



Solicitation Cover Page

1. Solicitation #: 0900000404 for SW0050

2. Solicitation Issue Date: 09/25/19

3. Brief Description of Requirement:

Solicitation to establish the SW0050 Statewide Contract for Moving Services.

RFP NOTICE: Please note that on an RFP no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date¹: October 17, 2019

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO²**:

U.S. Postal Delivery Address: OMES – Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

Common Carrier Delivery Address: OMES – Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

Electronic Submission Address: _____

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

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

7. Contracting Officer:

Name: Linda Lechtenberg

Phone: 405-522-0436

Email: Linda.Lechtenberg@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 #** 0900000404 for SW0050

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, Central Purchasing Agency Number: 090

Solicitation or Purchase Order #: 0900000404 for SW0050

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 Period

- B.1.1.** The contract period is for a 12 month period, commencing Date of award through one year. This contract may be renewed for up to three additional one year periods.

B.2. Agreement Period

- B.2.1.** The Agreement Period is the Date of Award through the end of the final renewal period. Renewal options shall be at the sole discretion of the State of Oklahoma.

B.3. Extension of Contract

- B.3.1.** The State may extend the term of this contract up to 180 days if mutually agreed upon in writing by both parties.

B.4. Type of Contract.

- B.4.1.** This is a firm fixed price contract for indefinite delivery and indefinite quantity for the product specified.

B.5. Mandatory Contract

- B.5.1.** This contract will be a mandatory statewide contract that is available to all state agencies. Other government entities may avail themselves of this contract.
- B.5.2.** All state agencies must use the contract for the services specified herein, unless the Ordering Agency has received a written exception from the contracting officer. The State of Oklahoma reserves the right to conduct separate procurement process(s) to establish contract(s) for the same or similar services for any agency's specific project.
- B.5.3.** The State of Oklahoma shall not guarantee any minimum or maximum total amount of the Supplier services that may be required under this contract.
- B.5.4.** This contract may be awarded to multiple Suppliers.

B.6. Authorized Users.

- B.6.1.** This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts, Universities, and Municipalities may avail themselves of the contract.
- B.6.2.** Authorized Users have no authority to amend, modify or change any terms and conditions of this contract.

B.7. Ordering.

- B.7.1.** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the State purchase card, by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence. Each purchasing entity will place orders directly with the winning Supplier(s).

B.8. Supplier Invoices

- B.8.1.** The Supplier shall be paid upon submission of proper certified invoices to the ordering agency/authorized user 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 Supplier wishes provide service from a point other than the address listed on the face of the solicitation, the Supplier will furnish a list of these locations. No ordering or invoicing will be done at these locations.
 - B.8.1.1.** Invoicing shall be made in accordance with the instructions of the agency/division/authorized user issuing the purchase order.
 - B.8.1.2.** 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 Management and Enterprise Services for a copy of the regulations.
 - B.8.1.3.** See A.18, Invoicing and Payment for further invoicing information.

B.9. Prompt Payment Discounts.

- B.9.1.** Please review A.18 for information concerning prompt payment discounts.

B.10. Price Adjustments

- B.10.1.** All prices listed are firm for the initial first year of the Contract. Thereafter product price increases may be allowed

at the renewal of each contract period with the approval of the Central Purchasing Division. The price includes the cost of the product specified and all associated delivery costs. Documentation of price increases shall accompany renewal request responses.

- B.10.2.** Increases will not affect any orders issued prior to the approved price changes. The State will have 30 days to implement any approved price increase. The State reserves the right to reject any request price adjustment if deemed excessive by the OMES, Central Purchasing Division. To request a price increase, the Supplier(s) must submit a request in writing to the Contracting Officer listed on this solicitation.
- B.10.3.** At no time should the ordering entity pay more than the Contract price.
- B.10.4.** Price decreases are expected to be passed on to the State as Supplier(s) receive them. Supplier(s) are to notify the Contracting Officer in writing regarding price decreases, including a list of all line items with their new prices. The State will have 30 days to implement any request for price decreases.

B.11. Insurance

- B.11.1.** This is in addition to A.26, Insurance.
- B.11.2.** The Contractor agrees to provide the above referenced policies with the following limits. Liability insurance limits may be arranged by General Liability and Automobile policies for the full limits required, or by a combination of underlying policies for lesser limits with the remaining limits provided by an Excess or Umbrella Liability policy.
 - B.11.2.1.** Workers' Compensation:
Coverage A: Statutory
 - B.11.2.2.** General Liability:
 - Per Occurrence: \$1,000,000
 - Personal/Advertising Injury: \$1,000,000
 - General Aggregate: \$2,000,000
 - Products/Completed Operations: \$2,000,000 aggregate
 - Fire Damage Legal Liability: \$ 100,000
 - B.11.2.3.** Automobile Liability
Combined Single Limit: \$1,000,000
 - B.11.2.4.** Commercial Automobile Insurance, hired and non-owned.
 - B.11.2.5.** Garage keepers Liability Insurance.
 - B.11.2.6.** Commercial Property Coverage.

