



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

**Solicitation**

**1. Solicitation #:**

**2. Solicitation Issue Date:**

**3. Brief Description of Requirement:**

**4. Response Due Date<sup>1</sup>:**

**Time: 3:00 PM CST/CDT**

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

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing  
Will Rogers Building  
2401 N. Lincoln Blvd, Suite 116,  
Oklahoma City, OK 73105

U.S. Postal Delivery:

Department of Central Services, Central Purchasing  
P.O. Box 528803,  
Oklahoma City, Oklahoma 73152-8803

**6. Solicitation Type** (check one below):

- ☐ Invitation to Bid  
☐ Request for Proposal  
☐ Request for Quote

**7. Requesting Agency:**

**8. Contracting Officer:**

Name:

Phone: (405)

Email:

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



State of Oklahoma  
Department of Central Services  
Central Purchasing

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # \_\_\_\_\_

2. Bidder General Information:

FEI / SSN : \_\_\_\_\_ VEN ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. Bidder Contact Information:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. Oklahoma Sales Tax Permit<sup>1</sup>:

☐ YES – Permit #: \_\_\_\_\_

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: \_\_\_\_\_

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

6. Workers' Compensation Insurance Coverage:

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

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers'\\_Compensation\\_Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



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

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

*A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.*

Solicitation or Purchase Order #: \_\_\_\_\_

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.

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

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## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

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

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5.** "Supplier" 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", DCS-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2.** Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. 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)", DCS-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 legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- 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", DCS-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3.** It is the Bidder's responsibility to check the DCS/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. 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 had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

## **A.6. Bid Opening**

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

## **A.7. Bids Subject to Public Disclosure**

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

## **A.8. Late Bids**

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

## **A.9. Legal Contract**

- A.9.1.** Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- 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 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, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

## **A.12. Clarification of Solicitation**

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

### **A.13. 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 580:15-4-11.

### **A.14. Award of Contract**

- A.14.1.** The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** 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 DCS website at the following link:  
<https://www.ok.gov/dcs/vendors/index.php>.

### **A.15. Contract Modification**

- A.15.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

### **A.16. Delivery, Inspection and Acceptance**

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

### **A.17. Invoicing and Payment**

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

### **A.18. Tax Exemption**

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

### **A.19. Audit and Records Clause**

- A.19.1.** 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.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven 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 three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

## **A.20. 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.21. 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.22. 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.23. Termination for Cause**

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

## **A.24. Termination for Convenience**

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.24.2.** 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.25. Insurance**

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

## **A.26. 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.27. 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) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

## **A.28. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable federal, state and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

## **A.29. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.



## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

- B.1.1.** Contract Period will be July 1, 2013 through June 30, 2014 with the option to renew for four (4) additional twelve (12) month periods at the same terms and conditions at the discretion of the agency. Agreement Period will be July 1, 2013 through June 30, 2018.

### **B.2. Indefinite Quantity**

- B.2.1.** This contract is for an indefinite quantity and the State may, or may not; buy the quantity mentioned in this contract. Vendor must clear all shipments with agency prior to shipping any portion of this contract.

### **B.3. Immediate Cancellation**

- B.3.1.** Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.

### **B.4. Deliveries Secure Facilities**

#### **B.4.1. Security**

- B.4.1.1.** Contractor's employees, agents, and representatives shall comply with all security and identification procedures at DOC facilities. DOC is responsible for alerting Contractor to these requirements prior to the commencement of work.

#### **B.4.2. Security requirements may include, but are not limited to:**

##### **B.4.2.1. Identification**

- B.4.2.1.1.** All employees, agents, and representatives of the Contractor, while working on State property, shall carry or display acceptable identification.

##### **B.4.2.2. Vehicle Security**

- B.4.2.2.1.** Drivers must turn off vehicle motors and lock cab doors whenever their truck is unattended. Trucks shall be searched prior to entry and exit, causing up to a 30 minute delay each way.

