



1. **Solicitation #:** 3400001744

2. **Solicitation Issue Date:** 2-16-2022

**3. Brief Description of Requirement:**

The Oklahoma State Department of Health is requesting to purchase the maximum quantity of "Safe Sleep Kits" for the maximum budget amount of \$50,000 that must include all shipping charges. These kits will be drop shipped to Birthing Hospitals across Oklahoma directly through quarterly shipments. Exact locations and dates will be finalized with vendor after award has been made.

Contract Period: Date of Award through September 30, 2022. This contract shall include an option to renew at the same terms and conditions for up to two (2) additional one (1) year periods: (October 1 through September 30)

If interested, please email bid no later than 3:00 PM, Tuesday, March 8, 2022. Any questions pertaining to this solicitation should be emailed to Regina.Sackett@health.ok.gov before 3:00 PM, Tuesday, March 1, 2022. Any questions received after this time may not be answered.

4. **Response Due Date<sup>1</sup>:** March 8, 2022

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

**5. Issued By and RETURN SEALED BID TO<sup>2</sup>:**

**U.S. Postal Delivery Address:** N/A

**Common Carrier Delivery Address:** N/A

**Electronic Submission Address:** regina.sackett@health.ok.gov

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

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

**7. Contracting Officer:**

Name: Regina Sackett  
Phone: 405-426-8183  
Email: regina.sackett@health.ok.gov

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

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



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

**1. RE: Solicitation#** 3400001744

**2. Bidder General Information:**

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_  
Company Name: \_\_\_\_\_

**3. Bidder Contact Information:**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

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

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

**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 with the bid a certificate of insurance.
- NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.<sup>2</sup>

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>  
<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

**7. Disabled Veteran Business Enterprise Act**

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

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

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



**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$25,000.00 submitted to the State for goods or services.

Agency Name: OSDH Agency #: 340

Supplier Legal Name: \_\_\_\_\_ Solicitation or Purchase Order #: 3400001744

**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, for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers 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 connection with the prospective acquisition;
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid; and
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
  - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
  - 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. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

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

**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.

**SECTION III [74 O.S. § 582]:**

For the purpose of a contract for goods or services, the supplier also certifies is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

The undersigned, duly authorized agent for the above named bidder or 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



**Agency:** OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

**DO NOT use this form for:**

- > **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- > **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- > **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency **MUST** first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

**AGENCY SECTION** (To be completed by state agency representative):

**State agency representative should provide form to payee for completion of the vendor section shown below. Upon receipt of the completed form the agency should enter request instructions below. Please email completed and signed form to [vendor.form@omes.ok.gov](mailto:vendor.form@omes.ok.gov) or fax to 405-522-3663.**

|   |   |  |   |                              |  |
|---|---|--|---|------------------------------|--|
| <b>Agency Name</b>  | OSDH  |  | <b>Contact Name</b>                                   | Regina Sackett               |  |
| <b>Phone #</b>  | 405-426-8183  | <b>Fax #</b>   | <b>Email</b>  | Regina.Sackett@health.ok.gov |  |
| <b>Agency Request To – Please select all applicable request types</b> |   |  |   |                              |  |
| <input type="checkbox"/> Add New Vendor                               | <input type="checkbox"/> Update Existing Vendor   | PeopleSoft 10-digit Vendor ID _____                    |   |                              |  |
| <input type="checkbox"/> Add New Address                              | <input type="checkbox"/> Change Address/Location  | PeopleSoft Address # _____                             | PeopleSoft Location # _____                           |                              |  |
| <input type="checkbox"/> Change Vendor Tax ID                         | <input type="checkbox"/> Change Vendor Name   | <input type="checkbox"/> Add Alternate Payee Name      | PeopleSoft Location # _____                           |                              |  |
| <input type="checkbox"/> Other  | Explain _____   |  |   |                              |  |
| <b>Vendor 1099 Reportable Status</b>                                  | <b>Attention Paying Agency:</b> Please check the <b>Add</b> box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the <b>Remove</b> box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor: |  |   |                              |  |
| <input type="checkbox"/> <b>Add:</b>                                  | <input type="checkbox"/> 1 - Rents  | <input type="checkbox"/> 2 - Royalties                 | <input type="checkbox"/> 3 – Other Income             |                              |  |
| <input type="checkbox"/> <b>Remove:</b>                               | <input type="checkbox"/> 6 - Medical & Health Care  | <input type="checkbox"/> 7 - Non-Employee Compensation | <input type="checkbox"/> 10 - Crop Insurance Proceeds |                              |  |
|   | <input type="checkbox"/> 14 - Gross Proceeds to an Attorney   |  |   |                              |  |

