



The Oklahoma Department of Corrections Contracts & Acquisitions Unit

3400 N. Martin Luther King Blvd, Oklahoma City, OK 73111
Fax (405) 425-2574



Invitation to Bid # 1310003634

Bid Title: Kitchen Equipment - NWDCC

DOC Buyer: Randy Pogue

E-mail Address: randy.pogue@doc.state.ok.us

TIMETABLE	Date	Time
ITB/RFP Issue Date:	01/09/2013	
Questions Due by:	01/16/2013	2:00 PM CT
All Amendments will be posted by:	01/23/2013	2:00 PM CT
• CLOSING DATE (PACKET #1 DUE)	01/30/2013	2:00 PM CT

Packet # 1 MANDATORY RETURN	
Page #	Bid Package Contents
1-2	Signatory Form
3	Non-Collusion Certification
4	Professional Services Contract Certification (As Required)
5-9	Responding Bidder Information
10	Audit & Records Clause
1-xx	Request for Quote, Other:

Packet # 2 DO NOT RETURN	
Page #	Package Contents
1-7	General Provisions
	Other:

SUBMIT BID RESPONSES TO:
DEPARTMENT OF CORRECTIONS
CONTRACTS & ACQUISITIONS
P.O. Box 18919
OKLAHOMA CITY, OK 73154

OR

For Courier Service, PHYSICAL:
DEPARTMENT OF CORRECTIONS
CONTRACTS & ACQUISITIONS
2ND FLOOR ROOM 229
3400 N. MARTIN LUTHER KING BLVD
OKLAHOMA CITY, OK 73111

The envelope containing your Bid/Proposal response is to be annotated on the outside front lower left hand corner of the envelope with the contract bid number, closing date and time. If the Bid/Proposal is mailed by special courier (FedEx, UPS, USPS Priority Mail) then the Bid/Proposal response must be enclosed in a separate appropriately marked envelope within the courier's packaging. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically.

**SEALED BIDS ARE REQUIRED
THE INVITATION TO BID IS SUBJECT TO CHANGE**

There may be one or more amendments to this Bid.

Please do not include any unsolicited items, i.e. business cards, introduction letters unless specifically requested.



OKLAHOMA DEPARTMENT OF CORRECTIONS
REQUEST FOR BID/PROPOSAL
SIGNATORY FORM
Packet # 1



A| SOLICITATION # : 1310003634

B| FOR: Kitchen Equipment - NWDCC

C| PURSUANT TO OKLAHOMA STATUTES, REGULATIONS AND EXECUTIVE ORDERS, BIDS/PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS MAY BE REJECTED BY DOC IF FOUND TO BE MATERIAL

