

Description of Amendment - continuing



Amendment of Solicitation

Date of Issuance: March 2, 2016

Solicitation No. 09000006747

Requisition No. N/A

Amendment No. One (1)

Hour and date specified for receipt of offers is changed: No Yes, to: _____ 3:00 PM CST/CDT

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery or Personal or Common Carrier Delivery:

Office of Management and Enterprise Services
Central Purchasing
5005 N. Lincoln Blvd., Ste. 300
Oklahoma City, OK 73105

Theresa Johnson
Contracting Officer

405 - 521 - 2289
Phone Number

Theresa.johnson@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

Section A – Answers to Questions

The following questions and answers are submitted by this amendment to provide information to all prospective suppliers. The questions are numbered and in bold type, and the answers are numbered in red type.

Question #1 – Pricing is Referenced in several sections in the RFP. The following sections reference firm fixed pricing under the RFP: Sections A. 10.1, A. 17.1, B.3, Section 6 of Attachment C, Section 12 of the State of Oklahoma Terms and Conditions, and Section 13 of the State of Oklahoma Terms and Conditions.

Can you Clarify if the RFP Pricing is a Firm Fixed Pricing per Item or a Firm Fixed Discount Pricing Per Product Category for the RFP?

Answer #1 – See Section H.3.5 “The Discount offered in the Proposal is fixed for the life of any resulting Master Agreements”. Attachment A, Pricing Proposal Category Discounts supplied is your firm Price. The pricing given on the Market Basket Worksheets is for evaluation purposes.

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b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**) _____ Date _____

Authorized Representative Name (**PRINT**) _____ Title _____ Authorized Representative Signature _____

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Question #2 – Per my earlier request, can you also provide clarification to the attached pricing sheets that is included in the ValuePoint Master Agreement with Factory Motor Parts.

In the Discount field:

Where is the discount derived from?

- Manufactures List Pricing?
- Other: (Please Explain)

Answer #2 – That is a different solicitation and subsequent award.

Question #3 – If you are involved with procurement in Oklahoma why is RFP on the Connecticut Ibiz site? Am I correct that your RFP is for Oklahoma and not for Connecticut?

Answer #3 – States post notices to ensure compliance with their requirements. These states are reserving the right for future participation.

Question #4 – I am the wholesale parts account manager for the Denver area for OEM parts for 9 brands of Automotive parts. I have been told that the state of Colorado might use your bid. Just wanted to make sure that this bid is for aftermarket parts only and not including OEM that I am interested in? And also if you are going to issue a bid for OEM parts also?

Answer #4 – This solicitation is for Aftermarket Automotive Parts only, a separate bid for OEM parts will not be issued

Question #5 – We will be participating in this opportunity, I just have a questions, is the state of Washing included as one of the participating states? I ask since the posting is also under the WEBS website.

Answer #5 – See question #3

Section B – Amend the solicitation to read as follows:

A. GENERAL PROVISIONS

No Updates or changes

B. SPECIAL PROVISIONS

No updates or changes

C. SOLICITATION SPECIFICATIONS

C.12 Participating States

C.12.1 – Add the State of New Mexico as a potential user of the resulting Master Agreement.

D. EVALUATION

No update or changes

E. INSTRUCTIONS TO BIDDER

E.7.2.5. Supplier should submit 1 master hard copy and two (2) CDs or DVDs containing an electronic copy of the proposal which must be clearly marked with the Supplier's name, solicitation number and date of solicitation closing. The Proposal must be submitted in the number of copies indicated. Note: One complete set of all required volumes shall be clearly marked "Master Copy".

E.16 Designation of Requirements

E.16.1 The requirements specified in this RFP Section are classified as either "Mandatory" or "Desirable Scored Criteria".

