



**The State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing**

In conjunction with



Request for Proposals

Oklahoma Solicitation Number 09000006747

**NASPO ValuePoint Master Agreement for
Aftermarket Automotive Parts**

February 3, 2016

[Use of the Comdata Card and P-Card](#)

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A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

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

A.3. Solicitation Amendments

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

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

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

A.8. Late Bids

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

A.9. Legal Contract

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

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

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

A.10. Pricing

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

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

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

A.11. Manufacturers' Name and Approved Equivalent

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

A.12. Clarification of Solicitation

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

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

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

A.13 NEGOTIATIONS

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

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

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

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

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

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

A.14. Rejection of Bid

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

A.15. Award of Contract

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

A.16. Contract Modification

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

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.18. Invoicing and Payment

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

A.19. Tax Exemption

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

A.20. Audit and Records Clause

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

A.21. Non-Appropriation Clause

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

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

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

A.27. Employment Relationship

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

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

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

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

The contract period of the Master Agreement resulting from this RFP will be for one (1) years from date of award. The contract will also contain options to renew the contract for four (4) additional one (1) year periods upon agreement between the Contractor and the Lead State. All discounts, terms, and conditions will remain the same for the entire contract period including any extension periods.

B.2. Agreement Period

The Agreement Period is for five years. Renewal options shall be at the sole discretion of the State of Oklahoma.

B.3. Type of Contract.

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

B.4. Extension of Contract.

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

B.5. State and Federal Taxes

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

B.6. Contract Preference

This contract is mandatory for State of Oklahoma agencies

B.7. Authorized Users.

The awarded Contractor must provide Aftermarket Automotive Parts to the Lead State, Authorized Users and Participating NASPO States and other participating entities consistent with the requirements set for in this RFP. For the purposes of this proposal Authorized Users are defined as State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts, Universities and Municipalities may avail themselves of the contract and are subject to the same rights and privileges as the Lead State under the terms of this Master Agreement. Any Authorized user agency desiring to participate shall be required to submit to the same responsibilities as does Lead State agencies and has no authority to amend, modify or change any terms and conditions of this contract.

B.8. Ordering

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

B.9. Prompt Payment Discounts.

Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

B.10. 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.11. Proposal Conformity

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

B.12. Availability

The products proposed to meet the requirements of this RFP must be available throughout the duration of the Master Agreement term.

B.13. Travel

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

B.14. 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.15. Clarification of Solicitation

B.15.1. 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.

B.15.2. The State has established certain requirements with respect to Proposals to be submitted by prospective Contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the RFP indicates a requirement or condition which is mandatory

B.15.3. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or an error that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

B.15.4. Suppliers who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Contracting Officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

B.15.5. Modifications will be made by Amendment in writing and posted on the Lead State's website. An awarded Contractor who fails to notify the Lead State of an error in the RFP shall not be entitled to additional compensation or time by reason of the error or its later correction.

B.16. Minor Deficiencies or Minor Informalities

B.16.1. "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

B.16.2. The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

B.17. Electronic Submission

B.17.1. All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.3 of the RFP. Submissions will not be accepted via email or hard copy. This term overrides any terms in Section A requiring submission of hard-copy.

B.18. The Order of Precedence in the Attachment C Special Provisions NASPO ValuePoint Master Agreement Terms and Conditions, shall apply to the executed Participating Addendum.

C. SOLICITATION SPECIFICATIONS

C.1. Definitions

- C.1.1. Addendum or Addenda:** A document used to effect a contract change or modification in one or more provisions of an existing contract.
- C.1.2. Agency:** 1. One of the State's agencies such as the Government Operations Agency or the Health and Human Services Agency. 2. Sometimes used interchangeably with department.
- C.1.3. Amendment:** An addition or deletion to, a material change in, or clarification of, the RFP. Addenda shall be labeled as such and shall be made available to all interested Supplier as set forth in this RFP electronically.
- C.1.4. Award:** A department's acceptance of an offer to provide goods or services by issuance of a contract/order.
- C.1.5. Best Value:** A concept relating to requirements and Contractor selection criteria or other factors for a particular transaction that is established by the Lead State to ensure that its business needs and goals are effectively met and that the Lead State obtains the best value.
- C.1.6. Best value criteria** means evaluation criteria which may include, but is not limited to, the following:
- C.1.6.1.** the acquisition's operational cost a state agency would incur,
 - C.1.6.2.** the quality of the acquisition, or its technical competency,
 - C.1.6.3.** the reliability of the supplier's delivery and implementation schedules,
 - C.1.6.4.** the acquisition's facilitation of data transfer and systems integration,
 - C.1.6.5.** the acquisition's warranties and guarantees and the supplier's return policy,
 - C.1.6.6.** the supplier's financial stability,
 - C.1.6.7.** the acquisition's adherence to the state agency's planning documents and announced strategic program direction,
 - C.1.6.8.** the supplier's industry and program experience and record of successful past performance with acquisitions of similar scope and complexity,
 - C.1.6.9.** the anticipated acceptance by user groups, and the acquisition's use of proven development methodology, and innovative use of current technologies that lead to quality results;
- C.1.7. Bid:** see Proposal
- C.1.8. Bond:** A form of collateral provided by the contractor that assures that funds are available to reimburse the State for damages incurred should the contractor refuse or fail to execute a State contract based on the contractor's proposal
- C.1.9. Close of Business:** 5:00 p.m., Central Standard Time (CST)
- C.1.10. Competition:** 1. Full and open competition: All suppliers are permitted to compete for a contract. Bidders are evaluated on the same fixed criteria. 2. Competitive approach: An acquisition approach where the dollar-value of the transaction guides use of procedures for full and open competition, competition based on fair and reasonable evaluation.
- C.1.11. Contract:** A legally binding obligation or agreement by whatever name known or in whatever format used (including purchase orders), between the State and another entity, public or private, for the provision of goods or services.
- C.1.12. Contractor:** The successful Supplier who enters into a binding agreement pursuant to this RFP. Also referred to as Supplier.
- C.1.13. Download:** Transferring data (usually a file) from another computer to the computer one is using. It is also the opposite of *upload*.
- C.1.14. Lead State:** The State conducting this solicitation and centrally administering any resulting Master Agreement. The State of Oklahoma is the Lead State for this procurement.
- C.1.15. Local Government/Political Subdivision:** a local government is a city, county, school districts, city and county, district, university or other local government body or corporation empowered to expend public funds.
- C.1.16. Master Agreement (MA):** The underlying agreement executed by and between the Lead State and the Contractor(s).
- C.1.17. MSRP:** Manufacturer's Suggested Retail Price.
- C.1.18. Participating Entity:** means a state, or other legal entity, properly authorized to enter into a Participating Addendum.
- C.1.19. Participating State:** A member of NASPO VALUEPOINT who has indicated its intent to participate by signing an Intent to Contract, or who subsequently signs a Participating Addendum where required, or another state authorized by NASPO VALUEPOINT to be a party to the resulting Master Agreement through the execution of a Participating Addendum.
- C.1.20. Product Group:** Automotive Parts Categories offered in response to this RFP. Also may be referred to as commodities and or goods.
- C.1.21. Proposal:** The complete response of the Supplier(s) submittal, including all the required forms, and certifications, setting forth Supplier's prices for the Automotive Parts Categories described in the specifications.
- C.1.22. Purchasing Entity:** means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.
- C.1.23. Remanufactured Items:** The term "remanufactured" as used in this Master Agreement shall mean the part in question will be remanufactured so that all parts shall meet the Original Equipment Manufacturer's (OEM) specifications.
- C.1.24. Request for Proposal (RFP):** The entire solicitation document, including all parts, sections, exhibits, attachments, and any issued Addenda which sets forth requirements and specifications of a contract to be awarded through a competitive procurement process.
- C.1.25. Sourcing Team:** An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to this RFP.
- C.1.26. Supplier:** An individual, sole proprietorship, firm, partnership, corporation, or any other business venture who submits, or has identified their intention to submit, a proposal to the Lead State in response to this RFP.

C.2. INTRODUCTION

This Statement of Work ("Agreement") reflects the products and supplies to be provided by the Contractor hereinafter referred to as the "Contractor," for the State of Oklahoma hereinafter referred to as the "Lead State" for the Aftermarket Automotive Parts Contract. Section G, Technical Requirements shall be incorporated as a part of this Statement of Work along with all attachments and exhibits.

C.3. Introduction and Overview of Requirements

- C.3.1.** The State of Oklahoma, Office of Management and Enterprise Services, Central Purchasing (OMES-CP) is releasing an RFP for Aftermarket Automotive Parts in furtherance of the NASPO VALUEPOINT Cooperative Purchasing Program (NASPO VALUEPOINT). The purpose of this RFP is to establish a Master Agreement(s) with a qualified Supplier(s) to provide Aftermarket Automotive Parts to the State of Oklahoma (the Lead State) and all Participating State(s). A Master Agreement does not guarantee a minimum purchase amount.
- C.3.2.** Suppliers submitting a Proposal for Aftermarket Automotive Parts must propose costs for all categories listed in Attachment A, Cost Workbook. The awarded Contractor(s) are required to provide data collection, reporting, and distribution of Automotive Parts to the Participating State(s) and entities.

C.4. SCOPE

The Contractor will provide the entire portfolio of quality Aftermarket Automotive Parts to Lead State, Participating Entities and local governmental agencies in a timely and efficient manner. The Contractor will be the primary point for, data collection, reporting, and distribution of Aftermarket Automotive Parts to the Lead State. This RFP is being conducted using a discount-off Manufacturer Suggested Retail Price (MSRP) List model, encompassing Aftermarket Automotive Parts for gas, diesel, compressed natural gas (CNG), electric and hybrid vehicles.

C.5. PERIOD OF PERFORMANCE

- C.5.1.** The term of this Agreement is effective for one (1) year from the date of approved contract document with the option to extend four (4) additional one (1) year periods upon approval by the Lead State and no work shall begin until such time.
- C.5.2.** During this period of performance, the Contractor(s) will receive purchase orders from the Lead State and Participating Entities for purchases made via the Aftermarket Automotive Parts Contract.