##### **B.4.2.3. Offender Contact**

- B.4.2.3.1.** 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.

##### **B.4.2.4. Subject to Search**

- B.4.2.4.1.** All persons, vehicles, packages and equipment entering a DOC facility are subject to search. Persons are typically pat searched and required to clear metal detection devices. Packages, briefcases, purses, etc., will be searched with x-ray equipment. Drug K-9 may also be used to search persons, vehicles, packages, and equipment.

##### **B.4.2.5. Contraband**

- B.4.2.5.1.** Contractor's employees, agents, and representatives shall not have any weapons (including jack knives or box cutters), cell phones, pagers, drugs, tobacco products or any item deemed by facility to be potential contraband. Correctional officers can hold these items for delivery drivers at the delivery sally-port and return them as the driver exits the grounds. Any illegal items shall not be returned and shall be reported to local law enforcement.

##### **B.4.2.6. Security Clearance**

- B.4.2.6.1.** Contractor's employees, agents, and representatives who enter secure facilities shall have prior approval to enter from facility security staff, generally involving a background check to ensure that they are not convicted felons. The Contractor shall submit background check requests a minimum of two weeks prior to arriving at the facility. At the facilities discretion, Contractor shall comply with any requests to reassign a Contractor employee, agent, or representative, whether or not the individual has passed the background check if it is determined by facility that there is a security concern.

**B.4.3. Tobacco Use Prohibited**

- B.4.3.1.** 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.

**B.4.4. Drivers and Background Checks**

- B.4.4.1.** Drivers who enter secure facilities must have prior approval to enter from security staff, generally involving a background check to ensure that they are not convicted felons. Contractor shall comply with any requests from the Contracting Officer to reassign a driver from a delivery route, whether or not the driver has passed the background check. The contractor shall submit background check requests a minimum of two weeks prior to arriving at any Oklahoma Department of Corrections (DOC) location. DOC shall provide a central office for submission of background checks. At some facilities, trucks will be searched prior to entry and exit, causing up to a 30 minute delay each way.
- B.4.4.2.** Drivers cannot have any weapons (including jack knives or box cutters), cell phones, pagers, drugs, tobacco products or any item deemed to be potential contraband. Correctional officers can hold these items for drivers at the delivery sally-port and return them as the driver exits the grounds. Any illegal items will not be returned and will be reported to local law enforcement.

**B.5. Payment**

- B.5.1.** Payment to the vendor shall be based on a rate per box, which shall be bundled to include all applicable charges and fees which the vendor intends to receive as full payment for the services and products provided in the performance of this contract. The vendor shall extend this singular rate on the invoice by the total number of boxes disposed of. The vendor shall not request remuneration for additional expenses incurred in the performance of this contract.

**B.6. Invoicing**

- B.6.1.** The vendor shall submit itemized invoices of biomedical waste boxes picked up and disposed of to the correctional center, to the attention of the health administrator, on a calendar month basis. The correctional center billing addresses are included in Attachment A. For DOC auditing and verification purposes, the contractor's invoice shall include a separate line item from each pick up made during the applicable month, including the number of boxes disposed of, extended by the rate per box. The invoice shall display a bottom line total for all the line items included. The contractor's invoice heading shall include their name, remittance address, telephone number, purchase order number and the FEI number, exactly as it appears in the contract. If the correctional center discovers errors in the billing statement, the health administrator shall return the invoice to the contractor for correction. The time clock for payment of same shall commence when the corrected billing has been received by the correctional center.

**C. SOLICITATION SPECIFICATIONS**

**C.1. Overview**

- C.1.1.** This RFP is for a Multi-Year Contract for packaging, storage, pickup, transportation, and disposal of biomedical waste in standard containers with liners. Box Size to be 18X15X20. For the purpose of this RFP, biomedical waste shall include:
- C.1.1.1.** Isolation waste
  - C.1.1.2.** Cultures and stocks of infectious agents and associated biological waste
  - C.1.1.3.** Human blood and blood products
  - C.1.1.4.** Pathological waste
  - C.1.1.5.** Contaminated sharps
  - C.1.1.6.** Contaminated equipment
  - C.1.1.7.** Waste from surgery
  - C.1.1.8.** Miscellaneous laboratory waste

**C.2. Specifications**

- C.2.1.** The vendor shall be capable of accepting and successfully treating and destroying all biomedical waste in accordance with all state and federal laws and regulations.