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F. EXHIBITS

No update or changes

G. ADMINISTRATIVE/TECHNICAL REQUIREMENTS

G.1 ADMINISTRATIVE REQUIREMENTS RESPONSE

Introduction

This Section contains the administrative requirements pertaining to this RFP. Responses to the requirements in this section must be documented in the Section G Worksheet

The Worksheet is designed for the Supplier's use to assist in meeting the State's Administrative Requirements of the RFP and for the State to readily identify if Suppliers are responsible and responsive to the Administrative Requirements.

Responses to Administrative Requirements

The Administrative Requirements Response must be completed by the Supplier and submitted according to Section E, Proposal Format.

Suppliers must complete Sections G as follows:

- Read the detail regarding each proposal item and its requirements. Do not depend on the brief summary title given to the Administrative Requirement description on this exhibit.
- Indicate whether the Proposal meets the individual requirement by marking in either the "Yes" or "No" column.
- Initial next to the corresponding requirement. The designated individual must initial to the right of each item indicating the Bidder's intention to meet the requirement.
- Identify the specific page number in the Supplier's Proposal where the requirement is addressed. Provide any additional exhibits as appropriate to illustrate responsiveness.
- The requirements specified in this RFP Section are classified as "Mandatory" and "Desirable Scored Criteria".

Mandatory Requirement (M)

Mandatory requirements are identified by "Mandatory" or "M" in the administrative requirements. A Pass/Fail evaluation will be utilized for all mandatory requirements in this RFP.

As specified with each "Mandatory" or "M" requirement listed below, Contractor must indicate whether their Proposal meets the individual requirement by marking either a "Yes" or "No" in the column next to the requirement. Contractor shall designate the location of a thorough narrative response describing how the contractor will meet the requirement. Failure to respond affirmatively to any mandatory requirements will result disqualification of the Proposal.

Desirable Scored Criteria (DSC) Requirements:

Some requirements are identified as desirable scored criteria (DSC). Suppliers are required to comply with these requirements in order to be compliant with the RFP requirements. Although, not a mandatory requirement, a Supplier must offer any of the desirable scored requirements, and must meet the minimum requirements as stated in this section in order to receive evaluation points as described in Section D Evaluation.

As specified with each desirable scored requirement listed in this section, Contractor must indicate whether their Proposal meets the individual requirement by marking either a "Yes" or "No" in the column next to the requirement. Contractor shall provide in their response, and designate the location of a thorough narrative response describing how the contractor will meet the requirement.

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Change to read: Customer References (DSC)

Customer references are intended to gather information related to the Supplier's experience successfully servicing accounts with requirements similar to those of this solicitation. Supplier shall submit three (3) customer references from different Contracts.

TECHNICAL REQUIREMENTS RESPONSE

Introduction

This Section contains the Technical and Business requirements pertaining to this RFP. Responses to the requirements in this section must be documented in the Section G Worksheet

The Worksheet is designed for the Supplier's use to assist in meeting the State's Technical Requirements of the RFP and for the State to readily identify if Suppliers are responsible and responsive to the Administrative Requirements.

Responses to Technical and Business Requirements

The Technical and Business Requirements Response must be completed by the Supplier and submitted according to Section E, Proposal Format.

Suppliers must complete Sections G as follows:

- Read the detail regarding each proposal item and its requirements. Do not depend on the brief summary title given to the Technical Requirement description on this exhibit.
- Indicate whether the Proposal meets the individual requirement by marking in either the "Yes" or "No" column.
- Initial next to the corresponding requirement. The designated individual must initial to the right of each item indicating the Bidder's intention to meet the requirement.
- Identify the specific page number in the Supplier's Proposal where the requirement is addressed. Provide any additional exhibits as appropriate to illustrate responsiveness.
- The requirements specified in this RFP Section are classified as "Mandatory" and "Desirable Scored Criteria".

Mandatory Requirement (M)

Mandatory requirements are identified by "Mandatory" or "M" in the technical requirements. A Pass/Fail evaluation will be utilized for all mandatory requirements in this RFP.