B.12. Property loss

- B.12.1.** The Supplier shall reimburse the government entity for such property loss or damage caused by supplier, its employees, or for anyone whose acts the Supplier may be liable for.

B.13. Notice of Award

- B.13.1.** Notice of award resulting from this solicitation will be furnished to each successful respondent and shall result in a binding contract without further action by either party. It shall be the successful respondent's responsibility to reproduce and distribute copies to all authorized dealers listed in your solicitation response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

B.14. Conformity

- B.14.1.** By submitting a response to this solicitation, the Supplier attests that the supplies or services conform to specified contract requirements.

B.15. Gratuities

- B.15.1.** The right of the successful Supplier(s) to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful Supplier(s), 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.16. Warranty

- B.16.1.** The successful Supplier(s) agree the products furnished under this contract shall be covered by the most favorable commercial warranties the Supplier gives to any customer for such services; 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. Contract Usage Reporting Requirements

- B.17.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.

- B.17.2.** Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of
- B.17.3.** Usage Reports shall be delivered to Central Purchasing within 45 calendar days upon completion of performance quarter period cited in B.19.4 of this contract provision. Usage Reports may be delivered to the Central Purchasing Strategic Sourcing Group via the following addresses:

B.17.3.1. Email – strategic.sourcing@omes.ok.gov

B.17.3.2. Physical Address:

OMES – Central Purchasing
Frates Building
5005 N. Lincoln, Suite 300
Oklahoma City, Ok 73105

B.17.4. Contract quarterly reporting periods shall be:

B.17.4.1. January 1 through March 31.

B.17.4.2. April 1 through June 30.

B.17.4.3. July 1 through September 30.

B.17.4.4. October 1 through December 31.

B.17.5. Failure to provide usage reports shall result in cancellation or suspension of contract.

B.17.6. Usage Reports shall be submitted in Excel form.

B.18. Contract Management Fee

B.18.1. As provided by Oklahoma State Statute 74 O. S., §85.33A, the Office of Management and Enterprise Services assesses an Administrative Fee in the sum of 1% on all sales transacted by any entity under this contract. The Oklahoma Administrative Fee shall not be reflected as a separate line item in the Supplier's billing to participating State Agencies and Authorized Users.

B.18.2. Supplier agrees to annotate the resultant amount on the quarterly "Contract Usage Report" as listed in Section B.21.6 and make payment by company check to OMES – Central Purchasing within forty five (45) calendar days from the completion of the quarterly reporting period as listed in Section B.21.4. To ensure the payment is credited properly, the Supplier must identify the check as a "Contract Management Fee" and include the following information with the payment: List the SW# and Contract Title, the report amount, and the reporting period covered. The Contract Management Fee shall be mailed to:

OMES – Accounting and Reporting
5005 N. Lincoln Blvd., Suite 200
Oklahoma City, OK 73105

B.18.3. Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

B.19. Conflict of Interest

B.19.1. A Request for Proposal is subject to the provisions of the Oklahoma Statutes. All Suppliers must disclose with their response 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.20. Patents and Royalties

B.20.1. 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 or copyright, it is mutually agreed and understood without exception that the solicitation 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.21. Disclosures Regarding Lobbyists

B.21.1. A Supplier may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.

B.21.2. Any Supplier using the services of a lobbyist to assist in obtaining a contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State.

- B.21.3.** The name and address of each lobbyist or agent of the Supplier or subSupplier who communicated with a State employee about a solicitation or potential solicitation must be disclosed with the solicitation response.

B.22. State Purchase Card (P-Card)

- B.22.1. SUPPLIERS PLEASE NOTE – IN ORDER TO BE CONSIDERED FOR AWARD, SUCCESSFUL SUPPLIERS ARE TO ACCEPT THE STATE OF OKLAHOMA PURCHASE CARD (P-CARD). FAILURE TO ACCEPT THE P-CARD MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.**

B.22.2. SIGNATURE OF ACCEPTANCE: _____ **DATE:** _____.

B.23. State and Federal Taxes

- B.23.1.** Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

B.24. Oral Agreements

- B.24.1.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the RFP or the resultant contract. All modifications to the contract must be made in writing by Central Purchasing.

B.25. Minor Deficiencies or Minor Informalities

- B.25.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a proposal or variation in a proposal from the exact requirements of a solicitation that may be corrected or waived without prejudice to other Suppliers. A minor deficiency or informality does not affect the price, quantity, quality, delivery, or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

- B.25.2.** The State Purchasing Director may waive minor deficiencies or informalities in a proposal if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other Suppliers, or are not a cause for proposal rejection.

B.26. Electronic Submission

- B.26.1.** All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.1 of the solicitation. Submissions will not be accepted via email. Hard copies of the responses are not needed. This term overrides any terms in Section A requiring submission of hard copy.

