



**State of Oklahoma
Department of Central Services
Central Purchasing**

**Notice of Statewide Contract
Award**

Official signed contract documents are on file with DCS-Central Purchasing.

Contract Title: Maintenance, Repair and Operations MRO

Statewide Contract #: SW10817

Contract Issuance Date: March 1, 2010

Total Number of Vendors: 5 (For details see: Vendor Information Sheet)

Contract Period: 03/01/2010 through 03/01/2012

Agreement Period: 03/01/2010 through 03/01/16

Authorized Users: All authorized Users

Contract Priority: Mandatory

Type of Contract: Multi-Tier, Marketbasket(Tier 1), Manufacturer Discount (Tier 2), Supplier Catalog Tier 3)

DCS-CP Contact: Lisa Bradley

Phone: 1 - 405 - 522 - 4480

Title: Contracting Officer

Fax: 1 - 405 - 521 - 4475

Email: Lisa_bradley@dcs.state.ok.us



State of Oklahoma
Department of Central Services
Central Purchasing

Awarded Vendors Information

PAGE 1 OF 3

Vendor Name: Fastenal

Vendor ID#: 0000069679

Vendor Address: Address: 2001 Theurer Blvd. PO Box 1244

City: Winona

State: MN

Zip Code: 55987

Contact Person Name: Chris Jilge

Phone #: 1 - 405 - 708 - 0844

Title: Oklahoma Government Sales Manager

Fax #: 1 - 507 - 494 - 3120

Email: cjilge@fastenal.com

Website: www.fastenal.com

Authorized Location: ☒ Locations list attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

Contract ID #: 0--2255

Delivery:

Minimum Order: N/A

P/Card Accepted ☒ Yes

☐ No

Other: Electrical, Fasteners, General Maintenance, HVAC, Janitorial Supplies, Paint & Supplies, Plumbing

Vendor Name: Gexpro

Vendor ID#: 0000270678

Vendor Address: Address: 11301 Partnership Drive; Suite E

City: Oklahoma City

State: OK

Zip Code: 73131

Contact Person Name: Eric Ridgeway

Phone #: 1 - 405 - 507 - 0430

Title: Inside Sales/Project Specialist

Fax #: 1 - 405 - 507 - 0435

Email: Eric.ridgeway@gexpro.com

Website: www.gexpro.com

Authorized Location: ☐ Locations listing attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

Contract ID #: 0-2256

Delivery:

Minimum Order: N/A

P/Card Accepted: ☒ Yes

☐ No

Other: Electrical Supplies



State of Oklahoma
Department of Central Services
Central Purchasing

Awarded Vendors Information

PAGE 2 OF 3

Vendor Name: W.W. Grainger

Vendor ID#: 0000017468

Vendor Address: Address: 4314 Will Rogers Parkway

City: Oklahoma City

State: OK

Zip Code: 73108

Contact Person Name: Kari Stoltz

Phone #: 1 - 651 - 298 - 9601

Title: Government Sales Manager

Fax #: 1 - 651 - 298 - 9663

Email: Kari.stoltz@grainger.com

Website: www.grainger.com

Authorized Location: ☐ Locations list attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

Contract ID #: 0-2268

Delivery:

Minimum Order: N/A

P/Card Accepted ☒ Yes

☐ No

Other: Electrical, Fasteners, General Maintenance, HVAC, Janitorial Supplies, Paint & Supplies, Plumbing

Vendor Name: H-I-S

Vendor ID#: 0000017468

Vendor Address: Address: 1801 W Reno

City: Oklahoma City

State: OK

Zip Code: 73106

Contact Person Name: Sean Childers

Phone #: 1 - 800 - 553 - 2077

Title: Government Sales Manager

Fax #: 1 - 405 - 232 - 2083

Email: seanc@hispaint.com

Website: www.hispaint.com

Authorized Location: ☐ Locations listing attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

Contract ID #: 0-2270

Delivery:

Minimum Order: N/A

P/Card Accepted: ☒ Yes

☐ No

Other: Paint and Supplies



State of Oklahoma
Department of Central Services
Central Purchasing

Awarded Vendor Information

PAGE 3 OF 3

Vendor Name: MSC Industrial Supply

Vendor ID#: 0000097153

Vendor Address: Address: 12211 East 52nd Street; Suite 305t

City: Tulsa

State: OK

Zip Code: 74146

Contact Person Name: Charlie Childers

Phone #: 1- 405 - 946 - 9090

Title: Account Representative

Fax #: 1- 405 - 946 - 9114

Email: childech@mscdirect.com

Website: www.mscdirect.com

Authorized Location: ☐ Locations list attached as (*attachment title*)

☐ Address:

City:

State:

Zip Code:

Contract ID #: 0-2269

Delivery:

Minimum Order: N/A

P/Card Accepted: ☒ Yes

☐ No

Other: Electrical Supplies, Fasteners, General Maintenance, HVAC, Janitorial Supplies,. Paint and Supplies, Plumbing Supplies

A. SW10817 CONTRACT TERMS AND CONDITIONS

A.1. Contract Term and Renewal

- A.1.1.** Contract Term: The initial contract period is for two (2) years with the option to renew for two additional two-year periods, with the caveat that State agencies may not make any funding obligations beyond a twelve month period. Initial contract period will be: March 1, 2010 through March 1, 2012.
- A.1.2.** Contract Renewal: Exercise of the renewal option is at the State's sole discretion and shall be conditioned, at a minimum, on the Contractor(s)' performance of this Contract and subject to the availability of funds. The State, if it desires to exercise its renewal option, will provide written notice to the Contractor(s) no later than thirty (30) days prior to the Contract expiration date. The renewal term shall be considered separate and shall require exercise of the renewal option should the State choose to renew this Contract.

