

B. SPECIAL PROVISIONS

B.1. Type of Contract

- B.1.1.** This will be a mandatory statewide contract that is available to all state agencies. Other government entities may avail themselves of this contract, including those in other states if their statutes allow for the use of other state's contracts, sometimes known as "piggybacking".
- B.1.2.** All state agencies must use the contract for the products specified herein unless the ordering agency has received a written exception from the contracting Officer. The State of Oklahoma reserves the right to conduct separate procurements to establish contracts for the same or similar products for any agency's specific needs.
- B.1.3.** The State of Oklahoma shall not guarantee any minimum or maximum amount under this contract, also known as an indefinite quantity contract.
- B.1.4.** This contract will be for the purchase of equipment, warranty work and parts.
- B.1.5.** This contract may be awarded to multiple vendors.

B.2. Contract Period

This Contract is for Date of Award through one year with the option to renew for up to four (4) additional one year periods.

B.3. Extension of Contract

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

B.4. Authorized Users

This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes also allow Counties, School Districts, Tribes and Municipalities to use this contract as well as State entities other than the State of Oklahoma if statutes allow for it.

B.5. Gratuities

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

B.6. Travel

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

B.7. Energy Conservation

Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings such as brochures, specifications, and descriptions of equipment that indicate environmentally friendly construction/usage..

B.8. Conflict of Interest

The RFP is subject to the provisions of the Oklahoma Statutes. All Suppliers must disclose the name of any officer, director or agent who is also an employee of the State of Oklahoma or any of its agencies. Further all Suppliers must disclose the name of any State Employee who owns, either directly or indirectly, an interest of five percent (5%) or more in the supplier firm or any of its branches.

B.9. Patents and Royalties

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

B.10. Property loss

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

B.11. Contract Management Fee

- B.11.1.** As provided by State Statute 85.33A, the Central Purchasing will assess a Contract Management Fee of 1% of total contract sales to all government entities. Awarded Supplier(s) shall remit payment of the fee on a quarterly basis in conjunction with the quarterly sales report. The fee amount is not to be invoiced to any contract users, either as an item on a sales invoice or by any other means. Delinquency in payment may be considered cause for contract termination.
- B.11.2.** Supplier shall make payment by company check to OMES (Office of Management and Enterprise Services) Central Purchasing Division within 45 days of the completion of the quarterly reporting period. To ensure the payment is credited properly, the Supplier must identify the check as "Contract Management Fee" and include the following information with payment: SW195 Road Maintenance Equipment. The Contract Management Fee shall be mailed to:

Office of Management and Enterprise Services
Attention: Accounts Receivable
5005 N Lincoln Blvd Ste 300
Oklahoma City OK 73105

B.12. Contract Usage Reporting Requirements

- B.12.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, and Municipalities. Items sold should be itemized in order for the Contracting Officer to ascertain what type of equipment is being purchased.
- B.12.2.** Reports shall be submitted quarterly regardless of quantity. A standardized form has been developed for Supplier use.
- B.12.3.** If there are no sales reported by the vendor during the contract term, or if the vendor fails to report sales that have been discovered through state purchasing reports, the State reserves the right to terminate the contract.

Usage reports shall be sent electronically, by email to: strategic.sourcing@omes.ok.gov

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

C. SOLICITATION SPECIFICATIONS

C.1. Scope

- C.1.1.** The State of Oklahoma Central Purchasing Division is charged with developing statewide contracts for all government entities to use that have been competitively solicited for the best possible pricing or percentage discount off pricing based on high volume purchasing. Multi-unit discounts are encouraged. This contract's main customer base will be state agencies, cities and municipalities and counties.
- C.1.2.** The purpose of this competitive solicitation is to develop a "catalog discount" contract to provide for equipment to be made available for purchase on a statewide basis. Manufacturers as well as Dealers are encouraged to bid directly on the contract, as this will be a multiple award contract for both equipment and warranty work with replacement parts.
- C.1.3.** We have determined that the best pricing structure for this type of contract is a simple "percentage off" of the current dated manufacturer's government or commercial catalog or price list with a copy

of the catalog pricing page or price list to be made available to the purchaser for their accounting divisions at the time of order.

