



Solicitation Cover Page

1. Solicitation #: 0900011617

2. Solicitation Issue Date: 07/25/2018

3. Brief Description of Requirement:

Solicitation for SW0101 Fleet Fuel Card Services

4. Response Due Date¹: 08/29/2018

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

U.S. Postal Delivery Address: 5005 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. Contracting Officer:

Name: Theresa Johnson

Phone: 405-521-2289

Email: theresa.johnson@omes.ok.gov

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

² 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 # 0900011617

2. Bidder General Information:

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

☐ YES – Permit #: _____

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

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: _____

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

6. Workers' Compensation Insurance Coverage:

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

☐ YES – Include with the bid a certificate of insurance.

☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

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

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

7. Disabled Veteran Business Enterprise Act

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

Authorized Signature

Date

Printed Name

Title



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

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

Agency Name: OMES Agency Number: 09000

Solicitation or Purchase Order #: 0900011617

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

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

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due

date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

A.6. Bid Opening

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

A.7. Open Bid / Open Record

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

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

85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

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

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

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

A.15. Award of Contract

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

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling,

shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

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

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

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

A.25. Termination for Convenience

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

A.26. Insurance

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

A.27. Employment Relationship

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

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

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

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 Title:** Fleet Fuel Card Services
- B.2. Contract Period:** The contract period shall be from November 1, 2018 through October 31, 2019 with 4 consecutive one-year renewal option periods at the same terms, conditions and pricing.
- B.3. 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.4. Type of Contract:** This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.
- B.5. Contract Preference:** This contract is mandatory
- B.6. Authorized Users:** Proposals 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
_____ Yes, proposal permits usage by other than State Agencies
_____ No, proposal permits usage by State Agencies only.
- 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. Cooperation with Succeeding Vendor:** At the conclusion of this contract, the vendor shall fully cooperate with any succeeding vendor in making the transition to the succeeding contract to achieve an effective, customer-oriented changeover.
- B.9. Publicity.** Neither Proposers nor the contractor shall release publicity, press releases, or similar information without the advance written approval of the contracting officer. The state reserves the right to require an proposer or contractor to submit a copy of any proposed publicity as a part of the contracting officer's approval process.
- B.10. Indefinite Quantity.** The quantities referenced in this SOLICITATION are estimates and actual quantities may vary above or below the estimates.
- B.11. 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.12. RFP Compliance:** The state reserves the right to reject any Supplier that does not comply with the requirements and specifications of the RFP. A RFP 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.
- B.13. Evaluation and Award: The State shall evaluate RFP's in response to this solicitation and will award a contract to the supplier whose offer is determined to be Best Value.**
- B.13.1.** The state may (1) reject any or all Suppliers, (2) accept other than the lowest Supplier, and (3) waive informalities or minor irregularities in offers received.
- B.13.2.** The State reserves the right to accept by item, groups of items or by the total offer.
- B.13.3.** The State may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.
- B.14. Notice of Award:** Notice of award letter resulting from this RFP will be furnished to each successful supplier and shall result in a binding contract without further action by either party. It shall be the successful supplier's responsibility to reproduce and distribute copies to all authorized dealers listed in your response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.
- B.15. 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.16. Ordering:** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders 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.17. Contractor Invoices:** The supplier shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation awarded shall be the only office authorized to receive orders, invoice and receive payment. If the suppliers wish to ship or provide service from a point other than the address listed on the face of the proposal, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- B.17.1.** Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- B.17.2.** The supplier shall invoice the agencies on a monthly basis for services rendered during the previous month.
- B.17.3.** 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.17.4.** In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.
- B.17.5.** The contract shall be for the quantities actually ordered during the life of the contract. Billing shall be made in accordance with instructions by the agency or division issuing the purchase order.
- B.18. Gratuities:** The right of the successful supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.
- B.19. Warranty:** The Successful supplier 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.20. Contract Management Fee: 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.20.1. The check should be mailed to:

Office of Management and Enterprise Services

Attention: Accounts Receivable

5005 N. Lincoln Boulevard

Oklahoma City, OK 73105

B.20.2. The Contract Management Fee is not to be considered an add-on fee to the agency, but is to be included within the cost and discount percentage provided with the Bidders response to this solicitation.

Contract quarterly reporting periods for management fees 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. Contract Usage Reporting Requirements: 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.21.1. 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:

Strategic.Sourcing@omes.ok.gov

B.21.2. Contract quarterly reporting periods for 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.21.3. Failure to provide 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 it's 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. Subcontracts.** The prime contractor to whom this contract is awarded shall be completely and solely responsible for the satisfactory performance of all subcontract services and performed and items furnished including adherence to the terms and conditions of this contract.
- B.26. Severability.** The terms and conditions of this contract are deemed to be severable one from the other, and any legal determination that one or more provisions is unenforceable or null and void shall have no effect on the remainder of the contract terms and conditions.
- B.27. Entire Contract.** The entire contract shall consist of the RFP, the successful offer including any amendments or changes and the award document, as mutually agreed to by the parties prior to the award.
- B.28. Equal Opportunity and Discrimination.** The vendor is an Equal Opportunity Employer, a provider of services and or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.
- B.29. Lobbying.** The Proposer(s) certifies compliance with the Anti-Lobbying law, Section 1325, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.2.22. Debarment, Suspension and Other Responsibility Matters. The Proposer certifies it and its principals meet all requirements found at 45 CFR Part 76, for prospective participants in primary covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110, Debarment, Suspension and other Responsibility Matters.