- 1) ALL QUESTIONS AND CORRESPONDENCE SHALL BE MADE IN WRITING BY E-MAIL OR FAX. ALL PHONE CALLS RECEIVED CONCERNING BIDS WILL BE NOTIFIED TO FOLLOW THIS POLICY.**
- 2) The "Authorized Signature" on all pages of the Solicitation Request should be signed by the bidder's authorized representative.**
- 3) It is the bidder's sole responsibility, to insure that proposals are received by DOC's Contracts & Acquisition Unit on or before the posted bid/proposal closing date and time. Under no circumstances will DOC be responsible for vendor's, U.S. mail's or special courier's failure to make timely delivery of the bid response. Official time/date stamp within the DOC Contracts & Acquisition Unit is the Official Time of the bid's delivery and DOC's receipt thereof.**
- 4) The envelope containing your Bid/Proposal response shall be annotated on the outside front lower left hand corner of the envelope with the bid number, closing date, closing time and buyer's name.**
- 5) The Bid/Proposal shall include all price information. Bid/Proposal prices shall include delivery/freight charges of all items (F.O.B. Destination). Price quotes shall be firm through issuance of contract.**
- 6) Bidder's response may not be withdrawn for a period of thirty (30) days after the Bid/Proposal closing date.**
- 7) Bids/Proposals for Services: Work is to commence within ten (10) days after receipt of a Purchase Order unless notified to the contrary either in the DOC's bid or specifications or written authorization from DOC.**
- 8) Bids/Proposals for Products – Products will be delivered within ten (10) days after notification of the award, unless notified to the contrary on the bid, or by written authorization from DOC.**
- 9) All Bid/Proposal prices shall be type or written in ink on the bid/proposal form.**
- 10) All corrections, white-outs, erasures, re-striking or type, or other forms of alteration, or the appearance of alteration, to unit and/or total prices will be initialed in ink by the bidder.**
- 11) The bidder shall complete and submit, and accompanying the Bid/Proposal, the attached Non-Collusion Certification and Signatory page.**
- 12) The Non-Collusion Certification shall be signed and returned with the bid.**
- 13) Subsequent Written Contract: Contract may not be awarded to successful bidder on determination or notice or successful bidder, and may be awarded only after acceptance by DOC of subsequently written contract. If the parties are unable to reach such written agreement, DOC reserves the right to enter into such a written contract with the next successful bidder, or reject all bids and/or rebid the project/request.**
- 14) The Department of Corrections reserves the right to reject any and all bids and responses.**
- 15) Requests for "Tab Sheets" shall be made in writing or by email to the contracting officer and only after bid is awarded.**

Signatory Form



OKLAHOMA DEPARTMENT OF CORRECTIONS
REQUEST FOR BID/PROPOSAL
SIGNATORY FORM
Packet # 1



SOLICITATION # : 1310003634

D| ADDITIONAL REQUIREMENTS:

E| THIS SECTION TO BE COMPLETED BY BIDDER

DELIVERY CAN BE MADE _____ DAYS, OR _____ WEEKS AFTER RECEIPT OF PURCHASE ORDER.

Signature of the bidder attests that the bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the request for bid/proposal, including all addenda, furthermore, signature by the bidder signifies that the request for bid/proposal and the responsive bid/proposal constitutes a contract immediately upon notice of acceptance of the bid/proposal by the state of Oklahoma for any or all of the items bid, and for the length of time indicated in the request for bid/proposal. Failure to accept the contract within the time period indicated in the request for bid/proposal, or failure to hold prices or meet any other terms and conditions as defined in either the request for bid/proposal or during the term of the contracts, shall constitute a breach and may result in suspension or debarment from further state bidding. A defaulting contractor may also be liable, at the option of the state, for the difference between the contract price and the price bid by an alternate vendor or the goods or services in addition to other remedies available.

F| SIGNATURE OF BIDDER

G| NAME OF FIRM

H| PRINT/TYPE NAME AND TITLE

I| DATE

Signatory Form



**State of Oklahoma
Department of Corrections**

**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.

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



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

**Professional Services Contract
 Certification**

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

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

 Signature

 Date

 Printed Name

 Title



**State of Oklahoma
Department of Corrections**

Responding Bidder Information

"Certification for Competitive Bid and Contract" 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 (Required for ALL Solicitations):

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules - fill out attached "Sales Tax Statement of Exemption" form on Page 6. For additional assistance: <http://www.tax.ok.gov/faq/faqbussales.html>

5. Registration with the Oklahoma Secretary of State (Required If Bid Exceeds \$25,000):

YES - Filing Number: _____

NO - Exempt pursuant to Oklahoma Laws or Rules - fill out attached "Secretary of State Statement of Exemption" form on Page 7. For additional assistance: <http://www.sos.ok.gov> or 405-521-3911.