A.2. Type of Contract

This is a contract for indefinite delivery and indefinite quantity for the suppliers/services applied.

A.3. Contract Preference

This is a mandatory contract for all State Agencies.

A.4. Extension of Contract

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

A.5. Ordering

Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders by State agencies and authorized entities or by the use of Oklahoma's P-card program which is currently with MasterCard. There is no limit on the number of purchase orders 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.

A.6. Products and Services

The State of Oklahoma is expected to purchase an estimated \$10 million worth of MRO supplies annually. The subcategories of MRO supplies within the scope of this RFP are:

1. Building Materials
Including but not limited to: lumber, dry wall, flooring, etc.
2. Electrical supplies
Including but not limited to: wire, cable, connectors, relays, switches, fans, receptacles, circuit breakers, and fixtures, light fixtures, etc.
3. Fasteners
Including but not limited to: nuts, bolts, screws, nails, ties, washers, anchors, rivets, spacers, pins, extractors, etc.
4. General maintenance supplies
Including but not limited to: welding supplies, packaging supplies, safety supplies, etc.
5. HVAC supplies
Including but not limited to: motors, fans, ventilators, evaporation coolers/coils, condenser units, blowers, air cleaners, controls, thermostats, portable heaters, ductwork and fittings, gases, etc.
6. Janitorial supplies
Including but not limited to: plungers, trash pickers, cleaning products, mops, brooms, etc.

7. Paint and supplies
Including but not limited to: paint, brushes, scrapers, dry wall compound, masks, drop cloths, stirrers, rollers, stripping compound, sealers, trays, rollers, etc.
8. Plumbing materials
Including but not limited to: filters, faucets, pipes, clamps, seals, sink components, drains, shower and tub components, toilet seats and units, valves, repair parts, PVC pipe, copper tubing, etc.

Certain items generally considered MRO which are currently covered by other mandatory statewide contracts will be considered out of scope of this procurement effort. As of the release date of this contract, excluded items are: bulbs and lighting, hand tools, MRO services, HVAC services, traffic paints, State Use items, etc.

A.7. Purchasing Process and Pricing

Authorized Users will place their own orders with the Contractor. After Contract award, Contractor will interact with Authorized Users on a day-to-day basis for specific issues relating to delivery timeliness, product quality, returns, and similar concerns. Central Purchasing will designate a Contracting Officer who will be responsible for managing price changes, market basket modifications, and overall contract management, including addendums and Contract performance.

Each subcategory is divided into three tiers in this RFP:

Tier 1: Market Basket (fixed price portion)

Tier 2: Discounts from manufacturer list prices for selected manufacturers

Tier 3: Discounts from Contractor's list price for all other products

Authorized Users will be permitted to purchase items from Tiers 1 and 2, as well as any other items they may require from Contractor's catalog. However, Tiers 1 and 2 are intended to capture the majority of the Authorized Users' requirements. The State reserves the right to update the Tier 1 list of items at any time during the contract. The State and Contractor will negotiate in good faith a fixed price for any new Tier 1 items that will at most equal the price derived from the Tier 2 or Tier 3 pricing system. The State also reserves the right to update the Tier 2 list of manufacturers during the contract. The State and Contractor will negotiate in good faith a discount from the MSRP that will at most equal the price derived from the Tier 3 pricing system.

The Respondent should be able to provide a broad catalog or product offering within each sub-category that it is bidding on. New price lists that are released by the Contractor, subsequent to the initial price list, may include new products, but new products will be subject to the same Tier 2 or Tier 3 discounts for the appropriate manufacturer, product type, and subcategory.

A.8. Mandatory Nature of Contract

This contract will be considered mandatory use for MRO purchases by all State Agencies. The contract will not be mandatory for products that are found on other mandatory contracts or for any products distributed by State Use vendors. In addition, Authorized Users will be permitted to buy product from off-contract vendors during emergency, as defined per State statute.

A.8.1.1. Response Time: The Contractor should respond to all communications no later than one business day. Contractor's failure to respond within one business day may result in the assessment of liquidated damages in the amounts determined.

A.8.1.2. Fill Rate: The Contractor should maintain a Fill Rate of 98%. The fill rate will be calculated by each Facility, by dividing the number of line items delivered on time by the number of line items ordered for delivery during that month and multiplying the result by 100 to arrive at the percent (%) fill rate. Approved and accepted substitutions shipped and delivered on first fill will not count against fill rate; disapproved or denied substitutions or substitutions not delivered on first fill will count against fill rate. Contractor's failure to maintain a Fill Rate of 98% may result in the assessment of liquidated damages in the amounts determined.

A.8.1.3. Invoice Accuracy: The Contractor should strive to achieve invoice accuracy of 100% as measured by SKUs ordered.

A.8.1.4. Delivery Standards: After award, the Contractor and the Authorized Users should contact each other to set up a regular delivery schedule. Contractor should accommodate any required delivery frequencies, days and times, and should make every effort to accommodate Authorized Users' preferences, as stated in this document or communicated subsequent to the RFP.

Respondent should make deliveries on dates and times acceptable to Authorized Users. If a regular delivery day falls on a State holiday, Authorized Users and Contractor may determine an alternate date.

The Contractor should deliver the Products by the delivery date specified in any executed Attachment, Appendix, or Order referencing the Agreement. The Contractor should ensure Delivery Date standards are met 97% of the time.

Most facilities require inside delivery. Contractor should unload products and deliver to specified interior locations at no additional charge, if Authorized User requires inside delivery. To expedite delivery, Contractor's delivery trucks should be equipped for varying dock heights.

Deliveries should be complete by the delivery date noted on the order, unless otherwise modified by mutual consent of the Authorized User and Contractor. Should an emergency situation occur, causing a delivery to be delayed until after Authorized User's normal delivery hours, Contractor should contact the Authorized User by phone no less than one (1) hour before the end of Authorized User's normal receiving time for late delivery approval.