As specified with each "Mandatory" or "M" requirement listed below, Contractor must indicate whether their Proposal meets the individual requirement by marking either a "Yes" or "No" in the column next to the requirement. Contractor shall designate the location of a thorough narrative response describing how the contractor will meet the requirement. Failure to respond affirmatively to any mandatory requirements shall result disqualification of the Proposal.

Desirable Scored Criteria (DSC) Requirements:

Some requirements are identified as desirable scored criteria (DSC). Suppliers are required to comply with these requirements in order to be compliant with the RFP requirements. Although, not a mandatory requirement, a Supplier must offer any of the desirable scored requirements, and must meet the minimum requirements as stated in this section in order to receive evaluation points as described in Section D Evaluation.

As specified with each desirable scored requirement listed in this section, Contractor must indicate whether their Proposal meets the individual requirement by marking either a "Yes" or "No" in the column next to the requirement. Contractor shall provide in their response, and designate the location of a thorough narrative response describing how the contractor will meet the requirement.

Section G worksheet – continued on next page - five

Section G – Administrative Requirements Worksheet

Requirement #	Requirement Description	Type	Meets Yes No	Confirm Initials
Exhibit 6.1	Responding Bidder Information	M		
Exhibit 6.1	Certification for Competitive Contract	M		
Exhibit 6.2	Customer Reference	DSC		
Exhibit 6.3	Subcontractor Are you subcontracting any portion of your contract award? If you check yes, please provide the information stated in E.7.4 for subcontractor.			

Section G – Technical Requirements Worksheet

Requirement #	Requirement Description	Type	Meets Yes No	Confirm Initials
Exhibit 6.4	Contractor Ordering Information			
Exhibit 6.5	Contractor ordering Information-Emergency			
Exhibit 6.6	Usage Report Template			
Exhibit 6.7	Contractor Contract Manager Information			

Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number
6.8	<p>Aftermarket Automotive Parts Catalog</p> <p>The contractor must provide a published commercially available catalog defined as a manufacturer's suggested retail price (MSRP) list, schedule, or other forms that:</p> <ul style="list-style-type: none"> Is regularly maintained by a manufacturer or contractor and; Is either published or otherwise available for inspection by customers, and/or the general public. <p>The published commercially available catalog shall include, at a minimum:</p> <ul style="list-style-type: none"> The contractor's stock keeping number (SKU) A complete and accurate description of the item The unit of measure (UOM) The quantity in the unit of measure (QUOM) List Price/MSRP 	M		

PRICING

6.9.	<p>Availability</p> <p>The Contractor shall not have any catalog viewing restrictions for State departments, Local Government agencies and other Participating Entities trying to access the electronic catalogs.</p>	M		
6.10.	<p>Product Substitution</p> <p>Unless specifically requested by Purchaser, no product substitutions will be allowed.</p>	M		
6.11.	<p>Core Exchange/Charges</p> <p>All parts supplied which require core exchange shall be monitored by the Contractor to ensure proper cores are returned to the Proposer. Core credit is to be issued the same day as received. Any core that is not usable or not returned shall be billed at the core price listed in the manufacturer's price sheet for that particular part.</p>	M		

