

Oklahoma Department of Corrections

Solicitation Cover Page

1. **Solicitation #:** 1310004166

2. **Solicitation Issue Date:** 08/04/2017

3. **Brief Description of Requirement:**

Multi-year definite quantity contract for dishmachine lease at Oklahoma City Community Corrections Center in Oklahoma City, OK.

All questions shall be made in made in writing no later than 2:00 pm CT on 08/07/2017.

All amendments shall be posted no later than 2:00 pm CT on 08/09/2017.

All questions and correspondence shall be made in writing by fax or e-mail. Questions and correspondence received by telephone will not be accepted, reviewed or responded to.

Bids are not accepted by fax or e-mail. Sealed, original, responses are required.

4. **Response Due Date**¹: 08/17/2017

Time: 2:00 PM CST/CDT

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

U.S. Postal Delivery Address: P.O. Box 18919

Oklahoma City, OK 73154-0919

Common Carrier Delivery Address: 3400 N. Martin Luther King Ave.

Oklahoma City, OK 73111-4298

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

- Invitation to Bid
 Request for Proposal
 Request for Quote

7. **Contracting Officer:**

Name: Akeya Goosby

Fax: 405-425-2574

Email: akeya.goosby@doc.ok.gov

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

² If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries



Responding Bidder Information

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

1. RE: Solicitation # 1310004166

2. Bidder General Information:

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

3. Bidder Contact Information:

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ Fax #: _____
Email: _____ DUNS Number: _____

4. Oklahoma Sales Tax Permit¹ (Required for all solicitations):

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. Registration with the Oklahoma Secretary of State (Required if bid response exceeds \$25,000):

- 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 (Required for all solicitations, even out-of-state suppliers):

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
- YES -- Include certificate of Non-Coverage in compliance with 85A O.S. § 36. For additional assistance: <https://ok.gov/wcc> or (405) 522-3222.
- NO -- Suppliers who are registering to do business with the State of Oklahoma or bidders responding to open solicitations and who meet the criteria of being exempt from the Administrative Workers' Compensation Act must submit a written, signed and dated statement on letterhead stating the reason for the exempt status. Exemptions to the Administrative Workers' Compensation Act can be found at 85A O.S. § 2(18)(b)(1-11).

7. General Liability and Automotive Insurance (Required if supplier is providing a service on DOC property)

- Include a certificate of insurance with the bid.

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>
OMES-FORM-CP-076 (10/2016)

STATEMENT OF EXEMPTION

DATE: _____

FROM: _____
Legal Business Name

SUBJECT: OKLAHOMA SALES TAX EXEMPTION

REF: OKLAHOMA ADMINISTRATIVE CODE 710:65

I hereby claim exemption of the Oklahoma Sales Tax Code. Vendor must state the reason below for claiming exemption.

The Oklahoma Tax code can be found at
<http://www.tax.ok.gov/rules/rules.html>.

Signed

Printed Name

SECRETARY OF STATE STATEMENT OF EXEMPTION

DATE: _____

FROM: _____
Legal Business Name

SUBJECT: SECRETARY OF STATE EXEMPTION

REF: OKLAHOMA ADMINISTRATIVE CODE 580:16

I hereby claim exemption of the Oklahoma Secretary of State. Vendor must state the reason below for claiming exemption.

For additional assistance: <http://www.sos.ok.gov> or 405-521-3911.

Signed

Printed Name



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

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

Agency Name: Department of Corrections Agency Number: 131

Solicitation or Purchase Order #: 1310004166

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



Supplier Contract Certification

Solicitation or Purchase Order #: 1310004166

Supplier name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email address: _____

A. In accordance with 74 O.S. § 85.42, the supplier named herein 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.

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined in 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the supplier named herein further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Supplier Authorized Representative Signature _____
Date

Supplier Authorized Representative Printed Name _____
Title



ADDENDUM 1 TO STATE OF OKLAHOMA CONTRACT WITH RESULTING FROM SOLICITATION NO. 13100 04166

Agency Name: Department of Corrections Agency Number: 131

This Addendum 1 ("Addendum") is an amendment to the contract awarded to in connection with Solicitation 13100 04166 ("Solicitation") and is effective

Recitals

Whereas, the State issued a Solicitation for proposals to provide, dishmachine lease at OKCCCC, as more particularly described in the Solicitation;

Whereas the State wishes to amend payment terms and add an additional term to said Solicitation.

Now, therefore, in consideration of the foregoing and the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties agree as follows:

1. Addendum Purpose.

This Addendum memorializes the agreement of the parties with respect to amendment of the payment terms of the Solicitation.

2. Invoicing and Payment.

The Invoicing and Payment provision in the Contract will be replaced with the following provision.

Invoicing and Payment: Payment terms will be Net 45.