Contractor is responsible for rescheduling delivery to a time acceptable to Authorized User at no charge. If there is no mutually acceptable date and time to reschedule, or if a late delivery means Authorized User should procure products elsewhere, Authorized User may cancel all or a portion of the late delivery at no charge.

Poor planning by Contractor does not constitute an emergency, nor do delays caused by other customers on a delivery route. Authorized User will have final determination of whether or not to accept late deliveries.

A.8.1.5. Palletized Delivery Requirements: Some facilities do not accept palletized deliveries. Others have size restrictions or maximum height requirements. Authorized Users will alert Contractor to special requirements while or before placing their first order. Contractor should not use any State equipment, including pallet jacks, to unload deliveries.

If product(s) is on a pallet, all package labels should be visible on the outside of the pallet. Contractor should load products onto pallets putting like items together on the same pallet, heavier items on the bottom of the pallet. Fragile items should not be put on the bottom of a pallet.

Pallets of same quality may be exchanged at time of delivery. That is, pallets from previous deliveries may be returned to delivery driver. However, pallets used for current delivery may not be returned if product is not unloaded immediately, at the Authorized User's discretion.

A.8.1.6. Non-Delivery: After notification of impending short or out-of-stock items, Authorized User may cancel balance of incomplete deliveries without penalty. Authorized User may purchase shorted items that cannot be supplied by the Contractor by date required elsewhere. Contractor will be liable for the difference in unit price between the contract price and the price of such emergency purchases.

Such charges may be deducted from invoices payable to Contractor. Any amount outstanding over and above the amounts deductible from invoices may be credited to the account of an Authorized User of the State's choosing.

A.8.1.7. Overall Customer Satisfaction: Contractor should develop a plan to conduct a quarterly survey of end-users to determine the level of customer service satisfaction experienced by Authorized Users, and should conduct such a survey upon request from the Contracting Officer. Both the raw and analyzed survey results should be

provided to the Contracting Officer. The following includes some of the areas to be measured on the survey: Responsiveness, Communication, Courtesy, Competence, Effectiveness, and Overall Satisfaction.

- A.8.1.8.** Ordering Methods: Contractors should have a local Oklahoma telephone number or a toll free (800) number. Each Authorized User will be responsible for placing its own orders, which may be accomplished by written purchase order, telephone, fax or computer on-line systems. The State encourages Contractors to have online ordering capabilities, such as a dedicated State website, to facilitate online orders. In the response, please include screenshots of the relevant web interface.
- A.8.1.9.** Payment Options: Authorized Users will pay the Contractor by check, electronic funds transfer, or with the State's authorized P-card. The State currently uses a MasterCard branded P-card.
- A.8.1.10.** Freight Policy: All shipments should be F.O.B. Destination to the specified location, with inside delivery if requested. Contractor is responsible for filing and expediting all freight claims with the carrier. The Contractor should pay title and risk of loss or damage charges.
- A.8.1.11.** Rush Delivery: Respondents should be able to provide Rush Delivery to Authorized Users within a 24 hour window.
- Emergency/rush delivery requiring special shipping and handling will be at Authorized Users' expense (with prior approval from the Authorized User). Rush delivery that occurs as a result of the Contractor's error will be free of charge.
- A.8.1.12.** Shipping: The State is committed to recycling and reuse of packaging materials. Some Authorized Users may also require shrink wrapping. Authorized Users will inform Contractor of any such requirements.

All hazardous materials should be shipped per all Federal and State regulations.

All products should be shipped in a manner which will enable the receiving person(s) to easily check the shipment with the invoice. All individual units of measure (such as cases, rolls, pallets etc.) should have a clearly visible "vendor product label" containing the following fields:

- Vendor product number
- Manufacturer product number
- Qty per UOM (e.g. 2400/ case)

Respondents are also requested to provide the number of cases of similar items if possible. (e.g. if 5 cases of drop cloths, then label should indicate case 1 of 5, case 2 of 5 and so on.)

A packing slip should also be included with each shipment, which should include at least the following information in no particular order:

- Customer/ Authorized User account number
- Customer/ Authorized User name (constituency description)
- Customer/ Authorized User address
- Ship date
- Purchase order number (or purchase method and user name, if there is no purchase order)
- Vendor product number per line item
- Line item description
- Quantity ordered
- Quantity included in shipment
- Unit price

- Any back order items

Any shipping containers which are not properly marked as per the instructions above can be cause for automatic rejection.

- A.8.1.13.** Return of Product: Any materials delivered in poor condition, in excess of the amount authorized by the requisition form or not included on the requisition form or purchase order may, at the discretion of the Authorized Users, be returned to the Contractor at the Contractor's expense within 30 days. Credit for returned goods shall be made immediately once the Contractor receives the returned goods.

If any product is returned to a Contractor for failure of performance, the Contractor will, at the State's discretion, refund all amounts paid to the Contractor for such product or replace the product, and the following shall apply:

Within twenty (20) days of written notification by the Authorized User, the Contractor should make arrangements for the return of the product.

The Contractor should bear all shipping and insurance costs.

Contractor should be liable for damages to the product, unless caused by fault or negligence of the Authorized User that occur during the return process.

- A.8.1.14.** Returns Due to User Error: Contractor should provide for return of unopened items ordered in error for up to 30 calendar days from delivery. For all returns of unopened items or returns due to user error, returns should be provided free-of-charge as long as they occur at a regularly-scheduled delivery time. Otherwise, Authorized Users should be responsible for all costs associated with the preparation of the product for shipping, and all shipping costs to the Contractor's nearest service location for such returns; no additional charges are allowed, including restocking fees.

Contractor should issue a credit to Authorized User's account as soon as items have been received by the Contractor.