B.27. Tobacco Use Prohibited

- B.27.1.** The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned, or under the control of the State of Oklahoma, including parking lots owned or under the control of the State of Oklahoma.

C. SOLICITATION SPECIFICATIONS

C.1. Introduction

- C.1.1.** The State of Oklahoma is establishing a Statewide contract which will provide moving services for all State agencies and approved authorized users. This contract will be for entire State coverage, or each supplier may bid only a region of the State which they are comfortable in servicing. There is also a provision for interstate moving services.

- C.1.2.** The moving services established from this contract will consist of two categories.

C.1.2.1. Category 1 – Commercial/office moves/relocations

C.1.2.2. Category 2 - Employee household/residential moves/relocations

C.1.2.2.1. Oklahoma Statute Title 74. Chapter 17 – Travel and Moving Expenses – Section 500.51 – 500.55 provides the specifics of employee relocation allowances.

C.2. Definitions

- C.2.1.** "Carrier" means any common carrier registered and approved by the Oklahoma Corporation Commission.
- C.2.2.** "Employee" means any state officer or employee with the exception of elected officials.
- C.2.3.** "Permanent transfer" means a transfer in excess of twenty –one (21) weeks
- C.2.4.** "Household goods" means personal effects excluding automobiles, boats, trailers, other than a manufactured home which is the principal residence of the employee, animals or any other possession not normally considered as household goods.

C.3. Geographical Locations

- C.3.1.** The State expects Supplier to provide coverage in as many parts of the State of Oklahoma as possible and also across State lines as needed.

- C.3.2.** The State reserves the right to open solicitation at any time to add specific locations where coverage is not adequate.
- C.3.3.** The State has been divided into four regions, divided by I-35 and I-40, and 2 metropolitan areas.
 - C.3.3.1.** Southwest Oklahoma (defined as areas south of I-40 and west of I-35)
 - C.3.3.2.** Southeast Oklahoma (defined as areas south of I-40 and east of I-35)
 - C.3.3.3.** Northwest Oklahoma (defined as areas north of I-40 and west of I-35)
 - C.3.3.4.** Northeast Oklahoma (defined as areas north of I-40 and east of I-35)
 - C.3.3.5.** Oklahoma City metropolitan area
 - C.3.3.6.** Tulsa metropolitan area
- C.3.4.** Suppliers are to indicate which area(s) they will be covering.
- C.3.5.** If Supplier intends different pricing for each area, it is the Supplier's responsibility to clearly mark a separate pricing attachment with each area pricing.

C.4. Category 1 – Commercial/Office Relocations/Moves

- C.4.1.** Supplier shall furnish all labor, equipment, vehicles and other items necessary to accomplish the move. All personnel are required to be employees of the Supplier. No subcontracting is permitted under this contract without written permission from the State.
- C.4.2.** Supplier shall be responsible for freestanding furniture, boxed personal belongings, electronic equipment (including copiers), artwork, equipment, and all other items when they are identified in the single statement of work.
- C.4.3.** All computer equipment shall be transported in a manner that provides protection from damage, moisture, dust, and shock related movement.
- C.4.4.** Supplier shall make the following preparations for the move of personal computers, computer monitors, printers, plotters, scanners, fax machines, copiers, and any other miscellaneous peripheral devices:
 - C.4.4.1.** The State will disconnect all cords, wires, etc., from device and wall outlets and leave them adjacent to the computer. Supplier shall pack all cords, wires, mouse, etc., in the same box with the same central processing unit (CPU). Label box with location number.
 - C.4.4.2.** Each monitor shall be packed in a separate box protected from damage. The CPU, all associated cables, accessories, keyboard, etc., may be packed in the same box. Label box(s) with location number. Supplier shall use their professional judgment in providing appropriate boxes/packaging.
 - C.4.4.3.** At new location, Supplier is to unpack the monitor, CPU and all associated accessories. These items shall be placed on any work surface in the designated office, conference room, etc. The cables, wires, mouse, keyboard, etc., should be placed on top of or immediately adjacent to the CPU.
 - C.4.4.4.** All boxes and packing material are to be removed from the site by Supplier immediately after the items are unpacked. Supplier is not responsible for reconnecting cables, cords, etc.
 - C.4.4.5.** The State reserves the right that some equipment may be prepared for shipment under separate contract but is to be moved by the Supplier.

C.5. Category 2 – Household Relocations/Moves

- C.5.1.** Mover is to pack, load, and unload household goods as specified per individual release (order) from this contract.
- C.5.2.** Mover is to service appliances at the point of origin and destination of move.
- C.5.3.** Per Title 74 O.S. §500.53, the actual line-haul cost of moving shall not include over ten thousand (10,000) pounds of employee's household goods.
- C.5.4.** If required, movement of one manufactured home and its contents, regardless of the number of pieces into which it disassembles for transport, provided it is the principal residence of the employee; provided further, that said movement shall not exceed the equivalent cost of moving ten thousand (10,000) pounds of household goods the equivalent distance.
- C.5.5.** The insuring of the employee's household goods and/or manufactured home, in the amount of One Dollar (\$1.00) per pound, not to exceed Ten Thousand Dollars (\$10,000.00).
- C.5.6.** Any additional moving expenses incurred as a result of said transfer shall be assumed by the employee upon approval.