C.2. Authorized Representative

- C.2.1.** Suppliers may offer any brand for which they are an authorized dealer, distributor or service representative. A current, dated, and signed letter of authorization from the manufacturer that states the Supplier is an authorized distributor, dealer, or service representative and is authorized to sell the manufacturer's products in the State of Oklahoma is to be submitted with the response.
- C.2.2.** If the Manufacturer is responding to this solicitation, please submit a list of authorized dealers, distributors or service representatives located in the State of Oklahoma and the product line you are the manufacturer of.

C.3. Licensing

Sales of motor vehicles in the State of Oklahoma are subject to the Oklahoma Motor Vehicle Commission Statutes. (Oklahoma Statutes, Title 47 - Motor Vehicles, Chapter 62) Offeror certifies by submission of a response that all required Oklahoma Motor Vehicle Commission licenses are in place and current, and that copies of all such licenses have been submitted with the Response. It is the Vendor's responsibility to keep all required Oklahoma Motor Vehicle Commission licensing current during the term of the contract and to furnish copies at any time upon request by Central Purchasing. If the Vendor does not maintain current licensing, Central Purchasing may immediately terminate the contract upon discovery of the expiration of the license. Contracts for motor vehicles to be sold within the state of Oklahoma may be made only with properly licensed Oklahoma Motor Vehicle Dealers.

C.4. Warranty-Equipment/Options/Accessories/Attachments

- C.4.1.** The Successful Supplier agrees the products furnished under this contract shall be covered by all commercial warranties the contractor provides for such products, and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.
- C.4.2.** The Supplier warrants that at the time of delivery, all equipment and purchased under this contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this contract.
- C.4.3.** All warranty work performed and parts/materials supplied shall meet original equipment manufacturer (OEM) warranty requirements. Equivalent substitutions must be approved by the agency contact person prior to installation.
- C.4.4.** Warranty work performed not meeting specifications or found to be defective, shall not be accepted. The supplier shall be required to make repairs or corrections at no additional cost to the agency.
- C.4.5.** Supplier shall furnish a copy of their warranty applicable for the equipment.
- C.4.6.** All equipment warranties shall start on the date of delivery and shall be for the full term of said warranty.
- C.4.7.** Before actual warranty work begins, ownership of the equipment shall be established to ensure the equipment in need of repair belongs to the government entity requesting the service. The following information shall be provided in order to determine ownership of the equipment:
 - C.4.7.1.** Name of government entity and division, if applicable.
 - C.4.7.2.** Make, Model, and VIN of equipment
 - C.4.7.3.** Control number of government entity (Inventory number)
 - C.4.7.4.** Repairs made that are covered by a warranty shall not be paid for by the government entity.
 - C.4.7.5.** The Supplier shall furnish all necessary supervision, labor, equipment, tools, parts, materials, and supplies needed for the warranty repair work.
 - C.4.7.6.** All persons utilized in the performance of this contract shall be employees of the supplier and be fully qualified to perform the warranty work required. Warranty work shall be performed by certified or trained or authorized service technicians.

- C.4.8.** Equipment that will remain in the supplier's possession overnight and for extended periods shall be stored in a safe and secure location for protection from theft and environmental dangers. The supplier shall be responsible for the proper care and custody of any state owned equipment in the supplier's possession.

C.5. Insurance

- C.5.1.** Prior to the commencement of this contract, the supplier shall obtain and keep in full force and effect until the termination of this contract, insurance coverage with an insurance company licensed and qualified under the laws of Oklahoma.
- C.5.2.** The supplier shall maintain insurance coverage in an amount not less than \$500,000 at all times during the entire term of this contract. The following types of risks shall be covered in the supplier's policy:
- Worker's Compensation Insurance and employer's liability insurance sufficient to cover supplier's employees as required by the State of Oklahoma.
 - Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
 - Commercial Automobile Insurance, hired and non-owned.
 - Garage keepers Liability Insurance.
 - Commercial Property Coverage.