3. Early Payment Discount.

The Early Payment Discount provision will be added to the Contract as follows:

Additional terms shall be no less than 10 days increasing in 5 day increments up to 30 days. Supplier will provide a discount of _____ percent for Net 10, a discount of _____ percent for Net 15, a discount of _____ percent for Net 20, a discount of _____ percent for Net 25, and a discount of _____ percent for Net 30. The date from which discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

State of Oklahoma

By: _____ Name: _____ Title: Administrator of General Services Date: _____

By: _____ Name: _____ Title: _____ Date: _____



SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

Dispatch via Print

Department of Corrections
DEPARTMENT OF CORRECTIONS
3400 MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 73111-4298

Request Quote ID.	Date	Buyer	Page
1310004166	07/20/2017	Akeya Goosby	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	08/04/2017 09:48 AM	08/17/2017 02:00 PM	

Requisition Number Reference: From Req ID - 1310019156

Ship To: DEPARTMENT OF CORRECTIONS
OKLA CITY CCC
315 W I-44 SERVICE RD
OKLAHOMA CITY OK 73118

Bill To: DEPARTMENT OF CORRECTIONS
OKLA CITY CCC
315 W I-44 SERVICE RD
OKLAHOMA CITY OK 73118

Supplier:

Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	48101615 / 1000013301 RENTAL:Dishwashers	12	MO		XXXXXXXXXXXXXXXXXXXX

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

Bidder sign above



SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

Dispatch via Print

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DEPARTMENT OF CORRECTIONS
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OKLAHOMA CITY OK 73111-4298

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OKLAHOMA CITY OK 73118

Supplier: _____
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
------	-------------------------	------	-----	-----------	-----------

OKCCCC
Dishmachine Lease. Ecolab ES-4000 or an approved equal.

1st year pricing @ \$ _____ per mo

2nd year pricing @ \$ _____ per mo

3rd year pricing @ \$ _____ per mo

4th year pricing @ \$ _____ per mo

5th year pricing @ \$ _____ per mo

Minimum specifications:
All new equipment

The equipment shall allow Operation only when all doors are fully closed and instantly shut off when the doors are opened.

Vendor shall deliver and install equipment on or before November 1, 2017

The dish machine will include installation of machine with anti theft devices in a correctional facility. The equipment shall have capability of handling an average of 810 meals per day.

Contractor shall provide 24/7 on-call maintenance support on installed equipment and shall include delimiting of the machine as necessary. Response time shall not exceed 4 hours and the contractor shall provide the institution with 24 hour emergency contact phone numbers. The vendor will replace the dishmachine with new equipment should the machine break down more than 3 times in any 90 day period.

Cost of maintenance shall be included in the lease price.

Minimum specifications: Electrical requirements: 120 volt/60 hertz/single phase, electric tank heat, high temperature sanitizing rinse capable of at least 40 racks per hour with high temperature of between 120F and 140F degrees. A 16 inch clearance to allow for larger dishwares. Self draining stainless steel pumps and impellers, machine shall have left to right feed operation with the ability to change direction if required. An incoming water pressure regulating kit shall also be provided with machine.

The contractor must ensure all service technicians providing maintenance are certified on the installed equipment.

The dish machine must meet requirements as posted in OP-070201, IV, E.

Sanitation and Care of Eating Utensils

01) Dishwashers attached with a chemical type system must maintain a minimum wash cycle of 52 seconds and the minimum rinse of 25 seconds with the following wash temperatures and minimum chemical concentration:

- a) 120-130 degrees Fahrenheit at 25 parts chemical per million
- b) 110-119 degrees Fahrenheit at 50 parts chemical per million
- c) 55-99 degrees Fahrenheit at 100 parts chemical per million

02) All other dish machines which sanitize by heat, must wash at the following temperatures:

- a) single tank, stationary rack,, single temperature
 - wash 165 degrees Fahrenheit
 - final rinse 165 degrees Fahrenheit
- b) single-cycle tank conveyor
 - wash 160 degrees Fahrenheit
 - final rinse 165 degrees Fahrenheit
- c) multi-tank conveyor

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Authorized Signature

Bidder sign above



SOLICITATION REQUEST

Request for Quote Request for Proposal Request for Bid

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Department of Corrections
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Bill To: DEPARTMENT OF CORRECTIONS
OKLA CITY CCC
315 W I-44 SERVICE RD
OKLAHOMA CITY OK 73118

Supplier: _____
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
	wash 150 degrees Fahrenheit				
	final rinse 180 degrees Fahrenheit				

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

FY 18 Definite Quantity Contract

Requested Contract Period: 11/01/2017 through 10/31/2018 with four one-year options to renew at the same terms and conditions

Requested Agreement Period: 11/01/2017 through 10/31/2022

NOTICE TO SUPPLIERS

OFFENDER CONTACT: Contractor's employees, agents, and representatives shall minimize interaction with offenders or patients, and shall report any verbal contact to DOC facility security staff before leaving the site.