- A.8.1.15.** Post-Order Customer Service: The Contractor should provide each of the designated Authorized Users a single point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative should be available during standard business hours in the Central time zone, regardless of the time zone where Contractor is located. All service representatives should have access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, statewide contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by email, fax, or phone (local or 800 number).

- A.8.1.16.** Price Verification: The Contractor should be able to provide manufacturer price lists and its own list price lists at the State's request in order for the State to verify Tier 2 and Tier 3 pricing. The Contractor should have its own auditing system to verify that correct pricing is being offered to the State. In addition, the State reserves the right to audit Contractor records in order to identify discrepancies. If discrepancies are found, at a minimum, the Contractor will refund the State the difference and may be subject to other legal remedies.

- A.8.1.17.** Respondents should offer all rebates and special offers (including commercial and consumer offers) made available by the manufacturer, in addition to contracted pricing.

- A.8.1.18.** Quality Assurance and Warranty Guarantee: The Contractor should guarantee its products to be free from defects in materials and workmanship, given normal use and care, over a minimum of the manufacturer's warranty period. The Contractor should agree to repair and/or immediately replace without charge (including freight both ways) to Authorized Users any product or part thereof that proves to be defective or fails within the warranty period as specified.

- A.8.1.19.** Product Availability: The State should not allow any cancellation of Tier 1 products without an equal and acceptable replacement approved by the Contracting Officer. Contractors should communicate manufacturer's discontinuation of any products to

the Contracting Officer in writing within five (5) business days of notification by manufacturer. In such instances, Contractors should work with the Contracting Officer to identify and implement alternative options that will maintain or reduce costs associated with the replacements. Contractors should be prepared to offer detailed quarterly reports if requested by the State, displaying removed SKUs off of Market Basket and suggested replacements. Contractors should offer suggested replacements of discontinued products at least 30 days prior to substitution, including replacement product number, description, and final price.

A.8.1.20. Emergency Product Substitutions and Out-of-Stock Items: If necessary to complete a shipment on time, Contractor may request a product substitution. The product substituted should be of equal or larger quantity, equal or better quality and/or grade, at no additional cost, and the Authorized User should accept the substitution in writing (email is acceptable) prior to delivery. Invoices shall denote all items and quantities as ordered. Any shorted items shall be noted as "out-of-stock."

A.8.1.21. Receiving Procedures and Order Inspection: State personnel may inspect and verify deliveries. Products may be matched against the packing slip and order specifications. Authorized Users may identify and reconcile delivery discrepancies of quantity or quality after delivery. Product delivered will also be inspected at time of use and is subject to refusal/return for issues of quality.

Any cases damaged during loading or delivery will be rejected. Contractor should replace with like or acceptable product at no charge within two business days of notice.

When receiving deliveries, Authorized Users may:

- Inspect each item at the time of receipt
- Note any count discrepancies and visible damage on the Contractor's packing slip. Discrepancies or damages noted should be initialed by the Contractor's delivery agent
- If, upon inspection at the time of receipt, products are found to be in unacceptable condition, Authorized User may refuse delivery and note reason on delivery receipt. Contractor's delivery agent shall initial any such notes
- When satisfied that the shipment is in proper order and/or all discrepancies have been properly noted and initialed, the receiving person shall sign the Contractor's packing slip and retain a copy for their records
- Authorized Users reserve the right to reject all or part of a delivery

Contractor should allow ample time for these procedures at each delivery location.

A.8.1.22. Invoice Requirements: All invoices should reflect the prices and discounts established for the items on this contract for all orders placed by Authorized Users.

Before payment is made, the State will verify that all invoiced charges are correct as per the Contract(s). Only properly submitted invoices will be officially processed for payment. Prompt payment requires that your invoices be accurate, clear and complete in conformity with the instructions below. All invoices must be itemized showing:

- Contractor name
- Remit to address
- Purchase order number (or purchase method and user name, if there is no purchase order)
- Invoice Number
- Release number if given
- Date of order/ release
- Item manufacturer's name or abbreviation (if applicable)
- Complete item description

- Unit of measure
- Quantity per UOM
- Manufacturer's product number
- Contractor's catalog and/or stock numbers
- Contract price
- Quantity shipped
- Extended prices
- Shipping charges (if applicable)
- Discounts
- Agency Name
- Purchaser name
- Account number
- Invoice total

Respondent should provide original invoice and requested number of copies to the designated accounts payable representative(s) or address (s) for each Authorized User.

Each invoice should contain only those products covered by the purchase order or other purchase method designated on that invoice. Invoices that have pricing other than approved contract pricing will not be considered valid invoices.

A.8.1.23. Contractor's Report of Sales: The vendor should submit reports monthly and quarterly. If monthly, the report shall be received by the Agency within 15 calendar days after the last day of the month, if quarterly, the report shall be received within 30 calendar days following the reporting period described herein.

The template in Excel format for the report will be provided after the contract is awarded. Specifically, the data fields to be reported for each item purchased are:

- Name of Agency / Institution / Municipality / Public Body making the purchase
- Purchase Order Number
- Purchasing card purchase? (Y/N)
- Order date
- Invoice number
- Invoice date
- Product Subcategory (per the categorization listed in the RFP)
- Product Tier (1, 2, or 3)
- Manufacturer Name
- Manufacturer SKU or Product Code
- Contractor Product Number
- Product Description
- Product Unit of Measure (UOM)
- Number of Items per UOM
- Quantity of UOM Ordered
- Unit Price
- Manufacturer's List Price

- Tier 2 Discount (if Tier 2 item)
- List Price (if Tier 3 item)
- Tier 3 Discount (if Tier 3 item)
- Extended Price

A.8.1.24. Additional Reporting: Minimally, the Contractor should be able to produce upon request:

Annual, semi-annual or quarterly customized reports on purchases of certain products to assist the State with any environmental compliance and reporting. The reports are to include (as applicable): ship to address, chemical name, CAS number, and concentration of each chemical component, MSDS information, manufacturer and manufacturer's stock number.