**VENDOR/PAYEE SECTION** (To be completed by vendor/payee)

**Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.**

|  |                                    |                                   |   |                                    |                                  |                                 |
|--|------------------------------------|-----------------------------------|---|------------------------------------|----------------------------------|---------------------------------|
| <b>Payee Information:</b> Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.                              |                                    |                                   |   |                                    |                                  |                                 |
| <b>Name</b>  |                                    |                                   |   | <b>Contact Name</b>                |                                  |                                 |
| <i>Payee Legal Name for Business, Individual or Government Entity as filed with IRS</i>  |                                    |                                   |   | <b>Contact Title</b>               |                                  |                                 |
| <b>DBA Name</b>  |                                    |                                   |   | <b>Phone #</b>                     |                                  |                                 |
| <i>Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name</i>  |                                    |                                   |   | <b>Fax #</b>                       |                                  |                                 |
| <b>Tax Identification Number (TIN) and Type:</b>   |                                    |                                   | <input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN) |                                    |                                  |                                 |
| <b>Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service</b>   |                                    |                                   |   |                                    |                                  |                                 |
| <b>Address</b>   |                                    |                                   |   | <b>City</b>                        |                                  |                                 |
| <b>State</b>   |                                    | <b>Zip+4</b>                      |   | <b>Remittance Email</b>            |                                  |                                 |
| <b>Optional Addresses – Please select address type as applicable</b>   |                                    |                                   |   |                                    |                                  |                                 |
| Type:  | <input type="checkbox"/> Remitting | <input type="checkbox"/> Ordering | <input type="checkbox"/> Pricing  | <input type="checkbox"/> Returning | <input type="checkbox"/> Mailing | <input type="checkbox"/> Other: |
| <b>Address</b>   |                                    |                                   |   | <b>City</b>                        |                                  |                                 |
| <b>State</b>   |                                    | <b>Zip+4</b>                      |   | <b>Remittance Email</b>            |                                  |                                 |
| <b>Financial Registration:</b> Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system. |                                    |                                   |   |                                    |                                  |                                 |
| <b>Name</b>  |                                    |                                   | <b>Title</b>  |                                    |                                  |                                 |
|  |                                    |                                   |   | <b>Email</b>                       |                                  |                                 |

**W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES**

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

**U.S. Taxpayer Identification Number (TIN)**

Federal Employer Identification Number (FEIN) \_\_\_\_\_ If none, but applied for, date applied \_\_\_\_\_

U.S. Social Security Number (SSN) \_\_\_\_\_ If none, but applied for, date applied \_\_\_\_\_

**Entity Filing Classification:**

Domestic (U.S.) Sole Proprietor or Individual     Domestic (U.S.) Partnership     Domestic (U.S.) Corporation    Type: \_\_\_\_\_

Limited Liability Company    Type: \_\_\_\_\_

LLC Disregarded Entity:     YES     NO    **Must be verified by LLC’s tax division. If applicable, parent name/tax id is required.**

Domestic (U.S.) Other    Explain: \_\_\_\_\_

Foreign (Non-U.S.) Sole Proprietor or Individual\*     Foreign (Non-U.S.) Partnership\*     Foreign (Non-U.S.)    Type: \_\_\_\_\_