6. Workers' Compensation Insurance Coverage (Required for ALL Solicitations):

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 - Exempt from Workers' Compensation Insurance - fill out attached "Affidavit of Exempt Status Under The Workers' Compensation Act" form on Pages 8-9. For additional assistance: http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html

7. General Liability Insurance Coverage (Required for ALL Solicitations):

Include a certificate of insurance with the bid

Authorized Signature

Date

Printed Name

Title

AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS' COMPENSATION ACT

State of Oklahoma)
)
County of _____)

I, _____ state under oath as follows:

1. I, _____ (Name of individual) operating as _____ (independent contractor's business name), have agreed to provide services to _____ (Contractor) during calendar year _____.
2. I have read, signed and attached the Exempt Status Fact Sheet and understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Exempt Status, I am requesting **CompSource Oklahoma's Policyholder** to consider my business to be that of an independent contractor; **that I am not an employee under the Workers' Compensation Act** and the policy issued by **CompSource Oklahoma**; and that no premium be charged for the services performed by my business during the policy year.
4. **I am an independent contractor, not an employee of the contractor. I do not want workers' compensation insurance and understand that I am not eligible for Workers' Compensation benefits.**
5. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Workers' Compensation Act.
6. I have read, signed and attached the Exempt Status Fact Sheet describing what is an Independent Contractor and the information provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that the execution of the affidavit shall establish a rebuttable presumption that the executor is not an employee for purposes of the Workers' Compensation Act.
8. I understand that the execution of an affidavit shall not affect the rights or coverage of any employee of the individual executing the affidavit.
9. I understand that knowingly providing false information on an Affidavit of Exempt Status Under the Workers' Compensation Act shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00).

Independent Contractor (Executor) Signature

Date _____ Name _____ Title _____

Signature _____ Business Name _____

Notary Public

Signed and sworn to before me on this ____ day of _____, 20__ by _____.

Notary Public My Commission Expires: _____ My Commission # _____

******GIVE THE SIGNED FORM TO YOUR GENERAL CONTRACTOR******

This form is to be signed and notarized at the start of a job/project for this contractor and is good for the job/project or any similar job/project performed for the contractor for one year from the date of notary.

For domestic servants, trucking owner/operators, and other exemptions, please contact CompSource Oklahoma at 405-232-7663 ext. 5102.

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to \$1,000.00 per offense. (36 OS §§924.5)

It is a crime to falsify the information on this form.



OKLAHOMA DEPARTMENT OF CORRECTIONS
Audits & Record Clause
Packet # 1



A| SOLICITATION # : 1310003634

B| FOR: Kitchen Equipment - NWDCC

Vendor to complete sections C thru I.

C| Vendor:

D| Vendor to read the following statement:

a) 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 agrees any pertinent state or federal agency will have the right to execution of the resultant contract.

B) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of seven (7) years following completion or termination of the contract. If an audit, litigation, or other action, involving such records, are started before the end of the three 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 two (2) year retention period, whichever is later.

E| Signature of Vendor Representative

F| Phone:

G| Date:

H| Printed Name of Vendor Representative

I| Title of Representative Signing



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
1310003634	01/07/2013	Randy Pogue	1
Payment Terms	Date	Time	Quote Open
30 Days	01/09/2013	01:00 PM	01/30/2013 02:00 PM

Requisition Number Reference: From Req ID - 1310014917

Ship To: See Detail Below
Bill To: DEPARTMENT OF CORRECTIONS
 NORTHWEST DISTRICT CC
 2613 NORTH VAN BUREN
 ENID OK 73703

Vendor: _____
Address: _____
Address: _____
City: _____ **ST:** _____ **ZIP:** _____

Line	Cat CD / Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost
1	48101800 / 1000010837 FOOD:Supply/Equipment DEPARTMENT OF CORRECTIONS UNION CITY CCC 700 N SH 81 UNION CITY OK 73090	1	EA	_____	_____

Ice Maker with Ice Bin. Brand: Scotsman Model No. C0330SA-1 Ice Maker and Scotsman Model No. B330P Ice Bin or approved equal.