C.6. Move Coordination Services – Category 1 and 2

- C.6.1.** Supplier shall be required, upon request, to provide a move plan and move coordination services. These services shall include a detailed move plan and all activities necessary for the relocation of furnishings, equipment, etc., from one location to another.
- C.6.2.** All planning and stages of coordination should be geared to meet a specific move date.
- C.6.3.** The coordinator shall determine the amount of effort required, plan the sequencing of the move, arrange for meetings, schedule delivery of packing boxes if required, ensure those being moved understand their tasks and schedule deadlines, be on-site as a troubleshooter on the day(s) of the move, etc.
- C.6.4.** A separate charge for this service shall be indicated on the pricing submittal. The rate specified shall include all direct and indirect overhead costs such as transportation, general and administrative costs, etc.

C.7. Move Consultation Meetings – Category 1 and 2

- C.7.1.** Occasionally during the move process Supplier may be required to attend meetings with department(s) to answer questions. The State will make every effort to keep these meetings infrequent and less than an hour in duration. If the State elects to contract for move coordination services, consultation meetings will be covered under that Scope of Work. The meetings are considered part of overhead costs and are not separately billable under this contract.

C.8. Coordination with Move Coordinator (MC) – Category 1 and 2

- C.8.1.** Supplier shall work closely with the State's MC prior to and during any office move to coordinate all issues at no cost to the State. The MC is a State employee from the department(s) moving, and will serve as the point of contact for coordinating the move with the Supplier.

C.9. Hours of Service – Category 1 and 2

- C.9.1.** Hours on the job will be computed from the arrival at the original site to the departure from the "move to" location. After Suppliers move team is assembled from the original site, supplier supervisor shall meet with the State MC or other person in authority. This meeting is to verify the starting time, number and grade of workers present and resolve any last minute issues. This meeting is mandatory and the supervisor shall be required to sign a tall sheet or verification form supplied by the State before starting.
- C.9.2.** Supplier's field supervisor shall obtain the State representatives written approval of time worked and the number of workers used at the end of each day. This approval is mandatory and shall be obtained and agreed to by both parties prior to the commencement of any move.
- C.9.3.** Most moves will take place during normal business hours, Monday – Friday, 7:30 AM – 5:30 PM.

C.10. Building or Household Walk-Through and Protection – Category 1 and 2

- C.10.1.** Supplier shall, upon request from State, conduct coordinate, and document a pre-move walk through with the State MC to verify pre-existing conditions in and damages to the building or house at no additional cost to the State.
- C.10.2.** Supplier shall protect all surfaces (walls, floors, elevators, etc.) from damage by providing adequate building protection as approved by the State at no additional cost. Supplier shall notify the State in writing of any pre-existing damage to furnishings, equipment, surfaces, etc., prior to the move and receive verification from MC or designee. Once move is completed Supplier and MC shall inspect for any damage caused by the move. Any damage caused by Supplier shall be repaired or replaced at Suppliers expense and within a reasonable period of time.
- C.10.3.** Supplier shall assist the State in developing packing, tagging, and numbering procedures at no additional cost to the State.

C.11. Supervision – Category 1 and 2

- C.11.1.** Supplier shall provide field supervision during all moves. Upon request, Supplier shall provide evidence that supervisor is adequately trained. Due to critical nature and timeliness of each move, supervisor shall be conversant in English and have excellent communication skills. If contract performance problems arise, a supervisor must be available to meet on site as often as needed to resolve the problem.

C.12. Cleaning Up – Category 1 and 2

- C.12.1.** Supplier shall at all times keep the adjacent areas of the property free from rubbish and the accumulation of any waste materials and shall be responsible for the removal of all trash at the end of each day, or more frequently as may be required by the Contract Administrator.

C.13. Response Time – Category 1 and 2

- C.13.1.** Supplier shall perform any move no later than five (5) days after notification from the State to proceed with the move.
- C.13.2.** Supplier shall provide a contact person and telephone number for normal working hours. Supplier using a voice mail system or answering service shall initiate a call back to the sender within thirty (30) minutes of original call.

- C.13.3.** The State has the option of declaring any needed work to be an emergency. For emergency point-of-contact, the Supplier shall provide a contact person and a telephone number available 24 hours a day, 7 days a week, or have a voice mail paging system service or an answering service.

