



## Solicitation

1. **Solicitation #: SW18096**

2. **Solicitation Issue Date: 08/02/2017**

3. **Brief Description of Requirement:**

MAIL AND STORAGE SERVICES

QUESTIONS DUE: August 14, 2017, 5:00 p.m.

4. **Response Due Date<sup>1</sup>: August 24, 2017**

**Time: 3:00 P.M. 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
- x Request for Proposal
- Request for Quote

7. **Requesting Agency:** ALL AGENCIES – STATEWIDE CONTRACT

8. **Contracting Officer:**

Name: Theresa Johnson  
Phone: 405-521-2289  
Email: Theresa.johnson@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 #** SW18096

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 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: \_\_\_\_\_
- 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>

<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 #: SW18096

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

OR

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

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

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## **B. SPECIAL PROVISIONS**

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

The Contract period is October 1, 2017 through September 30, 2018. The contract may be renewed, for up to four (4), one (1) year option periods.

### **B.2. 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 and the reported spend. The State, if it desires to exercise its renewal option, will provide written notice to the Contractor 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.3. Type of Contract.**

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

### **B.4. Contract Priority**

This is a mandatory contract

### **B.5. Authorized Users**

RFP's shall 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 supplier(s).

#### CHECK APPROPRIATE BLOCK

**B.5.1.** \_\_\_\_\_ Yes, permits usage by other than State Agencies

**B.5.2.** \_\_\_\_\_ No, permits usage by State Agencies only.

Conditions included in this contract shall be the same for local governments. The State has no responsibility for payments owned by local governments. Successful supplier must deal directly with the local governments

### **B.6. Oral Agreements.**

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.7. F.O.B. Destination.**

All deliveries shall be F.O.B. 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 at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The successful supplier shall be responsible for filing, processing and collecting all damage claims.

### **B.8. Notice of Award**

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

### **B.9. Extension of Contract**

The State may extend the term of this contract up to 180 days if mutually agreed upon by both parties in writing.

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

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders or by State Purchase Card (PCard) 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. Required Delivery**

**B.11.1.** Delivery shall be made to various locations throughout the State. Deliveries will be as specified in the individual orders. Suppliers must state a delivery lead time this will be considered in the evaluation.

**B.11.2.** The delivery lead time: \_\_\_\_\_

**B.12. State and Federal Taxes.**

Purchases by the State are not subject to any sales tax or Federal excise tax. Exemption certificates will be furnished upon request.

**B.13. Contractor Invoices**

**B.13.1.** The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.

**B.13.2.** Invoicing shall be made in accordance with instructions by agency or division issuing the order.

**B.13.3.** If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.

**B.13.4.** In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices until final delivery is completed.

**B.14. Inspection, Acceptance:**

Inspection and acceptance will be destination unless otherwise provided. Destination shall mean delivered to the receiving dock, agency stockroom or other point specified in the purchase order. The State accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The contract supplier shall be responsible for filing, processing and collecting all damage claims.

**B.15. Prompt Payment Discounts**

**B.15.1.** Discounts for prompt payment will be considered in the evaluation of offers. Any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

OFFER: \_\_\_\_\_ %, \_\_\_\_\_ CALENDAR DAYS.

**B.16. Warranty**

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.17. Gratuities**

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

**B.18. Patents and Royalties**

The Vendor, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the vendor uses any design, device or materials covered by letters, patent or copyright, it is mutually

agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

**B.19. State Purchase Card (P-Card)**

SUPPLIERS PLEASE NOTE - IN ORDER TO BE CONSIDERED FOR AWARD, SUCCESSFUL CONTRACTORS MUST ACCEPT THE STATE OF OKLAHOMA PURCHASE CARD (P-CARD). FAILURE TO ACCEPT THE P-CARD WILL BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

SIGNATURE OF ACCEPTANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

**B.19.1.** 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 two (2) business days of the charge.

**B.20. Contract Management Fee**

**B.20.1.** As empowered by State Statute 74 O.S. §85.33 A , the Office of Management and Enterprise Services imposes, and Suppliers agree to pay a contract management fee in the sum of one (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 Supplier, to OMES, Central Purchasing Division within 45 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract quarterly reporting periods". To ensure the payment is credited properly, the supplier must identify the check as a "contract management fee", the contract number and the quarter reporting.