C.6. Quality of Parts

- C.6.1.** Parts under these specifications should be name brand, nationally advertised merchandise. Equivalent substitutions must be approved by the agency contact person.
- C.6.2.** After Market Repair parts must be equal to, or exceed original equipment manufacturer's specifications.
- C.6.3.** Repair parts must be packaged and distributed under their respective nationally known name brands.
- C.6.4.** All rebuilt or remanufactured parts must meet the same requirements as listed above.
- C.6.5.** Some repair parts may be required to be original equipment manufactured repair parts. Suppliers must carry a complete line of OEM parts for all models of equipment they carry.
- C.6.6.** Preservation, packaging, and packing and marking will be in accordance with best commercial practice to provide adequate protection against shipping damage.

C.7. Warranty-Parts

- C.7.1.** Suppliers are required to provide any buy-back, trade-in, or exchange policy concerning repair parts sold to government Entities.
- C.7.2.** Supplier shall correct ordering errors without further cost to the ordering entity.
- C.7.3.** A copy of the Warranty shall be included for replacement parts purchased.

C.8. Repair Facilities

Repair facilities that will perform the warranty work of items on contract shall be identified on the Pricing Page.

C.9. Ordering

- C.9.1.** No minimum orders will be considered under this contract.
- C.9.2.** Options/Accessories/Attachments on ordered equipment shall include all standard items normally furnished by the manufacturer/dealer for the basic equipment being purchased.
- C.9.3.** Suppliers shall identify any websites that can be of assistance in determining needs and calculating total cost of items purchased.
- C.9.4.** Any trade-in allowances determined by the dealer shall be deducted from the established current price after the discount is applied. The formula will be to deduct the discount from the established current price and then take off the trade-in allowance.
- Example: List price is \$17,199, and the discount is 23% and the trade-in is \$6,000. $\$17,199 - 23\% = \$13,243.23$. $\$13,243 - \$6000 = \$7,243.23$, final price.

- C.9.5.** The Customer is responsible for being familiar with all of the contract terms and conditions.
- C.9.6.** Supplier shall furnish any required Safety Data Sheets or a composite concentration list prior to contract award, with the product invoice, **or** at the request of Central Purchasing.
- C.9.7.** Suppliers shall provide catalogs and current price lists at no charge upon customer or Contracting Officer's request.
- C.9.8.** All equipment shall be delivered with one copy of the operator's manual, and an illustrated repair parts manual or list. If other manuals are required by the customer, they shall be offered at the discount offered in the Price Sheets.

C.10. Invoices

To ensure prompt payment, the invoice shall include the following information:

- C.10.1.** Purchase order number if applicable.
- C.10.2.** Make, model, and VIN number of equipment.
- C.10.3.** Name of government entity.
- C.10.4.** Description of equipment purchased or warranty services performed and/or parts, material and supplies provided.
- C.10.5.** The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals, and the final price for each item delivered.
- C.10.6.** The copy of the current, dated manufacturer's Price List showing the price of the equipment if requested by the ordering party for their accounting purposes.
- C.10.7.** Name of company who provided the products/services.
- C.10.8.** Payment remittance address.
- C.10.9.** Payment made by government agencies will be made by the procurement card that is issued by the State or Purchase Orders. Other entities may use Purchase Orders or Procurement cards.
- C.10.10.** Each Dealer/manufacturer who is awarded a contract as a result of this Solicitation shall be the only office authorized to receive orders, invoice and receive payment. If the Manufacturer or Dealer wishes to ship or provide a service from a point other than the address listed on the solicitation documents, they will furnish a list of these locations as part of their response.

C.11. Payment

- C.11.1.** Payment method by State Agencies will be Purchase Orders.
- C.11.2.** Payment method by other government entities (Cities, Counties, Municipalities, Schools, and other State governments will be as in C.11.1 above or other purchasing methods, such as lease-purchase, as allowed by their purchasing guidelines, regulations or statutory mandates. For Lease purchases, the government entity is to follow the policies and procedures outlined by their purchasing authority or state regulations and statutes.
- C.11.3.** For County purchases by lease purchase, the Management Services Division of the State Auditor and Inspectors (SAI) Office has encouraged the use of an approved agreement form, Lease Purchase of Equipment Form 120B, as well as a Full Warranty Lease form, developed by their office. The State Auditor and Inspectors Office, through its Constitutional Authority, Article VI Section 19, establishes accounting procedures and forms and provides assistance to counties and other forms of local government. Link to the forms listed on the State Auditor website https://www.sai.ok.gov/publications_forms/county_clerk.php?action=showform&formdiv=5
- C.11.4.** For those Government Entities subject to the Oklahoma Bond Oversight and Reform Act 62. O.S., Section 695.1 et seq., the Council of Bond Oversight reviews and must approve any request for financing by a State Government entity. (All state and local government entities). The State Bond Advisor's Office serves as staff to the Council of Bond Oversight. See Chapter 10, Administration of the Oklahoma Bond Oversight and Reform Act (Administrative Rules) Link to the Council of Bond Oversight website: https://www.ok.gov/bondadvisor/Bond_Oversight/index.html