C.6. CONTRACTOR RESPONSIBILITIES

- C.6.1.** The Contractor will provide a Contract Manager in accordance with section 6.44 that will work with the Lead State's Contract Administrator to fully implement and manage the contract.
- C.6.2.** The Contractor will work closely with subcontractors (if applicable) to fully implement and manage the Aftermarket Automotive Parts Contract.
- C.6.3.** The Contractor shall make available to the Lead State, technically competent personnel to accomplish the tasks and deliverables for the implementation and management of the contract. In addition, the Contractor will have a customer service unit in accordance with Section 6.47 that is dedicated to this contract, to respond to user inquiries.
- C.6.4.** The Contractor must notify the Lead State of Contract Manager change in writing within 10 calendar days of the change.
- C.6.5.** The Contractor shall promptly notify the Lead State Contract Administrator in writing of any unresolved issues or problems that have been outstanding for more than five (5) working days

C.7. STATE RESPONSIBILITIES

- C.7.1.** The Lead State will provide a Contract Administrator that will work with the Contractor's Contract Manager to fully implement and manage the contract.
- C.7.2.** The Lead State Contract Administrator is specified in Section E.4 and is the contact person for issues relating to the Master Agreement.
- C.7.3.** The Lead State Contract Administrator will be responsible for reviewing and approving the following deliverables: Submission and Approval of Aftermarket Automotive Parts Catalog, Section 6.8 and Invoicing, Section 6.34.
- C.7.4.** Purchasing Entities will ensure the Contractor has proper access to the appropriate areas for deliveries for the Aftermarket Automotive Parts Contract.
- C.7.5.** The Lead State will review and approve implementation plan.
- C.7.6.** The Lead State reserves the right to review Contractor's outreach marketing material.

C.8. TASKS

- C.8.1.** The Contractor agrees to perform the required tasks in accordance with the Aftermarket Automotive Parts Master Agreement.
 - C.8.2.** Any exception to the requirements contained in the Contract may only be authorized by the Lead State Contract Administrator or his/her designee through an amendment.
-

C.9. DELIVERABLES

C.9.1. Contractor shall meet all requirements identified in Section G, Administrative/Technical Requirements.

C.10. BILLING INFORMATION

C.10.1. The Contractor shall submit invoices in accordance with Section G.34, Invoicing.

C.11. NASPO ValuePoint Background Information

C.11.1. NASPO ValuePoint (formerly known as WSCA-NASPO) is a cooperative purchasing program of all 50 states, the District of Columbia and the territories of the United States. The Program is facilitated by the NASPO Cooperative Purchasing Organization LLC, a nonprofit subsidiary of the National Association of State Procurement Officials (NASPO), doing business as NASPO ValuePoint. NASPO is a non-profit association dedicated to strengthening the procurement community through education, research, and communication. It is made up of the directors of the central purchasing offices in each of the 50 states, the District of Columbia and the territories of the United States. NASPO ValuePoint facilitates administration of the cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. For more information consult the following websites www.naspovaluepoint.org and www.naspo.org.

C.12. Participating States

C.12.1. In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Master Agreement: Alaska, Arkansas, Hawaii, Montana, Nevada, North Dakota, Rhodes Island, South Dakota, Utah and Vermont). Other entities may become Participating Entities after award of the Master Agreement. State-specific terms and conditions that will govern each state's Participating Addendum are included in Attachments E-Y, or may be incorporated into the Participating Addendum after award.

C.12.2. Contractor shall comply with the Oklahoma Terms and Conditions attached hereto as Attachment D and NASPO ValuePoint Master Agreement Terms and Conditions attached hereto as Attachment C. After Master Agreement award, Participating States and Entities may add individual state terms and conditions when signing Participating Addendum with Contractors.

C.12.3. Political subdivisions and other entities (including cooperatives) authorized by participating state's statutes to use state contracts are subject to the approval of the Participating State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the Participating State Chief Procurement Official. The requirements for participating are explained in Attachment C, NASPO ValuePoint Master Agreement Terms and Conditions.

C.13. Overall Goal

C.13.1. The overall goal when purchasing Aftermarket Automotive Parts is to take advantage of high volume purchasing to leverage the States' buying power and obtain lower cost the Lead State and Participating Entities while procuring quality Aftermarket Automotive parts.

C.13.2. The Lead State of Oklahoma is proposing to establish a Master Agreement with multiple suppliers for the purchase of Aftermarket Automotive and Light/Medium Duty Truck Parts. Selected Supplier(s) will work in cooperation with the Lead State to furnish quality Aftermarket Automotive and Light/Medium Duty Truck Parts in a timely and efficient manner. The selected Supplier(s) will be the primary point of data collection, reporting and distribution of awarded Aftermarket Automotive and Light/Medium Duty Truck Parts to the Lead State and to all Participating NASPO States.

C.14. Products

The scope of this RFP includes the following nineteen (19) categories of Aftermarket Automotive Parts as shown below:

NUMBER	CATEGORY
1	Air Conditioning
2	Alternators and Starters
3	Batteries
4	Bearings, Ball and Roller
5	Belts and Hoses
6	Brakes
7	Electrical and Ignition
8	Emission and Exhaust
9	Engine and Drive Train
10	Filter, Oil, Gas, Air and Transmission
11	Gaskets and Seals
12	Heating and Cooling (Engine)
13	Lamps, Lighting and Mirrors
14	Oils, and Lubricants, Regular and Synthetic
15	Pumps, Fuel and Water
16	Suspension, Shocks, Struts and Steering
17	Wipers/Washers
18	Shop Supplies and Equipment
19	Winter Accessories

C.15. Participating Addendums

- C.15.1. A Participating Addendum must be executed by any Participating Entity that adopts this NASPO VALUEPOINT Master Agreement.
- C.15.2. A Participating Addendum shall be executed for each Contractor by the individual States desiring to use their Master Agreement.
- C.15.3. A Participating Addendum allows for each Participating Entity to add additional terms and conditions that may be unique to their State.
- C.15.4. The Participating Entity and the Contractor shall agree upon any additional terms and conditions prior to the signing and execution of the Participating Addendum. States are not mandated to sign a Participating Addendum with all awarded Contractor.
- C.15.5. If a State does not participate, the State Chief Procurement Official may approve any Participating Entity within its jurisdiction to sign its Participating Addendum with awarded Contractor(s).
- C.15.6. The Order of Precedence in the Attachment C, Special Provisions NASPO VALUEPOINT Master Agreement Terms and Conditions, shall apply to the executed Participating Addendum.

C.16. Current Agreement

The current NASPO ValuePoint Master Agreement was established by RFP 13014-017 led by the State of California and consists of eighteen (18) of the categories as outlined in this RFP. There was one awarded contractor under the California led RFP and was awarded in October 2015. The recently awarded Master Agreement remains part of the NASPO ValuePoint portfolio. This RFP is being released to provide additional coverage of services to Participating Entities for auto parts.

The previous NASPO VALUEPOINT Light Duty Auto Parts Master Agreements (MAs) were established by RFP 57224. The Master Agreements contained nineteen (19) categories and were awarded to multiple Contractors. Historical spend from participating NASPO VALUEPOINT States is listed below. No minimum or maximum level of sales volume is guaranteed or implied.

C.17. Historical Usage Data

The data below represents 2013 annual spend for Auto Parts from participating States using the current MAs.

<u>States:</u>	<u>Alaska</u>	<u>Annual Spend:</u>
		\$682,355
Alabama		\$1,410,848
Arizona		\$7,245
Arkansas		\$337,754
Colorado		\$123,814
Connecticut		\$0.0
Hawaii		\$335,389
Idaho		\$1,486,985
Iowa		\$817,220
Kansas		\$294,803
Minnesota		\$609,181
Mississippi		\$471,712
Missouri		\$1,023,320
Montana		\$737,730
Nevada		\$665,314
North Carolina		\$10,690
North Dakota		\$19,688
Oklahoma		\$3,381,307
Oregon		\$91,276
South Carolina		\$1,851,070
South Dakota		\$0.00
Utah		\$1,565,711
West Virginia		\$356,944
Wisconsin		\$4,229
Total Spend		<u>\$16,384,585.00</u>

D. EVALUATION

D.1. Introduction

D.1.1. This Section describes how the Lead State and the Sourcing Team will evaluate and identify Proposals that meet the RFP's objectives and provide the best value for the Lead State and Participating States. It is the Lead State's intent to conduct a comprehensive, impartial evaluation of all Proposals received. The Lead State and the Sourcing Team will use a pass/fail and weighted score method of selection for responses to the desirable specifications of the Technical proposal and the proposal contained in Attachment A, Pricing proposal. Award of Master Agreement resulting from this RFP may be made to multiple Suppliers in accordance with the method identified within this section

D.2. Evaluation Team

D.2.1. A multi-state Sourcing Team will be responsible for the review and evaluation of Proposal in accordance with the process described in the RFP. The Lead State may engage additional qualified individuals during the process to assist the Evaluation Team in understanding technical, financial, legal, contractual, or program matters.

D.2.2. Supplier Responsibility (M)

D.2.3. Prior to award of the Master Agreement, the Lead State must be assured that the Supplier(s) selected has all of the resources to successfully perform under the Master Agreement. If, during the evaluation process, the Evaluation Team is unable to assure itself of the Supplier's ability to perform under the contract, the Lead State has the option of requesting from the Supplier any information necessary to determine the Supplier's responsibility. If such information is required, the Supplier will be notified and will be permitted five (5) working days to submit the information requested.

D.2.4. The Supplier agrees to provide the Lead State with sufficient information to allow the Lead State to confirm the Supplier's ability to perform successfully under the Master Agreement if requested.

D.2.5. The Lead state reserves the right to make an award from solicitation as submitted and without oral presentations or discussions. Therefore, suppliers are encouraged to make their most advantageous and competitive offer in their original solicitation response.

D.3. An evaluation team will conduct evaluation of response and prices received in response to this solicitation and score according to these criteria:

D.3.1. Technical Proposal

D.3.2. Past Experience and Performance

D.3.3. Price and Cost, Pricing Proposal, Attachment A

D.3.4. Number of Retail establishments

D.4. Overview of Evaluation Process

D.4.1. 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. The evaluation, selection and award of a Contractor will be based on the information submitted in the proposal. Additionally, references, attachments and any required documentation will be considered in the evaluation process and part of the eventual award.

D.4.2. Evaluations will be conducted as follows:

D.4.2.1. Evaluate each Proposal in detail to determine compliance to the RFP requirements. The Lead State reserves the right to determine if the Supplier's response to a requirement, as detailed in their description and/or supporting documentation, supports or contradicts the Supplier's claim of intended compliance.

D.4.2.2. During the evaluation of the Proposal, the Evaluation Team may request from the Supplier clarification of any area of the Proposal determined to be unclear. However, this request for clarification will not be an opportunity for the Supplier to change their Proposal.

D.4.2.3. Proposal to determine if a Supplier's Proposal is responsive and responsible to all mandatory (pass/fail) requirements in Section G.1, Administrative Requirements.

D.4.2.4. Evaluate each Proposal to determine if a Supplier's Proposal is responsive and responsible to mandatory (pass/fail) requirements in Section G.2, Technical Requirements.

D.4.2.5. Determine the Technical Requirements Score for each Supplier's Proposal compliant with Steps 1 and 2 above.

D.4.2.6. Determine the Cost Score for each Supplier's Proposal.

D.4.2.7. The Evaluation Team will evaluate and score the responses in each Proposal to determine the Total Score for each Supplier's Proposal by aggregating the Technical Requirements Score and Cost Score for each Proposal.