Periodic reports identifying the Contractor's fill rate and performance against other metrics

A.8.1.25. Complaint Resolution Procedure: The Contractor should have a robust complaint resolution procedure and a clear hierarchical path a complaint takes.

A.8.1.26. Lock-out Items: MRO supplies designated as "lock out" items are items that cannot be purchased from this contract by State Agencies (purchase by cities, counties, school districts, etc. is not restricted). These items may be items that are available under other mandatory State contracts, State Use Industries, etc. The Contractor(s) should inform end users that they are not able to purchase any "lock out" item from the Contract. The State will provide the product descriptions of items required to be locked out during the initial contract implementation period. The State will require the Contractor to implement a program for lock-out items, including blocking such orders online.

A.8.1.27. Disaster Recovery: The State expects the Contractor to have robust disaster recovery capabilities and procedures, to continue service in all aspects of its operations. Contractor shall provide a copy of such a plan in the response. A more detailed disaster/emergency plan must be completed and approved by the State within thirty (30) days of Contract award.

A.8.1.28. Contract Usage: Responses should cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful vendor(s). In the response, respondents are required to indicate whether their response (1) permits usage by entities other than State Agencies or (2) permits usage by State Agencies only.

A.8.1.29. Contractor's Representative: Contractor's representative should be available to meet at least quarterly with Authorized Users who request it, in order to discuss contract concerns. Contractor's representative should be available upon request of the Contracting Officer to evaluate contract implementation and performance, and to identify continuous improvement opportunities or market changes.

A.8.1.30. Catalogs: Contractor should have web based catalog(s) and deliver hard copies, CD-ROM, or electronic media copies of the most current catalog to each Authorized User upon request. Contractor should provide Contracting Officer with an electronic copy of its most recent catalog within five (5) business days of publication.

A.8.1.31. MSDS Database: Contractor should provide electronic access to MSDS information via at least one of the following options:

Provide all Authorized Users access to Contractor's MSDS database via the internet at no additional cost.

Provide the complete MSDS database on CD ROMs at no cost.

- A.8.1.32.** Marketing: Contractor should assist the Contracting Officer in preparing marketing tools to promote the contract relationship, but be aware that inappropriate marketing communications sent directly to Authorized Users will not be permitted. All marketing materials should be approved in advance by the Contracting Officer. Contractor should arrange for product demonstrations, product literature, and other informational support when requested by the Contracting Officer. Please describe in detail your marketing approach.
- A.8.1.33.** Training: Contractor should provide any necessary training for Authorized Users on, at a minimum, the following topics: catalog access, order placement, and invoice processing. All training shall be coordinated through the Contracting Officer or Authorized Users. Please describe in detail your approach.
- A.8.1.34.** Disasters and Emergencies: In the event of a disaster or other emergency at an Authorized User location (such as severe damage or destruction of a storage facility or other building), Contractor should provide delivery as soon as possible, or within 24 hours after receipt of order to the affected facilities, including weekends, except where the Contractor's ability to perform is impaired by the same disaster or emergency, in which case delivery schedule will be mutually agreed upon. A detailed disaster/emergency plan must be submitted to the Contracting Officer within 30 days of Contract award for approval.
- A.8.1.35.** Shipments should be made using vehicles owned and/or managed by the Contractor or by common carriers with parcel tracking abilities.
- A.8.1.36.** In-Store Purchases: If the Contractor operates or has special arrangements with brick-and-mortar stores in the State of Oklahoma, the Contractor should extend contract pricing for in-store purchases. The Contractor will be expected to formulate a method to identify an Authorized User as such so that contract pricing will be made available for in-store purchases during check out. Please describe this in detail.
- A.8.1.37.** Geographic Coverage: The State expects the Contractor to provide services in as many parts of the State of Oklahoma as possible. In the response, the Contractor should indicate the parts of the State that they can serve:
- Southwest Oklahoma (defined as areas south of I-40 and west of I-35)
 - Southeast Oklahoma (defined as areas south of I-40 and east of I-35)
 - Northwest Oklahoma (defined as areas north of I-40 and west of I-35)
 - Northeast Oklahoma (defined as areas north of I-40 and east of I-35)

A.8.1.38. LIQUIDATED DAMAGES:

The State desires to contract with a vendor who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under this Contract. Therefore, the State has developed the following Key Performance Metrics (KPM) which shall be used to measure Contractor's performance and delivery of services. Note: the Contractor shall comply with all contract terms and conditions upon execution of contract.

Listed below are the KPMs deemed most crucial to the success of the overall desired service level. The Contractor shall ensure that the stated KPMs are met. When such standards are not met, liquidated damages may be assessed by the State. Liquidated Damages shall be paid upon the Contractor's receipt of notice from the State of the amount of the assessment by crediting the mutually accepted assessment amount from the Contractor's next invoice to the affected Authorized User.

A.8.1.38.1. Reporting.

- 1) For each week after the 15th of the month for which an accurate and complete usage report has not been received from the Contractor, the Contractor may be assessed liquidated damages.

2) For the second occurrence that the Contractor fails to timely provide an accurate and complete usage report, liquidated damages may be assessed per week that the report is overdue.

3) For the third occurrence that the Contractor fails to timely provide an accurate and complete usage report, liquidated damages may be assessed per week that the report is overdue.

A.8.1.38.2. Response Time

If the Contractor does not respond to all communications within 1 business day, the Contractor may be assessed liquidated damages for each day after the 1-business day requirement.