Foreign (Non-U.S.) Other\*    Explain: \_\_\_\_\_

**FOREIGN VENDOR INSTRUCTIONS:                    \* ADDITIONAL DOCUMENTATION IS REQUIRED.**

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee’s entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/iw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>
- **Form W-8BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person’s Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

**SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

|   |      |
|---|------|
| Signature of Vendor Representative or Individual Payee    | Date |
| Title of individual signing form for company              |      |
| Vendor/Payee (Must be the same as Payee Name from page 1) |      |

**Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)**

|  |  |   |
|--|--|---|
| <input type="checkbox"/> <b>1 - RENTS</b><br>532110 Rent of Office Space<br>532120 Rent of Land<br>532130 Rent of Other Building Space<br>532140 Rent of Equipment and Machinery<br>532150 Rent of Telecommunications Equip<br>532160 Rent of Electronic Data Processing Equipment<br>532170 Rent of Electronic Data Processing Software<br>532190 Other Rents   | <input type="checkbox"/> <b>1- RENTS (continued)</b><br>532141 Rent of Motor Vehicles<br>532142 Lease of Motor Vehicles<br><br><input type="checkbox"/> <b>2 – ROYALTIES</b><br>553170 Royalties   | <input type="checkbox"/> <b>3 – OTHER INCOME</b><br>552120 Incentive Awards – Monetary & Material<br>552160 Incentive Payments – Oklahoma Horse Breeders & Owners<br>552170 Incentive Payments – Oklahoma Film Enhancement Rebate<br>553165 Current/Former Employee Reportable Court Ordered or Legal Settlements<br>553220 Other IRS Reportable Income |
| <input type="checkbox"/> <b>6 - MEDICAL &amp; HEALTH CARE PAYMENTS</b><br>515530 Veterinary Services<br>515700 Offices of Physicians (except Mental Health Specialists)<br>515710 Offices of Physicians, Mental Health Specialists<br>515720 Offices of Dentists<br>515730 Offices of Chiropractors<br>515740 Offices of Optometrists<br>515750 Offices of Mental Health Practitioners (except Physicians)<br>515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists<br><br>515770 Offices of Podiatrists<br>515780 Offices of all other Miscellaneous Health Practitioners<br>515790 Family Planning Centers<br>515800 Outpatient Mental Health & Substance Abuse Centers<br>515810 Other Outpatient Care Centers<br>515820 Medical and Diagnostic Laboratories   | 515830 Home Health Care Services<br>515840 Ambulance Services<br>515850 All other Ambulatory Health Care Services<br>515860 General Medical & Surgical Hospitals<br>515870 Psychiatric & Substance Abuse Hospitals<br>515880 Specialty Hospitals (except Psychiatric & Substance Abuse)<br>515890 Nursing Care Facilities<br>515900 Residential Services for People with Developmental Disabilities<br>515910 Residential Mental Health & Substance Abuse Facilities<br>515920 Community Care Facilities for the Elderly<br>515930 Other Residential Care Facilities<br>537210 Laboratory Services & Supplies<br>551230 Medical Services to Indigents (from agencies other than DHS)<br>551240 Hospital Services to Indigents (from agencies other than DHS)<br>551250 Other Health Services to Indigents (from agencies other than DHS)   |   |
| <input type="checkbox"/> <b>7 - NON-EMPLOYEE COMPENSATION</b><br>515010 Office of Lawyers<br>515020 Offices of Notaries<br>515030 Other Legal Services<br>515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services<br>515210 Payments for Contract Mentor Services<br>515220 Architectural Services<br>515230 Landscape Architectural Services<br>515240 Engineering Services<br>515250 Drafting Services<br>515260 Building Inspection Services<br>515270 Geophysical Surveying & Mapping Services<br>515280 Surveying and Mapping (except geophysical) Services<br>515290 Testing Laboratories<br>515300 Interior Design Services<br>515310 Industrial Design Services<br>515320 Graphic Design Services<br>515330 Other Specialized Design Services<br>515350 Custom Computer Programming Services<br>515360 Computer Systems Design Services<br>515370 Computer Facilities Management Services<br>515380 Other Computer Related Services<br>515400 Administrative Management & General Management Consulting