



## Solicitation

1. Solicitation #: SW797 Additional Items

2. Solicitation Issue Date: April 18, 2016

3. Brief Description of Requirement:

Request for Proposals for additional items to be added to the SW797 ADA Bus contract.

4. Response Due Date<sup>1</sup>: May 11<sup>th</sup>, 2016

Time: 3:00PM CST/CDT

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

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

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

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

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

7. Requesting Agency: OMES Central Purchasing

8. Contracting Officer:

Name: Gerald Elrod  
Phone: 405/522-1037  
Email: Gerald.Elrod@omes.ok.gov

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

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



# Responding Bidder Information

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

1. RE: Solicitation # SW797 Additional Items

2. Bidder General Information:

FEI / SSN : 33-0388707

VEN ID: 20471 (License #)

Company Name: Creative Bus Sales, Inc.

3. Bidder Contact Information:

Address: 1641 E. Pine Street

City: Tulsa State: OK Zip Code: 74106

Contact Name: Ryan Frost

Contact Title: General Manager - Texas & Oklahoma

Phone #: 469-333-8909 FAX#: 469-333-8918

Email: ryanf@creativebussales.com Website: www.creativebussales.com

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

YES – Permit #: \_\_\_\_\_

NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

YES - Filing Number: 2312393034

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

6. Workers' Compensation Insurance Coverage:

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

YES – include a certificate of insurance with the bid

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

  
Authorized Signature

7-8-2016  
Date

Ryan Frost  
Printed Name

General Manager  
Title

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>  
<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



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

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

Solicitation or Purchase Order #: SW797 Additional Items

Supplier Legal Name: Creative Bus Sales, Inc.

### SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

### SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

**The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:**

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

7-8-2016

Certified This Date

Ryan Frost

Printed Name

General Manager

Title

469-333-8909

Phone Number

ryanf@creativebussales.com

Email

469-333-8918

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 a 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" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the Bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### **A.4. Bid Change**

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

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

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

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

#### **A.7. Open Bid / Open Record**

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

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

#### **A.8. Late Bids**

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

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and

A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

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

#### **A.10. Pricing**

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

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

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

#### **A.11. Manufacturers' Name and Approved Equivalents**

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

#### **A.12. Clarification of Solicitation**

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

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

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

#### **A.13 Negotiations**

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

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

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

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

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

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

#### **A.14. Rejection of Bid**

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

#### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written 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.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The 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.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

#### **A.18. Invoicing and Payment**

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

#### **A.19. Tax Exemption**

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

#### **A.20. Audit and Records Clause**

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful 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 seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any

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

#### **A.22. Choice of Law**

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

#### **A.23. Choice of Venue**

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

#### **A.24. Termination for Cause**

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.26. Insurance**

The successful 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.27. Employment Relationship**

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

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

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

#### **A.29. Compliance with Applicable Laws**

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

#### **A.30. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

B.1.1. The Contract Period is the Date of Award through August 6, 2016 with the option to renew for up to two (2) additional one year periods.

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

B.2.1. The Agreement Period is the date of award thru August 6, 2018. Renewal options shall be at the sole discretion of the State of Oklahoma.

### **B.3. Type of Contract**

B.3.1. This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

### **B.4. Extension of Contract**

B.4.1. The State may extend the term of this contract for up to 90 day intervals if mutually agreed upon by both parties in writing.

### **B.5. State and Federal Taxes**

B.5.1. Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

### **B.6. Travel**

B.6.1. No reimbursable travel is contemplated under the terms of this contract.

### **B.7. Oral Agreements**

B.7.1. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by the Central Purchasing Division.

### **B.8. Contract Preference**

B.8.1. This contract is mandatory for State of Oklahoma agencies

### **B.9. Authorized Users**

B.9.1. This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts, Municipalities and other government entities may avail themselves of the contract subject to the approval of the successful offeror(s).

### **B.10. Ordering**

B.10.1. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the State purchase card, by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

### **B.11. Contract Usage Reporting Requirements**

B.11.1. Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.

B.11.2. Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of contract.

B.11.3. Usage Reports shall be delivered to Central Purchasing within 30 calendar days upon completion of performance quarter period cited in paragraph "B.11.4" of this contract provision. Usage Reports may be delivered via the following addresses;

B.11.3.1. Email – [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov)

B.11.4. Contract quarterly reporting periods shall be:

B.11.4.1. January 1 through March 31

B.11.4.2. April 1 through June 30

B.11.4.3. July 1 through September 30

B.11.4.4. October 1 through December 31

B.11.5. Failure to provide usage reports shall result in cancellation or suspension of contract.