6.13.	Price Adjustments A decrease in the level of categories discount shall not be considered during the entire term of the Master Agreement nor for any subsequent Master Agreement extension. However, an increase in the level of categories discount may be considered at any time during the term of the Master Agreement and during each subsequent Master Agreement extension.	M		
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number
RETAIL SALES ESTABLISHMENTS				
6.15.	Retail Sales Establishments Retail Sales Establishments are defined as any facilities that the Contractor uses on a regular basis to warehouse and/or sell merchandise, and at which the Contractor conducts regular business transactions at either the retail or wholesale level. Contractor facility should provide: 1. Walk-In and will-call order system during regular work hours. 2. Provide customer service associate to support walk-in and will-call order system. 3. Provide itemized sales receipts for all walk-in and will-call transactions. 4. Availability of delivery. 5. Acceptance of State P-Card. These facilities shall be operated in accordance with State Law and comply with all zoning requirements as implemented by local, county or State governments. Examples of unacceptable retail sales establishments include houses, garages, or storage rental facilities. Contractor shall provide a list of authorized retail sales establishment to be used on this contract within 15 days after contract award. Contractor shall update the retail sales establishment list annually after contract award. If Contractor is offering Retail Sales Establishments, Contractor shall ensure State agencies, Local Government agencies and other Participating Entities will receive contract pricing when purchasing contract item through Retail Sales Establishments.	M		
	The list shall be provided on attachment B, Authorized Retail Sales Establishments	DSC		
ORDERING				
6.16.	Ordering The Contractor shall accept orders from any of the State agencies, Local Governmental agencies and Participating Entities.	M		
6.17.	Purchase Execution State agencies will submit orders on a Purchase Order via one of the ordering methods as specified in Section G.19, Ordering Methods. Local Government agencies and other Participating Entities may use their own approved Purchase Order document. Contractor shall not accept purchase documents from State agencies, Local Government agencies and Participating Entities containing non-contract items.	M		
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number
6.18.	Minimum Order There is no minimum order on this contract.	M		

<p>6.19.</p>	<p><u>Ordering Methods</u></p> <p>Contractor shall accept, the following ordering methods:</p> <ul style="list-style-type: none"> • Telephone • Electronic (email) • Facsimile • US Mail • Over-the-counter/walk-in • Online (internet) <p><u>Phone Orders</u></p> <p>Contractor(s) will accept orders via telephone as parts of this contract. A toll-free telephone number to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Telephone orders must be accepted between the hours of 7:00 AM and 7:00 PM, Monday through Saturday, in the time zone the order is placed.</p> <p>Bidder shall provide a toll-free telephone number for orders on Exhibit 6.4 Contractor Ordering Information.</p> <p><u>Electronic (email) Orders</u></p> <p>Contractor(s) will accept orders via email as part of this contract. An email address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract.</p> <p>Bidder shall provide email address for order on Exhibit 6.4. Contractor Ordering Information</p> <p><u>Facsimile Orders</u></p> <p>Contractor(s) will accept order via facsimile as part of this contract. A toll-free facsimile number to be used by ordering agencies placing orders is to be in place before the commencement of this contract. Facsimile orders must be accepted between the hours of 7:00 AM and 7:00 PM, Monday through Saturday, in the time zone the order is placed.</p> <p>Bidder shall provide toll-free facsimile number for orders on Exhibit 6.4, Contractor Ordering Information.</p> <p><u>Internet/Web Orders</u></p> <p>Contractor(s) will accept orders via internet/web as part of this contract. Web address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Internet/web access must be 24 hours but orders must be accepted by the contractor between the hours of 7:00 AM and 7:00 PM, Monday through Saturday, in the time zone the order is placed.</p> <p>Bidder shall provide internet/web address for orders on Exhibit 6.4, Contractor Ordering Information.</p>	<p>M</p>		
	<p><u>U.S Mail Orders</u></p> <p>Contractor(s) will accept orders via U.S. Mail as part of this contract. Contractor must have the capability to received orders by mail in place before the commencement of this contract. 6.4., Contractor Ordering Information.</p> <p><u>Emergency Orders</u></p> <p>Contractor(s) must provide toll-free, after hours, telephone number(s) and contact name(s) for placing emergency orders. Emergency orders must be accepted 24 hours a day, seven (7) days a week. Phone number must be provided to the State Contract Administrator within 30 days of contract award.</p>			

Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number
6.20.	<p>Ordering Contact</p> <p>Contractor shall provide the following ordering information to be used by ordering agencies on Exhibit 6.4, Contractor Ordering Information:</p> <ul style="list-style-type: none"> Email address Toll free phone number Toll free fax number Mailing address 	M		
6.21.	<p>Ordering Contact - Emergency</p> <p>Contractor shall provide ordering information in the event of declared emergency. The following ordering information shall be provided on Exhibit 6.5, Ordering Contact - Emergency:</p> <ul style="list-style-type: none"> Email address Toll free phone number Toll free fax number Mailing address 	M		
6.22.	<p>Order Acknowledgement</p> <p>Contractor must provide the ordering agencies with an order receipt acknowledgment via email or facsimile within twenty-four (24) hours after receipt of an order. The acknowledgement will include:</p> <ul style="list-style-type: none"> Purchasing Entity Name Purchase Order Number Description of goods and/or related products purchased Total Cost Delivery Date Identification of any Out of Stock Items <p>During the life of the Master Agreement, the Contactor shall work with the Lead State to provide any other future changes the Lead State may deem necessary.</p>	M		
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number
6.23.	<p>Out-of-Stock Remedy</p> <p>Upon receipt of order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:</p> <ul style="list-style-type: none"> Request back order Cancel the item from the order. <p>Under no circumstances is the Contractor permitted to make unauthorized substitutions or cancellations, without the authorization of the Purchasing Entity.</p>	M		
6.24.	<p>Re-Manufactured Parts</p> <p>Contractor may provide remanufactured parts when new parts are not available and with authorization of the Purchasing Entity. Used, previously installed or shop worn parts shall not be accepted.</p>	M		
DELIVERY				
6.25.	<p>Delivery Locations</p> <p>Deliveries are to be made (statewide) within the State of Oklahoma and to all Participating States and Purchasing Entities to the location specified on the individual order, which may include, but not be limited to inside buildings, high-rise office buildings, and receiving docks.</p>	M		

6.26.	<p><u>Delivery Schedules</u> Delivery of ordered product shall be completed within one (1) working days after receipt of an order, unless otherwise agreed to by the Purchasing Entity. Since receiving hours for each Purchasing Entity will vary by facility, it will be the Contractor's responsibility to check with each facility for their specific receiving hours before delivery occurs.</p> <p>Contractor must notify the Purchasing Entity within 12 hours of scheduled delivery time, if delivery cannot be made within the time frame specified in the contract.</p> <p><u>Deliver from Commercial Outlets</u> Delivery of standard in-stock items to locations within five (5) miles from company's commercial store shall be accomplished within 45 minutes. Delivery outside the five (5) mile range will be accomplished by a scheduled delivery.</p> <p><u>Over the Counter Delivery</u> Contractor shall provide over the counter order and delivery at all of its commercial locations.</p>	M		
6.27.	<p><u>Security Requirements for Institutions</u></p> <p>Deliveries may be made to locations inside secure institutional grounds (such as state prisons) that require prior clearances to be made for delivery drivers.</p> <p>The Contractor will be responsible for contacting the secure location for security clearance procedures, hours of operation for deliveries and service, dress code, and other rules of delivery. These security clearance procedures may vary from facility to facility.</p> <p>Deliveries that are delayed due to drivers not being cleared to enter institutional grounds may cause the contractor to be declared in default of contract requirements.</p>	M		
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number
6.28.	<p><u>Free on Board (F.O.B.) Destination (Shipping Terms)</u></p> <p>All prices offered shall be F.O.B. destination and allowed for Oklahoma and all Participating States. Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.</p> <p>All emergency or rush deliveries that require special shipping and handling should be at the ordering entities expense, with prior approval from the Purchasing Entity. Emergency or rush shipping charges shall be added to an invoice as a separate line item. In the event an emergency or rush delivery is required as the result of a Contractor's error; all shipping cost shall be paid by the Contractor.</p>	M		
6.29.	<p><u>Manufacturer Warranty</u></p> <p>Contractor must honor all manufacturers' warranties and guarantees on all products offered as part of the Master Agreement. If a product warranty extends beyond the term of the Contract, the Contractor must agree to provide warranty services throughout the life of the warranty.</p> <p>These parts must be warranted to be free of defective parts and workmanship, provided they are properly installed on the vehicle for which they were intended, for the time and mileage shown in the product literature or catalog.</p> <p>Statement of warranty is to be provided by Contractor with items delivered under this Master Agreement.</p>	M		