**B.20.2.** The check should be mailed to:

OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES  
ATTENTION: ACCOUNTS RECEIVABLE  
5005 N. LINCOLN BOULEVARD  
OKLAHOMA CITY, OK 73105

**B.21. Contract Usage Reporting Requirements.**

**B.21.1.** Contractor's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.

**B.21.2.** The Contract Usage Report will be sent, electronically (format: .XLS) and regardless of quantity, within 45 calendar days upon completion of the quarterly reporting period to:

**B.21.2.1.** [Strategic.Sourcing@omes.ok.gov](mailto:Strategic.Sourcing@omes.ok.gov)

**B.21.3.** Contract quarterly reporting periods for management fees and usage reports shall be as follows:

Reporting Quarter	Due Date
January 1 through March 31.	May 15th
April 1 through June 30	August 15th
July 1 through September 30	November 15th
October 1 through December 31	February 15th

**B.21.4.** Failure to provide contract management fees and usage reports shall result in cancellation or suspension of contract.

**B.22. Energy Conservation**

Oklahoma is an energy conservation State and we welcome any comments on your proposal that would indicate energy savings.

**B.23. Conflict of Interest.**

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

**B.24. Patents and Royalties.**

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

**B.25. Price Adjustments.**

Prices are to remain firm during the first 12 months of the contract. After that date, if there has been an industry-wide price increase suppliers may request an increase in prices. Price increases may be requested only once each year. Pricing changes must be submitted 30 days prior to the date of the effective change and must be approved by the contracting officer. Documentation from the manufacturer/distributor and a detailed item listing with price change suggestions must be submitted. Any increase will not affect any orders issued prior to the effective approval date of any price changes. Supplier's failures to promptly notify the State of any price decreases shall result in the cancellation of their contract. No price reduction may be offered to an agency unless that reduction is offered to all agencies.

## C. SOLICITATION SPECIFICATIONS

### C.1. Definitions

- C.1.1. (a) *RFP* means *Request for Proposal*.
- C.1.2. (b) *Release* means purchase order issued against the specified contract.
- C.1.3. (d) *State* means the State of Oklahoma

### C.2. Introduction

- C.2.1. The direct mailing services will consist of collation, assembly, insertion, sealing, labeling, inventory, distribution, storage, and handling of State Agency program materials.
- C.2.2. The pick and pack services will consist of warehousing and inventory management of State Agency program materials, order fulfillment and shipping
- C.2.3. There will also be an occasional delivery and/or pick up of materials within the following Central Oklahoma counties: Canadian, Cleveland, Logan, Oklahoma and Pottawatomie.

### C.3. Contractor Duties / Scope of Work

The Contractor shall provide the following including all staff and supplies.

#### C.3.1. Routine Mailings

- C.3.1.1. At the beginning of the initial contract period, Contractor shall be required to transfer inventory from previous vendor location to the new storage site.
- C.3.1.2. Throughout the duration of the contract the Contractor shall be required to assemble and mail agency related information packets to agencies, County offices, etc. Each packet shall consist of (handbooks, brochures, guides, maps, flyers, forms, stickers booklets and notices) inserted into catalog envelopes provided by Agency. Each envelope is to be imprinted with the current month and year by the Contractor. The packets shall be boxed and mailed to offices determined by a monthly mailing list issued electronically by agencies the beginning of each month. The turnaround from job initiation to mailing date will be determined by the agency.
- C.3.1.3. Throughout the duration of the contract, the Contractor shall be required to tab, seal, label, process, and mail literature.
- C.3.1.4. The Contractor shall package, seal, label and mail materials. Each packet consists of pieces to be assembled into a catalog envelope provided by the agency. Envelopes will be addressed, processed and mailed using an electronic zip file of names.
- C.3.1.5. The Contractor shall tab, seal, label, process, and mail newsletters for agencies. The publication shall be folded in half and mailed as a self-mailer.
- C.3.1.6. In addition to standard monthly and yearly ongoing mailing obligations, the agency may maintain an online order site which distributes literature and promotional items featuring the agency programs to other agencies, businesses, consumers, etc. within and outside the State of Oklahoma. The Contractor shall warehouse the materials (literature and promotional items); maintain the Internet inventory system which is accessible to both the Contractor and Agency; pull and ship materials to the requesting consumers.