C.14. Estimates – Category 1 and 2

- C.14.1.** Not to exceed estimates for each move shall be returned no later than three (3) working days after site visit, unless the Supplier and the State agree to a different time. Estimates shall be furnished at no additional cost to the State. Estimates shall include but are not limited to the following:
- C.14.2.** Name of department or agency to be moved.
- C.14.3.** Indicate whether the move is during normal working hours or outside normal working hours (including nights, weekends or holidays).
- C.14.4.** Estimated number of labor hours itemized by category of work and number of workers needed within each category.
- C.14.5.** Hourly rate for each category from the pricing submittal.
- C.14.6.** Estimated material cost itemized by type from the pricing submittal.
- C.14.7.** Cost of special equipment (i.e., forklift, roll-off truck) if required for the move. All costs associated with the special equipment (i.e., insurance, salaries, overhead, profit, truck rates, etc.) shall be included in its hourly rate.
- C.14.8.** All costs associated with the move (i.e., insurance, salaries, overhead, profit, truck rates, etc.) shall be included in the hourly rates of the pricing submittal.

C.15. Settlement of Damage Claims – Category 1 and 2

- C.15.1.** All claims by the State for damaged or lost equipment and furniture must be satisfied within thirty (30) calendar days after the date of the completed move at one hundred percent (100%) of repair or replacement costs.
- C.15.2.** The State may hold payment for the individual moving service in abeyance until all such claims are resolved against the move.

D. EVALUATION

D.1. Evaluation Criteria

- D.1.1.** Evaluation Criteria will consist of the following best value criteria:
- D.1.1.1.** Cost (Attachment A – Price Submittal),
- D.1.1.2.** Responses required in Section E, and
- D.1.1.3.** Responses required in Attachment B – Business Technical Response.

E. INSTRUCTIONS TO BIDDER

E.1. Response Format

- E.1.1.** Supplier is to submit two (2) complete copies of their response on USB Flash Drive/Thumb Drives which include the completed proposal including the scanned images of the required OMES signed forms, and any other required documents listed in this RFP. Original hard copies are not required. Faxed or emailed responses will not be accepted. Please mark the USB Flash Drive/Thumb Drives with the company name, solicitation number, and closing date. This requirement supersedes the hard copy requirement listed in A.2.4.
- E.1.2.** Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.
- E.1.3.** Please ensure that your USB Flash Drive/Thumb Drives or CDs are marked clearly with the RFP Number.
- E.1.4.** PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

E.2. Response Instructions

- E.2.1.** Suppliers are to complete the Responding Bidder Information Form and supply any required information listed in that form.
- E.2.2.** Suppliers are to complete the Non-Collusion Form.
- E.2.3.** Suppliers are to provide their signature and date on B.22.
- E.2.4.** Suppliers are to indicate which geographical locations they will be covering as listed in C.3. List the locations below:
-

-
-
- E.2.5.** Supplier understands and accepts the requirements listed in C.4 through C.15. Yes ____ No _____. If no, explain the exceptions:
-
-
- E.2.6.** Suppliers are to respond to the items listed in Attachment B – Business Technical Response.
- E.2.7.** Suppliers are to provide proof of common carrier registration with the Oklahoma Corporation Commission. Is this attached? Yes ____ No _____. If no, why?
-
-
- E.2.8.** Suppliers are to provide the USDOT Number. List below:
-
-
- E.2.9.** Suppliers are to provide their Motor Carrier Number. Is this attached or listed below? Yes ____ No _____. If no, why?
-
-
- E.2.10.** Suppliers are to provide their household goods intrastate authority and 48 state authorities. Has this been provided? Yes ____ No _____. If no, why?
-
-

F. CHECKLIST

- F.1. Responding Bidder Information Form.** ____
- F.2. Non-Collusion Form.** ____
- F.3. Signature and Date on B.22.** ____
- F.4. Response to Section E Requirements.** ____
- F.5. Completion of Attachment A – Price Submittal (Excel Document).** ____
- F.6. Response to Attachment B – Business Technical Response.** ____
- F.7. Vendor Payee Form.** ____

G. OTHER

G.1. Question Submittal

- G.1.1.** All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **October 8, 2019 at 11:00 a.m.** Central Standard Time. Questions are to be emailed to Linda.Lechtenberg@omes.ok.gov. Questions received after this date will not be answered. If any questions are received, an amendment to this Solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, suppliers will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the Contracting Officer listed above. Failure to do so (contacting agency personnel directly), may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions.

G.2. Attachments

- G.2.1.** Attachment A - Excel Spreadsheet Pricing Matrix (This will be a separate document from the Solicitation Document).
- G.2.2.** Attachment B – Business Technical Response
- G.2.3.** Attachment C - Usage Report Template

H. PRICE AND COST

H.1. Pricing

- H.1.1.** There are two categories of moving: Category 1 - Commercial/Office Relocations/Moves and Category 2 - Household Relocations/Moves. If pricing is different for each type of move, a separate Attachment A – Price Submittal must be submitted for each Category. Otherwise, please indicate one Attachment A – Price Submittal is to be utilized for both categories. In addition, If Supplier intends different pricing for each geographical area, it is the Supplier's responsibility to clearly mark a separate pricing attachment with each area pricing.
- H.1.2.** Attachment A - Price Submittal includes two areas for pricing submittals. Each respondent must complete both hourly and per weight options. This Attachment includes one tab for each area. Each tab is clearly marked.
- H.1.3.** Hourly wage
 - H.1.3.1.** Supplier shall provide a fixed hourly rate per hour for all grades of service.
- H.1.4.** Rate per Weight
 - H.1.4.1.** On moves over 50 miles, the State may choose the option of pricing submitted by weight.
 - H.1.4.2.** The weight variance will be based on a flat rate per 1000 pound increments.