- C.2.2.** The vendor shall assume title to all biomedical waste removed from any of the Department of Corrections (DOC) correctional facilities.
- C.2.3.** The vendor shall provide biomedical waste pickup and container delivery to each of the correctional centers listed in Attachment A in accordance with the pickup frequency indicated. DOC reserves the right to increase this minimal frequency, on a center by center basis, if significant changes occur during the contract period such as an offender population increase or more acutely ill offenders are assigned to a particular correctional center. The vendor who is awarded this contract shall immediately contact each correctional center's health services administrator (CHSA) to coordinate the day and time schedule for these pickups.
- C.2.4.** DOC shall have the right to add or delete correctional center locations within the State of Oklahoma, during the period of this contract.
- C.2.5.** The vendor shall provide each facility correctional health services administrator (CHSA) with a copy of the medical waste manifest at the time of pickup of biomedical waste and a copy of the completed certification of incineration after disposal has been accomplished.
- C.2.6.** The vendor shall provide all biomedical waste container (boxes), liners, labels, markers, placards, manifests, equipment, supplies, training, labor for transportation, and incineration necessary to successfully perform the requirements of this contract.
- C.2.7.** The standard box shall have a minimum capacity of 3.1 cubic feet, with approximate dimensions of 18"x 15"x20" and be constructed of cardboard of no less than 200 lb. test strength. Edges are to be filled with moisture resistant adhesive. The box shall also have position locking feature when the lid flap is closed and shall have integral lifting handles formed as part of the container. All containers shall have the universal "Biohazard Symbol" imprinted or labeled on each side in either red or orange color. Protective liners for all biomedical waste boxes shall be red in color, with a minimum thickness of 3 mil.
- C.2.8.** The vendor shall ensure that that contract services shall start July 1, 2013 following their notice of award, including delivery of necessary supplies to each correctional facility to ensure continuity of biomedical waste disposal services.
- C.2.9.** The vendor shall provide orientation and training pertaining to biomedical waste storage and disposal, as well as related procedures, for each correctional center. This training shall commence immediately following vendor notice of contract award and be completed in conjunction with the vendor's first delivery of necessary supplies to the correctional facilities.

## **D. EVALUATION**

### **D.1. Negotiations**

- D.1.1.** 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.
- D.1.2.** 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:
- D.1.3.** Negotiations may be conducted in person, in writing, or by telephone.
- D.1.4.** 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.
- D.1.5.** Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror 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.
- D.1.6.** 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.

## **E. INSTRUCTIONS TO SUPPLIER**

### **E.1. Business and Contact Information**

**E.1.1.** The vendor shall include an overview of its business entity to include the information requested below. The vendor shall also provide the names and contact information of its staff who will be contacted by DOC for startup and day to day operational support. DOC requires that the vendor identify in this section the names and contact information of staff to whom the correctional centers will contact regarding typical day to day problems encountered with services to ensure expeditious and satisfactory resolutions to any problems that may arise.

**E.1.1.1.** Corporate name:

**E.1.1.2.** Ownership:

**E.1.1.3.** Number of Years in Operation:

**E.1.1.4.** Number of Years providing services similar in size and scope to those contained in this solicitation:

**E.1.1.5.** Headquarters Address:

**E.1.1.6.** Contact Name:

**E.1.1.7.** Telephone Number:

**E.1.1.8.** Fax Number:

**E.1.1.9.** Email Address:

**E.1.1.10.** Mailing Address:

**E.1.2.** Vendor will demonstrate and provide documentation that they have a minimum of five (5) years of experience providing related services and products similar in size and scope to this proposed in this contract.