C. SOLICITATION SPECIFICATIONS

C.1. Background

Background: The current Statewide Contract has an annual spend for Calendar year 2017 of over \$24 million. The current program has approximately 20,886 cards. During the calendar year of 2017, there were approximately 576 eligible user accounts executing over 574,350 transactions at over 9,645 locations throughout the State. These figures are provided as a historical reference of prior activity within the State and should not be interpreted or construed as representing future activity.

C.2. Objective

The objective of the RFP is to award to a single vendor capable of providing fleet card products and services for purchasing fuel, including but not limited to complete automotive repairs/service, preventative maintenance, emergency repairs and towing. Fuel purchases may include gasoline, diesel, biodiesel, marine, aviation, and propane. The fleet card may also be used for electric vehicle charging stations.

C.3. Mandatory requirement

Proposers submitting a response to this Solicitation must be registered with the IRS as an Ultimate Vendor according to the American Jobs Creation Act 2004 (AJCA), Section 865 Taxable Fuel Refunds for certain Ultimate Vendors. Proposers shall submit with their response a copy of the IRS approval letter or appropriate documentation or the response will be deemed non responsive and rejected. The response should contain at minimum the Registration number and activity letter (the suffix).

C.4. Scope of Work.

The State of Oklahoma is seeking options for the purchase of fuel and related automotive products and services. The purchase methodology must be universally accepted and should provide a secure reporting environment offering full transparency, user hierarchical management access with the ability to interface as often as needed with M5 Fleet Focus, TZ; Agile Assets Maintenance Management System and other software.

The system should track all transactions and expenditures by individual vehicle, individual employee and by user account. The state requires the ability to service or repair towed equipment and separate those charges from the towing vehicle.

Provide level three (3) information on all purchases with safeguards to eliminate unauthorized purchases. The system should accommodate the removal of applicable taxes and have the ability to restrict fuel purchases to only fuel types appropriate for the vehicle or equipment being fueled.

C.5. The State seeks the ability to purchase:

- C.5.1.** All types of vehicle fuel nationwide
- C.5.2.** Automotive parts and services
- C.5.3.** Road services including towing
- C.5.4.** Fuel only for equipment statewide
- C.5.5.** Fuel only for rental vehicles nationwide
- C.5.6.** Fuel at Marinas and Airports nationwide

C.6. Additionally the State seeks identified savings opportunities and the ability to utilize mobile device applications and other technologies to provide current information to our end users.

D. EVALUATION

D.1. Evaluation and Award

The State of Oklahoma will use best value criteria in accordance with Oklahoma Statute Title 74, Section 85 in evaluation of proposals. The order in which best value criteria is listed does not establish priority. The State may negotiate with Vendors to get the best price, value and terms. Once the State identifies the top candidates, negotiations may take place through the State Purchasing Director. The State considers all cost and business terms negotiable. Responses will be evaluated on the following criteria:

Technical/Business Proposal – Section G

Pricing Proposal – Section H

Past Performance – Attachment A

- D.1.1.** The state reserves the right to make an award from solicitations as submitted and without oral presentations or discussions. Therefore, Proposers are encouraged to make their most advantageous and competitive offer in their original solicitation. THE STATE intends to award a single contract to the responsive and responsible proposer, whose offer, conforming to the solicitation offers services at the best value, and has demonstrated the highest quality of successful experience.
- D.1.2.** Throughout the evaluation process, individual Proposers may be requested to provide clarifying or supplemental information. Such information shall not be provided by the proposer unless specifically requested by the contracting officer. When so requested, clarifications or supplemental information shall be in writing (facsimile acceptable) to the contracting officer's name on the SOLICITATION. Proposers shall provide requested information within three (3) business days of the date of the state's request. Failure of the proposer to supply requested information in a timely or complete manner may result in rejection of the proposer's solicitation.

D.2. Evaluation Process Overview

The evaluations will be conducted as a five (5) step process as follows:

- D.2.1.** Initial Determination of Responsiveness – contracting officer will determine initial responsiveness of all Proposals submitted by the due date and time on page one of the solicitation

Note: If a Proposer is deemed non-compliant to the initial responsiveness requirements they will not further evaluated.
- D.2.2.** Pass/Fail – Evaluation Team evaluates each Proposal on a pass/fail basis to determine if the Proposal is responsive to mandatory (M) and mandatory scored (MS) requirements in Section G

Note: If a Proposer is determined non-responsive to the mandatory or mandatory scored requirements in Section G, the Proposal will not be further evaluated.
- D.2.3.** Non-Cost Scoring – Each mandatory scored (MS) requirement will be evaluated and scored by the Evaluation Team to determine the Non-Cost Score for each Proposal. Contracting Officer will receive and calculate all Reference scores.
- D.2.4.** Cost Scoring – Contracting Officer will calculate the Cost Score for each Proposal.
- D.2.5.** Total Points – Contracting Officer determines the Total Points for each Proposal by aggregating the Non-Cost Score and Cost Score for each proposal.
- D.2.6.** Value Add Services: Respondents have an opportunity to identify any value added options or ideas that may benefit the State at a change in cost or scope. The Respondent should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this project, and indicate how the items will increase or decrease cost (note: a Value Added option must impact cost). The Respondent should list the cost and time impact of its options or ideas. These services will not be scored and the state may elect not to avail themselves of the services.