ATTACHMENT B – BUSINESS TECHNICAL RESPONSE

Please provide the following information regarding your company's profile on company letterhead. Please ensure answers are provided in the correct order.

GENERAL QUESTIONS AND STABILITY

1. Name, Title, Phone, and Email of Primary Contact
2. Number of years in business?
3. Current number of full time employees?
4. Main Line of Business?
5. Name of Parent Company, if any?
6. Name of Subsidiaries, if any?
7. Is your firm's primary line of business moving services?
8. Are there other related lines of business that your firm participates in? If so, please list and describe.
9. Are major changes (acquisitions, re-structuring, alliances, joint ventures) taking place in your organization?
10. Has your company been part of any legal proceedings (actual suits by or against your company) either currently or in the past? If so, please briefly describe them.
11. Please indicate as to whether your firm has been or is the subject of a bankruptcy or insolvency proceeding or subject assignment for benefit of creditors.
12. Who are your five largest customers? Please state the % of revenue derived from your top 5 customers.

SERVICE AND QUALITY

1. Identify features and capabilities that differentiate your firm from its competitors.
2. What type of moving services does your company specialize in?
3. Explain the geographical locations you will be covering in this solicitation. (Section C.4)
4. How much visibility will the State of Oklahoma account have at your company?
5. Do you use temporary or day labor general labor? Frequency?



Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES Employee Vendor Request Form](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency MUST first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

AGENCY SECTION (To be completed by state agency representative):

State agency representative should provide form to payee for completion of the vendor section shown below. Upon receipt of the completed form the agency should enter request instructions below. Please email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

Agency Name				Contact Name			
Phone #		Fax #		Email			
Agency Request To – Please select all applicable request types							
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID _____					
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address # _____	PeopleSoft Location # _____				
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____				
<input type="checkbox"/> Other	Explain _____						
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:						
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 - Other Income				
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds				
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney						

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.						
Name				Contact Name		
Payee Legal Name for Business, Individual or Government Entity as filed with IRS				Contact Title		
DBA Name				Phone #		
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name				Fax #		
Tax Identification Number (TIN) and Type:			<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)			
Business Address -- Please provide primary address as reflected on payee's annual U.S. Internal Revenue Service tax documentation						
Address				City		
State		Zip+4		Remittance Email		
Optional Addresses – Please select address type as applicable						
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:
Address				City		
State		Zip+4		Remittance Email		
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.						
Name			Title			Email

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Please provide tax identification number applicable for payee IRS tax reporting

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

☐ Domestic (U.S.) Sole Proprietor or Individual ☐ Domestic (U.S.) Partnership ☐ Domestic (U.S.) Corporation Type: _____

☐ Limited Liability Company Type: _____

LLC Disregarded Entity: ☐ YES ☐ NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

☐ Domestic (U.S.) Other Explain: _____

☐ Foreign (Non-U.S.) Sole Proprietor or Individual* ☐ Foreign (Non-U.S.) Partnership* ☐ Foreign (Non-U.S.) Type: _____

☐ Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS:

*** ADDITIONAL DOCUMENTATION IS REQUIRED.**

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/iw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

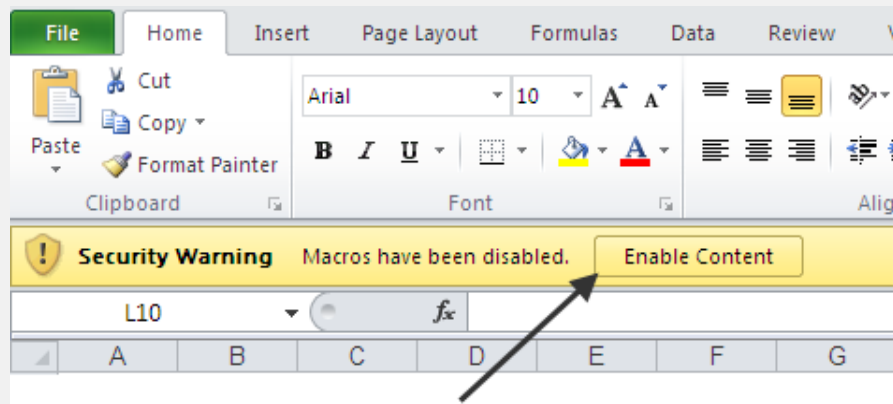
<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income		
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories </td> <td style="width: 50%; vertical-align: top;"> 515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS) </td> </tr> </table>			515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)
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<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management 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vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends ("Incentive" payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation </td> </tr> </table>			515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 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<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney				