Services<br><br>515410 Human Resources & Executive Search Consulting Services<br>515420 Marketing Consulting Services<br>515430 Process, Physical Distribution, & Logistics Consulting Services<br>515440 Other Management Consulting Services<br>515450 Environmental Consulting Services<br>515460 Other Scientific & Technical Consulting Services<br>515470 Research & Development in the Physical, Engineering, & Life Sciences<br><br>515480 Research & Development in the Social Sciences & Humanities<br>515490 Advertising and Related Services<br>515500 Marketing Research & Public Opinion Polling<br>515510 Photographic Services<br>515520 Translation & Interpretation Services<br>515540 All other Professional, Scientific and Technical Services<br>515550 Management of Companies & Enterprises<br>515560 Office Administrative Services<br>515570 Employment Placement Services<br>515580 Business Support Services<br>515590 Document Preparation Services | 515600 Telephone Call Centers<br>515610 Business Service Centers<br>515620 Collection Agencies<br>515630 Credit Bureaus<br>515640 Other Business Support Services<br>515650 Investigation & Security Services<br>515660 Educational Services<br>515940 Individual & Family Services<br>515950 Community Food, Housing & Emergency & Other Relief Services<br>515960 Vocational Rehabilitation Services<br>515970 Child Day Care Services<br>515980 Arts, Entertainment and Recreation<br>515990 Other Services (except Public Administration)<br>517110 Moving Expense – Employee Transfer<br>531150 Printing and Binding Contract<br>531160 Advertising<br>531170 Informational Services<br>531190 Exhibitions, Shows and Special Events<br>531220 Burial Charges<br>531330 Jury and Witness Fees<br>531500 Moving Expenses – General<br>533100 Maintenance & Repair – Other Items<br>533110 Maintenance & Repair of Buildings & Grounds (outside vendors)<br>533120 Maintenance & Repair – Equipment (outside vendors)<br>533130 Maintenance & Repair of Telephone Equipment (outside vendors)<br>533140 Maintenance & Repair of Data Processing Equipment (outside vendors)<br>533150 Maintenance & Repair of Data Processing Software (outside vendors)<br><br>533190 Maintenance & Repair – Employee Uniforms<br>545110 Purchase of Land Improvements<br>545210 CIP (Construction in Progress) – Land Improvements<br>546210 Buildings and Other Structures – Construction and Renovation<br>546220 Major Maintenance and Repair of Equipment<br>547110 Highway and Bridge Construction Expense – Contractual<br>547120 Maintenance and Repairs to Highways and Bridges<br>547210 Major Maintenance and Renovation – Bridges<br>552100 Stipends – Other<br>552120 Teacher Stipends (“Incentive” payments)<br>552130 Oklahoma Police Corps Stipends<br>553160 Non-Employee Reportable Court Ordered or Legal Settlements<br>554190 Voter Registration Services<br>561140 Pollution Remediation |   |
| <input type="checkbox"/> <b>14 - GROSS PROCEEDS TO AN ATTORNEY</b><br>553180 Settlements – Paid To/Thru Attorney   |  |   |

## **A. GENERAL PROVISIONS**

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

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by 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.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.



A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

A.9.2.1. Any Addendum to the Contract;

A.9.2.2. Purchase order, as amended by Change Order (if applicable);

A.9.2.3. Solicitation, as amended (if applicable); and

A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

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

#### **A.10. Pricing**

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

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

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

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

#### **A.13 Negotiations**

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting

financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

#### **A.15. Award of Contract**

- A.15.1. 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.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier .
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

#### **A.18. Invoicing and Payment**

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.