Manufacturer/Brand/model bidding: _____

Warranty included: _____

Minimum specifications

Ice Maker: Small cube Style, air-cooled, self-contained condenser. 350-pound production in 24 hours. Stainless steel finish, small cube size, 115v/60/1-ph, 12.7 amps.

Ice Bin: Compatible with above ice machine. 344-pound ice storage for top-mounted ice maker. Includes 6 inch legs.

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

2	48101800 / 1000010837 FOOD:Supply/Equipment DEPARTMENT OF CORRECTIONS UNION CITY CCC 700 N SH 81 UNION CITY OK 73090	1	EA	_____	_____
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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**

Department of Corrections
DEPARTMENT OF CORRECTIONS
3400 MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 731360400

Request Quote ID.	Date	Buyer	Page
1310003634	01/07/2013	Randy Pogue	2
Payment Terms	DateTime Quote Open	Closing	
30 Days	01/09/2013 01:00 PM	01/30/2013 02:00 PM	

Requisition Number Reference: From Req ID - 1310014917

Ship To: See Detail Below
Bill To: DEPARTMENT OF CORRECTIONS
NORTHWEST DISTRICT CC
2613 NORTH VAN BUREN
ENID OK 73703

Vendor: _____
Address: _____
Address: _____
City: _____ **ST:** _____ **ZIP:** _____

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost	Supplier Responses
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Proofer Holding Cabinet, Moble. Brand: Win-Holt Equipment Group Model # NHPL-1825-UN or approved equal.

Manufacturer/Brand/model bidding: _____

Warranty included: _____

Minimum Specifications:

CONSTRUCTION

Outside Unit constructed of .063 sheet aluminum with brushed finish. Internal frame is constructed of .125 aluminum. Frame has pre-drilled holes to make door field reversible. Unit is non-insulated. Perforated air ducts in the back for air flow over product. Door has full gasket to seal in heat. One Piece door handle with magnetic latch for easy opening. Removable wire pan slides.

4 EACH 5 1/4 Polyurethane plate casters. Dual heating element, 1440 Watt, 120VAC, 14 amps, 60 cycle. Unit plugs into standard 110 outlet. Proof mode: Humidity from 30 PERCENT to 95 PERCENT. Temperatures up to 115 DEGREE F (46°C). Heat mode: Nominal Temperatures up to 180 DEGREE F (82°C). Air baffle and circulating air blower provide even heat distribution. Removable chrome pan slides for variable spacing and for easy cleaning. Easy to read LED thermometer. 25 pan slides hold a variety of pan configurations from sheet pans to steam table pans.

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

3	48101800 / 1000010837 FOOD:Supply/Equipment DEPARTMENT OF CORRECTIONS ENID CCC 2020 E MAINE ENID OK 737016445	1	EA	_____	_____	
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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

Department of Corrections
DEPARTMENT OF CORRECTIONS
3400 MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 731360400

Request Quote ID.	Date	Buyer	Page
1310003634	01/07/2013	Randy Pogue	3
Payment Terms	DateTime Quote Open	Closing	
30 Days	01/09/2013 01:00 PM	01/30/2013 02:00 PM	

Requisition Number Reference: From Req ID - 1310014917

Ship To: See Detail Below
Bill To: DEPARTMENT OF CORRECTIONS
NORTHWEST DISTRICT CC
2613 NORTH VAN BUREN
ENID OK 73703

Vendor: _____
Address: _____
Address: _____
City: _____ **ST:** _____ **ZIP:** _____

Supplier Responses

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

Ice Maker with Ice Bin. Brand: Ice Maker Manitowoc Indigo Series 450 ID-0452A with Manitowoc Ice Bin B-400 or approved equal.

