.xls"

G. CHECKLIST

To be submitted prior to RFP response submission:

- Questions on the RFP to the State, if any (using **Attachment B**)

Please make sure that your RFP response packet includes:

- Completed Form: Responding Bidder Information
- Completed Form: Non-Collusion Certification
- Business & Technical Proposal (using **Attachment C**: 1 hard copy Original + 2 hard copies + 5 electronic copies)
- Cost Proposal (using **Attachment D**: 1 hard copy Original + 5 electronic copies)
- Proposed Account Manager's Resume (1 hard copy Original + 2 hard copies + 5 electronic copies)
- Organizational Chart and Details of Key Support Staff (1 hard copy Original + 2 hard copies + 5 electronic copies)

copies)

- Risk Assessment and Value Added Plan (using **Attachment E**: 1 hard copy Original + 2 hard copies + 5 electronic copies)
- Past Performance Information (using **Attachment F**: filled out form sent directly to the State by the past client)