A.8.1.38.3. Fill Rate

If the Contractor does not maintain a fill rate of 98% each month at every Authorized User facility, the State may impose liquidated damages. The damages are by facility per month.



**State of Oklahoma
Department of Central Services
Central Purchasing**

Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 03-01-2010

Statewide Contract #: SW10817

Contract Title: Maintenance, Repair and Operations (MRO)

Addendum Date: June 14, 2010

Addendum #: 1

OSF Notice to State Agencies

Prior to submission for the purchase of any telecommunication material, components or equipment from this Statewide contract, an OSF Form 115 must be submitted and approved by the Office of State Finance (OSF) (Ref: State Statue §62-41.5h). Telecommunication material is described as any material, components or equipment used for the installation or support of connectivity for the transmission of voice, data, video and wireless communication, networks, telecommunications or intercommunications system(s) owned, rented or leased by the State of Oklahoma. All material requested must adhere to current Office of State Finance stands, procedures and the Building Industry Consulting Service International ("BICSI") methodology of installation. State Agencies purchasing material must ensure (in writing) that adequate warranties support and return policies will be honored by the vendor as set forth by OSF Standards. If the material purchased will be utilized by contractors, the contractors must be BICSI certified prior to the installation on State Property. BICSI manuals, and OSF standards and procedures can be viewed at 2209 N Central Avenue; Oklahoma City, OK.



**State of Oklahoma
Department of Central Services
Central Purchasing**

Statewide Contract Addendum

This addendum is added to and is to be considered part of the subject contract.

Contract Issuance Date: 03-01-2010

Statewide Contract #: SW10817

Contract Title: Maintenance, Repair and Operations (MRO)

Addendum Date: March 1, 2012

Addendum #: 2

This contract has been renewed at the same terms and conditions for a period of two additional years from all awarded suppliers.

Contract Period: 03-01-2012 through 03-01-2014.

The plumbing category was re-bid, and all MRO plumbing related purchases need to be directed to SW817-P.

Please Contact:

Lisa Bradley, CPO
Contracting Officer
(405) 522-4480
Lisa_bradley@dcs.state.ok.us

CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000017468
GRAINGER INC
4314 WILL ROGERS PKWY
OKLAHOMA CITY OK 73108-1818

[illegible]

TYPE: STATEWIDE

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	02850601 Electrical Equipment & Supplies ELECTRICAL SUPPLIES TIER 1 DISCOUNT PRICING	1.00	0.00	0.00	0.00
2	0285060120 ELECTRICAL EQUIPMENT & SUPPLIES, MRO TIER 2 PRICING	1.00	0.00	0.00	0.00
3	0285060130 ELECTRICAL EQUIPMENT & SUPPLIES, MRO TIER 3 PRICING	1.00	0.00	0.00	0.00
4	0450 Hardware and related items FASTENERS - HARDWARE TIER 1 DISCOUNT PRICING	1.00	0.00	0.00	0.00
5	0450120 HARDWARE / FASTENERS - MRO TIER 2 PRICING	1.00	0.00	0.00	0.00
6	0450130 HARDWARE / FASTENERS MRO TIER 3 PRICING	1.00	0.00	0.00	0.00
7	028501 Industrial Supplies INDUSTRIAL SUPPLIES / GENERAL MAINTENANCE TIER 1 DISCOUNT PRICING	1.00	0.00	0.00	0.00
8	0285120 INDUSTRIAL SUPPLIES - GENERAL MAINTENANCE - MRO TIER 2 PRICING	1.00	0.00	0.00	0.00
9	0285130 INDUSTRIAL SUPPLIES /GENERAL MAINTENANCE- MRO TIER 3 PRICING	1.00	0.00	0.00	0.00
10	0031 Air conditioning, heating, and ventilating: equipment, parts and accessories HVAC SUPPLIES TIER 1 DISCOUNT PRICING	1.00	0.00	0.00	0.00
11	0031120 HVAC SUPPLIES - MRO TIER 2 PRICING	1.00	0.00	0.00	0.00

Final = The price is final after adjustments
Hard = Apply adjustments regardless of other adjustments
Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature

CONTRACT

State of Oklahoma

Vendor ID 0000017468
GRAINGER INC
4314 WILL ROGERS PKWY
OKLAHOMA CITY OK 73108-1818

Dispatch via Print

Contract ID		Page	
0000000000000000000000002081		2 of 2	
Contract Dates	Currency	Rate Type	Rate Date
03/01/2010 to 03/01/2012	USD	CRRNT	PO Date
Description:		Contract Maximum	
SW10817 - MRO		0.00	

TYPE: STATEWIDE

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
12	0031130 HVAC SUPPLIES - MRO TIER 3 PRICING	1.00	0.00	0.00	0.00
13	0485 Janitorial supplies, general line JANITORIAL SUPPLIES TIER 1 DISCOUNT PRICING	1.00	0.00	0.00	0.00
14	0485120 JANITORIAL SUPPLIES - MRO TIER 2 PRICING	1.00	0.00	0.00	0.00
15	0485130 JANITORIAL SUPPLIES - MRO TIER 3 PRICING	1.00	0.00	0.00	0.00
16	063001 Paint and Painting Supplies PAINT AND SUPPLIES TIER 1 DISCOUNT PRICING	1.00	0.00	0.00	0.00
17	06301120 Paint and Painting Supplies - MRO TIER 2 PRICING	1.00	0.00	0.00	0.00
18	06301130 Paint and Painting Supplies - MRO TIER 3 PRICING	1.00	0.00	0.00	0.00
19	0670 Plumbing equipment, fixtures, and supplies PLUMBING SUPPLIES TIER 1 DISCOUNT PRICING	1.00	0.00	0.00	0.00
20	0670120 PLUMBING EQUIPMENT, FIXTURES, SUPPLIES - MRO TIER 2 PRICING	1.00	0.00	0.00	0.00
21	0670130 PLUMBING EQUIPMENT, FIXTURES, SUPPLIES - MRO TIER 3 PRICING	1.00	0.00	0.00	0.00