E. INSTRUCTIONS TO BIDDER

E.1. Overview of the RFP

- E.1.1.** The OMES-CP is issuing a two phase RFP. Phase 1 will evaluate and score the administrative and technical compliance of responsive and responsible Suppliers. Phase 2 will evaluate and score cost. After the RFP responses have been received and evaluated by the Lead State's Evaluation Team, the Lead State reserves the right to award Master Agreement(s) to the responsive and responsible Suppliers meeting the technical, administrative and cost requirements.
- E.1.2.** Proposals must be complete in all respects as required by the RFP. A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Proposal may be rejected if any such defect or irregularity constitutes a material deviation from the solicitation document requirements.

E.2. The Supplier must take the responsibility to:

- E.2.1.** Carefully read the entire RFP;
- E.2.2.** Seek clarification by asking questions in a timely manner;
- E.2.3.** Submit all required responses, completed to the best of Supplier's ability and submitted, by the required dates and times;
- E.2.4.** Carefully re-read the entire RFP before submitting a Proposal.

E.3. Pre-Proposal Conference/Webinar

- E.3.1.** A Pre-Proposal Conference providing an overview of the content of the RFP and the procurement process will be held via a webinar. The time, date and location of the Supplier Conference are included in Section E-5, Key Action Dates.
- E.3.2.** Interested suppliers (whether attending in person or attending by teleconference) are to RSVP no later than Tuesday, February 9, 2016 by 5:00 p.m. Central Time. RSVP's are to be emailed to: Theresa.johnson@omes.ok.gov. Phone number and web addresses will be emailed February 10, 2016 to suppliers that have emailed interest.
- E.3.3.** The Lead State may accept written or oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided via a written question and answer set. Oral answers shall not be binding on the Lead State.

Please Note: Although attendance is not mandatory, it is strongly suggested all potential Suppliers attend.

E.4. Procurement Official

The State of Oklahoma is the Lead State for this solicitation. The Procurement Official

Theresa Johnson, Central Purchasing
Office of Management and Enterprise Services
5005 N. Lincoln Blvd., Suite 200
Oklahoma City, Oklahoma 73105
Telephone: (405) 521-2289
Facsimile: (405) 522-1077
E-mail: theresa.johnson@omes.ok.gov

All inquiries, questions, and proposal submittals must be directed to the Procurement Official, unless otherwise instructed by an addendum.

E.5. Key Action Dates

Listed below are the important dates and times related to this RFP. If the Lead State finds it necessary to change any of these dates before the Proposal submission, it will be accomplished by an addendum. All dates after the Proposal submission deadlines are approximate and may be adjusted as conditions indicate without addendum to the RFP.

No.	Event/Action	Action Date	Time
1)	RFP Release	2/3/2016	
2)	RSVP Deadline for Pre-Proposal/Webinar	2/9/2016	5:00 p.m. CST
3)	Last day to submit question for clarification of RFP for Pre-Proposal Conference/Webinar	2/10/2016	3:00 p.m. CST
4)	Pre-Proposal Conference/Webinar	2/11/2016	11:00 a.m. CST
5)	Last day to submit final questions for clarification of RFP prior to submittal of Proposals	2/24/2016	5:00 p.m. CST
6)	Response Due Date	3/16/2016	3:00 p.m. CST
7)	Notice of Intent to Award	TBD	
8)	Contract Award	TBD	
9)	Start Date of Agreement	TBD	

E.6. Proposal Format

- E.6.1.** These instructions describe the mandatory Proposal format and the approach for the development and presentation of the Proposal. Proposals must be submitted in the format described in this section. Failure to do so may result in rejection of the Proposal.
- E.6.2.** The Proposal must contain all the material requested and address all requirements identified in the RFP.
- E.6.3.** Each Supplier is responsible for providing sufficient information and documentation for their Proposal to be thoroughly evaluated. Additional information deemed appropriate by the Supplier should be included. However, material in the Proposal which conflicts with the RFP requirements may be cause for rejection.
- E.6.4.** It is the Supplier's responsibility to ensure their Proposal is submitted in a manner that enables the Evaluation Team to easily locate response descriptions and exhibits for each requirement of this RFP.

E.7. Proposal Copies

- E.7.1.** The pages in the Supplier's RFP response must be standard 8.5" x 11" paper. Larger paper is permissible for charts, diagrams, spreadsheets, etc. Font size should be no smaller than 10 fonts. Pages should be placed within a binder with tabs delineating each section.
- E.7.2.** The following should be shown on each page of the RFP response:
 - E.7.2.1.** Name of Supplier
 - E.7.2.2.** RFP 090006747
 - E.7.2.3.** Page Number
 - E.7.2.4.** Figures, tables, charts, etc., should be assigned index numbers and should be referenced by these numbers in the RFP text and in the RFP response Table of Contents. Figures, tables, charts, etc. should be placed as close to text references as possible.
 - E.7.2.5.** Supplier should submit 1 master copy and two (2) CDs or DVDs containing an electronic copy of the proposal which must be clearly marked with the Supplier's name, solicitation number and date of solicitation closing. This term overrides any terms in Section A requiring submission of hard-copy. The Proposal must be submitted in the number of copies indicated. Note: One complete set of all required volumes shall be clearly marked "Master Copy".
 - E.7.2.6.** All electronic documents must be in one of the following software formats:
 - E.7.2.6.1.** MS Word (.doc or .docx), MS Excel (.xls or .xlsx), or Adobe PDF (.pdf)
 - E.7.2.6.2.** Graphic samples must be in tif, gif, jpeg or pdf

E.8. Preparation

- E.8.1.** 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.8.2.** Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP document. Images, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP document instructions, responsiveness to the RFP document requirements, and on completeness and clarity of content.

E.9. Proposal Development Cost

- E.9.1.** Costs for developing Proposals are the sole responsibility of the Supplier and shall not be chargeable to the Lead State.

E.10. Proposal Content

- E.10.1.** Examination of Work

The Supplier should carefully examine the entire RFP document and any Addenda thereto, and all related materials and data referenced in the RFP document or otherwise available to the Supplier.
- E.10.2.** Response to Administrative Requirements (RFP Section G)
 - E.10.2.1.** This section must contain all responses to the Administrative and Technical requirements of the RFP. All applicable forms, except cost data, must be completed and included in this volume. This volume must contain a Table of Contents which identifies the major parts of the RFP response, including forms and exhibits.
 - E.10.2.2.** All of the requirements described in this section must be satisfied by the Suppliers. Suppliers must indicate their willingness and ability to satisfy these requirements.
 - E.10.2.3.** Responses to the requirements in this section must be documented on Section G, Administrative Requirements Response and included in Proposal, Section 1 (Refer to Section E Proposal Format). The Proposal must include the required Proposal items cross-referenced by the Administrative Requirement number. It may also include any appropriate exhibits to illustrate responsiveness. These exhibits must be clearly labeled and cross-referenced to the Proposal narrative by Administrative Requirement number.

E.10.2.4. Note: Cost information shall not be included in this volume. Supplier must put “XXX” in place of all cost figures and percentages related to costs.

E.10.2.5. The supplier’s response must contain all required and/or applicable forms included in this Section.

E.11. Response to Technical Requirements (RFP Section G)

E.11.1. This section must contain the Supplier’s completed Section G, Technical Requirements, in its entirety.

E.11.2. This section must also contain all narrative responses to each requirement identified in RFP Section G, Technical Requirements and must also include applicable literature necessary to support the response. References may include brochures, specification information, etc. Substantive technical information should be highlighted on the literature page. Mark the applicable pages (i.e. circling, underlining, bracketing, or using a highlight marker that will still show when reproduced, etc.) and list the corresponding Technical Requirement number in the margin.

E.11.3. Failure to respond to all mandatory requirements may be cause for rejection of the Proposal. The Lead State reserves the right to determine if the Supplier’s response to a requirement, as detailed in their description and/or supporting documentation, supports or contradicts the Supplier’s claim of intended compliance.

E.11.4. The supplier’s response must contain all required and/or applicable forms included in this Section.

E.11.5. Reminder: No cost information should be contained in these sections. Supplier must put “XXX” in place of all cost figures and percentages related to costs. Any product supporting literature containing prices or rates (such as catalogs, maintenance service rates, etc.) submitted as part of the RFP must have price figures replaced with “XXX.”

E.12. Cost Data

E.12.1. This section must be in a submitted separately in a sealed envelope or container, clearly marked “Cost Data” and contain the completed Cost Workbook, Attachment A, identifying cost, and any other document(s) with cost data. The Cost Worksheet must contain the required items.

E.13. Questions Regarding the RFP

E.13.1. Suppliers may submit written questions OR REQUESTS FOR CLARIFICATION concerning this RFP to the Procurement Official no later than the date and time specified in this RFP. The questions must be emailed to the Procurement Official named in the RFP. Oral explanations or instructions given before bid opening will not be binding. The questions will be reviewed and consolidated by the Procurement Officer and the prepared written answers will be posted to the OMES Website via an Amendment. All questions must be submitted in the format of this RFP, including reference to the section number. 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 offers or if the lack of it would be prejudicial to other suppliers.

E.14. Prompt Payment Discounts

E.14.1. Discounts offered by Suppliers for the prompt payment of invoices will not be considered in evaluating offers for award purposes; however, all offered discounts will be taken if the payment is made within the discount period, even though not considered in the evaluation of offers.

E.15. Catalog Submission

E.15.1. Supplier shall provide a link to the commercially available catalog described in requirement 6.8

E.16. Designation of Requirements

E.16.1. The requirements specified in this RFP Section are classified as either “Mandatory” or “Non- Mandatory”.

F. EXHIBITS

- F.1.1.** Exhibit 6.1 – Front Pages:
 - F.1.1.1.** Form CP-076 - Responding Bidder Information
 - F.1.1.2.** Form CP-004 – Certification for Competitive Bid and/or Contract
 - F.1.2.** Exhibit 6.2 - Customer Reference Form
 - F.1.3.** Exhibit 6.3 - Subcontractor Declaration
 - F.1.4.** Exhibit 6.4 - Contractor Ordering Information
 - F.1.5.** Exhibit 6.5 - Contractor Ordering Information-Emergency
 - F.1.6.** Exhibit 6.6 - Usage Report Template
 - F.1.7.** Exhibit 6.7 – Contractor Contract Manager Information
 - F.1.8.** Exhibit 6.4 - Contractor Ordering Information
 - F.1.9.** Exhibit 6.5 - Contractor Ordering Information-Emergency
 - F.1.10.** Exhibit 6.6 - Usage Report Template
 - F.1.11.** Exhibit 6.7 – Contractor Contract Manager Information
-



**RESPONDING BIDDER
INFORMATION**

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

1. **RE: Solicitation #** 09000006747

2. Bidder General Information:

FEI / SSN : _____ VEN ID: _____
Company Name: _____

3. Bidder Contact Information:

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

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

6. Workers' Compensation Insurance Coverage:

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

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

Authorized Signature Date

Printed Name Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

¹For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



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

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

Solicitation or Purchase Order #: 09000006747

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

CUSTOMER REFERENCE FORM – Exhibit 6.2

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> Mandatory if score is either 1 or 5	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:** _____

SUBCONTRACTOR DECLARATION – Exhibit 6.3

Instructions: This form must be completed if subcontractors are proposed. Proposer must complete one (1) Worksheet for each subcontractor in accordance with Section F – Administrative Requirements

RFP NUMBER:	RFP# 09000006747
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BIDDER NAME:	
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1) Enter subcontractor's Legal Business Name
2) Enter subcontractor's Legal Address (Address, City, State, Zip and Country (if not in U.S.A))
3) Enter Classifications subcontractor will provide for the Master Agreement

CONTRACTOR ORDERING INFORMATION

ORDER INFORMATION (Standard):

Proposers must provide business email address, facsimile and address location to which agency orders will be sent below:

Company Name: _____

Address: _____

City, State & Zip Code: _____

Toll Free Phone Number: _____

Toll Free Fax Number: _____

Email: _____

Contact Name: _____

ORDERING CONTACT-EMERGENCY

Proposers must provide emergency order contact information for orders placed during a declared emergency by the Lead State or Participating Entities.