Manufacturer/Brand/model bidding: _____

Warranty included: _____

Minimum Specifications:

Ice Maker: Air-Cooled, Electrical Specifications: 115/60/1 standard, Produce 450 lbs of ice in a 24 hour period.
Ice Shape: Dice. Intelligent Diagnostics - provides 24 hour preventative maintenance feedback.
Ice Bin: Compatible with above ice maker. Top-hinged front-opening door. Includes 6" legs

Freight Terms: FOB DEST **Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

4 48101800 / 1000010837 1 EA
FOOD:Supply/Equipment
DEPARTMENT OF CORRECTIONS
BEAVER COMMUNITY WORK CENTER
215 AVENUE E
BEAVER OK 73932

Manual Meat Slicer. Brand: Hobart 2812 Manual or approved equal .

Manufacturer/Brand/model bidding: _____

Warranty included: _____

Minimum Specifications:

Correctional Package included. Electrical: 120/60/1 U.L. Listed. KNIFE DRIVE MOTOR: 1/2 H.P., permanently lubricated ball bearings Single phase capacitor-start. Capacity: The carriage will take food up to 12 inches in width or 7 and one half inches in diameter. Gauge Plate Interlock. Carriage System Interlock. Clean Cut Knife constructed of 304L stainless steel and high performance super alloy. Top Mounted Stone Sharpener. Heavy Gauge Stainless Steel Knife Cover. Stainless Steel Carriage. Heavy Meat Grip. Product Tray.

Freight Terms: FOB DEST **Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

5 48101800 / 1000010837

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**

Department of Corrections
 DEPARTMENT OF CORRECTIONS
 3400 MARTIN LUTHER KING AVE
 OKLAHOMA CITY OK 731360400

Request Quote ID.	Date	Buyer	Page
1310003634	01/07/2013	Randy Pogue	4
Payment Terms	DateTime Quote Open	Closing	
30 Days	01/09/2013 01:00 PM	01/30/2013 02:00 PM	

Requisition Number Reference: From Req ID - 1310014917

Ship To: See Detail Below
Bill To: DEPARTMENT OF CORRECTIONS
 NORTHWEST DISTRICT CC
 2613 NORTH VAN BUREN
 ENID OK 73703

Vendor: _____
Address: _____
Address: _____
City: _____ **ST:** _____ **ZIP:** _____

Supplier Responses					
Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
	FOOD:Supply/Equipment DEPARTMENT OF CORRECTIONS BEAVER COMMUNITY WORK CENTER 215 AVENUE E BEAVER OK 73932	5	EA		

Folding Roll-A-Way Table with Benches. Brand: KI Model #: 39898-TR or approved equal

Manufacturer/Brand/model bidding: _____

Warranty included: _____

Minimum Specifications:

Rollaway table features single-cycle folding action for easy mobility and compact storage. Dimensions: Table: 30 inches Deep x 140 inches Wide - 29 Inches High. Folded: 36 Inches Deep x 56 Inches Wide x 80 Inches High. Seating Capacity: 14. Top and Seat Color: Dark Walnut. Table has a safe automatic gravity lock which prevents unwanted folding. Table has spring-loaded automatic storage lock is semi-concealed to prevent accidental release. Table fits through standard 36 inch -wide doorways. Tops and benches feature solid core warp-resistant construction supported by 11-gauge steel channels for extra strength. High-pressure laminate tops are burn, stain and scratch-resistant. Perfect edge prevents liquids, food and bacteria from penetrating tops. Made of black cast polyurethane bonded to top forming a perfect seat between laminate and edge. Legs and braces of 1-1/4 inch -diam. 14-gauge tubular steel. Center legs have extra-wide non-marring glides for stability and even weight distribution. End legs have 4" heavy-duty hard rubber swivel casters for easy movement of closed table. Black Powder-coat frame.

Freight Terms: FOB DEST **Ship Via:** COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:
REQUEST FOR A ONE TIME PURCHASE. DROP SHIPMENT ONLY.

MULTIPLE SHIP TO ADDRESSES FOR NWDCC FACILITIES

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 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.