C.11.1. C.15.5. Lease Purchase Rates may be adjusted during the contract period. All lease purchase agreements established by using prices obtained from Suppliers listed as a participant in this competitively bid statewide contract shall be included in the total sales reported by the vendors.

C.12. Delivery

C.12.1. Delivery of equipment is to be made within 120 calendar days after receipt of order unless other arrangements are made between the ordering party and the Supplier. Earlier deliveries are encouraged however there shall be no change in contract price or discount terms because of the earlier delivery.

C.12.2. All equipment is to be delivered new, unused, assembled, serviced, oiled and ready for immediate use, unless otherwise requested by the customer. Liability for product delivery remains with the Supplier until delivered and accepted.

C.12.2.1. Delivery shall be made in accordance with instructions on purchase order from each agency. If there is a discrepancy between the purchase order and what is listed on the contract; it is the Supplier's obligation to seek clarification from the ordering party and, if applicable, from the Contracting Officer listed as the contact person in Central Purchasing.

C.12.3. Delivery on parts is to be made within 30 days.

C.12.4. One Operating Manual, an illustrated parts manual or List, and the Warranty, shall be furnished for each new item purchased, as well as any proprietary tools necessary to perform routine service or adjustments, all at no additional cost.

C.13. Training

C.13.1. Vendor is to provide their training opportunities for the equipment they are bidding with their response to this solicitation

C.14. Price Adjustments

C.14.1. Since the various manufacturers update their pricing throughout the year and at different times during the year, there will be no pre-determined price adjustment time period for this contract however the discounts provided by the Supplier can be increased during the contract period at any time.

C.14.2. The contract price shall be the Manufacturers dated Price List (MPL) in effect at the time the order is placed less the discount percentage offered. Manufacturer Price lists will be that price list published by the manufacturer.

C.14.3. Vendor is to notify the contracting officer at least 30 days before a price adjustment will occur, or as soon as possible upon notification from the manufacturer.

C.14.4. Vendors are to include information concerning their return policy.

C.14.5. See C.9.4 concerning trade-in allowances.

C.15. Allowable Charges

C.15.1. Freight/Shipping/Set-up Fees.

C.15.2. Delivery is to be FOB Destination (of ordering entity) freight collect.

C.15.3. Any Freight, shipping and handling costs and set-up fees paid by the ordering entity are to be annotated on the quote/invoice as a separate line item.

C.15.4. Quotes shall show The Manufacturer's suggested retail price less any trade-in allowance if applicable, contract percentage discount off, freight cost, set-up fees, any allied or incidentals, and the final price for each item delivered

C.15.5. Allied and incidental items requested by customers to comply with their needs and with state or other government regulations. Allied equipment may only be sold in connection with the sale of a contract item. Items must be clearly labeled on the purchase order or quote as Allied.

C.15.6. Allied and incidental items are attachments, accessories, parts or bundles not manufactured by the contract vendor that are requested by the customer to complete the purchase of equipment awarded on contract.

C.15.7. Unpublished or non-contract options required to complete a product ordered.

C.15.8. New Products

C.15.8.1. New Products may be added to the contract as they are introduced by a manufacturer however the discount cannot be lowered throughout the contract period.

C.15.8.2. Dealers who become authorized dealers for other products during the contract period may add those products to their lists of equipment offered.

C.15.9. Discontinued Products

C.15.9.1. Vendors are to notify the Contracting Officer of any changes in their schedule of equipment such as discontinued products or replacement models.