## **F. CHECKLIST**

None

## **G. OTHER**

### **G.1. Attachment A**

**G.1.1.** Please see Attachment A for all of the DOC locations.

### **G.2. Questions**

**G.2.1.** All questions regarding this RFP are due no later than February 26, 2013 at 3:00 p.m. Questions must be in writing and are to be emailed to [kathy.hallum@omes.ok.gov](mailto:kathy.hallum@omes.ok.gov). Questions received after this date and time will not be answered.

### **G.3. Copies**

**G.3.1.** Vendor is to provide one (1) original and one (1) copy of the full proposal. In addition, vendor is required to submit one (1) electronic copy with completed proposal, to include scanned images of the OMES signed forms. Electronic copy can be in Word, Excel, or PDF format but must be an unprotected document and is to be provided on a CD. Sending electronic copy by email is not accepted.

## **H. PRICE AND COST**

### **H.1. Pricing**

**H.1.1.** Vendor shall provide pricing on the attached Solicitation Request for each year of the proposed contract. All pricing shall include any and all applicable charges which the vendor intends to receive as full compensation for the services as specified above. Once awarded the vendor will not be allowed to request compensation for additional expenses incurred in the performance of the contract.



# 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 731360400

Request Quote ID.	Date	Buyer	Page
1310003647	11/14/2012	Kathy Hallum (580)	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	02/11/2013 04:46 PM	03/07/2013 03:00 PM	
Requisition Number Reference: From Req ID - 1310014617			

**Ship To:** DEPARTMENT OF CORRECTIONS  
SEE BELOW  
OK

**Bill To:** DEPARTMENT OF CORRECTIONS  
FINANCE & ACCOUNTING - PURCHASING  
PO BOX 11400  
OKLAHOMA CITY OK 731360400

**Vendor:** NAME

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

Supplier Responses				
Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost Ext. Cost
1	76121901 / 1000007741 SERVICE:Waste & refuse, biomedical~BIOMEDICAL WASTE & REFUSE	1400	BX	

MULTI-YEAR CONTRACT FOR PACKAGING, STORAGE, PICKUP, TRANSPORTATION, AND DISPOSAL OF BIOMEDICAL WASTE IN STANDARD CONTAINERS WITH LINERS. BOX SIZE 18X15X20