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Authorized Signature

CONTRACT

State of Oklahoma

Dispatch via Print

Vendor ID 0000270678
GENERAL SUPPLY & SERVICES INC
DBA GEXPRO/GE SUPPLY
11301 PARTNERSHIP DR STE E
OKLAHOMA CITY OK 73131-6519

Contract ID		00000000000000000000000002082		Page 1 of 1	
Contract Dates		03/01/2010 to 03/01/2012		Currency	USD
Description:		SW10817 - MRO		Rate Type	CRRNT
				Rate Date	PO Date
				Contract Maximum	0.00

TYPE: STATEWIDE

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	02850601 Electrical Equipment & Supplies ELECTRICAL SUPPLIES TIER 1 DISCOUNT PRICING	1.00	0.00	0.00	0.00
2	0285060120 ELECTRICAL EQUIPMENT & SUPPLIES, MRO TIER 2 PRICING	1.00	0.00	0.00	0.00
3	0285060130 ELECTRICAL EQUIPMENT & SUPPLIES, MRO TIER 3 PRICING	1.00	0.00	0.00	0.00

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Authorized Signature

Authorized Signature 

CONTRACT
State of Oklahoma

Vendor ID 0000069679
FASTENAL COMPANY INC
2001 THEURER BLVD
PO BOX 1244
WINONA MN 55987-7244

Dispatch via Print

Contract ID		Page	
00000000000000000000000002080		1 of 2	
Contract Dates	Currency	Rate Type	Rate Date
03/01/2010 to 03/01/2012	USD	CRRNT	PO Date
Description:	Contract Maximum		
SW10817 - MRO	0.00		

TYPE: STATEWIDE

Tax Exempt? Y Tax Exempt ID:736017987

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5	0450120 HARDWARE / FASTENERS - MRO TIER 2 PRICING	1.00	0.00	0.00	0.00
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Authorized Signature _____

CONTRACT
State of Oklahoma



CONTRACT

State of Oklahoma

Vendor ID 0000097153
SID TOOL CO INC
MSC INDUSTRIAL SUPPLY
1211 EAST 52ND ST STE 305
TULSA OK 74146

Dispatch via Print

Contract ID 000000000000000000002079
Contract Dates 03/01/2010 to 03/01/2012 Currency USD
Description: SW10817 - MRO
Rate Type CRRNT Rate Date PO Date
Contract Maximum 0.00

TYPE: STATEWIDE

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Amt	Maximum / Open Qty	Amt
1	02850601 Electrical Equipment & Supplies ELECTRICAL SUPPLIES TIER 1 DISCOUNT PRICING	1.00	0.00	0.00	0.00
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3	0285060130 ELECTRICAL EQUIPMENT & SUPPLIES, MRO TIER 3 PRICING	1.00	0.00	0.00	0.00
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Authorized Signature

CONTRACT
State of Oklahoma

Vendor ID 0000097153
SID TOOL CO INC
MSC INDUSTRIAL SUPPLY
1211 EAST 52ND ST STE 305
TULSA OK 74146

Dispatch via Print

Contract ID		Page	
0000000000000000000000002079		2 of 2	
Contract Dates	Currency	Rate Type	Rate Date
03/01/2010 to 03/01/2012	USD	CRRNT	PO Date
Description:		Contract Maximum	
SW10817 - MRO		0.00	

TYPE: STATEWIDE

Tax Exempt? Y Tax Exempt ID:736017987

Line #	Item ID/Item Desc	Minimum Order Qty	Order Amt	Maximum / Open Qty	Open Amt
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14	0485120 JANITORIAL SUPPLIES - MRO TIER 2 PRICING	1.00	0.00	0.00	0.00
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21	0670130 PLUMBING EQUIPMENT, FIXTURES, SUPPLIES - MRO TIER 3 PRICING	1.00	0.00	0.00	0.00

COMMENTS:

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Skip = Skip adjustments if any other adjustments have been applied

Authorized Signature



State of Oklahoma

SW10817 Maintenance, Repair and Operations (MRO) Contract

User's Guide

Primary Point of Contact:
Lisa Bradley, CPO
Contracting Officer
Phone: 405-522-4480
Email: Lisa_bradley@dcs.state.ok.us

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Category Descriptions 3

Explanation of Tier Pricing 4

How to use the Pricing Grids..... 5

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Green Initiatives 5

Emergency Preparedness 5

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Overview

This contract is for routine and planned maintenance projects. Due to new Oklahoma legislation, House Bill 1032, the Oklahoma State Government Modernization Act of 2009, shifts the focus of the Department of Central Services from an agency that primarily processes purchases to one that applies more strategy in managing the state's purchasing.

Many of these commodity areas, Electrical, Plumbing, HVAC, Fasteners, Paint, General Maintenance, and Janitorial Supplies, have not been under a managed spend initiative. By mandating State Agencies to use this contract, the State will have better tools to negotiate the highest level of savings. The reduction of acquisition costs will decrease, as negotiated prices have already been set for the State's end user. The reduction of labor hours, and savings from frequent trips in State owned vehicles will increase the total savings.

Category Descriptions

Electrical Supplies

Including but not limited to: wire, cable, connectors, relays, switches, fans, receptacles, and circuit breakers, light fixtures, etc.

Fasteners

Including but not limited to: nuts, bolts, screws, nails, ties, washers, anchors, rivets, spacers, pins, extractors, etc.

General Maintenance Supplies

Including but not limited to: welding supplies, packaging materials, safety items, fire extinguishers, ladders, etc.