Company Name: _____

Address: _____

City, State & Zip Code: _____

Toll Free Phone Number: _____

Toll Free Fax Number: _____

Email: _____

Contact Name: _____

NASPO VALUEPOINT Usage Report Template, Data Elements
Exhibit 6.6

RFP# 09000006747

Contract Number: Contractor: Reporting Period: Report Value: Administrative Fee:

Note: Report all invoiced purchases against contract.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7	Column 8	Column 9	Column 10	Column 11	Column 12	
Ordering Agency Name	State/Local Spend	Invoice Number	Purchase Order Number	Purchase Order Date	Contract Line Item Number	Contract Line Item Group ID	UNSPSC Code (Version 11)	Manufacturer (OEM)	Manufacturer Part Number (OEM #)	SKU # / Item #	Item Description	
Description	This is the Department or Local Government Name that best represents the purchasing entity.	Identifies if ordering agency is a State or Local entity.	Identifies the supplier's unique invoice number associated with line item purchased.	Identifies the ordering department's unique purchase order number associated with line item purchased.	The date the agency placed the order.	This identifier uniquely categorizes each line item (commodity/service) to its respective contractual price. This identifier should match the identifier provided in the contract.	This identifier uniquely categorizes each line item (commodity/service) to its respective contractual discount. This identifier should match the identifier provided in the contract.	The United Nations Standard Products and Services Code. It's a global multi-sector standard for efficient, accurate classification of products and services. This field should document the appropriate UNSPSC Code for each line item. Website for codes: http://www.unspsc.org/Search.asp	Identifies the manufacturer's name for the line item.	Identifies manufacturer's unique identifier for the line item.	Identifies supplier's unique identifier for the line item.	Informational the commodity being purchased. Description should show the consistent specification level.
Format	Variable Character	Variable Character	Variable Character	Variable Character	Date	Variable Character	Variable Character	Number	Variable Character	Variable Character	Variable Character	Variable Character
Example	Department of General Services	State	2345879	2832820	6/30/2008	1	A	43211503	HP	PT-674344457	4576543245-JH/4567C	HP Compaq 8 Notebook PC

CONTRACTOR CONTRACT MANAGER INFORMATION

Proposers must provide the contact information for the Contractor Contract Manager below:

Company Name: _____

Contract Name: _____

Address: _____

City, State & Zip Code: _____

Telephone Number: _____

Facsimile Number: _____

Email: _____

G. ADMINISTRATIVE/TECHNICAL REQUIREMENTS

G.1. ADMINISTRATIVE REQUIREMENTS RESPONSE

Introduction

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

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

Responses to Technical and Business Requirements

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

Suppliers must complete Sections G as follows:

- G.1.1.** Read the detail regarding each proposal item and its requirements. Do not depend on the brief summary title given to the Administrative Requirement description on this exhibit.
- G.1.2.** Indicate whether the Proposal meets the individual requirement by marking in either the "Yes" or "No" column.
- G.1.3.** Initial next to the corresponding requirement. The designated individual must initial to the right of each item indicating the Bidder's intention to meet the requirement.
- G.1.4.** Identify the specific page number in the Supplier's Proposal where the requirement is addressed. Provide any additional exhibits as appropriate to illustrate responsiveness.
- G.1.5.** The requirements specified in this RFP Section are classified as "Mandatory" and "Non- Mandatory Scored".

Mandatory Requirement (M)

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

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

Non-Mandatory Scored (NMS) Requirements:

Some requirements are identified as non-mandatory scored (NMS). Contractors are not required to comply with these requirements in order to be compliant with the RFP requirements. However, if a Supplier offers any of the non-mandatory scored requirements, the Supplier must meet the minimum requirements as stated in this section in order to receive evaluation points as described in Section D, Evaluation.

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

Customer References (M)

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

Customer references shall be provided on Exhibit 6.2, 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.

Customers must fully complete the Exhibit 6.2, Customer Reference Form, and return directly to the Supplier. The Supplier must then submit the completed exhibit with the Proposal as specified in Section E, Proposal Format.

Each contract reference shall:

- a. Be valued at \$1,000,000.00, at a minimum;
- b. Be for work performed within the last five (5) years;
- c. Be related to providing aftermarket auto parts to multiple locations

Failure to submit three (3) completed customer references, meeting the requirements above, will result in the Proposal being considered non-responsive. Customer References will be contacted to verify provided reference scores.

Subcontractors (M)

Suppliers may use Subcontractor(s) to provide a portion of work resulting from contract award under this solicitation. The contractors shall be completely responsible for the satisfactory performance of all subcontractors services performed and items furnished including adherence to the terms and conditions of this contract.

Subcontractor information shall be provided on Exhibit 6.3, Subcontractor Declaration.

The following must be completed if subcontractor(s) are proposed:

Enter subcontractor's Legal Business name

Enter subcontractor's Legal Address (Address, City, State, Zip and Country is not U.S.A.

Enter Classifications subcontractor will provide for the Master Agreement.

G.2. TECHNICAL REQUIREMENTS RESPONSE

Introduction

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

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

Responses to Technical and Business Requirements

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

Suppliers must complete Sections G as follows:

- G.2.1.** Read the detail regarding each proposal item and its requirements. Do not depend on the brief summary title given to the Administrative Requirement description on this exhibit.
- G.2.2.** Indicate whether the Proposal meets the individual requirement by marking in either the "Yes" or "No" column.
- G.2.3.** Initial next to the corresponding requirement. The designated individual must initial to the right of each item indicating the Bidder's intention to meet the requirement.
- G.2.4.** Identify the specific page number in the Supplier's Proposal where the requirement is addressed. Provide any additional exhibits as appropriate to illustrate responsiveness.
- G.2.5.** The requirements specified in this RFP Section are classified as "Mandatory" and "Non- Mandatory Scored".

Mandatory Requirement (M)

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

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

Non-Mandatory Scored (NMS) Requirements:

Some requirements are identified as non-mandatory scored (NMS). Contractors are not required to comply with these requirements in order to be compliant with the RFP requirements. However, if a Supplier offers any of the non-mandatory scored requirements, the Supplier must meet the minimum requirements as stated in this section in order to receive evaluation points as described in Section D Evaluation.

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

Section G – Administrative Requirements Worksheet

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

Section G – Technical Requirements Worksheet

Requirement #	Requirement Description	Type	Meets Yes No	Confirm Initials
Exhibit 6.4	Contractor Ordering Information			
Exhibit 6.5	Contractor ordering Information-Emergency			
Exhibit 6.6	Usage Report Template			
Exhibit 6.7	Contractor Contract Manager Information			
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number
6.8	<p>Aftermarket Automotive Parts Catalog</p> <p>The contractor must provide a published commercially available catalog defined as a manufacturer's suggested retail price (MSRP) list, schedule, or other forms that:</p> <ul style="list-style-type: none"> Is regularly maintained by a manufacturer or contractor and; Is either published or otherwise available for inspection by customers, and/or the general public. <p>The published commercially available catalog shall include, at a minimum:</p> <ul style="list-style-type: none"> The contractor's stock keeping number (SKU) A complete and accurate description of the item The unit of measure (UOM) The quantity in the unit of measure (QUOM) List Price/MSRP 	M		
PRICING				
6.9.	<p>Availability</p> <p>The Contractor shall not have any catalog viewing restrictions for State departments, Local Government agencies and other Participating Entities trying to access the electronic catalogs.</p>	M		
6.10.	<p>Product Substitution</p> <p>Unless specifically requested by Purchaser, no product substitutions will be allowed.</p>	M		
6.11.	<p>Core Exchange/Charges</p> <p>All parts supplied which require core exchange shall be monitored by the Contractor to ensure proper cores are returned to the Proposer. Core credit is to be issued the same day as received. Any core that is not</p>	M		

	usable or not returned shall be billed at the core price listed in the manufacturer's price sheet for that particular part.			
6.13.	<p>Price Adjustments</p> <p>A decrease in the level of categories discount shall not be considered during the entire term of the Master Agreement nor for any subsequent Master Agreement extension. However, an increase in the level of categories discount may be considered at any time during the term of the Master Agreement and during each subsequent Master Agreement extension.</p>	M		
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number
RETAIL SALES ESTABLISHMENTS				
6.15.	<p>Retail Sales Establishments</p> <p>Retail Sales Establishments are defined as any facilities that the Contractor uses on a regular basis to warehouse and/or sell merchandise, and at which the Contractor conducts regular business transactions at either the retail or wholesale level. Contractor facility should provide:</p> <ol style="list-style-type: none"> 1. Walk-In and will-call order system during regular work hours. 2. Provide customer service associate to support walk-in and will-call order system. 3. Provide itemized sales receipts for all walk-in and will-call transactions. 4. Availability of delivery. 5. Acceptance of State P-Card. <p>These facilities shall be operated in accordance with State Law and comply with all zoning requirements as implemented by local, county or State governments.</p> <p>Examples of unacceptable retail sales establishments include houses, garages, or storage rental facilities.</p> <p>Contractor shall provide a list of authorized retail sales establishment to be used on this contract within 15 days after contract award.</p> <p>The list shall be provided on Exhibit 6.3, Authorized Retail Sales Establishment.</p> <p>Contractor shall update the retail sales establishment list annually after contract award.</p> <p>If Contractor is offering Retail Sales Establishments, Contractor shall ensure State agencies, Local Government agencies and other Participating Entities will receive contract pricing when purchasing contract item through Retail Sales Establishments.</p>	M		
ORDERING				
6.16.	<p>Ordering</p> <p>The Contractor shall accept orders from any of the State agencies, Local Governmental agencies and Participating Entities.</p>	M		
6.17.	<p>Purchase Execution</p> <p>State agencies will submit orders on a Purchase Order via one of the ordering methods as specified in Section G.19, Ordering Methods. Local Government agencies and other Participating Entities may use their own approved Purchase Order document.</p> <p>Contractor shall not accept purchase documents from State agencies, Local Government agencies and Participating Entities containing non-contract items.</p>	M		
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number
6.18.	Minimum Order	M		

