

EXEMPT THREE BID CHECKLIST FOR OCI AND AGRI-SERVICES
BID REQUESTS SHALL BE OPEN NO LESS THAN A PERIOD OF 48 HOURS
DOES NOT INCLUDE TITLE 61, CONSTRUCTION AND PROPERTIES

1. _____ Specifications for product/service are non-restrictive to a certain manufacturer/brand/model number. If it is being restricted to one manufacturer/brand/model, sole brand documentation (request) attached. OMES-FORM-CP-002. Link to OMES-Central Purchasing below where forms can be located.

https://www.ok.gov/DCS/Central_Purchasing/index.html

2. _____ Fax/email confirmation sheets of notification of bid request to each supplier solicited.

3. _____ Each supplier response in writing on "Bid Confirmation Sheet" along with "Responding Bidder Information" page filled out and all applicable information provided per that form.

In order to provide a valid response, it shall be received by the requesting unit prior to the closing date/time of the bid request.

4. _____ Price quote sheet. OMES-FORM-CP-023. Each supplier that was solicited and their pricing needs to be listed. If a supplier did not provide a bid, "no bid" shall be written under the price.

5. _____ Supplier monitoring plan, if supplier is providing a service on DOC property. If not, type "N/A". Link to document available on the DOC Helpful Documents and Links website.

[https://www.ok.gov/doc/Organization/Administration/General_Services/Contracts & Acquisitions/Helpful DOC Internal Documents & Links.html](https://www.ok.gov/doc/Organization/Administration/General_Services/Contracts_&_Acquisitions/Helpful_DOC_Internal_Documents_&_Links.html)

DOC Employee Name

Title

Signature

Date

BID CONFIRMATION SHEET

OKLAHOMA DEPARTMENT OF CORRECTIONS

Acquisition exempt from Oklahoma Central Purchasing Act pursuant to 74 O.S. 85.12.32

_____ (FARM/FACTORY) DATE: _____

BID DUE DATE _____ TIME: _____

To: _____ FROM: _____
 CO: _____ PHONE: _____
 PHONE: _____ FAX: _____
 FX: _____ RE: _____

| QTY | DESCRIPTION | UNIT PRICE | TOTAL |
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****RESPONDING BIDDER INFORMATION SHEET AND OTHER FORMS, AS REQUIRED IN THIS SOLICITATION, **SHALL** BE RETURNED WITH YOUR BID****

* * * * * ALL PRICES SHALL BE F.O.B. DESTINATION * * * * *
 * * * * THIS IS NOT AN ORDER, THIS IS A REQUEST FOR QUOTE ONLY * * * * *

By signing this bid, the bidder submitting the competitive bid which is above this statement, 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 the bid; **2.** (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has 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 a 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, **(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 74 O.S. 011, Section 85.22.

BIDDERS NAME PRINTED: _____

BIDDERS SIGNATURE: _____ DATE: _____



Responding Bidder Information

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

% Bidder General Information:

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

& Bidder Contact Information:

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

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

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

4. 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).

5. 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).

6. 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

A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "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 and any other forms required by the solicitation.
- A.2.2. All bids submitted shall be subject to statutory regulations as applicable, bid specifications and all other terms and conditions listed or attached herein, all of which are made part of this invitation to bid.
- A.2.3. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted on the approved form. Any corrections to this instrument shall be initialed.
- A.2.4. Over shipments and/or substitutions are not authorized and shall not be paid for.

A.3. Solicitation Amendments

- A.3.1. 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 DOC.

A.4. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.4.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.4.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.4.1.2. 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.4.1.3. 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.4.1.2. of this certification; and
 - A.4.1.4. 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.4.2. 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.5. 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.6. Legal Contract

- A.6.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.6.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.6.2.1. Any Addendum to the Contract;
 - A.6.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.6.2.3. Solicitation, as amended (if applicable); and
 - A.6.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.6.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.7. Pricing

- A.7.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date unless otherwise noted on bid response.
- A.7.2. Bidders guarantee unit prices to be correct.
- A.7.3. 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.8. Manufacturers' Name and Approved Equivalents

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

A.9. Samples

- A.9.1. 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.9.2. 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.9.3. Sample costs. The bidder shall pay all costs for the sample and submission to DOC.
- A.9.4. Sample requirements. A bidder shall submit a sample that represents the quality of the whole.
- A.9.5. 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 results of testing by DOC.
- A.9.6. 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.9.7. 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.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. 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.