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

**GENERAL PROVISIONS
OKLAHOMA DEPARTMENT OF CORRECTIONS (DOC)**

1.0 DEFINITIONS

- 1.1 As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:
- 1.10 “Acquisition” means items, products, materials, supplies and equipment a state agency acquires by purchase, Lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- 1.11 “Bid” means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- 1.12 “Bidder” means an individual or business entity that submits a bid in response to solicitation;
- 1.13 “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 (ITB), Request for Quotation (RFQ) or Request for Proposal (RFP); and
- 1.14 “Vendor/Supplier” means an individual or business entity that sells or desires to sell acquisitions to state agencies.

2.0 BID SUBMISSION

- 2.1 Submitted bids shall be in strict conformity with the instructions to bidders, and shall be submitted with any other forms completed as required by the solicitation.
- 2.2 Bids shall be submitted to DOC 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, or container. **SOLICITATION NUMBER AND THE SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.**
- 2.3 The required certification statement, “Certification for Competitive Bid and 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.
- 2.4 The required certification statement, “Professional Service Contract Affidavit”, DCS-FORM-CP-021 (if applicable), must be made out in the name of the bidder, must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- 2.5 All bids shall be legibly written or typed. Any corrections made by the bidder, including mark-thru’s, white out or any other methods, to the bid shall be initialed. Penciled bids and penciled corrections shall **NOT** be accepted and will be rejected as non-responsive.
- 2.6 All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, other Oklahoma statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statements, and all other terms and conditions listed or attached herein- all of which are made part of this solicitation.

- 2.7 Bidders may at their request, bid "ALL OR NONE". In order to bid "ALL OR NONE" bidders must indicate on the front of the first page of the bid that they are bidding "ALL OR NONE".
- 2.8 The State shall assume no responsibility and bears no liability for costs incurred by a bidder in the preparation and submittal of a bid or proposal in response to the ITB/RFQ or RFP.
- 2.9 Any agreement that bidder will require DOC to sign prior to purchase under this contract shall be submitted by the bidder with their bid proposal. DOC reserves the right to reject any agreement that contains provisions inconsistent with state law or policy, or provisions which are determined to not be in the best interest of the state. DOC will not sign any agreement that is submitted after the award.
- 2.10 "Any limitation of liability submitted by the vendor does not apply to the extent a court of competent jurisdiction (including any appellate court of final review) determines such limitation of liability violates Oklahoma law, in which case the specific limitation that the court determines is in violation of Oklahoma law shall be void."

3.0 SOLICITATION AMENDMENTS

- 3.1 If an amendment is issued, then the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendments(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 and must be received by DOC prior to the solicitation closing date and time. Failure to acknowledge solicitation amendments may be grounds for rejection.
- 3.2 Oral Agreements: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation or resulting contract. All modifications to the solicitation or resulting contract must be made in writing and approved by the DOC Contracts & Acquisitions Unit.
- 3.3 No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitations shall be made in writing by DOC.
- 3.4 It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. DOC is not responsible for a bidder's failure to acquire any amendment documents required to complete a solicitation.

4.0 BID CHANGE

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to DOC 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.

5.0 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.

6.0 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

6.1 By submitting a response to this solicitation, the prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

6.11 Are not presently debarred, proposed for debarment, suspended, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

6.12 Have not within a three-year period preceding this proposal been convicted of or had a civil judgment render 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 statement, or receiving stolen property;

6.13 Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State local) with commission of any of the offense enumerated in paragraph 5.3 of this certification; and

6.14 Have not within three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

6.15 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.

7.0 BID OPENING

Sealed bids shall be opened by the CPO within the Contracts & Acquisitions Unit, Department of Corrections located at 3400 Martin Luther King Avenue, Oklahoma City, OK 73111 at the time and date specified in the solicitation.

8.0 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 Chief Administrative Officer of the requesting agency shall make the final decision as to whether the documentation or information is confidential.