	There is no minimum order on this contract.			
6.19.	<p>Ordering Methods</p> <p>Contractor shall accept, the following ordering methods:</p> <ul style="list-style-type: none"> • Telephone • Electronic (email) • Facsimile • US Mail • Over-the-counter/walk-in • Online (internet) <p>Phone Orders</p> <p>Contractor(s) will accept orders via telephone as parts of this contract. A toll-free telephone number to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Telephone orders must be accepted between the hours of 7:00 AM and 7:00 PM, Monday through Saturday, in the time zone the order is placed.</p> <p>Bidder shall provide a toll-free telephone number for orders on Exhibit 6.4 Contractor Ordering Information.</p> <p>Electronic (email) Orders</p> <p>Contractor(s) will accept orders via email as part of this contract. An email address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract.</p> <p>Bidder shall provide email address for order on Exhibit 6.4. Contractor Ordering Information</p> <p>Facsimile Orders</p> <p>Contractor(s) will accept order via facsimile as part of this contract. A toll-free facsimile number to be used by ordering agencies placing orders is to be in place before the commencement of this contract. Facsimile orders must be accepted between the hours of 7:00 AM and 7:00 PM, Monday through Saturday, in the time zone the order is placed.</p> <p>Bidder shall provide toll-free facsimile number for orders on Exhibit 6.4, Contractor Ordering Information.</p> <p>Internet/Web Orders</p> <p>Contractor(s) will accept orders via internet/web as part of this contract. Web address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Internet/web access must be 24 hours but orders must be accepted by the contractor between the hours of 7:00 AM and 7:00 PM, Monday through Saturday, in the time zone the order is placed.</p> <p>Bidder shall provide internet/web address for orders on Exhibit 6.4, Contractor Ordering Information.</p>	M		
	<p>U.S Mail Orders</p> <p>Contractor(s) will accept orders via U.S. Mail as part of this contract. Contractor must have the capability to received orders by mail in place before the commencement of this contract. 6.4., Contractor Ordering Information.</p> <p>Emergency Orders</p> <p>Contractor(s) must provide toll-free, after hours, telephone number(s) and contact name(s) for placing emergency orders. Emergency orders must be accepted 24 hours a day, seven (7) days a week. Phone number must be</p>			

	provided to the State Contract Administrator within 30 days of contract award.			
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number
6.20.	<p>Ordering Contact</p> <p>Contractor shall provide the following ordering information to be used by ordering agencies on Exhibit 6.4, Contractor Ordering Information:</p> <ul style="list-style-type: none"> Email address Toll free phone number Toll free fax number Mailing address 	M		
6.21.	<p>Ordering Contact - Emergency</p> <p>Contractor shall provide ordering information in the event of declared emergency. The following ordering information shall be provided on Exhibit 6.5, Ordering Contact - Emergency:</p> <ul style="list-style-type: none"> Email address Toll free phone number Toll free fax number Mailing address 	M		
6.22.	<p>Order Acknowledgement</p> <p>Contractor must provide the ordering agencies with an order receipt acknowledgment via email or facsimile within twenty-four (24) hours after receipt of an order. The acknowledgement will include:</p> <ul style="list-style-type: none"> Purchasing Entity Name Purchase Order Number Description of goods and/or related products purchased Total Cost Delivery Date Identification of any Out of Stock Items <p>During the life of the Master Agreement, the Contactor shall work with the Lead State to provide any other future changes the Lead State may deem necessary.</p>	M		
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number
6.23.	<p>Out-of-Stock Remedy</p> <p>Upon receipt of order acknowledgment identifying out of stock items, the ordering agencies shall have the following options:</p> <ul style="list-style-type: none"> Request back order Cancel the item from the order. <p>Under no circumstances is the Contractor permitted to make unauthorized substitutions or cancellations, without the authorization of the Purchasing Entity.</p>	M		
6.24.	<p>Re-Manufactured Parts</p> <p>Contractor may provide remanufactured parts when new parts are not available and with authorization of the Purchasing Entity. Used, previously installed or shop worn parts shall not be accepted.</p>	M		
DELIVERY				
6.25.	Delivery Locations	M		

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

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

INVOICING/PAYMENT				
6.34.	<p>Invoicing</p> <p>The Contractor's invoice must identify, at a minimum, the information listed below:</p> <ol style="list-style-type: none"> Leveraged Procurement Number (Lead State's Contract Number) Agency Order Number (Purchase Order Number) Agency Billing Code Purchasing Entity Name Delivery address of the order Product(s) description Manufacturer's product(s) number(s) Quantities of merchandise issued Price(s) per unit(s) and extended price Date ordered Date delivered Listing of returns or back ordered items Discounts (i.e. Cash Discounts, Prompt Payment Discounts, volume Discounts, etc.) If applicable, discounts shall be clearly indicated on each invoice as a written statement. (Sample: "Prompt Payment discount: 1% 20 Days"). Totals for each order. Each invoice shall have a total for all orders, a total for all credits, and amount due from each agency. Any other mutually agreed upon requirements the State may later deem necessary. <p>Within 15 days from contract award, the Contractor must submit a preliminary copy of their invoice to the Lead State Procurement Officer for approval. The Lead State shall review and determine acceptability of the invoice and the authorized copy shall become the standard for this Master Agreement.</p> <p>Other Participating Entities may have their own invoicing requirements.</p>	M		
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number
6.36	<p>State of Oklahoma/P Card</p> <p>For the Lead State, Acceptance of the State of Oklahoma Purchase Card (P-Card) requires that no charges be posted to the P-Card prior to the shipping of goods. Only the total of goods shipped may be charged to the P-Card upon Shipping. All back-ordered goods cannot be charged until received by the supplier and shipped to the State of Oklahoma end user. Upon shipment, an itemized invoice must be emailed to the order requestor within 2 business days of the charge.</p> <p>Other Participating Entities may have their own Purchase Card Type programs. For those Participating Entities, their individual Purchase Card rules apply.</p>			
6.37.	<p>Contract Usage Report</p> <p>The Lead State will provide Contractor with a template of the electronic Contract Usage Report. The Contractor shall submit the contract usage report to the Lead State Contract Administrator on a quarterly basis. The report shall detail all invoiced purchases against the contract during the specified reporting period. Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, Universities and Municipalities. The report is due even when there is no activity, within 45 calendar days.</p> <p>The Contract Usage Report shall be provided in the format specified and include the data elements identified in Attachment E, Contract Usage Report Template.</p>	M		

	<p>The Contract Usage Report shall be provided to the Lead State Contract Administrator in Excel Spreadsheet via email to strategic.sourcing@omes.ok.gov. Taxes must not be included in the report. The Contract Usage Report shall be submitted on a quarterly basis as follows:</p> <table border="1" data-bbox="264 317 857 449"> <thead> <tr> <th>Reporting Quarter</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td>Jul 1 to Sept 30</td> <td>Nov 15</td> </tr> <tr> <td>Oct 1 to Dec 31</td> <td>Feb 15</td> </tr> <tr> <td>Jan 1 to Mar 31</td> <td>May 15</td> </tr> <tr> <td>Apr 1 to Jun 30</td> <td>Aug 15</td> </tr> </tbody> </table> <p>Failure to meet reporting requirements and submit the report on a timely basis shall constitute grounds for suspension of the Contractor Master Agreement.</p> <p>Addendum for term renewals may be approved only if all quarterly reports have been submitted to the Lead State within the time frame identified.</p>	Reporting Quarter	Due Date	Jul 1 to Sept 30	Nov 15	Oct 1 to Dec 31	Feb 15	Jan 1 to Mar 31	May 15	Apr 1 to Jun 30	Aug 15			
Reporting Quarter	Due Date													
Jul 1 to Sept 30	Nov 15													
Oct 1 to Dec 31	Feb 15													
Jan 1 to Mar 31	May 15													
Apr 1 to Jun 30	Aug 15													
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number										
6.38.	<p>NASPO ValuePoint Summary and Detail Usage Reports</p> <p>In addition to Lead State reports required by this solicitation, the Contractor shall submit quarterly sales reports directly to NASPO ValuePoint as set forth in the Special Provisions Attachment C.</p>	M												
6.40.	<p>Ad Hoc Reporting</p> <p>The Contractor shall have the ability to provide ad hoc reports at no cost to the Lead State. The Contractor shall permit and provide access to all data that pertains to any procurement action taken by a Purchasing Entity as a whole. The Lead State or Purchasing Entity may make copies of procurement data in any form and the use of such data shall not be restricted.</p> <p>Dependent on future reporting requirements, the Lead State may ask that certain reports become standard and delivered to the Lead State on a monthly or quarterly basis.</p>	M												
IMPLEMENTATION														
6.41.	<p>Contractor Responsibility (M)</p> <p>The Lead State requires Master Agreement(s) resulting from RFP 0900006747 be issued to a prime Contractor who shall be responsible for successful contract performance of the Master Agreement. The prime Contractor shall be responsible for successful performance of any and all of their subcontractors.</p> <p>The Contractor agrees to comply with requirements under the Master Agreement, even if requirements are delegated to subcontractors. All Lead State policies, guidelines, and requirements apply to subcontractors. The prime Contractor and subcontractor shall not in any way represent themselves in the name of the Lead State without prior written approval.</p>	M												
6.42.	<p>Proposed Implementation Plan</p> <p>Contractor will be required to provide an Implementation Plan approach for this project within 15 days after award. Contract requirements and timelines for implementation must be included.</p>	M												