Year 1 (7/1/13 through 6/30/14) Price per Container: \$ \_\_\_\_\_

Year 2 (7/1/14 through 6/30/15) Price Per Container: \$ \_\_\_\_\_

Year 3 (7/1/15 through 6/30/16) Price Per Container: \$ \_\_\_\_\_

Year 4 (7/1/16 through 6/30/17) Price Per Container: \$ \_\_\_\_\_

Year 5 (7/1/17 through 6/30/18) Price Per Container: \$ \_\_\_\_\_

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

COMMENTS:  
OBJECT CODE: 515860  
DEPARTMENT: 6363100  
FUNDING: 19430  
FISCAL YEAR: 14  
UNIT: MEDICAL

**This is NOT AN ORDER**

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

**Authorized Signature**

## ATTACHMENT A

DOC MEDICAL SERVICES UNITS  
WITH ESTIMATED ANNUAL USAGE AND  
ESTIMATED MONTHLY PICKUP FREQUENCY

### CHARLES E. "BILL" JOHNSON CORRECTIONAL CENTER (BJCC)

1856 E. FLYNN STREET  
ALVA, OK 73717-3005  
580-327-8000 Ext 146  
CONTACT: CAROL MONTALVO

**ESTIMATED ANNUAL USAGE: 8**

**APPROXIMATE YEARLY PICKUP FREQUENCY: 8**

### JOSEPH HARP CORRECTIONAL CENTER (JHCC)

16161 MOFFAT ROAD  
LEXINGTON, OK 73051  
405-527-4867  
CONTACT: BUDDY HONAKER

**ESTIMATED ANNUAL USAGE: 158**

**APPROXIMATE YEARLY PICKUP FREQUENCY: 52**

### HILLSIDE COMMUNITY CORRECTIONS CENTER (HCCC)

3300 MARTIN LUTHER KING  
OKLAHOMA CITY, OK 73111  
405-425-2925  
CONTACT: SAMMIE KENYON

**ESTIMATED ANNUAL USAGE: 77**

**APPROXIMATE YEARLY PICKUP FREQUENCY: 25**

### CLARA WATERS COMMUNITY CORRECTIONS CENTER (CWCCC)

9901 N I-35 Service Road  
OKLAHOMA CITY, OK 73131  
405-425-2925  
CONTACT: SAMMIE KENYON

**ESTIMATED ANNUAL USAGE: 12**

**APPROXIMATE YEARLY PICKUP FREQUENCY: 10**

### LAWTON COMMUNITY CORRECTIONS CENTER (LCCC)

605 SW COMBS ROAD  
LAWTON, OK 73501  
580-248-6703  
CONTACT: CARRIE MASON

**ESTIMATED ANNUAL USAGE: 17**

**APPROXIMATE YEARLY PICKUP FREQUENCY: 13**

### OKLAHOMA CITY COMMUNITY CORRECTIONS CENTER (OCCC)

315 WEST I-44 SERVICE ROAD  
OKLAHOMA CITY, OK 73118  
405-425-2925  
CONTACT: SAMMIE KENYON

**ESTIMATED ANNUAL USAGE: 15**

**APPROXIMATE YEARLY PICKUP FREQUENCY: 12**

### WILLIAM S. KEY CORRECTIONAL CENTER (WKCC)

1 WILLIAM S. KEY BOULEVARD  
FORT SUPPLY, OK 73841  
580-766-2224 Ext 277  
CONTACT: MARY STEBENS

**ESTIMATED ANNUAL USAGE: 21**

**APPROXIMATE YEARLY PICKUP FREQUENCY: 11**

### OKLAHOMA STATE REFORMATORY (OSR)

1700 EAST FIRST STREET/PO BOX 514  
GRANITE, OK 73547  
580-480-3735  
CONTACT: PATRICK ALLEN

**ESTIMATED ANNUAL USAGE: 39**

**APPROXIMATE YEARLY PICKUP FREQUENCY: 12**

### LEXINGTON ASSESSMENT & RECEPTION CENTER (LARC)

15151 EAST HIGHWAY 39  
LEXINGTON, OK 73051  
405-527-8910  
CONTACT: TAMMY HILL

**ESTIMATED ANNUAL USAGE: 639**

**APPROXIMATE YEARLY PICKUP FREQUENCY: 55**

### JAMES CRABTREE CORRECTIONAL CENTER (JCCC)

THIRD & MURRAY/RTE 1, BOX 8  
HELENA, OK 73741  
580-852-3133  
CONTACT: KATRYNA FRECH

**ESTIMATED ANNUAL USAGE: 16**

**APPROXIMATE YEARLY PICKUP FREQUENCY: 13**

### MABEL BASSETT CORRECTIONAL CENTER (MBCC)

29501 KICKAPOO  
MCLOUD, OK 73851  
405-964-1653  
CONTACT: CHSA

**ESTIMATED ANNUAL USAGE: 73**

**APPROXIMATE YEARLY PICKUP FREQUENCY: 27**

### UNION CITY COMMUNITY CORRECTIONS CENTER (UCCC)

700 NORTH NORTH STATE HIGHWAY 81  
UNION CITY, OK 73090  
405-425-2925  
CONTACT: SAMMIE KENYON

**ESTIMATED ANNUAL USAGE: 8**

**APPROXIMATE YEARLY PICKUP FREQUENCY: 3**

## ATTACHMENT A

DOC MEDICAL SERVICES UNITS  
WITH ESTIMATED ANNUAL USAGE AND  
ESTIMATED MONTHLY PICKUP FREQUENCY

NORTHEAST OKLA CORRECTIONAL CENTER (**NOCC**)  
442606 E 250 RD/HOSPITAL RD/OLD ADMIN BLDG  
VINITA, OK 74301-0887  
918-256-4422  
CONTACT: MELINDA LONG  
**ESTIMATED ANNUAL USAGE: 15**  
**APPROXIMATE YEARLY PICKUP FREQUENCY: 9**