B.11.6. Usage Reports shall be submitted in the Excel form listed as Attachment "A"

#### **B.12. Contract Management Fee**

B.12.1. As provided by Oklahoma State Statute §85.33A, the Office of Management and Enterprise Services assesses an Administrative Fee in the sum of 1% on all sales transacted by any entity under this contract.

B.12.2. Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report" as listed in Section B11.6 and make payment by company check to OMES – Central Purchasing Division within thirty (30) calendar days from the completion of the quarterly reporting period as listed in Section B11.4. To ensure the payment is credited properly, the supplier must identify the check as a "Contract Management Fee" and include the following information with the payment: List SW# and Contract Title, the report amount and the reporting period covered. The Contract Management Fee shall be mailed to:

OMES  
5005 North Lincoln Blvd, STE 200  
Oklahoma City, OK 73105

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

#### **B.13. Clarification of Solicitation**

B.13.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing

B.13.2. Contracting Officer specified in the solicitation and must be prior to the closing date of the solicitation.

B.13.3. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or an error that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

B.13.4. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Contracting Officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **B.14. Minor Deficiencies or Minor Informalities**

B.14.1. "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

B.14.2. The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

#### **B.15. Warranty**

B.15.1. The Successful vendor agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

#### **B.16. Product Acceptability**

B.16.1. Bids will only be considered on products, manufactured or produced for distribution and use in the United States and Canada.

B.16.2. Products shall be new and current. Factory reconditioned, refurbished or second equipment will not be accepted.

#### **B.17. Product Availability**

B.17.1. Vehicles must be a current product model and available for general marketing purposes at the opening of this solicitation. Bidders must use best effort to assure product availability through the duration of the contract period.

B.17.2. The awarded dealer will provide vehicles for length of the contract period without any price increases. The only exception will be if a model is discontinued or is replaced by a new model. Awarded vendors shall notify Central Purchasing of the new model and provide pricing sheets with vehicle information within 30 days of discontinuation. The new model will only be added if approved by Central Purchasing.

## **B.18. Authorized Representative & Documentation**

- B.18.1.** Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification. **Only Oklahoma licensed dealers may submit proposals for this contract.** Per Oklahoma State Statute, Title 74, Section 564, any person or firm engaged in the sale or distribution of motor vehicles within the State of Oklahoma must possess a current, valid Motor Vehicle Dealer License. Bidders should submit a copy of both their Oklahoma dealer's license and a copy of the Manufacturer's license for each manufacturer they are bidding.
- B.18.2.** At the request of any State Agency, County, City, Municipality, School District, bidders must provide written documentation that guarantees that purchased buses meet all Federal, State, and State Board of Education standards for the year it was manufactured.

## **B.19. Price Adjustments**

- B.19.1.** Manufacturer's price increases, or other increases in the cost of doing business may not be passed on to the State of Oklahoma. Any price decrease effectuated during the contract period by reason of market change shall be passed onto the State of Oklahoma. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies. The only exception to price increases is listed in B.20.2.
- B.19.2.** If the base price of a vehicle increases due to change in equipment or emissions, the dealer can increase the base price of the vehicle by the amount of the price increase. A letter from the manufacturer documenting the change and the amount of the change must be provided to Central Purchasing for review/approval before the contract base price will be changed.

## **B.20. Extension of Retail Price with Rebates over Contract Price**

- B.20.1.** If the Retail Price is lower than the contract price due to promotions or discounts, the Vendor shall charge the State the Retail price.
- B.20.2.** Any other instance that causes the Retail price to be lower than the contract price, the Vendor shall charge the State the Retail price.

## **B.21. Electronic Submission**

All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.3 of the RFP. Submissions will not be accepted via email or hard copy.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. VEHICLE SPECIFICATIONS**

See individual specification packets as referenced in Section F.

## **D. EVALUATION**

### **D.1. Best Value Criteria**

- D.1.1.** Evaluation and award of contracts will be based upon the cost of the proposals and compliance with specifications.