	<p>The Implementation Plan shall address and provide timelines for implementation of all contract and RFP requirements. It shall provide a full description of:</p> <ul style="list-style-type: none"> • Contractor's quality assurance program which will affect service and delivery. • A tentative schedule for modifying the Contractor's system to add each Participating Entity to the contract. • The method proposed and escalation process to ensure Contractor's ability to effectively handle implementation problems (e.g., adding extra staff during the implementation periods, Contractor's staff training, State staff training.) 			
Requirement #	Requirement Description	Type	Meets Yes No	Proposal Number
CONTRACT MANAGEMENT				
6.43.	<p>State Contract Administrator</p> <p>The Lead State Contract Administrator is specified in Section C.2 and is the contact person for issues relating to the Master Agreement.</p> <p>Any exception to the requirements contained in the Contract may only be authorized by the Lead State Contract Administrator or his/her designee through an amendment.</p>	M		
6.44.	<p>Contractor Contract Manager</p> <p>The Contractor will assign a National Account Manager contact person for Contract management purposes. The Contract Manager is to be identified in Exhibit 6.6, Contractor Contract Manager Information. The Contractor Contract Manager must be authorized to make decisions on behalf of the Contractor.</p>	M		
6.45.	<p>Changes in Contract Manager</p> <p>The Contractor must notify the Lead State of Contract Manager change in writing within 10 calendar days of the change.</p>	M		
6.46.	<p>Contractor Name Change</p> <p>An addendum is required to change the Contractor's name as listed on this agreement. Contractor agrees to notify the Lead State of any name change. Upon receipt of legal documentation of the name change the Lead State will process the addendum. Payment of invoices presented with a new name cannot be paid prior to approval of said addendum.</p>	M		
6.47.	<p>Customer Service</p> <p>Contractor will have a customer service unit that is dedicated to this Contract. The customer service unit shall be staffed with individuals that are trained in the requirements of this Contract and have the authority to take administrative action to correct problems that may occur.</p> <p>The Contractor(s) shall respond to customer inquiries within one (1) business day of initial contact.</p>	M		
6.48.	<p>Lead State Administrative Fee</p> <p>Contractor shall remit a quarterly Lead State administrative fee of one percent (0.01) of all goods purchased by the State of Oklahoma for each reporting quarter. Prices submitted shall not reflect the Oklahoma administrative fee. The administrative fee is specific to Oklahoma only. This fee will be due to the Lead State on the 45th day following the ending of the specified reporting period.</p>	M		

	<u>Reporting Quarter</u>	<u>Due Date</u>			
	Jul 1 to Sept 30	Nov 15			
	Oct 1 to Dec 31	Feb 15			
	Jan 1 to Mar 31	May 15			
	Apr 1 to Jun 30	Aug 15			
Requirement #	Requirement Description		Type	Meets Yes No	Proposal Number
6.49.	<p>NASPO ValuePoint Administrative Fee</p> <p>NASPO ValuePoint administrative fee of one-quarter of one percent (0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee is based on sales of products (less any charges for taxes and shipping). The NASPO Valuepoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal</p>		M		
6.50.	<p>Participating State Administrative Fee</p> <p>If a Participating State requires a state administrative fee, each fee will be negotiated and articulated in that State's Participating Addendum.</p>		M		
6.51.	<p>Service Level</p> <p>The Lead State, as part of an on-going quality management effort, will measure the user agencies' satisfaction during the term of the Contract. Measurement will identify areas where service levels can be improved. Contractor must agree to work with the Lead State in resolving any issues resulting from the measurement of customer satisfaction. The Contractor and the Lead State Contract Administrator will work together to continually monitor the success levels of the Master Agreement.</p>		M		
6.52.	<p>Transition Plan at End of Contract</p> <p>The Contractor agrees that at the end of this Master Agreement, should the Lead State conduct another procurement and award a new Master Agreement, the Contractor will work with the Lead State Contract Administrator, if requested to ensure that an efficient and effective transition takes place.</p>		M		

H. PRICE AND COST

H.1. Introduction

- H.1.1. Cost is the primary evaluation criteria for the award for this RFP. Cost evaluation will be based on the discount provided in Attachment A, as calculated according to the methodology outlined in Section D, Evaluation.
- H.1.2. The Lead State's intent is to obtain the best pricing and facilitate a straightforward comparison among all Proposals received.
- H.1.3. Cost must be proposed in the format described in this section and in Section E, Proposal Format. Failure to comply with these instructions may result in the rejection of the Proposal. Cost evaluation will be performed as described in Section D Introduction.
- H.1.4. **Important Note:** It is imperative that no cost information be included in the body of the proposal. Cost information is to be submitted under separately sealed cover in accordance with Section E, Proposal Format.

H.2. Quantities

- H.2.1. No quantities will be shown in Attachment A, Cost Workbook, as the Lead State has no estimate of the anticipated contract purchase pattern. Actual purchases may vary and the Lead State will not guarantee any quantities or dollar value for any contracts that may result in award through this RFP.

H.3. Cost Workbook Instructions

- H.3.1. The Cost Workbook, Attachment A contains the worksheets the Supplier shall use to provide RFP cost information. The category discount form contains 19 categories and the Supplier must provide discounts for all categories. The Supplier's discount shall be off the Manufactured Suggested Retail Price (MSRP) identified in the commercially available catalog. The Market Basket Evaluation Forms contain items from the 19 categories of products commonly purchased by the Lead State for Light/Medium Duty Passenger Cars, SUVs and Trucks. All worksheets must be filled out completely or the Proposal will be rejected.

H.3.2. Completion of Cost Workbook, Attachment A

- H.3.3. Supplier shall enter company name at the top of each worksheet where indicated
- H.3.4. For Categories 1-19 contained in this worksheet, input the Discount percentage (%) being offered to the Lead State for that Category in the column titled "Price Discounts". The Discount must be entered as a whole number with no decimal places.
- H.3.5. The Discount offered in the Proposal is fixed for the life of any resulting Master Agreements including any amendments. However, the Contractor can offer greater discounts at any time during the term of the Master Agreement.
- H.3.6. There are six Market Basket Evaluation Form worksheets for the Chevy Impala, Chevy Silverado, Ford Focus, Dodge Caravan, Ford Explorer and Chevy Tahoe. Supplier shall complete each worksheet by filling in the information in the columns titled "Brand", "Part Number" and "List Price".

H.4. Sales Tax

- H.4.1. Sales tax is not to be included in the pricing on Attachment A, Market Basket Evaluation Form. If awarded a Master Agreement, sales tax should be added at the time of invoicing. The sales tax rate applied should be based on the rate of the location where the product is to be delivered, if applicable as many State Agencies are tax exempt.

H.5. Cost Submittal

- H.5.1. Cost Submittal shall be in accordance to section E, Cost Data.

H.5.2. Attachment A Cost Workbook which includes:

H.5.2.1. Category Discount Worksheet

H.5.2.2. Chevy Impala Worksheet

H.5.2.3. Chevy Silverado Worksheet

H.5.2.4. Chevy Tahoe Worksheet

H.5.2.5. Ford Focus Worksheet

H.5.2.6. Dodge Caravan Worksheet

H.5.2.7. Ford Explorer Worksheet

H.6. ATTACHMENTS

H.6.1. ATTACHMENT A – MARKET BASKET AND COST SHEET

H.6.2. ATTACHMENT B – AUTHORIZED RETAIL LOCATIONS

H.6.3. ATTACHMENT C – NASPO VALUEPOINT TERMS AND CONDITIONS

H.6.4. ATTACHMENT D - OKLAHOMA TERMS AND CONDITIONS

H.6.5. ATTACHMENT E - LEAD STATE USAGE REPORT

H.6.6. ATTACHMENT F– MONTANA PARTICIPATING STATE'S TERMS AND CONDITIONS

H.6.7. ATTACHMENT G– SOUTH CAROLINA PARTICIPATING STATE'S TERMS AND CONDITIONS

H.6.8. ATTACHMENT H– VERMONT PARTICIPATING STATE'S TERMS AND CONDITIONS

PRICING PROPOSAL

RFP #0900006747

Cost Workbook Instructions

Attachment A - Cost Workbook

Category Discount Worksheet Instructions

- 1 The worksheet is not locked for ease of use, the yellow highlighted section is for Supplier's input
- 2 Supplier shall complete Category Discount worksheet by entering proposed discounts percentages for all 19 categories
- 3 Percentage discounts shall be entered as whole numbers with no decimals points

Market Basket Evaluation Worksheet Instructions

- 1 Worksheets for Chevy Impala, Chevy Silverado, Chevy Tahoe, Ford Focus, Dodge Caravan and Ford Explorer must be completed in its entirety.
- 2 The worksheets are not locked, the yellow highlighted sections are for Supplier's input
- 3 Supplier shall input, brand, part numbers and list price for each category
- 4 The Aftermarket Automotive Parts Catalog (Section G, Requirement# 6.8) shall be used to completed the list column

SUPPLIER'S NAME: _____

NUMBER	CATEGORY	PRICE DISCOUNTS
1	AIR CONDITIONING	
2	ALTERNATORS AND STARTERS	
3	BATTERIES	
4	BEARINGS, BALL AND ROLLER	
5	BELTS AND HOSES	
6	BRAKES	
7	ELECTRICAL AND IGNITION	
8	EMISSIONS AND EXHAUST	
9	ENGINE AND DRIVE TRAIN	
10	FILTERS; OIL, GAS, AIR AND TRANSMISSION	
11	GASKETS AND SEALS	
12	HEATING AND COOLING (ENGINE)	
13	LAMPS AND LIGHTING AND MIRRORS	
14	OILS AND LUBRICANTS; REGULAR AND SYNTHETIC	
15	PUMPS, FUEL AND WATER	
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	
17	WIPERS/WASHERS	
18	SHOP SUPPLIES & EQUIPMENT	
19	WINTER ACCESSORIES	

SUPPLIER'S NAME: _____

VEHICLE: 2008 Chevrolet Impala FWD 3.5L V6

CATEGORY	DESCRIPTION	PART	BRAND	PART NUMBER	LIST PRICE	STATE % DISCOUNT	STATE NET COST
1	AIR CONDITIONING	A/C Compressor					
2	ALTERNATORS AND STARTERS	Starter					
3	BATTERIES	Battery					
4	BEARINGS, BALL AND ROLLER	Hub Assy, Front					
5	BELTS AND HOSES	Belt, Serpentine					
6	BRAKES	Brake Pads, Front					
7	ELECTRICAL AND IGNITION	Spark Plus					
8	EMISSIONS AND EXHAUST	Oxygen Sensor					
9	ENGINE AND DRIVE TRAIN	Timing Set					
10	FILTERS; OIL, GAS, AIR AND TRANSMISSION	Oil Filter					
11	GASKETS AND SEALS	Head Gasket					
12	HEATING AND COOLING (ENGINE)	Radiator					
13	LAMPS AND LIGHTING AND MIRRORS	Head Lamp					
14	OILS AND LUBRICANTS; REGULAR AND SYNTHETIC	Quart of Oil, Reg					
15	PUMPS, FUEL AND WATER	Water Pump					
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	Ft. Strut Assy.					
17	WIPERS/WASHERS	Ft. Wiper Blade					
18	SHOP SUPPLIES & EQUIPMENT	Cable Chains O.E.					
19	WINTER ACCESSORIES						
20	TOTAL						