SUBJECT TO SEARCH: All persons, vehicles, packages and equipment entering a DOC facility are subject to search.

CONTRABAND: Contractor's employees, agents, and representatives shall not have any weapons, tobacco products, cell phones or any item deemed by facility to be potential contraband.

TOBACCO USE PROHIBITED. The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of DOC, including parking lots owned or under the control of DOC.

TERMINATION FOR CAUSE: The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from DOC. The State may terminate the Contract for default or any other just cause upon a 30- day written notification to the supplier. 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 DOC determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

TERMINATION FOR CONVENIENCE: The State may terminate the Contract, in whole or in part, for convenience if DOC determines that termination is in the State's best interest. The agency 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 agency. 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.

FUNDING: Due to possible future reductions in State and/or Federal appropriations, the Department cannot guarantee the continued availability of funding for this contract. In the event funds to finance this contract become unavailable, either in full or in part, due to such reductions in appropriations, the Department may terminate or reduce the contract in consideration and upon notice in writing to the Vendor. The Department shall be the final authority as to the availability of funds. In the event of

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315 W I-44 SERVICE RD
OKLAHOMA CITY OK 73118

Supplier:

Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
	non-appropriation of discontinuance of funding for this contract, the Vendor will be paid for products and/or services provided up to the effective date of termination.				

This is NOT AN ORDER

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Authorized Signature

Bidder sign above

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. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by DOC or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency 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.
- 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 procuring agency 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 procuring agency.5/9/2017
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency 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 procuring agency 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 Contracts & Acquisitions Unit located at 3400 N Martin Luther King Ave, OKC, OK 73111 at the time and date specified in the solicitation as the 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. DOC 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 procuring agency 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 procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

- A.9.2.1. Any Addendum to the Contract;
- A.9.2.2. Purchase order, as amended by Change Order (if applicable);
- A.9.2.3. Solicitation, as amended (if applicable); and
- A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

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

A.10. Pricing

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

A.11. Manufacturers' Name and Approved 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. Samples

- A.12.1. Sample submission. A solicitation may specify submission of samples of the required items or products when essential to the assessment of product quality during bid evaluation. When required, samples shall be received no later than the date and time specified by the solicitation.
- A.12.2. Sample identification. The bidder shall clearly identify the sample the bidder submits by placing the bidder's name, bidder's address, bid number and closing date/time on both the sample container and on the sample shipping container.
- A.12.3. Sample costs. The bidder shall pay all costs for the sample and submission to DOC.
- A.12.4. Sample requirements. A bidder shall submit a sample that represents the quality of the whole.
- A.12.5. Sample tests. Whenever testing is deemed necessary by DOC, appropriate, standard testing procedures will be used. All samples submitted may be subject to consumption or destruction as a result of testing by DOC.
- A.12.6. Sample test costs. If the sample a bidder submits fails to meet the specification or standards the solicitation requires, the bidder shall be required to pay testing costs DOC incurs.
- A.12.7. Return of sample to bidder. If the return of samples is stipulated in a bidder's solicitation response, samples not destroyed by testing shall be returned at the bidder's expense. If the return of samples is not included in a bidder's solicitation response, samples shall become property of DOC.

A.13. Clarification of Solicitation

- A.13.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.13.2. 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.13.3. 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. DOC 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 DOC 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 DOC who signs the Contract. The Contract may be modified only through a written Addendum, signed by DOC and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the

supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

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

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. Payment terms will net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. Discounts offered must be in half or whole percent increments. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

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

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. 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 DOC 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 DOC determines that termination is in the State's best interest. DOC 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 DOC.

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

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the 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. Prison Rape Elimination Act (28 C.F.R. § 115.17 and § 115.77)

A.28.1. Any sexual assault or sexual misconducted or attempted sexual assault or sexual misconduct between the Supplier, its employees, agents or representative and an offender is expressly forbidden.

A.28.2. In addition, by accepting a contract with DOC, Supplier attests that no employee, agent or representative of the Supplier who may have direct contact with DOC offenders while performing the requirements of this contract has:

- A.28.2.1 Engaged in sexual abuse in a prison, jail, lockup, community confinement facility, juvenile facility or other institution (as defined in 42 U.S.C. 1997);
- A.28.2.2 Been convicted of engaging or attempting to engage in sexual activity in the community facilitated by force, overt or implied threats of force, or coercion, or if the victim did not consent or was unable to consent or refuse; or
- A.28.2.3 Been civilly or administratively adjudicated to have engaged in the activity described above. Any supplier who engages in sexual abuse will be prohibited from contact with offenders and will be reported to law enforcement agencies and to relevant licensing bodies.

A.28.3. Any violation of this provision will be reported to law enforcement agencies and to relevant licensing bodies and will result in the filing of criminal charges as warranted. DOC may also terminate the contract immediately when violations are found.

A.29. 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.30. 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.