E. INSTRUCTIONS TO BIDDER

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.1.4.** Solicitations shall be clear and concise yet provide sufficient detail for the state to understand exactly what is being proposed. Keep in mind the who, what, when, where, why and how test of solicitation content. The solicitation shall not merely concur with the RFP using such words as "concur" or "will comply" but shall fully explain what is being offered and how the proposer will provide the service. Solicitation responses shall reference the corresponding RFP paragraph. Solicitations submitted shall be submitted in the same numbering format.

E.2. Response Format

- E.2.1.** Supplier is to submit one (1) complete hard copy of their response on Two (2) CD's or flash drives 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 or flash drives with the company name, solicitation number, and closing date.
- E.2.2.** Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.
- E.2.3.** PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

E.3. Explanation to Suppliers.

- E.3.1.** 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. Unnecessarily elaborate Solicitations beyond what is sufficient to present a complete and effective response to this RFP are not desired.
- E.3.2.** 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.3.3.** The proposal must contain all the material requested and address all requirements identified in the RFP.
- E.3.4.** 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.3.5.** 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.3.6.** Under no circumstances shall any proposer or its representative contact any employee of the state, other than the contracting officer regarding this RFP prior to contract award except as may be provided in this RFP.

E.4. Submission of Responses

- E.4.1.** 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 and received by the contracting officer on or before August 8, 2018 at 5:00 p.m. ("CDT"), Questions must reference the identifying solicitation number.
- E.4.2.** Questions or requests for clarification received by telephone or by fax or received after August 8, 2018, 5:00 p.m. (CDT) will not be accepted, reviewed or responded to.

E.5. Product Availability

- E.5.1.** 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.6. Preparation of Proposals.

- E.6.1.** 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.6.2.** Each supplier shall provide the information required by the solicitation. Proposals shall be typewritten or written in ink; Penciled proposals will not be accepted. Erasures or other changes **shall be initialed** by the person signing the proposals.
- E.6.3.** If supplier wishes to propose "all or none" this must be clearly shown on the proposal.
- E.6.4.** The State reserves the right to accept by item, groups of items or by the total proposal.
- E.6.5.** The State may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

E.7. Proposal Costs.

- E.7.1.** The state shall not be liable for any costs associated with the Proposers proposal effort.

E.8. REFERENCES

- E.8.1.** Past Performance Information
- E.8.2.** Supplier must complete and submit three (3) current or former client surveys to whom the supplier has successfully provided services that were similar in their nature of the work required in this solicitation. A minimum of one (1) State government client is required. Supplier must use the survey questionnaire provided in Attachment A, Reformatting, replacing and altering information is not allowable.
- E.8.3.** The State will be analyzing past performance information on the supplier's services. To assist the State in identifying the highest past performance of a supplier, the following process will be used:
- E.8.4.** Each supplier is responsible for sending out a survey questionnaire to each of their clients.
- E.8.5.** The clients will send their surveys back to the supplier.
- E.8.6.** The supplier will compile all of the surveys and submit the surveys with their solicitation response.
- E.8.7.** The ratings will then be averaged together to obtain a firm's past performance rating.
- E.8.8.** The surveys must contain different contracts. Supplier cannot have multiple people evaluating the same contract.
- E.8.9.** Clients must utilize the most current system provided by supplier.
- E.8.10.** Clients must be supplier's corporate card program clients within the last 48 months.
- E.8.11.** Clients purchase card annual spend must be more than \$10 million dollars.
- E.8.12.** The State reserves the right to verify information provided by contacting references with the follow-up questions, at the State's discretion.
- E.8.13.** Customer references shall be provided on Attachment A, Customer Reference Form. Customer Reference Forms from any other procurement will not be accepted for this RFP. At least one of the three references must be a Government customer.
- E.8.14.** Customers must fully complete the Attachment A, Customer Reference Form, and return directly to the Supplier. The Supplier must then submit the completed exhibit with the Proposal as specified in this Section E, Explanation to Suppliers.

E.9. ORAL PRESENTATION/LIVE DEMONSTRATION

- E.9.1.** Prior to award Proposers will be required to present a demonstration of specific functionality of their system. Specific technical requirements to be demonstrated are identified in Section G
- E.9.2.** Oral Presentation/Live Demonstrations are expected to be held according to Section G. Proposers will be provided with the location and schedule information approximately two weeks prior to the actual day of their oral presentation/live demonstration. Proposers will have a maximum of two (2) hours to complete their Oral Presentation/Live Demonstration with an additional 30 minutes for questions. Proposers will be required to supply laptop for Oral Presentation/Live Demonstrations.

E.10. INCENTIVE SHARE COMPONENT

- E.10.1.** Proposers are required to complete Incentive Share Component Proposal as instructed in Section H

F. CHECKLIST

None

G. TECHNICAL/BUSINESS SECTION G WORKSHEET

H. PRICE AND COST

Incentive Share: Proposers will complete all Incentive Share Components. Proposers may enter a zero (0) if they choose not to offer incentive share in any of the Incentive Share Components. A single payment combining Incentive Share Components 1 and 2 will be paid quarterly directly to each participating entity. Incentive Share Component 3 will be paid quarterly directly to the state as a contract administration fee. The combined score of all Incentive Share Components will equal the Proposers total score for this section.