A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

**A.19. Tax Exemption**

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

**A.20. Audit and Records Clause**

A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

**A.21. Non-Appropriation Clause**

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

**A.22. Choice of Law**

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

**A.23. Choice of Venue**

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

**A.24. Termination for Cause**

A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

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

**A.25. Termination for Convenience**

A.25.1. The State may terminate the Contract, in whole or in part, for convenience if 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.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

**A.26. Insurance**

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

**A.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

**A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**A.29. 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.30. 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.



# SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

**Dispatch via Print**

**Department of Health**  
OKLAHOMA STATE DEPT OF HEALTH  
SHIPPING & RECEIVING  
123 ROBERT S. KERR AVE., SUITE 1702  
OKLAHOMA CITY OK 73102-6406

|                          |             |                        |                     |
|--------------------------|-------------|------------------------|---------------------|
| <b>Request Quote ID.</b> | <b>Date</b> | <b>Buyer</b>           | <b>Page</b>         |
| 3400001744               | 02/15/2022  | Regina A Sackett       | 1                   |
| <b>Payment Terms</b>     | <b>Date</b> | <b>Time Quote Open</b> | <b>Closing</b>      |
| 0 Days                   | 02/16/2022  | 03:00 PM               | 03/08/2022 03:00 PM |

Requisition Number Reference: FY22 Safe Sleep Kits

**Ship To:** OKLAHOMA STATE DEPT OF HEALTH  
SHIPPING & RECEIVING  
123 ROBERT S. KERR AVE., SUITE 1702  
OKLAHOMA CITY OK 73102-6406

**Bill To:** OKLAHOMA STATE DEPT OF HEALTH  
ACCOUNTS PAYABLE  
123 ROBERT S. KERR AVE., SUITE 1702  
OKLAHOMA CITY OK 73102-6406

**Supplier:** NAME \_\_\_\_\_  
Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Supplier Responses**

| Line | Cat CD / Item # - Descr    | Qty. | UOM | Unit Cost | Ext. Cost |
|------|----------------------------|------|-----|-----------|-----------|
| 1    | 56101804 / Safe Sleep Kits | 1    | EA  |           |           |

**This is NOT AN ORDER**

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

**Authorized Signature**



# SOLICITATION REQUEST

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Request for Bid

**Dispatch via Print**

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| 3400001744               | 02/15/2022                 | Regina A Sackett    | 2           |
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| 0 Days                   | 02/16/2022 03:00 PM        | 03/08/2022 03:00 PM |             |

Requisition Number Reference: FY22 Safe Sleep Kits

**Department of Health**  
 OKLAHOMA STATE DEPT OF HEALTH  
 SHIPPING & RECEIVING  
 123 ROBERT S. KERR AVE., SUITE 1702  
 OKLAHOMA CITY OK 73102-6406

**Ship To:** OKLAHOMA STATE DEPT OF HEALTH  
 SHIPPING & RECEIVING  
 123 ROBERT S. KERR AVE., SUITE 1702  
 OKLAHOMA CITY OK 73102-6406

**Supplier:** NAME \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Bill To:** OKLAHOMA STATE DEPT OF HEALTH  
 ACCOUNTS PAYABLE  
 123 ROBERT S. KERR AVE., SUITE 1702  
 OKLAHOMA CITY OK 73102-6406

### Supplier Responses

| Line   | Cat CD / Item # - Descr | Qty. | UOM | Unit Cost | Ext. Cost |
|--|-------------------------|------|-----|-----------|-----------|
| THE OSDH HAS A MAXIMUM OF \$50,000.00 BUDGETED FOR THIS PURCHASE AND KITS MUST INCLUDE THE COST OF SHIPPING. |                         |      |     |           |           |