HVAC Supplies

Including but not limited to: motors, fans, ventilators, evaporation coolers/coils, condenser units, blowers, air cleaners, controls, thermostats, portable heaters, ductwork and fittings, gases, etc.

Janitorial Supplies

Including but not limited to: plungers, cleaning products, mops, brooms, trash pickers, etc.

Paint and Supplies

Including but not limited to: paint, brushes, scrapers, dry wall compound, masks, drop cloths, stirrers, rollers, stripping compound, sealers, trays, rollers, etc.

Plumbing Materials

Including but not limited to: filters, faucets, pipes, clamps, seals, sink components, drains, shower and tub components, toilet seats and units, valves, repair parts, PVC pipe, copper tubing, etc.

Certain items generally considered MRO which are currently covered by other mandatory statewide contracts will be considered out of scope of this contract. As of the contract initiation date, excluded items are: light bulbs and ballasts, hand and power tools, MRO services, HVAC services, traffic paints, etc. The State Use Program mandatory contract item listings carry precedence over this contract. Safety Gloves, Air Filters, and some paper products, etc.

Building Materials will be covered under a separate contract, as there was not sufficient product and geographical coverage addressed in the initial solicitation.

Explanation of Tier Pricing

This contract is priced on a multi-tier pricing format.

Tier 1:

Market Basket (fixed price portion). The items listed in Tier 1 pricing grid are some of the State's most commonly used items. Pricing for items on the market baskets will remain fixed pricing for the first twelve (12) months of the contract. After the initial first year, the State will analyze the most frequent purchases, and negotiate better pricing on these items from all awarded vendors.

Tier 2

The discounts offered for Tier 2 is listed by manufacturer. This is intended to carry a broad scope of products, which are not identified in Tier 1 pricing grids. End user's may order by manufacturer listed discount rate.

Tier 3

This pricing tier will cover items which are not covered under Tier 1 or Tier 2 pricing grids. This Tier will cover all items from the awarded suppliers catalog or website. The discount rate is stated in the Tier 3 pricing grid sheet.

How to use the Pricing Grids

It is the intention that this pricing structure will ensure that all users may purchase the required items they specifically need and that the items will be supported by discounted pricing.

Each category has its own pricing grid. The pricing grid shows all awarded suppliers pricing. These grids are in Excel format, Office 2007 (xlsx) and Office 97 – 2003 (xls). The pricing excel spreadsheet is intended to be maximized. If the sheet is not maximized, the individual tabs at the bottom of the listing will not be visible and these carry additional pricing and/or discounts.

The Tier 1 listing should be reviewed first. If your item is not listed, (the pricing grid is searchable), and you have the manufacturer name, check on tier 2 discounts tab to see if it listed. Tier 3 should be used if the item has not been addressed, and covers everything on the vendors' website and/or catalog.

Each category has shipping information and additional discounts and initiatives listed on the bottom tabs. Standard delivery is included in all pricing quoted.

Supplier Website

All awarded suppliers will provide the State of Oklahoma a custom website. Each user will need to establish an individual user id and/or password to receive the contract pricing. The websites are still under construction at this time. Further information and training will be provided at the completion of this process

Green Initiatives

All awarded suppliers have a dedicated information process to ensure the State of Oklahoma receives the best in environmental protective products and practices. These initiatives can be discussed directly with the awarded suppliers, or researched on the respective websites.

Emergency Preparedness

All awarded suppliers have provided information to assist the State in disaster recovery plans. This implies that if the State of Oklahoma is in a disaster situation, the suppliers will be available to assist in delivery of needed products after hours. By having multiple distribution centers out of the State, Oklahoma will have access to inventories not affected by the same disaster.

Urgent Purchases

This contract is written for planned and routine maintenance and repair. The Department of Central Services recognizes that urgent needs do occur. This is defined as: Immediate danger to Personnel, State Property, and Livestock. Urgent needs may be defined as running water-broken faucet or water line, broken windows, roof damage, something that cannot be ignored without causing harm to the agencies property. Urgent purchases can also be justified if the cost of utilizing a contract provider causes undue or unreasonable expenses in travel or labor for an item needed the same day to complete a project in process. Central Purchasing requests that an exemption form be completed for each purchase that was made off-contract. This exemption does not have to be requested and approved prior to the urgent need purchase. A formal emergency declaration does not have to be made.

This exemption form will document the off-contract purchase for auditing purposes, and will also identify areas/commodities which are not properly addressed in the contract. A copy of the exemption form should be attached to the end user's invoice, purchase order, or credit card reconciliation. A copy shall also be sent to the Contracting Officer responsible for this contract. The submission should be within 24 hours of the purchase. If the same item is purchased several times off-contract, then it will be identified and addressed. Please reference Attachment A for exemption form.

Please refer to your agencies internal purchasing procedures if further information is required.

Attachment A (MRO Off-Contract Purchase Log)

Maintenance, Repair, and Operations Purchase One-Time Exemption Form

This form must be completed within twenty four (24) hours following each purchase made from other than an awarded supplier. One copy must be placed in the purchase /or p-card file, and one copy must be sent to Department of Central Services, Central Purchasing Division, Attn: Lisa Bradley, Email: Lisa_Bradley@dcs.state.ok.us, or faxed to (405) 521-4475

Please complete the fields below:

Date of Purchase: _____

1 What item(s) is being purchased:

2. How long have the repairs been needed?

3. When will the repairs be performed? For example: today, tomorrow, or the upcoming weekend?

4. What will be the consequence of waiting for delivery from a contracted vendor?
Was next day / special/ rush delivery requested?

5. What vendor are you using other than an awarded vendor?

6. Was the item available from an awarded vendor: Yes _____ No _____

7. What was the total cost for this purchase? \$_____

8. Send copy of purchase receipt.

Requestor Name: _____ Date _____

Agency Name _____ Job Title _____