D. EVALUATION

Evaluation Process

In the initial phase of the evaluation process, all proposals timely received will be reviewed. Unacceptable proposals will be eliminated from further consideration. A pass/fail and weighted score methodology of selection with both objective and subjective criteria will be used.

Award of a contract resulting from this RFP may be made to multiple Suppliers in accordance with the method identified within this section. The state reserves the right to award on receipt of initial proposals without an opportunity for discussion or proposal revision, so Suppliers are encouraged to submit their most favorable proposal at the time established for receipt of proposals.

D.1. Price 30%

D.2. Past performance 10%

D.3. Ability to meet requirements 60%

The State reserves the right to negotiate with one or more Contractors. Central Purchasing may negotiate any and all content of the proposal.

E. INSTRUCTIONS TO SUPPLIER

Please carefully read all the Sections of this solicitation as your response indicates your understanding of what is requested.

Section "A" is standard terms for all Central Purchasing Contracts

Section "B" contains terms specific to this contract. Section "B" may contain terms that take precedence over the terms in Section "A". See Section A.30.

Section "C" is the scope of work for this contract.

Section "H" Price and Cost. There are attachments for pricing. You will not have to fill out pricing on every attachment unless you sell all the equipment we are requesting. You only have to return the attachments for the equipment you sell. You DO have to fill out and return all of the rest of the documents. Attachments will be posted with the solicitation as well as the contact information for suppliers, all in Microsoft Word format.

You can submit pricing already figured with the discount if you wish.

If you will be providing leasing through your company finance office please list the present rates offered. You will be responsible for updating the information for the contract during the contract period.

If you have questions, you must submit them by the date and time noted on the first page of the solicitation documents.

You can but you do not have to submit electronic brochures for the equipment you are offering. These will be requested throughout the contract period by the customers and/or the contracting officer in charge of maintaining the contract. As much information as possible will be placed on Central Purchasing's website along with your contract documents.

F. CHECKLIST

___Your entire response submitted on a flash drive or cd. (We are mostly electronic so paper bids will be scanned to an electronic filing system if you were to submit them).

___Copy of Workman's Comp Insurance Policy

___Training plan offered with sales

___A current, dated, and signed letter of authorization from the manufacturer

- ☐ If a manufacturer submitting a response, a list of certified dealers within the State of Oklahoma authorized to sell and service your products
- ☐ Specifications of equipment offered
- ☐ Copy of Oklahoma Motor Vehicle Commission license (if applicable to you)
- ☐ Copy of Certificate of Good Standing (If required to be registered with the Secretary of State of Oklahoma)
- ☐ Vendor Reference document
- ☐ All Technical Questions answered completely
- ☐ Any brochures or other literature requested (warranty information, re-stocking, marketing)

G. OTHER

None

H. PRICE AND COST

The State of Oklahoma is requesting pricing for Road Maintenance equipment. The pricing matrix is a percentage off the Manufacturer's list price. Vendors can submit actual pricing schedules for their equipment though, with the percentage discount already figured. Attachments have been provided in Microsoft Word.

The State of Oklahoma has been a leader in the push for State use of CNG-powered vehicles. If you have products that are fueled by means other than gas or diesel fuel, and that are considered environmentally friendly, please include them in your response.

Manufacturers responding please include a listing of Distributors/Dealers for the State of Oklahoma to include Name of business, Address, contact names, phone numbers, fax numbers, email addresses and websites.

Suppliers may submit specifications for all equipment bid, as well as options available. Please submit these specifications on a cd or dvd or flash drive. It is preferred that vendors have a website where customers can go and view the products. The Central Purchasing Statewide Contract website will be updated as necessary.

You will be expected to provide brochures and descriptive literature to those customers who request it and the contracting officer responsible for the maintenance of the contract. Although you will not be required to send actual pricing sheets as the prices are updated, you will be required to notify the contracting officer when there are price increases and a note will be made to the website where your contract will be located.

The Supplier will be expected to notify the Contracting Officer of any changes in the Company status, such as mergers, sell offs, discontinuation of equipment, addition of equipment lines and changes in the contact information for the contract. It is imperative that the Contracting Officer be able to contact someone at all times during business hours, especially when helping an entity make a decision on equipment they want to purchase.