#### C.3.2. Miscellaneous Mailings

This section pertains to additional mailings not previously discussed in this RFP. Contractor shall complete miscellaneous services within a period of time agreed to by both parties:

- C.3.2.1. Miscellaneous mailing and delivery services are on an "as needed basis" and include but are not limited to the following:

- C.3.2.1.1. Additional assembly and mailing of packets requested by others.

C.3.2.1.2. Local delivery/pick up of materials and packets to the Agency, partner agencies as requested by agency. The local delivery/pick up (s) routinely includes location (s) within the Oklahoma City metropolitan area (i.e. Canadian, Cleveland, Logan, Oklahoma, and Pottawatomie counties).

C.3.2.1.3. Labeling and mailing of postcards.

#### **C.4. General Requirements**

- C.4.1.** Supplier must complete an Execution of Service with each entity that includes but is not limited to: additional conditions, delivery requirements, Invoicing, and any other area of interest with the agency that is within the scope of the contract.
- C.4.2.** Contractor shall ensure compliance with applicable United State Postal Service (USPS) requirements.
- C.4.3.** Contractor shall store, administer the handling and processing, as well as keep inventory of Agency materials. Materials are stored on industry standard pallets
- C.4.4.** For the delivery of agency material referred to in this solicitation, the Contractor shall initiate and maintain through all of the renewal periods a contract with a shipping company (i.e. DHL, Fed Ex, UPS (United Parcel Service), or similar}. This contract must be executed no later than 10 working days after the contract award. Administrative costs to prepare the packages for mailing and/or delivery will be paid at the rate submitted during the RFP process. Actual mailing and/or delivery costs are to be paid by the Contractor and then reimbursed by the Agency. NCOA or DSF processing are to be included in the compliance with applicable USPS requirements

#### **C.5. Reporting Requirements**

- C.5.1.** Contractor shall maintain an inventory of all agency materials stored at the Contractor's facility. This inventory shall be accessible online and updated a minimum of once every business day.
- C.5.2.** Contractor shall maintain a tracking system from job initiation to job completion to report on job status when inquired by the agency.

#### **C.6. Payments/Reimbursement**

- C.6.1.** In consideration of satisfactory performance of the Duties of the Contractor enumerated in this RFP, the agency shall pay the Contractor in accordance with the price and cost submitted during the RFP process. Section H price and cost reflect the first year of the contract, and the subsequent option years (the second, third, four and fifth year pricing). The firm fixed per item cost submitted shall be inclusive of all costs necessary to prepare the items for mailing or shipment. These costs may include but are not limited to the following:
  - Labor (personnel to perform folding, inserting, sorting, mailing list processing, i.e. de-duplication, pre-sorting, and/or bar coding)
  - Supplies (envelopes, labels, tape, boxes, toner cartridges, etc.
  - USPS requirements including National Change of Address (NCOA), Delivery Sequence File (DSF), Coding Accuracy Support System (CASS) Certification, and other requirements as they become applicable.
  - Any requirements of the shipping carrier (s) utilized by the Contractor.
- C.6.2.** Contractor shall submit a proper invoice for services rendered in order to receive payment. A proper invoice is one which contains, at a minimum, the following information: 1) Contractor name; 2) FEI or vendor number; 3) invoice number; 4) purchase order number; 5) description of service(s); 6) date(s) of service; 7) detail of amount(s) billed. Contractor shall maintain documentation of all billed charges and shall make such documentation available to the agency upon request or as otherwise stated in this Contract.