### **D.2. Competitive Negotiations of Proposals**

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

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

- D.2.1.** Negotiations may be conducted in person, in writing, or by telephone.
- D.2.2.** 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.
- D.2.3.** Terms, conditions, prices, methodology, or other features of the Bidder's proposal may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the proposal.
- D.2.4.** The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

- D.2.5. 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, the Bidder should not expect that the state will ask for best and final to give the Bidder an opportunity to strengthen your proposal. Therefore, the Bidder must submit your best offer based on the terms and condition set forth in this solicitation.

## **E. INSTRUCTIONS TO BIDDER**

### **E.1. Introduction**

Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

#### **E.1.1. MANDATORY AND NON-MANDATORY TERMS**

- E.1.1.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder's Proposal.
- E.1.1.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

### **E.2. Technical Questions**

Technical questions concerning the RFP should be submitted in writing to the contracting officer listed on the front page of the solicitation no later than April 27<sup>th</sup>, 2016 at 3:00PM, Central.

### **E.3. RFP Submission Requirements**

- E.3.1. Supplier should submit 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. This term overrides any terms in Section A requiring submission of hard-copy.
- E.3.1.1. All electronic documents must be in one of the following software formats:
- E.3.1.1.1. MS Word (.doc or .docx), MS Excel (.xls or .xlsx), or Adobe PDF (.pdf)
- E.3.1.1.2. Graphic samples must be in tif, gif, jpeg or pdf
- E.3.2. Each Supplier shall submit a complete proposal, and should clearly describe Supplier's ability to meet or exceed every requirement detailed in the Solicitation Request and this RFP.
- E.3.3. Each Supplier shall submit the required forms in the front of the Solicitation Packet.
- E.3.3.1. OMES-FORM-CP-076
- E.3.3.2. OMES-FORM-CP-004
- E.3.4. Each Supplier shall submit Copy of Oklahoma Motor Vehicles Commission Dealers License as required in Section B.18.
- E.3.5. Each Supplier shall submit Acknowledgement of Amendments to the Solicitation (if applicable).
- E.3.6. Each Supplier shall submit Completed Specifications with Vendor Comments/Response.
- E.3.1. Each Supplier shall submit Completed Response Sheets for each Model proposed (reference Attachments).

### **E.4. Response to Solicitation Instructions**

- E.4.1. Vendors taking exceptions to the Specifications shall provide a Letter of Exceptions Taken. The letter should contain the following information:
- E.4.1.1. The specification the Vendor is taking exception on.
- E.4.1.2. Information on the proposed change to the specification that the Vendor is taking exception on.
- E.4.1.3. Documentation on the proposed change listed in Section E.4.1.2.
- E.4.1. A Response Sheet is provided for each type of vehicle on this contract. Suppliers are to provide responses to the listed items. Failure to provide these may be cause for your proposal to be considered non-responsive.

### **E.5. FTA Special Provisions**

- E.5.1. These have been provided as a separate file (Attachment G) on the Central Purchasing Solicitation System. These provisions should be completed and submitted for **EACH** type of Vehicle that is included in your response. For

example, your response contains proposals for the two (2) different vehicles in the solicitation, the FTA Special Provisions are to be completed and submitted two (2) times.

**E.6. Brand Names Listed**

- E.6.1.** The specifications contained in this Solicitation list brand names of certain products within the models. If your response is for a brand other than those listed, they need to be Pre-Approved before the responses are submitted. A request for substitution must be submitted no later than the question deadline listed in Section E.2. Requests must contain documentation showing that the alternate brand meets the same specifications as the item being substituted.

**F. ATTACHMENTS**

- F.1. ATTACHMENT A – USAGE REPORT FORM TEMPLATE**
- F.2. ATTACHMENT B – DIESEL HEAVY-DUTY LOW FLOOR BUS SPECS**
- F.3. ATTACHMENT C – CNG HEAVY-DUTY LOW FLOOR BUS SPECS**
- F.4. ATTACHMENT D – FRONT RAMP FULL-SIZE CONVERSION VAN SPECS**
- F.5. ATTACHMENT E – REAR LIFT FULL-SIZE CONVERSION VAN SPECS**
- F.6. ATTACHMENT F – LOW FLOOR ADA TROLLEY SPECS**
- F.7. ATTACHMENT G – FTA SPECIAL PROVISIONS FOR ROLLING STOCK**

**G. PRICE AND COST**

Prices are to be listed at the end of each of the individual Specification Sections.