	For all items ordered, warranty begins on the date of delivery.			
6.30.	<p>Return Policy</p> <p>Items purchased under this contract may be returned at no cost for a full refund if item is unused, in its original packaging and within thirty (30) calendar days of its delivery.</p> <p>Contractor shall be responsible for picking up all returns within seven (7) working days of advance, written notification to include email and fax.</p>	M		
6.31.	<p>Credit Policy</p> <p>Contractor will be responsible for the credit or replacement of all products, including those covered by manufacturer warranties.</p> <p>Contractor shall provide credit for the following items:</p> <ul style="list-style-type: none"> • Items ordered or shipped in error • Items that are returned within 30 calendar days of delivery • Defective or freight-damaged items <p>The Contractor cannot require the Purchasing Entity to deal directly with the manufacturer. In all cases, the Purchasing Entity shall have the option of taking an exchange or receiving a credit.</p>	M		
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number
6.32.	<p>Restocking Fees</p> <p>Contractor will not impose a restocking fee on the Purchasing Entity this Master Agreement for the following:</p> <ul style="list-style-type: none"> • Item(s) returned that were damaged upon receipt • Incorrect items shipped • Items that are returned unopened in an original packaging • Items that are returned, but exchanged for other item 	M		
6.33.	<p>Product Recall Procedures</p> <p>The Contractor shall provide recall notification, regardless of level, in writing to the Lead State Contract Administrator. Contractor agrees to use commercially reasonable efforts in identifying the applicable manufacturer in order that the Lead State and any Purchasing/Participating Entities may work with such manufacturer to handle any applicable recall issues.</p>	M		
6.35.	<p>Payment</p> <p>State departments and Local Government agencies may pay by check, electronic funds transfer, or with the Participating Entity's credit card. For the Lead State, payments are to be made in accordance with the State's General Provisions. Other Participating their own payment terms and for those Participating Entities may have Entities, their individual payment terms apply.</p>	M		
INVOICING/PAYMENT				
6.34.	<p>Invoicing</p> <p>The Contractor's invoice must identify, at a minimum, the information listed below:</p> <ol style="list-style-type: none"> 1. Leveraged Procurement Number (Lead State's Contract Number) 	M		

	<p>2. Agency Order Number (Purchase Order Number)</p> <p>3. Agency Billing Code</p> <p>4. Purchasing Entity Name</p> <p>5. Delivery address of the order</p> <p>6. Product(s) description</p> <p>7. Manufacturer's product(s) number(s)</p> <p>8. Quantities of merchandise issued</p> <p>9. Price(s) per unit(s) and extended price</p> <p>10. Date ordered</p> <p>11. Date delivered</p> <p>12. Listing of returns or back ordered items</p> <p>13. Discounts (i.e. Cash Discounts, Prompt Payment Discounts, volume Discounts, etc.) If applicable, discounts shall be clearly indicated on each invoice as a written statement. (Sample: "Prompt Payment discount: 1% 20 Days").</p> <p>14. Totals for each order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency.</p> <p>15. Any other mutually agreed upon requirements the State may later deem necessary.</p> <p>Within 15 days from contract award, the Contractor must submit a preliminary copy of their invoice to the Lead State Procurement Officer for approval. The Lead State shall review and determine acceptability of the invoice and the authorized copy shall become the standard for this Master Agreement.</p> <p>Other Participating Entities may have their own invoicing requirements.</p>			
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number
6.36	<p>State of Oklahoma/P Card</p> <p>For the Lead State, Acceptance of the State of Oklahoma Purchase Card (P-Card) requires that no charges be posted to the P-Card prior to the shipping of goods. Only the total of goods shipped may be charged to the P-Card upon Shipping. All back-ordered goods cannot be charged until received by the supplier and shipped to the State of Oklahoma end user. Upon shipment, an itemized invoice must be emailed to the order requestor within 2 business days of the charge.</p> <p>Other Participating Entities may have their own Purchase Card Type programs. For those Participating Entities, their individual Purchase Card rules apply.</p>			
6.37.	<p>Contract Usage Report</p> <p>The Lead State will provide Contractor with a template of the electronic Contract Usage Report. The Contractor shall submit the contract usage report to the Lead State Contract Administrator on a quarterly basis. The report shall detail all invoiced purchases against the contract during the specified reporting period. Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, Universities and Municipalities. The report is due even when there is no activity, within 45 calendar days.</p> <p>The Contract Usage Report shall be provided in the format specified and include the data elements identified in Attachment E, Contract Usage Report Template.</p> <p>The Contract Usage Report shall be provided to the Lead State Contract Administrator in Excel Spreadsheet via email to strategic.sourcing@omes.ok.gov. Taxes must not be included in the report. The Contract Usage Report shall be submitted on a quarterly basis as follows:</p>	M		