H.1. Incentive Share Component #1 - Volume Sales Incentive (Per Participating Entity)

- H.1.1.** Proposer Instructions: Proposers must quote a basis point offering in the box below. For purposes of this Proposal, responses must be provided in the format shown below.

Incentive Share Component #1 – Entity Volume - Basis Points Offered _____bps

H.2. Incentive Share Components #2 – Prompt Payment/Speed of Pay Incentive (Per Participating Entity)

- H.2.1.** Participants shall earn a Prompt Payment/Speed of Pay incentive in addition to the Volume Incentive Share Component #1. Proposers must quote a basis point offering for prompt payment/speed of pay incentive below. Average days to pay will begin from the date the transaction is posted to the account to the time payment is received by the bank

Incentive Share Component #2 – Participating Entity prompt Payment – Basis Points Offered _____bps

H.3. Incentive Share Component 3 – see B. 20.

- H.3.1.** Incentive Share Component #3 – Contract administrative fee – Basis Points Offered _____bps

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SECTION G – TECHNICAL/BUSINESS REQUIREMENT WORKSHEET

1. Introduction

This Appendix contains the detailed technical and business requirements pertaining to fleet fuel card. See Evaluation and Award for a list of other requirements that must be met in order to be considered responsive to this RFP.

OMES has determined that it is best to define its requirements, desired operating objectives, and desired operating environment. OMES will not tailor these needs to fit some solution as Proposer may have available; rather, the Proposer shall propose to meet the OMES's needs as defined in this RFP.

Response to Technical and Business Requirements

All of the requirements described in this section are service level and terms and conditions that OMES expects to be satisfied by the Proposers. Proposers must indicate their willingness and ability to satisfy these requirements.

As applicable, responses to the requirements will be evaluated and scored in accordance with RFP Section (Evaluation and Award).

Designation of Requirements

The requirements specified in this Appendix are classified as either mandatory (M), mandatory-scored (MS) or non-mandatory (NM). For all requirements listed in this section, Proposers must:

- Indicate whether the Proposer agrees to the individual requirement by marking either a "Yes" or "No" in the column next to the requirement; and
- Provide a thorough narrative response to the requirement labeled with the corresponding requirement number describing your ability to meet the requirement.

Note: All requirements which are marked "Yes" in the "Live Demo" column will be scored separately as part of the Oral Presentative/Live Demonstration in accordance with RFP Section (Evaluation and Award).

Mandatory (M) Requirements.

All items labeled mandatory (M) are not negotiable. A Pass/Fail evaluation will be utilized for all mandatory requirements in this Appendix. All Requirements labeled mandatory must be marked "Yes" to pass. Failure to respond to any mandatory requirement shall result in disqualification of the proposal.

Mandatory-Scored (MS) Requirements

All items labeled mandatory-scored (MS) are not negotiable. Responses to these requirements will be evaluated and scored as specified in RFP Section (Evaluation and Award). Failure to respond to any mandatory-scored requirements shall result in disqualification of the proposal.

Non-Mandatory (NM) Requirements

Some listed standard are identified as non-mandatory (NM). Proposers are not requirement to comply with these requirements in order to be compliant with the RFP requirements. However, if a Proposer offers any these non-mandatory requirements, the Proposer must meet the minimum requirements as stated in this section.

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2. Technical Requirements -This section contains the detailed technical requirement

2.1 Online System

	System Requirement	Type	Meets Yes No	Live Demo
2.1.1	<p>The Contractor shall provide an online (web-based) fleet card data management and reporting system. The online fleet card system must have the capability to perform the following function, at a minimum during the terms of the contract:</p> <ul style="list-style-type: none">• Data Collection and management (section 2.2)• Administration of system and accounts (section 2.3)• Reporting output and data transfer (section 2.4) <p>System Requirement (continued)</p> <p>Proposers must describe their technical capabilities for interfacing with the internal fleet management systems, data transmission and reporting capabilities based on the Proposer's must current fleet card management systems used by customers (government and/or corporate).</p>			

2.2 Data Collection and Management

Critical to the operation of every participating state is the ability capture and display transaction data as made available from the merchant, as well as overall purchase card program information.

Proposers must provide details describing at a minimum, the proposed system design, flexibility, capabilities and how the proposed system will comply with each requirement contained in this section.

No.	System Requirement	Type	Meets Yes No	Live Demo
2.2.1	Ability for system to allow users to view transactions in real time	M	<input type="checkbox"/> <input type="checkbox"/>	Yes
2.2.2	Allow for system to assignment PIN number to vehicle/driver/department	M	<input type="checkbox"/> <input type="checkbox"/>	Yes
2.2.3.	Ability for system to allow PIN number to be changed for each trip and/or vehicle dispatched via a web-based vehicle reservation system.	M	<input type="checkbox"/> <input type="checkbox"/>	Yes
2.2.4	Ability for system to allow user to view card history including, but not limited to: a. Transaction history, minimum of twenty-four (24) months. b. Cancelled/ deactivated/ or suspended cards. c. Changes to card profile and who made them	M	<input type="checkbox"/> <input type="checkbox"/>	Yes
2.2.5	Ability for system to allow Program Administrator to add/change/delete without provider approval in real time by an authorized agency administrator: a. Cards b. Vehicles c. Drivers d. PIN numbers e. Card restrictions		<input type="checkbox"/> <input type="checkbox"/>	Yes
2.2.6	Ability for system to initiate/create one-time overrides	M	<input type="checkbox"/> <input type="checkbox"/>	Yes
2.2.7	Ability for system to initiate/create one-time overrides after hours with follow-up notification to Program Administrator	M	<input type="checkbox"/> <input type="checkbox"/>	Yes