JACKIE BRANNON CORRECTIONAL CENTER (**JBCC**)  
WEST ST & GRIDER RD/PO BOX 1999  
MCALESTER, OK 74502  
918-421-3311  
CONTACT: CHESTER MASON  
**ESTIMATED ANNUAL USAGE: 23**  
**APPROXIMATE YEARLY PICKUP FREQUENCY: 13**

JOHN LILLEY CORRECTIONAL CENTER (**JLCC**)  
HIGHWAY 62 EAST  
BOLEY, OK 74829  
918-667-4218  
CONTACT: PHIL LANGSTON  
**ESTIMATED ANNUAL USAGE: 21**  
**APPROXIMATE YEARLY PICKUP FREQUENCY: 13**

OKLAHOMA STATE PENITENTIARY (**OSP**)  
STONEWALL & WEST STREET/PO BOX 97  
MCALESTER, OK 74502-0097  
918-302-4621  
CONTACT: CHESTER MASON  
**ESTIMATED ANNUAL USAGE: 57**  
**APPROXIMATE YEARLY PICKUP FREQUENCY: 34**

DICK CONNER CORRECTIONAL CENTER (**DCCC**)  
129 CONNER RD/PO BOX 220  
HOMINY, OK 74035  
918-885-2192 Ext 4406  
CONTACT: JODY JONES  
**ESTIMATED ANNUAL USAGE: 43**  
**APPROXIMATE YEARLY PICKUP FREQUENCY: 13**

MACK ALFORD CORRECTIONAL CENTER (**MACC**)  
1151 N HIGHWAY 69/PO BOX 220  
STRINGTOWN, OK 74569  
580-346-7301  
CONTACT: BRANDI BIRCHFIELD  
**ESTIMATED ANNUAL USAGE: 23**  
**APPROXIMATE YEARLY PICKUP FREQUENCY: 13**

JAMES E. HAMILTON CORRECTIONAL CENTER (**JEHCC**)  
53468 MINERAL SPRINGS ROAD  
HODGEN, OK 74939  
918-653-7831 Ext 332  
CONTACT: KRISTIN SANDERS  
**ESTIMATED ANNUAL USAGE: 22**  
**APPROXIMATE YEARLY PICKUP FREQUENCY: 13**

JESS DUNN CORRECTIONAL CENTER (**JDCC**)  
601 S 124TH ST WEST/PO BOX 316  
TAFT, OK 74463  
918-680-6867  
CONTACT: PAT SORRELS  
**ESTIMATED ANNUAL USAGE: 15**  
**APPROXIMATE YEARLY PICKUP FREQUENCY: 11**

HOWARD MCLEOD CORRECTIONAL CENTER (**HMCC**)  
1970 E WHIPPOORWILL LANE  
ATOKA, OK 74525  
580-889-6651  
CONTACT: BRANDI BIRCHFIELD  
**ESTIMATED ANNUAL USAGE: 23**  
**APPROXIMATE YEARLY PICKUP FREQUENCY: 12**

EDDIE WARRIOR CORRECTIONAL CENTER (**EWCC**)  
400 N OAK/PO BOX 315  
TAFT, OK 74463  
918-683-8365  
CONTACT: PAT SORRELS  
**ESTIMATED ANNUAL USAGE: 32**  
**APPROXIMATE YEARLY PICKUP FREQUENCY: 13**

**TOTAL ESTIMATED ANNUAL USAGE: 1,356**