USAGE REPORT INS

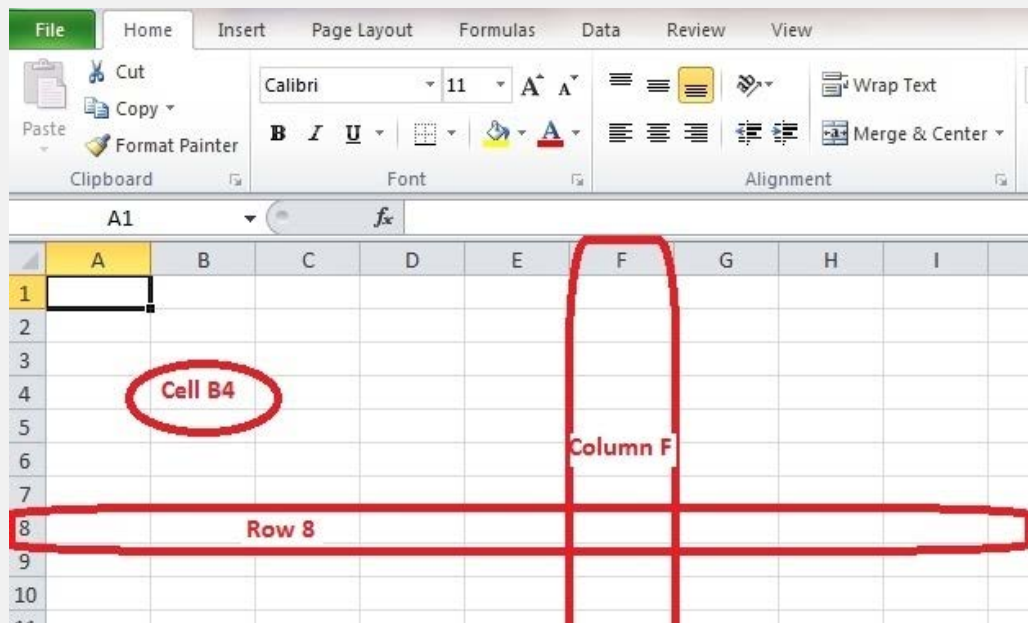
The following instructions explain how to complete the Quarterly Contract Usage Report for the State of Oklahoma. If you need the template, please contact Strategic.Sourcing@omes.ok.gov

Notes:

- 1.) In order for the built-in functions of this spreadsheet to work properly, **macros must be enabled**. To

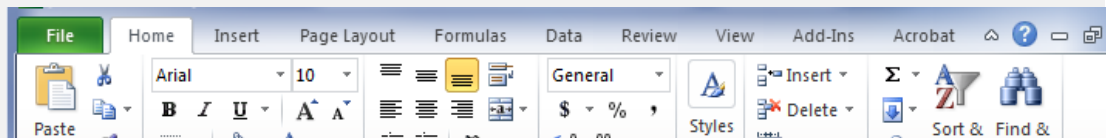


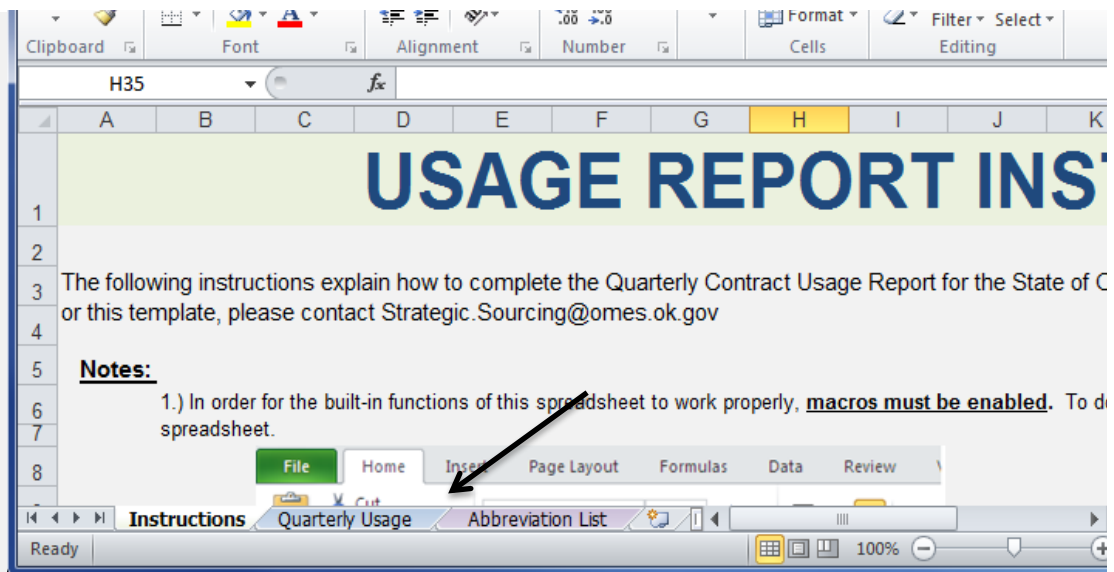
- 2.) Columns A, O, P, and Q are locked. You may not edit the calculated fields under any circumstances



Completing the Quarterly Usage Report

- 1.) Select the Quarterly Usage worksheet





2.) Enter contract information as described below.