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2.2.8	Ability system to allow for a minimum of 50 characters on account coding	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.2.9	Ability for system to capture and display Level 3 transaction data as made available from the merchant	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.2.10	Ability for system to allow Program Administrator and cardholder to dispute transaction online	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.2.11	Ability for system to allow Program Administrator to unlock card access based on cardholder three bad logins	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.3 Administration of System Accounts Critical to the operation of every participating state is the ability to administer the system approval process and cardholders' access and privileges online. The system should also be able to provide automatic, default cost allocations for each transaction and the ability to assign multiple account codes to each transaction as determined by the Agency. Proposers must provide details describing at a minimum, the proposed system design, flexibility, capabilities and how proposed system will comply with each requirement contained in this section					
No.	System Administrative Requirement	Type	Meets Yes No		Live Demo
2.3.1	Ability to customize security features at card level including, but not limited to: a. Pay at pump only b. Dollar transaction limit, maximum monthly c. Swipe limit, maximum daily d. Tank capacity limit	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.3.2.	Ability to restrict fuel type	NM	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.3.3	Ability to apply hard limits on quantity of fuel dispensed	NM	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.3.4	Ability to restrict maintenance purchases	NM	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.3.5	Ability to have all new cards automatically blocked, requiring activation.	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.3.6	Ability to activate multiple cards at one time	NM	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.3.7	Ability to choose billing cycle close data	NM	<input type="checkbox"/>	<input type="checkbox"/>	
2.3.8	Ability to roll-up billing to managing account level or bill at department level	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.3.9	Ability bill electronically, paperless billing	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.3.10	Ability to provide federal fuel tax exemption prior to invoicing	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.3.11	Ability to run transaction as credit with Driver ID prompting	NM	<input type="checkbox"/>	<input type="checkbox"/>	
2.3.12	Ability to provide overnight card placement	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.3.13	Ability to interface with multiple fleet management systems at no charge to customers including, but not limited to: a. Asset Works (Maximus, M4 and M5)	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.3.14	Ability to have cards mailed overnight to name and address requested by the customer	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.3.15	Ability to assign cards to vehicle or driver	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.3.16	Ability to pay for electric vehicle charging stations	NM	<input type="checkbox"/>	<input type="checkbox"/>	
2.3.17	Ability to pay for street side parking meter charges	NM	<input type="checkbox"/>	<input type="checkbox"/>	

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2.3.18	Ability to contract for Roadside Assistance. Invoicing for Roadside Assistance must not exceed 90 days after date of service.	M	<input type="checkbox"/>	<input type="checkbox"/>	
2.3.19	Ability to order replacement cards online	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.3.20	Ability for customizable cards at the agency level, including but not limited to: <input type="checkbox"/> design specifications <input type="checkbox"/> embossing, alpha numeric <input type="checkbox"/> ordering process and delivery timeline <input type="checkbox"/> department cards	M	<input type="checkbox"/>	<input type="checkbox"/>	
2.3 Output Including Reporting/Data Transfer Critical to the operation of every participating state is the ability to generate reports on detailed transaction data. The contractor will be required to provide a system with versatile and comprehensive reporting capabilities. Proposers must provide details describing at a minimum, the proposed system design, flexibility, capabilities and how the proposed system will comply with each system requirement identified below.					
No.	Output including Reporting/Data Transfer Requirements	Type	Meets Yes No		Live Demo
2.4.1	Ability to provide detailed level 3 reporting	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.4.2	Ability to download transaction data daily	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.4.3	Ability to provide “exception” reports including but not limited to: a. Overrides b. Back-to-back transactions c. Fuel type d. Over tak capacity e. Miscellaneous transactions f. Maintenance transactions g. Odometer input exception h. Decline report	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.4.4	Ability for reports to be available in multiple formats (i.e., PDF, text, HTML, browser)	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.4.5	Ability to schedule on-demand ad-hoc reports	M	<input type="checkbox"/>	<input type="checkbox"/>	Yes
2.4.6	Please provide a complete list and description of all standard or “canned” reports available	M	<input type="checkbox"/>	<input type="checkbox"/>	
2.4.7	Please describe in detail the process for ordering custom reports	M	<input type="checkbox"/>	<input type="checkbox"/>	
Business Requirements - This section contains the detailed business requirements. 3.1 Customer Service (MS) Customer service and support are key components in the successful operation of any card program. Proposers submitting the most comprehensive customer Service proposal will receive the highest number of allowable points. Please describe in detail how you intend to meet the minimum requirements below. DO NOT INCLUDE MARKETING MATERIALS IN YOUR RESPONSE. At a minimum, Contractor’s system of support will include:					
No.	Customer Service Requirement	Type	Meets Yes No		
3.1.1	Please describe in detail your secure authorized support system (s) that would be available at all various hierarchical levels of the Program	MS	<input type="checkbox"/>	<input type="checkbox"/>	
3.1.2	Contractor will be required to provide a designated customer service team per state familiar with all aspects of the contract. Please describe in detail your proposal for providing a designated customer service team for the state.	MS	<input type="checkbox"/>	<input type="checkbox"/>	