## **D. EVALUATION**

The State of Oklahoma will conduct a comprehensive, fair, and impartial evaluation of proposal based on the “best value” criteria defined in the Oklahoma Central Purchasing Act, 74, Okla. Stat. §85, et seq.

### **D.1. Proposals shall be evaluated based on the following:**

- D.1.1.** Supplier’s experience with direct mailing services as described in this RFP. Provide a description of similar direct mailing services the Supplier has performed. Briefly describe a maximum of three direct mailing projects including how many years the Supplier has provided the direct mailing services, how the Contractor ensured that the project timelines were met, and the quantity of items processed.
- D.1.2.** Summarize Supplier’s organizational characteristics including date established, the organization type (i.e. for profit, not-for-profit, etc.), number of employees, and how these characteristics will enable the Supplier’s organization to implement and manage the direct mailing services detailed in this RFP.
- D.1.3.** Submit a resume or summary of the qualifications of the Project Director (PD) and other key administrative staff for this project. Discuss any limitations on the PD’s availability.
- D.1.4.** Cost  
Supplier must complete Section H, Price and Cost. Supplier shall not substitute Section H with any other document or form. Please see Section C.6 for additional information that may assist Suppliers when developing their firm fixed per item cost and with the completion of the Pricing Schedule.
- D.1.5.** Early pay Discount

## **E. INSTRUCTIONS TO SUPPLIER**

### **E.1. The Supplier must take the responsibility to:**

- E.1.1.** Carefully read the entire RFP;
- E.1.2.** Seek clarification by asking questions in a timely manner;
- E.1.3.** Submit all required responses, completed to the best of Supplier’s ability and submitted, by the required dates and times;

### **E.2. Response Format**

- E.2.1.** Supplier is to submit one (1) complete hard copy of their response and on Two (2) CD’s which includes the completed proposal including the scanned images of the required OMES signed forms. Faxed or emailed responses will not be accepted. Please mark the CD’s with the company name, solicitation number, and closing date. Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.
- E.2.2.** Please ensure that your Discs are marked clearly with the RFP Number.
- E.2.3.** PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

### **E.3. Response Instructions**

- E.3.1.** Suppliers are to complete the Responding Bidder Information Form and supply any required information listed in that form.
- E.3.2.** Suppliers are to complete the Non-Collusion Form.
- E.3.3.** The Supplier’s response is to contain the responses listed in Attachment A.

### **E.4. INCLUDE ALL COST COMPONENTS IN PRICING**

Suppliers must identify and include all elements of recurring and non-recurring costs in their pricing. Unless otherwise specified, this must include, but is not limited to, all administrative fees, maintenance, manuals, documentation, shipping charges, labor, travel, training, consultation services, wiring and supplies needed for the installation (including cost of all uncrating, disposal of shipping materials), set-up, testing and initial instruction to Agency personnel.

Notwithstanding the foregoing, in the event that market conditions, laws, regulations, or other unforeseen factors dictate, at OMES’s sole discretion, additional charges may be allowed during the contract term.

## **E.5. Explanation to Suppliers.**

- E.5.1.** Suppliers who need clarification shall contact the Central Purchasing contracting officer shown on the **RFP**. Oral explanations or instructions given before proposal opening will not be binding. Any information given a supplier concerning a solicitation will be provided promptly to all other suppliers as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other suppliers.
- E.5.2.** The proposal must contain all the material requested and address all requirements identified in the RFP.
- E.5.3.** These instructions describe the mandatory proposal format the approach for the development and presentation of the Proposal. Proposals must be submitted in the format described in this sections. Failure to do so may result in rejection of the proposal.
- E.5.4.** Each Supplier is responsible for providing sufficient information and document for their proposal to be thoroughly evaluated. Additional information deemed appropriate by the Supplier should be included. However, material in the Proposal which conflicts with the RFP requirements may be cause for rejection.