SUPPLIER'S NAME: _____

VEHICLE: 2008 Chevrolet Silverado C1500 5.3L V8

CATEGORY	DESCRIPTION	PART	BRAND	PART NUMBER	LIST PRICE	STATE % DISCOUNT	STATE NET COST
1	AIR CONDITIONING	A/C Compressor					
2	ALTERNATORS AND STARTERS	Starter					
3	BATTERIES	Battery					
4	BEARINGS, BALL AND ROLLER	Hub Assy, Front					
5	BELTS AND HOSES	Belt, Serpentine					
6	BRAKES	Brake Pads, Front					
7	ELECTRICAL AND IGNITION	Spark Plug					
8	EMISSIONS AND EXHAUST	Oxygen Sensor					
9	ENGINE AND DRIVE TRAIN	Timing Set					
10	FILTERS; OIL, GAS, AIR AND TRANSMISSION	Oil Filter					
11	GASKETS AND SEALS	Head Gasket					
12	HEATING AND COOLING (ENGINE)	Radiator					
13	LAMPS AND LIGHTING AND MIRRORS	Head Lamp					
14	OILS AND LUBRICANTS; REGULAR AND SYNTHETIC	Quart of Oil, Reg					
15	PUMPS, FUEL AND WATER	Water Pump					
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	Ft. Shock Absorber					
17	WIPERS/WASHERS	Ft. Wiper Blade					
18	SHOP SUPPLIES & EQUIPMENT	Cable Chains O.E.					
19	WINTER ACCESSORIES						
20	TOTAL						

SUPPLIER'S NAME: _____

VEHICLE: 2008 Chevrolet Tahoe 2wd 5.3L V8

CATEGORY	DESCRIPTION	PART	BRAND	PART NUMBER	LIST PRICE	STATE % DISCOUNT	STATE NET COST
1	AIR CONDITIONING	A/C Compressor					
2	ALTERNATORS AND STARTERS	Starter					
3	BATTERIES	Battery					
4	BEARINGS, BALL AND ROLLER	Hub Assy, Front					
5	BELTS AND HOSES	Belt, Serpentine					
6	BRAKES	Brake Pads, Front					
7	ELECTRICAL AND IGNITION	Spark Plug					
8	EMISSIONS AND EXHAUST	Oxygen Sensor					
9	ENGINE AND DRIVE TRAIN	Timing Set					
10	FILTERS; OIL, GAS, AIR AND TRANSMISSION	Oil Filter					
11	GASKETS AND SEALS	Head Gasket					
12	HEATING AND COOLING (ENGINE)	Radiator					
13	LAMPS AND LIGHTING AND MIRRORS	Head Lamp					
14	OILS AND LUBRICANTS; REGULAR AND SYNTHETIC	Quart of Oil, Reg					
15	PUMPS, FUEL AND WATER	Water Pump					
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	Ft. Shock Absorber					
17	WIPERS/WASHERS	Ft. Wiper Blade					
18	SHOP SUPPLIES & EQUIPMENT	Cable Chains O.E.					
19	WINTER ACCESSORIES						
20	TOTAL						

SUPPLIER'S NAME: _____

VEHICLE: 2015 Ford Focus 2.0L, 4cy Auto

CATEGORY	DESCRIPTION	PART	BRAND	PART NUMBER	LIST PRICE	STATE % DISCOUNT	STATE NET COST
1	AIR CONDITIONING	A/C Compressor					
2	ALTERNATORS AND STARTERS	Starter					
3	BATTERIES	Battery					
4	BEARINGS, BALL AND ROLLER	Hub Assy, Front					
5	BELTS AND HOSES	Belt, Serpentine					
6	BRAKES	Brake Pads, Front					
7	ELECTRICAL AND IGNITION	Spark Plus					
8	EMISSIONS AND EXHAUST	Oxygen Sensor					
9	ENGINE AND DRIVE TRAIN	Timing Set					
10	FILTERS; OIL, GAS, AIR AND TRANSMISSION	Oil Filter					
11	GASKETS AND SEALS	Head Gasket					
12	HEATING AND COOLING (ENGINE)	Radiator					
13	LAMPS AND LIGHTING AND MIRRORS	Head Lamp					
14	OILS AND LUBRICANTS; REGULAR AND SYNTHETIC	Quart of Oil, Reg					
15	PUMPS, FUEL AND WATER	Water Pump					
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	Ft. Strut Assy.					
17	WIPERS/WASHERS	Ft. Wiper Blade					
18	SHOP SUPPLIES & EQUIPMENT	Cable Chains O.E.					
19	WINTER ACCESSORIES						
20	TOTAL						

SUPPLIER'S NAME: _____

VEHICLE: 2015 Dodge Caravan 3.6L V6 Auto

CATEGORY	DESCRIPTION	PART	BRAND	PART NUMBER	LIST PRICE	STATE % DISCOUNT	STATE NET COST
1	AIR CONDITIONING	A/C Compressor					
2	ALTERNATORS AND STARTERS	Starter					
3	BATTERIES	Battery					
4	BEARINGS, BALL AND ROLLER	Hub Assy, Front					
5	BELTS AND HOSES	Belt, Serpentine					
6	BRAKES	Brake Pads, Front					
7	ELECTRICAL AND IGNITION	Spark Plus					
8	EMISSIONS AND EXHAUST	Oxygen Sensor					
9	ENGINE AND DRIVE TRAIN	Timing Set					
10	FILTERS; OIL, GAS, AIR AND TRANSMISSION	Oil Filter					
11	GASKETS AND SEALS	Head Gasket					
12	HEATING AND COOLING (ENGINE)	Radiator					
13	LAMPS AND LIGHTING AND MIRRORS	Head Lamp					
14	OILS AND LUBRICANTS; REGULAR AND SYNTHETIC	Quart of Oil, Reg					
15	PUMPS, FUEL AND WATER	Water Pump					
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	Ft. Strut Assy.					
17	WIPERS/WASHERS	Ft. Wiper Blade					
18	SHOP SUPPLIES & EQUIPMENT	Cable Chains O.E.					
19	WINTER ACCESSORIES						
20	TOTAL						

SUPPLIER'S NAME: _____

VEHICLE: 2015 Ford Explorer 4WD 3.5L V6 Auto

CATEGORY	DESCRIPTION	PART	BRAND	PART NUMBER	LIST PRICE	STATE % DISCOUNT	STATE NET COST
1	AIR CONDITIONING	A/C Compressor					
2	ALTERNATORS AND STARTERS	Starter					
3	BATTERIES	Battery					
4	BEARINGS, BALL AND ROLLER	Hub Assy, Front					
5	BELTS AND HOSES	Belt, Serpentine					
6	BRAKES	Brake Pads, Front					
7	ELECTRICAL AND IGNITION	Spark Plus					
8	EMISSIONS AND EXHAUST	Oxygen Sensor					
9	ENGINE AND DRIVE TRAIN	Timing Set					
10	FILTERS; OIL, GAS, AIR AND TRANSMISSION	Oil Filter					
11	GASKETS AND SEALS	Head Gasket					
12	HEATING AND COOLING (ENGINE)	Radiator					
13	LAMPS AND LIGHTING AND MIRRORS	Head Lamp					
14	OILS AND LUBRICANTS; REGULAR AND SYNTHETIC	Quart of Oil, Reg					
15	PUMPS, FUEL AND WATER	Water Pump					
16	SUSPENSION, SHOCKS, STRUTS, AND STEERING	Ft. Strut Assy.					
17	WIPERS/WASHERS	Ft. Wiper Blade					
18	SHOP SUPPLIES & EQUIPMENT	Cable Chains O.E.					
19	WINTER ACCESSORIES						
20	TOTAL						



Attachment C

NASPO ValuePoint Master Agreement Terms and Conditions

1. Master Agreement Order of Precedence

a. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) A Participating Entity's Participating Addendum ("PA");
- (2) Oklahoma Terms and Conditions
- (3) NASPO ValuePoint Master Agreement Terms & Conditions;
- (4) A Purchase Order issued against the Master Agreement;
- (5) The Statement of Work;
- (6) The Solicitation; and
- (7) Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.

b. These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

2. Definitions

Acceptance means a written notice from a Purchasing Entity to Contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a Product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the Product, unless the Purchasing Entity provides a written notice of rejection to Contractor.

Acceptance Testing means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Embedded Software means one or more software applications which permanently reside on a computing device.

Intellectual Property means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State means the State centrally administering any resulting Master Agreement(s).

Master Agreement means the underlying agreement executed by and between the Lead State, acting on behalf of the NASPO ValuePoint program, and the Contractor, as now or hereafter amended.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states and the District of Columbia. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.

Order or Purchase Order means any purchase order, sales order, contract or other document used by a Purchasing Entity to order the Products.

Participating Addendum means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements, e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity means a state, or other legal entity, properly authorized to enter into a Participating Addendum.

Participating State means a state, the District of Columbia, or one of the territories of the United States that is listed in the Request for Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Master Agreement

Product means any equipment, software (including embedded software), documentation, service or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Products, supplies and services, and

products and services are used interchangeably in these terms and conditions.

Purchasing Entity means a state, city, county, district, other political subdivision of a State, and a nonprofit organization under the laws of some states if authorized by a Participating Addendum, who issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

3. Term of the Master Agreement

The initial term of this Master Agreement is for one (1) year. This Master Agreement may be renewed beyond the original contract period for four (4) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.

4. Amendments

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the Lead State.

5. Assignment/Subcontracts

a. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.

b. The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties to NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint.

6. Price and Rate Guarantee Period

All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 60 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

7. Cancellation

Unless otherwise stated, this Master Agreement may be canceled by either party upon 60 days written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision shall not affect the rights and obligations attending orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for

Products delivered and accepted, and rights attending any warranty or default in performance in association with any Order. Cancellation of the Master Agreement due to Contractor default may be immediate.

8. Confidentiality, Non-Disclosure, and Injunctive Relief

a. Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity or; (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

b. Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement. Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person. Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing,

Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

c. Injunctive Relief. Contractor acknowledges that breach of this section, including disclosure of any Confidential Information, will cause irreparable injury to Purchasing Entity that is inadequately compensable in damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

d. Purchasing Entity Law. These provisions shall be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

9. Right to Publish

Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of any information that pertains to the potential work or activities covered by the Master Agreement. The Contractor shall not make any representations of NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent. Failure to adhere to this requirement may result in termination of the Master Agreement for cause.

10. Defaults and Remedies

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

- (1) Nonperformance of contractual requirements; or
- (2) A material breach of any term or condition of this Master Agreement; or
- (3) Any certification, representation or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading; or
- (4) Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
- (5) Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public

safety or prevent immediate public crisis. Time allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:

- (1) Exercise any remedy provided by law; and
- (2) Terminate this Master Agreement and any related Contracts or portions thereof; and
- (3) Impose liquidated damages as provided in this Master Agreement; and
- (4) Suspend Contractor from being able to respond to future bid solicitations; and
- (5) Suspend Contractor's performance; and
- (6) Withhold payment until the default is remedied.

d. Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in a Purchase Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions shall be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

11. Shipping and Delivery

a. The prices are the delivered price to any Purchasing Entity. All deliveries shall be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount, if any, will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

b. All deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Offeror to immediately notify the

Purchasing Entity placing the Order.

c. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases shall be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton shall be marked with the commodity, brand, quantity, item code number and the Ordering Entity's Purchase Order number.

12. Changes in Contractor Representation

The Contractor must notify the Lead State of changes in the Contractor's key administrative personnel, in writing within 10 calendar days of the change. The Lead State reserves the right to approve changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

13. Force Majeure

Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. The Lead State may terminate this Master Agreement after determining such delay or default will reasonably prevent successful performance of the Master Agreement.