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3.1.3	Contractor will be required to provide a domestic and International toll-free number available to cardholders 24/7 365 days/yr. Please provide the customer service numbers available to cardholders. Please indicate what cardholder support would be available at this number, including but not limited to: <ul style="list-style-type: none">reporting lost or stolen cardscardholder transaction informationcardholder general account informationcardholder ability to have a card unlocked	MS	<input type="checkbox"/> <input type="checkbox"/>	
No.	Customer Service Requirement (continued)	Type	Meets Yes No	
3.1.4	Contractor will be required to provide at least one (1) designated Relationship Manager assigned to the state familiar with all aspects of the contract. Relationship Manager must be available to Program Administrators and Contract Administrator Monday through Friday during regular business hours. Relationship Manager will provide managing account support to multiple Program Administrators, contract support to Contract Administrators of the state. Please describe in detail how you meet this requirement.	MS	<input type="checkbox"/> <input type="checkbox"/>	
3.1.5	Contractor will be required to provide at least one (1) designated Account Coordinator familiar with all aspects of the resulting agreement and available to the Program Administrators during regular business hours to assist with day-to-day program management. Account Coordinator will provide day-to-day account management support to Program Administrators. Account Coordinator may provide service to multiple entities as long as service level meets state's needs. Please describe in detail how you meet this requirement.	MS	<input type="checkbox"/> <input type="checkbox"/>	
3.1.6	Contractor will be required to assure internal staff are trained and educated all aspects of the Contract. Please describe in detail your internal staff training/education plan for support of this contract.	MS	<input type="checkbox"/> <input type="checkbox"/>	
3.1.7	Contractor will be required to benchmark customer. Please describe your internal customer service responsiveness benchmarks, how are they defined, monitored, and adjusted to meet customer need	MS	<input type="checkbox"/> <input type="checkbox"/>	
3.1.8	Contractor will be required to have an established escalation process. Please describe in detail your escalation point(s) of contact for cardholders, program administrators, contract administrator.	MS	<input type="checkbox"/> <input type="checkbox"/>	
3.1.9	Please describe in detail any additional customer support services you provide	MS	<input type="checkbox"/> <input type="checkbox"/>	
3.2 IMPLEMENTATION/TRANSITION (MS) The time line and assigned resources of the implementation/transition to a new Contractor are critical. Contractor will be responsible to fully cooperate with current Contractor and State during all phases of the implementation/transition. The contractor must notify OMES in writing of any changes to key personnel at any time during the implementation/transition phase. OMES reserves the right to request a change in key personnel at any time. Key personnel could be implementation/transition project manager, technology resource, implementation coordinator, etc. Please describe in detail how you intend to meet the requirements below. Response should be clear and concise. System screenshots may be included where appropriate. DO NOT INCLUDE MARKETING MATERIALS IN YOUR RESPONSE. At a minimum, Proposer's Implementation/Transition Response will include:				

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		M		
No	Implementation Requirement	Type	Meets Yes No	
3.2.1	Contractor will be required to allow multiple agencies/organization to participate in this contract. Please describe in detail your agency/participant qualification, enrollment, and set-up process with a sample of any documentation/form(s) that will be required by agency/participant prior to participation in the Agreement.	MS	<input type="checkbox"/> <input type="checkbox"/>	
3.2.2	Contractor must have a pre-established account set-up process that may be customized based on the needs of each organization. Please describe in detail your account set-up process including, but not limited to: Implementation Requirement (continued) <ul style="list-style-type: none">• Roles and responsibilities of Customer and Contractor• Timeline for set-up process	MS	<input type="checkbox"/> <input type="checkbox"/>	
3.2.3	Contractor will be required to provide custom extract files at the request of state/participant. Please describe in detail your process for setting up a custom extract file creation including, but not limited: <ul style="list-style-type: none">• Roles and responsibilities of Customer and Contractor• Timeline• Cost	MS	<input type="checkbox"/> <input type="checkbox"/>	
3.2.4	Contractor will be required to provide electronic access to online system for Customer testing during all phases of the account setup process. Please describe in detail your ability to meet this requirement.	MS	<input type="checkbox"/> <input type="checkbox"/>	
3.2.5	Contractor will be required to provide an Implementation/Transition Communication plan. Please describe in detail your implementation/transition communication plan including, but not limited to: <ul style="list-style-type: none">• Staff resources• Method(s) of communication• Timing(s) of communication	MS	<input type="checkbox"/> <input type="checkbox"/>	
3.2.6	Contractor will be required to provide a timeline for implementation. Please describe in detail your complete implementation process including any available customization ability.	MS	<input type="checkbox"/> <input type="checkbox"/>	
3.2.7	Please describe in detail your card embossing, production, distribution, and activation process.	MS	<input type="checkbox"/> <input type="checkbox"/>	
3.2.8	Contractors will be required to provide an Implementation/Transition Training plan. Please describe in detail how you meet this requirement.		<input type="checkbox"/> <input type="checkbox"/>	
3.2.9	Contractor will be required to provide qualified personnel resources during the implementation/transition process. Please describe in detail your company's ability to provide an implementation resource's roles, responsibilities, and level of expertise as a part of this contract.	MS	<input type="checkbox"/> <input type="checkbox"/>	
3.3 Training (MS) Proposers providing the highest level of complete and continuing training will receive the most points. Narrative Response should be clear and concise. System screenshots may be included where appropriate. DO NOT INCLUDE MARKETING MATERIALS IN YOUR RESPONSE. At a minimum, Proposer's Response will include:				
No.	Training Requirement	Type	Meets Yes No	