THESE KITS MUST INCLUDE THE FOLLOWING ITEMS AND SPECIFICATIONS:

#### ITEM 1. PORTABLE CRIB REQUIRED SPECIFICATIONS:

- a. Must come in a gender-neutral color or pattern
- b. Child Weight Max: 30 lbs.
- c. Product Dimensions (in inches): 28-30 inches Height (Comparable to Graco pack-n-play)
- d. Product Weight: 18-23 lbs.
- e. Width: 28-29 inches
- f. Length: 39-45 inches
- g. Include Consumer Warnings such as: "for use by children unable to climb out, less than 35 inches tall".
- h. Care and maintenance instructions
- i. Automatically Folding Feet and Wheels;
- j. Durable frame, yet easily folds for storage;
- k. Easy assembly and unlock pull tag
- l. Mesh for sides of play yard
- m. Removable full-sized bassinet with easy-on clips,
- n. Convenient carry bag to consolidate one portable unit for ease of travel and storage.
- o. Packaging must include Safe Sleep instructions on literature consistent with AAP Recommendations as referenced above; available English and Spanish
- p. Zero to low recall rate according to the CPSC (Consumer Product Safety Commission)

#### ITEM 2. SLEEP SACK REQUIRED SPECIFICATIONS:

- a. Micro-fleece or muslin fabric
- b. Inverted zipper
- c. Height: 19" to 26" inches
- d. Size: Newborn/Birth to 3 months; Weight: 5-10 lbs.
- e. Product Weight: 1.7-5.6 ounces (cotton or muslin fabric) or 8 ounces (micro fleece)
- f. Sleeveless
- g. Machine-washable
- h. Packaging must include Safe Sleep instructions that are consistent with AAP Recommendations a referenced above; available in English and Spanish
- i. Zero to low call recall rate according to the CPSC

#### ITEM 3. FITTED SHEET REQUIRED SPECIFICATIONS:

- a. At least 20% cotton
- b. Length: 39 inches
- c. Width: 27 inches
- d. Machine-washable
- e. Phthalate free, bpa free, lead free, latex free
- f. Product Weight: 3.2-4.5 ounces. (cotton or muslin fabric)
- g. Zero to low call recall rate according to the CPSC h. Sheet must securely fit portable crib mattress

Pricing Year One (Initial) \$ \_\_\_\_\_ Per Kit Maximum Quantity: \_\_\_\_\_  
 Pricing Year Two: \$ \_\_\_\_\_ Per Kit Maximum Quantity: \_\_\_\_\_  
 Pricing Year Three: \$ \_\_\_\_\_ Per Kit Maximum Quantity: \_\_\_\_\_

Safe Sleep Kit with Portable Crib (as described below) or Approved Equivalent Responses on all items are to include:

Brand Name: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_  
 Model Number: \_\_\_\_\_  
 Country of Origin: \_\_\_\_\_

### This is NOT AN ORDER

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**Authorized Signature**



# SOLICITATION REQUEST

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Request for Proposal

Request for Bid

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| <b>Request Quote ID.</b> | <b>Date</b>                | <b>Buyer</b>        | <b>Page</b> |
| 3400001744               | 02/15/2022                 | Regina A Sackett    | 3           |
| <b>Payment Terms</b>     | <b>DateTime Quote Open</b> | <b>Closing</b>      |             |
| 0 Days                   | 02/16/2022 03:00 PM        | 03/08/2022 03:00 PM |             |

Requisition Number Reference: FY22 Safe Sleep Kits

**Department of Health**  
 OKLAHOMA STATE DEPT OF HEALTH  
 SHIPPING & RECEIVING  
 123 ROBERT S. KERR AVE., SUITE 1702  
 OKLAHOMA CITY OK 73102-6406

**Ship To:** OKLAHOMA STATE DEPT OF HEALTH  
 SHIPPING & RECEIVING  
 123 ROBERT S. KERR AVE., SUITE 1702  
 OKLAHOMA CITY OK 73102-6406