## **E.6. Submission of Responses**

- E.6.1.** All inquiries must be submitted in the form of questions or requests for clarification. Such questions or requests for clarification must be submitted in writing via e-mail to [theresa.johnson@omes.ok.gov](mailto:theresa.johnson@omes.ok.gov) and received by the contracting officer on or before 5:00 p.m. ("CDT"), on August 14, 2017. Questions must reference the identifying solicitation number.
- E.6.2.** Questions or requests for clarification received by telephone or by fax or received after 5:00 p.m. (CDT) August 14, 2017 will not be accepted, reviewed or responded to.

## **E.7. Product Availability**

- E.7.1.** Product proposed must be a current product model and available for general marketing purposes at the opening of this solicitation. Perceptive supplier must use best effort to assure product availability through duration of contract period.

## **E.8. Preparation of Proposals.**

- E.8.1.** (a) Suppliers are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the supplier's risk.
- E.8.2.** (b) Each supplier shall provide the information required by the solicitation. Proposals shall be typewritten or written in ink; Pencil proposals will not be accepted. Erasures or other changes **shall be initialed** by the person signing the proposals.
- E.8.3.** (c) Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.8.4.** (d) Unit price shall be entered on the form provided or a copy thereof.
- E.8.5.** (e) If supplier wishes to propose "all or none" this must be clearly shown on the proposal.
- E.8.6.** (f) Recipients of this solicitation not responding with a response shall return only the front sheet (CP-01 form) annotated with "No Bid", their company and address.
- E.8.7.** (c) The State reserves the right to accept by item, groups of items or by the total proposal.
- E.8.8.** (d) The State may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.
- E.8.9.** Contractors 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 Division. To be considered, a request for review must be received no later than the due date and time for submission of questions. The Central Purchasing Division shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

## **E.9. Amendments to Request for Proposal.**

- E.9.1.** If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.
- E.9.2.** Suppliers should acknowledge receipt of any amendment to this solicitation by signing and returning the amendment. Central Purchasing must receive the acknowledgment by the opening time and date specified for receipt of proposals.

## **E.10. Proposal Compliance.**

- E.10.1.** The state reserves the right to reject any proposal that does not comply with the requirements and specifications of the RFP. A proposal shall be rejected when the supplier imposes terms or conditions that would modify requirements of the RFP or limit the supplier's liability to the State.

## **E.11. Proposal Conformity.**

- E.11.1.** By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

## **E.12. Energy Conservation**

- E.12.1.** Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings.

## **E.13. Conflict of Interest**

- E.13.1.** The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Vendors must disclose with the RFP the name of any officer, director or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Vendors must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

## **F. CHECKLIST**

None

## **G. OTHER**

### **G.1. DISASTER RECOVERY PLAN**

The Contractor shall submit a plan that addresses business continuity and disaster recovery related to emergency situations to the agency for approval before starting operations; the submission deadline date shall be agreed upon by both parties. The plan must include at least the following aspects of disaster recovery: communications, physical plant security, data security, and fire/disaster prevention and recovery procedures. Each aspect included within the disaster recovery plan must describe both the Contractor and the agency responsibilities.

- G.2.** The Contractor may include resources outside Oklahoma but within the continental United States as part of this plan. If applicable, the plan must satisfy all requirements for Federal certification.

- G.2.1.** The plan shall be maintained and updated by the Contractor throughout the term of the contract, and shall be available for review by State or Federal officials on request.

### **G.3. OFFSHORING**

The Contractor shall not enter into any sub-contract which uses any public funds within its control to purchase services which will be provided outside the continental United States. This reflects prohibition on the purchase of offshore services.

The service provider shall:

- G.3.1.** Disclose the location(s) where all services will be performed by the Contractor and subcontractor(s);
- G.3.2.** Disclose the location(s) where any agency data associated with any of the services are provided, or seek to provide, will be accessed, tested, maintained, backed-up, or stored;
- G.3.3.** Disclose any shift in the location of services being provided by the Contractor or subcontractor(s); and
- G.3.4.** Disclose the principle location of business for the Contractor and all subcontractor(s) who are supplying services to the Agencies under the proposed contract(s).
- G.3.5.** If contracted or subcontracted services shall be performed at multiple locations, the known or anticipated value of the services performed shall be identified and reported. This information and economic impact on Oklahoma and its residents may be considered in the evaluation.
- G.3.6.** The Agency shall determine when the purchase of offshore services does not apply in regard to:
  - G.3.6.1.** Situations in which it is deemed an emergency; and
  - G.3.6.2.** Necessity to waive some or all of the requirements herein.
- G.3.7.** The Contractor may perform some development functions outside of Oklahoma but within the continental United States. If any Contractor or subcontractor(s) work identified for performance in the United States is moved to another country, outside the continental United States, such action may be deemed a breach of the contract.