OMES **State of Oklahoma - OME**

CONTRACT # (SW): **SUPPLIER NAME:**

Instructions: In the spreadsheet below, please provide a detailed usage report for purchases made by all State of Oklahoma agencies, counties, and all other authorized user.

A

CONTRACT # (SW):

The Statewide (SW) Contract number references the State of Oklahoma naming convention which you are reporting, please reference your signed contract, the contract award notification.

B

SUPPLIER NAME:

The Supplier name should match the name listed on the Contract Award Documents. If you list this as *Company ABC dba Company XYZ*. If your company has been acquired within the last 12 months, please update the contract documents to reflect new ownership.

C

REPORTING PERIOD:	<input type="radio"/>	Jul 1 - Sept 30
<i>higher education institutions</i>	<input type="radio"/>	Oct 1 - Dec 31
	<input type="radio"/>	Jan 1 - Mar 31
	<input type="radio"/>	Apr 1 - Jun 30

The reporting period reporting quarter is being submitted.

3.) Field Descriptions

Purchase Order #/ P.O. Card	Order Date	Purchasing Entity (Required)	Shipping Location	Manufacturer	Manufacturer Item #
--------------------------------	------------	---------------------------------	-------------------	--------------	---------------------

	P-Card (Required)		(Required)				
	A	B	C	D	E	F	
A.	Enter the Ordering Entity's Purchase Order number. If it is a P-card purchase, please enter the P-card number.						
B.	Enter the date the order was placed.						
C.	Enter the Purchasing Entity's name, abbreviation, or number here. To identify State Agency, enter the Agency number from the bottom of the workbook.						
D.	Enter the city in which products or services were received, or the specific office/subdivision.						
E.	Enter the Product's Manufacturer. If it is a service, indicate the type of service (Transportation, etc.).						
F.	Enter the Manufacturer Item Number, if applicable.						
G.	The Product Description should concisely explain what has been received by the end user.						
H.	General Product Category, if applicable.						
I.	Enter the Supplier Item Number, if applicable.						
J.	The UNSPSC Codes can be found at the website listed below by entering a keyword into the search box. www.unspsc.org/search-code						
K.	Enter the MSRP or List Price.						
L.	Enter the price received by the Purchasing Entity.						
M.	Enter the Quantity purchased.						
Remaining fields will automatically calculate based on the values entered.							

Inserting Lines

1. Select a cell between Columns B and N, and on Lines 1-25.

Note: Do NOT select a cell in the Example line

2. Click the "Insert Lines" button at the bottom of the spreadsheet

3. Enter the number of lines you would like to add in the pop-up window

Note: the number MUST be an integer - no letters, decimals, or fractions

4. Select OK

Lines will be inserted below the current selection; formulas and calculations will automatical
These steps can be completed multiple times until the desired number of rows is available.

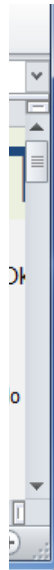
INSTRUCTIONS

Oklahoma. If you have questions regarding reporting, administrative fees, or this

to do this, please click "**Enable Content**" in the yellow ribbon at the top of the spreadsheet.

3.





S Central Purchasing

<div></div>	REPORTING PERIOD:	<div></div>
<i>ities, school districts, municipalities, higher education institutions</i>		

i. The format will be SWXXXX. If you do not know the Statewide Contract number for on, or email Strategic.Sourcing@omes.ok.gov.

r company has a formal name but is doing business as (dba) another name, please detail st reporting period, please contact the **contracting officer** in order to formally change

ferences the date range for which sales were made. Please put an "X" indicating which tted.

Product Description <i>(Required)</i>	Product Category	Supplier Item #	UNSPSC <i>Code</i>	MSRP	Unit Price	Quantity <i>(Required)</i>
--	------------------	-----------------	-----------------------	------	---------------	-------------------------------

(Required)	▼	▼	▼	Code	▼	▼	(Required)	▼	(Required)	▼
G	H	I	J	K	L	M				

ter "Pcard" in the cell. **Do not** enter the credit card number.

ncies or Higher Education institutions, please reference the 'Abbreviation List' tab at the

on title (i.e. DOC Mable Basset).

lation, Consulting, Programming, etc.).

er.

the "Search Title" field.

ly update.

Deleting rows is not permitted, but blank rows are acceptable.