14. Indemnification

a. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, and Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable, from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement.

b. Indemnification – Intellectual Property. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO Cooperative Purchasing Organization LLC (doing business as NASPO ValuePoint), the Lead State, Participating Entities, Purchasing Entities, along with their officers, agents, and employees as well as any person or entity for which they may be liable ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim").

(1) The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:

(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;

(b) specified by the Contractor to work with the Product; or

(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or

(d) It would be reasonably expected to use the Product in combination with such product, system or method.

(2) The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. Unless otherwise agreed in writing, this section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

15. Independent Contractor

The Contractor shall be an independent contractor. Contractor shall have no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and agrees not to hold itself out as agent except as expressly set forth herein or as expressly agreed in any Participating Addendum.

16. Individual Customers

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Master Agreement, which include the Oklahoma Terms and Conditions and NASPO ValuePoint Master Agreement Terms and Conditions, and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their

purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

17. Insurance

a. Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

b. Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

(1) Commercial General Liability covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

(2) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

c. Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor.

d. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating State has been given at least thirty (30) days prior written notice, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, the Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection. Before performance of any Purchase Order issued after execution of a Participating Addendum authorizing it, the Contractor shall provide to a Purchasing Entity or Participating Entity who requests it the same information described in this subsection.

e. Contractor shall furnish to the Lead State, Participating Entity, and, on request, the Purchasing Entity copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Master Agreement, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. The insurance certificate shall provide the following information: the name and address of the insured; name, address, telephone number and signature of the authorized agent; name of the insurance company (authorized to operate in all states); a description of coverage in detailed standard terminology (including policy period, policy number, limits of liability, exclusions and endorsements); and an acknowledgment of the requirement for notice of cancellation. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.

f. Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

18. Laws and Regulations

Any and all Products offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

19. License of Pre-Existing Intellectual Property

Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Purchasing Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

20. No Waiver of Sovereign Immunity

In no event shall this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of

any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

21. Ordering

a. Master Agreement order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

b. The resulting Master Agreements permit Purchasing Entities to define project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.

c. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

d. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document compliance with the law of the Purchasing Entity.

e. Orders may be placed consistent with the terms of this Master Agreement during the term of the Master Agreement.

f. All Orders pursuant to this Master Agreement, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Master Agreement and the contractor’s proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Master Agreement identifier.

g. All communications concerning administration of Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity’s purchasing office, or to such other individual identified in writing in the Order.

h. Orders must be placed pursuant to this Master Agreement prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement. Contractor is reminded that financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

i. Notwithstanding the expiration or termination of this Master Agreement, Contractor agrees to perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration or termination of this Master Agreement, or otherwise inconsistent with its terms. Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.

22. Participants

a. Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed. The Oklahoma Terms and Conditions and NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum. By way of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering document (e.g. purchase order or contract) used by the Purchasing Entity to place the Order.

b. Use of specific NASPO ValuePoint cooperative Master Agreements by state agencies, political subdivisions and other Participating Entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

c. Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each

Participating Addendum to PA@naspovaluepoint.org to support documentation of participation and posting in appropriate data bases.

d. NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is not a party to the Master Agreement. It is a nonprofit cooperative purchasing organization assisting states in administering the NASPO cooperative purchasing program for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.) for all 50 states, the District of Columbia and the territories of the United States.

e. State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Master Agreement between the Lead State and Contractor

f. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

23. Payment

Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

24. Public Information

This Master Agreement and all related documents are subject to disclosure pursuant to the Purchasing Entity's public information laws.

25. Records Administration and Audit

a. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder.

b. Without limiting any other remedy available to any governmental entity, the

Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

c. The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

26. Administrative Fees

a. The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with proposal.

b. Additionally, some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Master Agreement. The Contractor may adjust the Master Agreement pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee. The NASPO ValuePoint Administrative Fee in subsection 26a shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

27. NASPO ValuePoint Summary and Detailed Usage Reports

In addition to other reports that may be required by this solicitation, the Contractor shall provide the following NASPO ValuePoint reports.

a. Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any/all sales made under this Master Agreement shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

b. Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report shall be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-ROM, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda executed under this Master Agreement. The format for the detailed sales data report is in shown in Section ___ Attachment ___.

c. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, **social security numbers or any other numerical identifier**, may be submitted with any report.

d. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

e. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

28. Standard of Performance and Acceptance

Any standard of performance under this Master Agreement applies to all Products purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Purchasing Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is

delivered or, if installed, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the standard of performance during the initial period of Acceptance Testing, Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the standard of performance issue(s). If after the cure period, the Product still has not met the standard of performance, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted and no charges shall be paid until the standard of performance is met. The warranty period will begin upon Acceptance.

29. Warranty

The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

30. System Failure or Damage

In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

31. Title of Product

Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional

cost or charge to either Purchasing Entity or Purchasing Entity's transferee.

32. Waiver of Breach

Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, Participating Addendum, or Purchase Order.

33. Assignment of Antitrust Rights

Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

34. Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

35. Governing Law and Venue

a. The procurement, evaluation, and award of the Master Agreement shall be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award shall be governed by the law of the state serving as Lead State (in most cases also the Lead State). The construction and effect of any Participating Addendum or Order against the Master Agreement shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

b. Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in the state serving as Lead State. Venue for any claim, dispute, or action concerning

any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

c. If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party.

36. NASPO ValuePoint eMarket Center

In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.

The Contractor will have visibility in the eMarket Center through Ordering Instructions. These Ordering Instructions are available at no cost to the Contractor and provide customers information regarding the Contractors website and ordering information. At a minimum, the Contractor agrees to the following timeline: NASPO ValuePoint eMarket Center Site Admin shall provide a written request to the Contractor to begin Ordering Instruction process. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and ordering instructions that the Contractor would like the customer to have.

37. Contract Provisions for Orders Utilizing Federal Funds

Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this master agreement.



State of Oklahoma

Office of Management and Enterprise Services

STATE OF OKLAHOMA TERMS AND CONDITIONS

1. Definitions

Acquisition

The term (“Acquisition”) means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act.

Addendum or Addenda

The term (“Addendum or Addenda”) means a document used to effect a contract change or modification in or more provisions of an existing a contract.

Lead State

The term (“Lead State”) means the State centrally administering any resulting Master Agreement. The State of Oklahoma is the Lead State for this Master Agreement.

2. Master Agreement Modification

The terms of this Master Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the State Purchasing Director of the Lead State.

3. Assignment/Subcontracts

Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the State Purchasing Director of the Lead State.

4. Changes in Contractor Representation

The Contractor must notify the State Purchasing Director of the Lead State of changes in the Contractor’s key administrative personnel, in writing within 10 calendar days of the change. The State Purchasing Director of the Lead State reserves the right to approve

changes in key personnel, as identified in the Contractor's proposal. The Contractor agrees to propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.

5. Indemnification

In connection with indemnification under the Master Agreement, when the Lead State or any Lead state agency is a named defendant in any filed or threatened lawsuit, the defense of the Lead State or Lead State agency shall be coordinated by the Attorney General of Oklahoma or, in the alternative, the Attorney General of Oklahoma may authorize the Vendor to control the defense and any related settlement negotiations; provided, however, Contractor shall not agree to any settlement of claims against the Lead State or Lead State agency without obtaining advance written concurrence from the State Attorney General. If the Attorney General of Oklahoma does not authorize sole control of the defense and settlement negotiations to Contractor, Contractor shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Master Agreement and shall remain responsible to indemnify the applicable Indemnified Parties.

6. Payment

For transactions between the Lead State and the Contractor, invoices are to be paid in arrears after products have been delivered and accepted or services provided and accepted pursuant to 74 O.S. § 85.44(B). Payment by the Lead State will be made within no more than forty-five (45) days from the date a proper invoice is received and the goods have been delivered and accepted or services provided and accepted pursuant to 62 O.S. § 34.71. Interest on late payments made by the Lead State is governed by 62 O.S. § 34.72.

7. Audits and Records Clause

For transactions between the Lead State and the Contractor, the Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of seven (7) years following termination of this Agreement or final

payment for any order placed by a Purchasing Entity against this Agreement, whichever is later, to assure compliance with the terms hereof or to evaluate performance hereunder. If an audit, litigation, or other action involving the above-referenced documents, 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.

Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or orders or underpayment of fees found as a result of the examination of the Contractor's records.

The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement requiring the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

8. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The Contractor certifies that the Contractor and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
- B. Have not within a three-year period preceding the Contract been convicted of 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; for violation of federal or state antitrust statutes; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records; making false statements or receiving stolen property;
- C. 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 foregoing offenses enumerated in this certification; and
- D. Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

9. Choice of Venue

Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in Oklahoma County, Oklahoma. Venue for any claim, dispute or action concerning the terms of the Master Agreement shall be in Oklahoma County, Oklahoma. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; the Participating State if a named party; the Participating Entity state if a named party; or the Purchasing Entity state if a named party. Where the claim is adjudicated in the United States District Court of the Lead State, it must be brought and adjudicated in the Western District.

10. Extension of the Master Agreement.

The Lead State may extend the term of this Master Agreement for up to ninety (90) day intervals if mutually agreed upon by the State Purchasing Director of the Lead State and the Contractor.

11. Gratuities

The right of the Contractor to perform under this Master Agreement may be terminated by written notice if the Procurement Official as specified in E.4. of the Solicitation determines that the Contractor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Central Purchasing Division of the Lead State.

12. Pricing

In accordance with 74 O.S. § 85.40, all travel expenses to be incurred by the Contractor in the performance of the Master Agreement shall be included in the total price/ amount. All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least ninety (90) days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or amendment to the Master Agreement shall not be effective unless approved by the Lead State. No retroactive adjustments to prices or rates will be allowed.

13. Type of Contract

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



State of Oklahoma - OMES Central Purchasing

CONTRACT # (SW):	SUPPLIER NAME:	REPORTING PERIOD:	()	Jul 1 - Sept 30
Instructions: <i>In the spreadsheet below, please provide a detailed usage report for purchases made by all State of Oklahoma agencies, counties, school districts, municipalities, higher education institutions and all other authorized users.</i>			()	Oct 1 - Dec 31
			()	Jan 1 - Mar 31
			()	Apr 1 - Jun 30
			Admin Fee =	

--	Purchase Order #/ P-Card	Order Date	Purchasing Entity	Shipping Location	Manufacturer	Manufacturer Item #	Product Description	Product Category	Supplier Item #	UNSPSC Code	MSRP	Unit Price	Quantity	Total Spend (Calculated)	Savings (Calculated)	Admin Fee (Calculated)
Ex.	12345678910	1/1/2015	CTE	OKC	ABC123	123456789	TAPE,MENDING,3/4x1296	Tape	12345678	31201509	\$ 3.34	\$ 2.00	100.00	\$ 200.00	\$ 134.00	\$ 2.00
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