	Reporting Quarter	Due Date			
	Jul 1 to Sept 30	Nov 15			
	Oct 1 to Dec 31	Feb 15			
	Jan 1 to Mar 31	May 15			
	Apr 1 to Jun 30	Aug 15			
<p>Failure to meet reporting requirements and submit the report on a timely basis shall constitute grounds for suspension of the Contractor Master Agreement.</p> <p>Addendum for term renewals may be approved only if all quarterly reports have been submitted to the Lead State within the time frame identified.</p>					
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number	
6.38.	<p>NASPO ValuePoint Summary and Detail Usage Reports</p> <p>In addition to Lead State reports required by this solicitation, the Contractor shall submit quarterly sales reports directly to NASPO ValuePoint as set forth in the Special Provisions Attachment C.</p>	M			
6.40.	<p>Ad Hoc Reporting</p> <p>The Contractor shall have the ability to provide ad hoc reports at no cost to the Lead State. The Contractor shall permit and provide access to all data that pertains to any procurement action taken by a Purchasing Entity as a whole. The Lead State or Purchasing Entity may make copies of procurement data in any form and the use of such data shall not be restricted.</p> <p>Dependent on future reporting requirements, the Lead State may ask that certain reports become standard and delivered to the Lead State on a monthly or quarterly basis.</p>	M			
IMPLEMENTATION					
6.41.	<p>Contractor Responsibility (M)</p> <p>The Lead State requires Master Agreement(s) resulting from RFP 0900006747 be issued to a prime Contractor who shall be responsible for successful contract performance of the Master Agreement. The prime Contractor shall be responsible for successful performance of any and all of their subcontractors.</p> <p>The Contractor agrees to comply with requirements under the Master Agreement, even if requirements are delegated to subcontractors. All Lead State policies, guidelines, and requirements apply to subcontractors. The prime Contractor and subcontractor shall not in any way represent themselves in the name of the Lead State without prior written approval.</p>	M			
6.42.	<p>Proposed Implementation Plan</p> <p>Contractor will be required to provide an Implementation Plan approach for this project within 15 days after award. Contract requirements and timelines for implementation must be included.</p> <p>The Implementation Plan shall address and provide timelines for implementation of all contract and RFP requirements. It shall provide a full description of:</p> <ul style="list-style-type: none"> Contractor's quality assurance program which will affect service and delivery. A tentative schedule for modifying the Contractor's system to add each Participating Entity to the contract. 	M			