## H. PRICE AND COST – PRICING SCHEDULE

H.1. Transfer of current inventory to new location site: Price per transfer

\$ \_\_\_\_\_

H.2. Charge for envelopes including printing

\$ \_\_\_\_\_/PIECE      \$ \_\_\_\_\_/M

H.3. Fold in half, tab and mail as self- mailer

\$ \_\_\_\_\_/PIECE      \$ \_\_\_\_\_/M

H.4. Tri-fold

\$ \_\_\_\_\_/PIECE      \$ \_\_\_\_\_/M

H.5. Insert two (2) publications, SEAL, label and mail (Pick & Pack)

\$ \_\_\_\_\_

H.6. Insert three (3) publications, SEAL, label and mail (Pick & Pack)

\$ \_\_\_\_\_

H.7. Insert four (4) publications, SEAL, label and mail (Pick & Pack)

\$ \_\_\_\_\_

H.8. Insert five (5) publications, SEAL, label and mail (Pick & Pack)

\$ \_\_\_\_\_

H.9. Insert six (6) publications, SEAL, label and mail (Pick & Pack)

\$ \_\_\_\_\_

H.10. Insert seven (7) publications, SEAL, label and mail (Pick & Pack)

\$ \_\_\_\_\_

H.11. Insert eight (8) to ten (10) publications, SEAL, label and mail (Pick & Pack)

\$ \_\_\_\_\_

H.12. Insert eleven (11) to fifteen (15) publications, SEAL, label and mail (Pick & Pack)

\$ \_\_\_\_\_

CONTINUED ON NEXT PAGE

**PRICE AND COST – PRICING SCHEDULE - PAGE TWO**

**H.13. Insert sixteen (16) to twenty-five (25) publications, SEAL, label and mail (Pick & Pack)**

\$ \_\_\_\_\_

**H.14. Insert more than twenty-five (25) publications, SEAL, label and mail (Pick & Pack)**

\$ \_\_\_\_\_

**H.15. Print mailing address on provided envelopes or print address insertion sheet**

\$ \_\_\_\_\_

**H.16. Miscellaneous assembly and mailing**

\$ \_\_\_\_\_

**H.17. Label and mail postcards**

\$ \_\_\_\_\_

**H.18. Storage of Agency Literature, Materials (including any administration of handling and inventory charges)**

\$ \_\_\_\_\_/SKID, PALLET PER MONTH

**H.19. Bulk (boxed materials) Mailing Services**

\$ \_\_\_\_\_/HOUR

**H.20. Materials Charge ofr boxes used for bulk orders**

\$ \_\_\_\_\_/ BOX

**H.21. Materials Charge for Small Postal Boxes used for Individual Orders**

\$ \_\_\_\_\_/BOX

**H.22. Materials Charge for Large Postal Boxes used for Individual Orders**

\$ \_\_\_\_\_/BOX

**H.23. Pick up or delivery literature to or from Agency Locations**

\$ \_\_\_\_\_

CONTINUED ON NEXT PAGE

**PRICE AND COST – PRICING SCHEDULE - PAGE THREE**

**H.24. Please detail any other charges that may be incurred by agencies to provide these services:**

H.24.1.1. DESCRIPTION: \_\_\_\_\_

H.24.2. \$ \_\_\_\_\_

H.24.3. DESCRIPTION: \_\_\_\_\_

H.24.4. \$ \_\_\_\_\_

H.24.5. DESCRIPTION: \_\_\_\_\_

H.24.6. \$ \_\_\_\_\_