With the age of technology, customers are more likely to use the internet to research the equipment they are interested in buying. We will put a link to your website on the contract website. Please provide a guide to the use of your website if you require a name and password to access current pricing, if listed, at no subscription cost to the State of Oklahoma. Also, please provide any additional enhancements such as any special ordering features available to users or a site with pricing specific to the Oklahoma contract even though we are not requiring you to offer a direct link to the Oklahoma-specific contract pricing or your current price lists.

Website: _____

Log-in required? ☐ Yes ☐ No

Government entities who will be buying from this contract will be expected to provide their accounting offices with a pricing sheet or pricing sheet reference date at the time they prepare their payment method. This pricing sheet will clearly state the Price Book/Catalog Number and Date. This sheet is to be attached to the quote provided by the Supplier. The quote will reference the Statewide contract number being used for the purchase. All set up charges, testing, and freight charges are to be included in the total price less discount offered.

Discounts offered will remain the same or can be increased throughout the contract period. Multiple Unit discounts are encouraged.

THE FOLLOWING QUESTIONS ARE TO BE ANSWERD IN FULL. PLEASE USE THE NUMBERING SYSTEM AND MICROSOFT WORD TO ANSWER THE QUESTIONS AND ATTACH TO YOUR RESPONSE. These questions are part of the evaluation process.

Technical Requirements

1. Do you, the manufacturer, or dealers offer any value-added incentives to purchase such as seasonal sales? Yes_____ No_____, and if so how would you incorporate special sale situations in the contract?
2. Have you ever had a recall situation for any of your equipment? Yes_____ No_____ and if yes, approximately how much of a negative impact in a dollar amount was it to the company to repair/replace the equipment?
_____.
3. Has your company ever filed for Bankruptcy? Yes_____ No_____.
4. How long does it take usually from the build of the equipment until delivery? _____.
5. How many years has your company been in business? _____.
6. Will you offer discounts on your extended warranties? Yes_____ No_____. If yes, please include in your response the types of the extended warranties and the terms. If No, still include the types and terms of your extended warranty plans.
7. Do you offer green options for hydraulic fluids? Yes_____ No_____. If yes, please provide specifications for the fluid.
8. For the products that are not an "all in one" product, please describe the ordering process including locations where products are assembled and if chassis is provided by your company, whether or not the chassis is new and if not then how the chassis selection process is made and by whom, the customer or your company.
9. Please provide your parts return policy as well as any restocking fee for parts incorrectly ordered by the customer.
10. Central Purchasing is very limited in the marketing of products to the government entities across the state. Please describe your plan for marketing your products to the government entities. (trade shows, government employee organizations, publications, etc.)

Past Performance Verification SW195

Supplier is to have this filled out by 3 separate government contract clients and returned with their response to the solicitation. Failure to submit this for 3 clients will result in your response not being considered.

Date: _____

Name: _____
(Name and title)

Phone: _____ Fax: _____

Subject: Past Performance Survey of: _____
(Name of Vendor requesting verification)

The State of Oklahoma is collecting past performance information on prospective vendors. The information will be used to assist the State in the selection of vendors for SW195. Rate each of the criteria on a scale of 1 to 5. Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area, leave it blank.

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.

Organization Name:			
Contract Name:		Dollar Amount:	\$
Duration of Contract (Date/Year – Date/Year):			

NO	CRITERIA	Rated	
1	Rate the Quality of customer service		
2	Rate the Professionalism of the employees including prompt response to inquiries		
3	Rate their Ability to complete deliveries on time or early		
4	Rate the Quality of products		
5	Rate their Ability to manage (includes responses and prompt payment to their merchants and subcontractors)		
6	Rate their Ability to follow the customer's delivery requirements.		
7	Rate the Supplier's geographic coverage ability to deliver to all of your locations.		

8	Rate the value-added services provided.		
9	Rate your overall satisfaction during the contract period.		
10	Rate the performance of the Supplier's products as compared to that of it's competitors.		
11	Rate the Supplier's ordering procedures.		
12	Rate the timeliness of parts delivery		

COMMENTS:

Please indicate here any special instances where the client went out of their way to help you in a situation, i.e. delivery, shipping, emergency response, special purchase.

Email of Evaluator

Signature of Evaluator