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3.3.1	Contractor will be required to provide ongoing training for the life of the contract. Please describe in detail the resources providing the ongoing training including, but not limited to: <ul style="list-style-type: none">• Training resource name• Training resource qualifications	MS	<input type="checkbox"/>	<input type="checkbox"/>	
3.3.2	Contractor will be required to provide Online Web-Based training. Please describe in detail your online web-based training options including, but not limited to: <ul style="list-style-type: none">• Transaction Management;• Reporting;• System administration	MS	<input type="checkbox"/>	<input type="checkbox"/>	
3.3.3	Contractor will be required to provide Onsite/Classroom training for Program Administrators. Please describe in detail your onsite/classroom training options including, but not limited to: <ul style="list-style-type: none">• Type• Frequency	MS	<input type="checkbox"/>	<input type="checkbox"/>	
3.3.4	Contractor will be required to provide Onsite User Group Forums. Please describe in detail your Onsite user Group Forum plan including, but not limited to: <ul style="list-style-type: none">• Optional training, what type of training will you provide• Frequency• Subject matter expert presentations• Opportunity for customers to discuss issues and concerns	MS	<input type="checkbox"/>	<input type="checkbox"/>	
3.3.5	Contractor will be required to provide Written User Reference Guides, either extensive or quick guides. Please describe in detail the written user reference guides you provide.	MS	<input type="checkbox"/>	<input type="checkbox"/>	
	3.4 Payment Terms/Late Payment Penalties (MS)				
No.	Payment Terms/Late Payment Penalties	Type	Meets Yes No		
3.4.1	Contractor shall provide a properly completed invoice to customer. Each invoice shall be identified by the associated Contract Number. Invoices for payment will accurately reflect all discounts due the Customer.	MS	<input type="checkbox"/>	<input type="checkbox"/>	
3.4.2	The full amount of each Participating Agency's monthly balance or billing cycle balance, except for disputed or reported fraud items, will be due within forty-five (45) days from the billing cycle date of The Contractor invoice.	MS	<input type="checkbox"/>	<input type="checkbox"/>	
3.4.3	Contractor must provide detailed information and electronic copies for the proposed payment system, including, but not limited to: <ul style="list-style-type: none">• Forms of accepted payment• Paper hard copy invoices/payment• Electronic invoices/payment including necessary hardware/software• Invoice adjustments• Late payment collection and suspension policies• Invoice forms and reports• Collection on delinquent accounts	MS	<input type="checkbox"/>	<input type="checkbox"/>	
	3.5 Liability (M)				
No.	Liability Requirements	Type	Meets Yes No		
3.5.1	Contractor agrees that Agencies shall only be liable for the use of their cards with corporate liability on acquisitions that are authorized transactions. Authorized transactions are defined as acquisitions which meet the following requirements:	M	<input type="checkbox"/>	<input type="checkbox"/>	

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	<ul style="list-style-type: none">Where the Agency authorized the employee as a purchase card userWithin cardholder setup limits and restrictions specified by each AgencyWhere transactions are authorized by the merchant in accordance with established payment card association rules and regulationsThe Agency receives the product, commodity, service, etc. <p>The use of the purchase card outside of this definition is defined as an unauthorized transaction and is outside the scope of Agency liability.</p>			
	Liability Requirements (continued)	Type	Meets Yes No	
3.5.2	State and the Contractor through mutual agreement shall establish procedures for reporting lost or stolen cards and stolen cardholder account numbers. The State and all Participating Agencies shall have no liability for lost or stolen cards or fraudulent use of any corporate liability cards. The Contractor shall report to the Cardholder and the Agency Program Administrator reported fraud transactions and the resulting credit issuance or payment due determinations through immediate system generated letters and within monthly management information reporting.	M	<input type="checkbox"/> <input type="checkbox"/>	
	3.6 Security and Confidentiality (MS)	Type	Meets Yes No	
3.6.1	Contractor must provide and maintain an appropriate information security program to prevent the unauthorized disclosure, misuse, alteration, or destruction of confidential information. Please describe in detail your information security program including, but not limited to: <ul style="list-style-type: none">CardsAccount numbersPasswordsPersonal Identification numbersTransactions	MS	<input type="checkbox"/> <input type="checkbox"/>	
	3.7 Fraud (MS)			
No.	Security and Confidentiality	Type	Meets Yes No	
3.7.1	Contractor must provide external fraud protection/program screening coverage for the following types of occurrences including, but not limited to: <ul style="list-style-type: none">Lost/Stolen CardsCounterfeit CardsSkimmed CardsUnauthorized Internet TransactionsMerchant DisputesFraud PatternsCommunication with cardholder/program administrators <p>Please describe in detail your ability to meet this requirement.</p>	MS	<input type="checkbox"/> <input type="checkbox"/>	
	3.8 Disputed Transactions (MS)			
No.	Security and Confidentialty	Type	Meets Yes No	
3.8.1	The Contractor will be required to propose a resolution procedure for dealing with disputed transactions resulting from unauthorized charges, errors in cardholder billings, or problems with charges for	MS	<input type="checkbox"/> <input type="checkbox"/>	