9.0 LATE BIDS

Bids received by DOC after the response due date and time shall be deemed no-responsive and shall NOT be considered for any resultant award.

10.0 LEGAL CONTRACT

10.1 Submitted bids are rendered as a legal offer and any bid, when accepted by DOC, shall constitute a contract.

10.2 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 order; 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.

11.0 PRICING

11.1 Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

11.2 Bidders guarantee unit prices to be correct.

11.3 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.

12.0 MANUFACTURERS' NAME AND APPROVED EQUIVALENTS

Unless otherwise specified in the solicitation, manufacturers' names, brand name, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer and 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 manufacture's name and number. Bidder shall submit sketches, descriptive literature, and 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 to be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

13.0 CLARIFICATION OF SOLICITATION

Clarification or questions pertaining to the contents of this bid/proposal shall be submitted by mail (address: Department of Corrections, Contracts & Acquisitions, P.O. Box 18919, Oklahoma City, OK 73154-0919), by email to the "Buyer" listed at the top of the "Solicitation Request" or facsimile (Fax number 405-425-2574) to the Department of Corrections Contracts & Acquisitions. Any and all communication must include the ITB/RFQ or RFP number.

14.0 REJECTION OF BID

The State reserves the right to reject any bids that do not comply with the requirements and specification of the solicitation. A bid May be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation of the solicitation or limit the bidder's liability of the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

15.0 SAMPLES

15.1 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.

15.2 Sample identification. The bidder shall clearly identify the sample the bidder submits by placing the bidder's name, bidder's address, requisition number and closing date/time on both the sample container and on the sample shipping container.

- 15.3** Sample costs. The bidder shall pay costs for the sample and submission to DOC.
- 15.4** Sample requirements. A bidder shall submit a sample that represents the quality of the whole.
- 15.5** Sample tests. Whenever testing is determined necessary by the DOC Administrator of Contracts and Acquisitions, appropriate standard testing procedures will be used. All samples submitted may be subject to consumption or destruction as a result of tests by DOC.
- 15.6** Sample tests 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.
- 15.7** 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 the bidder's solicitation response, samples shall become property of DOC.

16.0 AWARD OF CONTRACT

- 16.1** 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.
- 16.2** Contract awards will be made based on lowest and best evaluation criteria, unless the solicitation specifies that best value criteria are being used. Requests for "Tab Sheets" will be made in writing or by email to the contracting officer.
- 16.3** 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>.

17.0 CONTRACT MODIFICATION

- 17.1** The Contract is issued under the authority of DOC who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the DOC approving official.
- 17.2** 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 DOC in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changer, 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.

18.0 DELIVERY, INSPECTION AND ACCEPTANCE

- 18.1** 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 filling, processing, and collecting and all damage claims accruing prior to acceptance.

18.2 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 Contracts & Acquisitions Unit.

19.0 INVOICING AND PAYMENT

19.1 Pursuant to 74 O.S. § 85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

19.2 Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

20.0 TAX EXEMPTION

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

20.2 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 and 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.

20.3 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 (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.

21.0 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, DOC may terminate its obligations under the Contract if sufficient appropriations are not made by the Oklahoma Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting Agency’s decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

22.0 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.

23.0 CHOICE OF VENUE

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

24.0 TERMINATION FOR CAUSE

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 DOC. The State may terminate the Contract for default or any other just cause upon a 30- day written notification to the supplier.

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.

24.3 If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

25.0 TERMINATION FOR CONVENIENCE

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. 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.

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.

26.0 INSURANCE

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including worker's 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 agency with evidence of such insurance and renewals. Certificate holder will be made out to: Oklahoma Department of Corrections, Contracts & Acquisitions, 3400 N. Martin Luther King Ave, PO Box 11400, Oklahoma City, OK 73136.

27.0 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 agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state Employees.

28.0 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 permits requirements.

29.0 SPECIAL PROVISIONS

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