	<ul style="list-style-type: none"> The method proposed and escalation process to ensure Contractor's ability to effectively handle implementation problems (e.g., adding extra staff during the implementation periods, Contractor's staff training, State staff training.) 													
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number										
CONTRACT MANAGEMENT														
6.43.	<p>State Contract Administrator</p> <p>The Lead State Contract Administrator is specified in Section C.2 and is the contact person for issues relating to the Master Agreement.</p> <p>Any exception to the requirements contained in the Contract may only be authorized by the Lead State Contract Administrator or his/her designee through an amendment.</p>	M												
6.44.	<p>Contractor Contract Manager</p> <p>The Contractor will assign a National Account Manager contact person for Contract management purposes. The Contract Manager is to be identified in Exhibit 6.6, Contractor Contract Manager Information. The Contractor Contract Manager must be authorized to make decisions on behalf of the Contractor.</p>	M												
6.45.	<p>Changes in Contract Manager</p> <p>The Contractor must notify the Lead State of Contract Manager change in writing within 10 calendar days of the change.</p>	M												
6.46.	<p>Contractor Name Change</p> <p>An addendum is required to change the Contractor's name as listed on this agreement. Contractor agrees to notify the Lead State of any name change. Upon receipt of legal documentation of the name change the Lead State will process the addendum. Payment of invoices presented with a new name cannot be paid prior to approval of said addendum.</p>	M												
6.47.	<p>Customer Service</p> <p>Contractor will have a customer service unit that is dedicated to this Contract. The customer service unit shall be staffed with individuals that are trained in the requirements of this Contract and have the authority to take administrative action to correct problems that may occur.</p> <p>The Contractor(s) shall respond to customer inquiries within one (1) business day of initial contact.</p>	M												
6.48.	<p>Lead State Administrative Fee</p> <p>Contractor shall remit a quarterly Lead State administrative fee of one percent (0.01) of all goods purchased by the State of Oklahoma for each reporting quarter. Prices submitted shall not reflect the Oklahoma administrative fee. The administrative fee is specific to Oklahoma only. This fee will be due to the Lead State on the 45th day following the ending of the specified reporting period.</p> <table border="1"> <thead> <tr> <th><u>Reporting Quarter</u></th> <th><u>Due Date</u></th> </tr> </thead> <tbody> <tr> <td>Jul 1 to Sept 30</td> <td>Nov 15</td> </tr> <tr> <td>Oct 1 to Dec 31</td> <td>Feb 15</td> </tr> <tr> <td>Jan 1 to Mar 31</td> <td>May 15</td> </tr> <tr> <td>Apr 1 to Jun 30</td> <td>Aug 15</td> </tr> </tbody> </table>	<u>Reporting Quarter</u>	<u>Due Date</u>	Jul 1 to Sept 30	Nov 15	Oct 1 to Dec 31	Feb 15	Jan 1 to Mar 31	May 15	Apr 1 to Jun 30	Aug 15	M		
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Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number										

6.49.	<p>NASPO ValuePoint Administrative Fee</p> <p>NASPO ValuePoint administrative fee of one-quarter of one percent (0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee is based on sales of products (less any charges for taxes and shipping). The NASPO Valuepoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal</p>	M		
6.50.	<p>Participating State Administrative Fee</p> <p>If a Participating State requires a state administrative fee, each fee will be negotiated and articulated in that State's Participating Addendum.</p>	M		
6.51.	<p>Service Level</p> <p>The Lead State, as part of an on-going quality management effort, will measure the user agencies' satisfaction during the term of the Contract. Measurement will identify areas where service levels can be improved. Contractor must agree to work with the Lead State in resolving any issues resulting from the measurement of customer satisfaction. The Contractor and the Lead State Contract Administrator will work together to continually monitor the success levels of the Master Agreement.</p>	M		
6.52.	<p>Transition Plan at End of Contract</p> <p>The Contractor agrees that at the end of this Master Agreement, should the Lead State conduct another procurement and award a new Master Agreement, the Contractor will work with the Lead State Contract Administrator, if requested to ensure that an efficient and effective transition takes place.</p>	M		