**Supplier:** NAME \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Bill To:** OKLAHOMA STATE DEPT OF HEALTH  
 ACCOUNTS PAYABLE  
 123 ROBERT S. KERR AVE., SUITE 1702  
 OKLAHOMA CITY OK 73102-6406

### Supplier Responses

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

Portable Crib, packaged minimally with one fitted sheet, one sleep sack, one safe sleep book for babies, and safe sleep literature, commonly referred to as "The Safe Sleep Kit" in alignment with 2016 American Academy of Pediatrics (AAP) recommendations for a Safe Infant Sleeping Environment. These items must be packaged together. One Sample Package must be delivered with bid. Samples sent to OSDH will only be returned at the expense of the bidder. Samples will be returned only if vendor provides a postage paid self-addressed envelope or shipper call tag, (must include bid number). Samples not claimed 30 days after award will be disposed of at the discretion of OSDH Procurement Division.

SAMPLES SHALL BE SUBMITTED TO:

OKLAHOMA STATE DEPARTMENT OF HEALTH  
 Procurement/ ATTN: Regina Sackett  
 ITB#3400001744  
 123 Robert S. Kerr Ave.  
 Oklahoma City, Oklahoma 73102

FAILURE TO SUBMIT REQUESTED SAMPLES MAY DEEM PROPOSAL AS NON-RESPONSIVE.

All safe sleep messaging provided in kits, including safe sleep messaging on fabric, must be in alignment with 2016 AAP Recommendations for a Safe Infant Sleeping Environment, and available in English and Spanish.

Brand name(s) mentioned are for reference only. Alternate bids will only be considered when specifications /product samples are included with the bid for evaluation.

IMMEDIATE DELIVERY IS NEEDED. Bidders indicate your earliest delivery date. Earliest delivery will be considered in contract award.

DELIVERY DATE: \_\_\_\_\_

Quantities are estimated because of variance in need; therefore, the actual quantity may be more or less than the amount indicated. Exact locations and quantities will be finalized with vendor after award has been made.

Product meets specifications? Yes \_\_\_\_\_ No \_\_\_\_\_. If no, please provide explanation \_\_\_\_\_

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

### Supplier Remarks:

COMMENTS:  
 THIS BID WILL BE EVALUATED AND AWARDED ON BEST VALUE BASED ON THE FOLLOWING CRITERIA:  
 a. Specification Checklist  
 b. Maximum Quantity for Budget Amount  
 c. Delivery Time  
 d. Recall Rate

VENDOR DELIVERY TO BE COORDINATED WITH PROGRAM AREA AFTER AWARD.

SECTION B: SPECIAL PROVISIONS

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**Authorized Signature**



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**Department of Health**  
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|                          |                            |                     |             |
|--------------------------|----------------------------|---------------------|-------------|
| <b>Request Quote ID.</b> | <b>Date</b>                | <b>Buyer</b>        | <b>Page</b> |
| 3400001744               | 02/15/2022                 | Regina A Sackett    | 4           |
| <b>Payment Terms</b>     | <b>DateTime Quote Open</b> | <b>Closing</b>      |             |
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**Supplier Responses**

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

VENDOR ACKNOWLEDGES, BY RECEIPT OF THIS INSTRUMENT, DOCUMENT OR COMMUNICATION, THAT ANY AGREEMENT ENTERED INTO OR EXECUTED BY THE PARTIES IS SUBJECT TO THE PROVISIONS OF THE OKLAHOMA CENTRAL PURCHASING ACT, 74 O.S., § 85.1, ET SEQ.

NO ORAL STATEMENT, ONLINE CLICK WRAP AMENDMENTS, FACSIMILE, MAIL OR OTHER NOTIFICATION ISSUED BY VENDOR

**This is NOT AN ORDER**

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**Authorized Signature**