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	merchandise or services that are not resolved between the cardholder and supplier. The Contractors must propose a timely dispute procedure to ensure that the payment network charge back rights do not expire. If upon resolution of a dispute, it is found that the transaction was actually an authorized charge; the Participating Agency will be liable for the payment within the payment terms as described herein. The Contractor shall provide detailed information on the proposed disputed transaction resolution procedures, including: <ul style="list-style-type: none">• Notification process to Contractor, paper/electronic data interchange/facsimile• Ability to dispute transactions electronically as well as track through final resolution of the charge• Instructions for cardholders			
Number	Disputed Transactions (continued)	Type	Meets Yes No	
	<ul style="list-style-type: none">• Instructions (including invoice adjustments) for billing offices• Provisions for prompt investigation of disputed items• Provisions for reporting/disposition on resolution of dispute to cardholders, approving officials, agency program coordinators, and billing office• Provisions for system identified dispute related credit or payment on resolved dispute• Integrating state-owned fueling facilities		<input type="checkbox"/> <input type="checkbox"/>	
	3.9 Product Codes (MS)			
No.	Product Codes	Type	Meets Yes No	
3.9.1	Contractor will be required to work directly with the State to develop effective strategies to address product code errors with merchants. Provide example(s) of how your company works with merchants in correcting errors to ensure accurate fuel usage reporting and tax collection.	MS	<input type="checkbox"/> <input type="checkbox"/>	

4. Card Acceptance(MS)

Card Acceptance is critical to state business and is a scored element of this RFP. Proposers will indicate below the number of accepting locations in each area. Proposers must be able to provide verification of accepting locations upon request. Proposer shall provide proof of acceptance at the request of the Contract Administrator. In the event the Proposer information proves false, they will receive zero points for this section

Proprietary Fueling Locations		Proprietary Maintenance Locations	
Service Area	Number of Accepting	Service Area	Number of Accepting
State of Oklahoma		State of Oklahoma	
United States		United States	

Supplier must describe their current card acceptance by specifying the total number of each individual actual location of merchants that accept the proposed card. An individual actual location is defined as the merchant’s physical location, which will be counted as one, even though it may have multiple card terminal acceptance sites:

- a. Number of accepting merchants - international
- b. Number of accepting merchants – nationwide
- c. Number of accepting merchant – State of Oklahoma

CUSTOMER REFERENCE FORM ATTACHMENT A

Contractor's (Proposer) Name:	
Customer Name (Proposer's Customer):	
Contract Number:	
Contract Duration:	
Dollar Amount of Contract:	
Products/Services Provided:	
Customer (Proposer's Customer) Contact Name and Title:	
Customer Phone Number:	
Customer Fax Number:	
Customer E Mail Address:	

Ratings: Please summarize contractor performance and circle in the column on the right the number which best corresponds to the performance rating for each question. If the score is either 1 or 5, please kindly provide an explanation.

Please follow the rating guidelines below for description of rating scale:

Rating Guidelines and Description of Rating Scale:		
Exceptional	(5)	Best-in-class performance. Performance met all contract requirements and exceeded several to the customer's benefit. No issues were encountered.
Very Good	(4)	Performance met all contract requirements and exceeded some to the customer's benefit. There were a few minor issues, which were negligible.
Satisfactory	(3)	Performance met contract requirements. There were some minor issues, and corrective actions taken by the contractor were acceptable.
Marginal	(2)	Performance did not meet the contractual requirements. There were issues, some of a serious nature, for which corrective action was only somewhat effective.
Unsatisfactory	(1)	Performance did not meet contractual requirements. There were serious issues and the contractor's corrective actions were ineffective.

CUSTOMER REFERENCE FORM

Factors Rated	Questions	Comments <i>(continue on additional sheets if desired)</i>	Rating
Timeliness	1. How would you rate the contractor's geographic coverage and ability to deliver on time throughout all your locations?		① ② ③ ④ ⑤
	2. How would you rate the contractor's product availability and fill rate?		① ② ③ ④ ⑤
	3. How would you rate the contractor's turnaround time when contacted to provide on-site assistance?		① ② ③ ④ ⑤
Contract Management	4. How would you rate the experience of the contractor in managing large accounts?		① ② ③ ④ ⑤
	5. How would you rate the service provided by the contractor's assigned Contract Administrator and/or Project Manager?		① ② ③ ④ ⑤
Quality	6. How would you rate the quality of the contractor's value-added services?		① ② ③ ④ ⑤
	7. How would you rate the performance of contractor's products compared to that of its competitors?		① ② ③ ④ ⑤
Ordering	8. How would you rate the contractor's ordering system?		① ② ③ ④ ⑤
Reporting	9. How would you rate the contractor's ability to provide ad hoc reports in an accurate and timely manner?		① ② ③ ④ ⑤
Customer Satisfaction	10. How would you rate your level of overall satisfaction with the contractor?		① ② ③ ④ ⑤

RATER'S SIGNATURE: _____**DATE:** _____