

State of Oklahoma Oklahoma State Dept of Health

Solicitation Cover Page

| l. 3. | Solicitation | | 400001646 of Requirement: | | 2. Solicitation Is | ssue Date: | 06/19/2019 |
|----------|--------------|-----------|--|-----------------------|--------------------|--------------------------|-----------------|
| Tł | | harmacy | epartment of Health, In Refrigerators. Details | | | | |
| Q | | | is RFQ are to be submrthis time may not be | | erth@health.ok.gov | by 06/21/20 ⁻ | 19 3:00 PM CST. |
| Ρl | LEASE NOT | E THIS I | S A SHORT BID. | | | | |
| <u> </u> | Respons | e Due | Date ¹ : 06/26/20 | 19 | Time: | 3РМ | CST/CDT |
| 5. | Issued By | and RE | TURN SEALED | BID TO ² : | | | |
| | U.S. Pos | tal Deliv | ery Address: | N/A | | | |
| | Commor | n Carrier | Delivery Address: | N/A | | | |
| | Electron | ic Subm | ission Address: | berth@health. | ok.gov | | |
| 6. | Solicitation | n Type (| type "X" at one below): | 1 | | | |
| | | | Invitation to Bid | | | | |
| | | | Request for Proposal | | | | |
| | | Χ | Request for Quote | | | | |
| 7. | Contractin | g Office | r: | | | | |
| | | _ | Howard B. Hopps | | | | |
| | | Phone: | (405) 271-9444 ext. 5 | 6369 | | | |
| | | Email: | berth@health.ok.gov | | | | |

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments"). ² If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries.



State of Oklahoma **Oklahoma State Dept of Health**

Responding Bidder Information

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

| 1. | RE: Solicitation # 3400001646 | |
|----|--|---|
| 2. | Bidder General Information: | |
| | FEI / SSN : | Supplier ID: |
| | Company Name: | |
| 3. | Bidder Contact Information: | |
| | Address: | |
| | City: | |
| | Contact Name: | |
| | | |
| | Phone #: | |
| | Email: | |
| | ☐ YES – Permit #: ☐ NO – Exempt pursuant to Oklahoma La | aws or Rules – Attach an explanation of exemption |
| 5. | Registration with the Oklahoma Secret | ary of State: |
| | YES - Filing Number: | |
| | | uccessful bidder will be required to register with the Secretary of at that provides specific details supporting the exemption the r 405-521-3911). |
| 6. | Workers' Compensation Insurance Cov | verage: |
| | Bidder is required to provide with the bid a Oklahoma Workers' Compensation Act. | a certificate of insurance showing proof of compliance with the |
| | ☐ YES – Include with the bid a certificate | of insurance. |
| | | pensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a |

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

| ☐ 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. | | | | | |
| | | | | | |
| | | | | | |
| Authorized Signature | Date | | | | |
| | | | | | |
| Printed Name | Title | | | | |

7. Disabled Veteran Business Enterprise Act



State of Oklahoma Oklahoma State Dept of Health

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

| Agency Name: | Ol;ahoma State I | Department of Health | Agency Number: | 34000 |
|---|--|---|---|--|
| Solicitation or P | urchase Order #: | 3400001646 | | |
| Supplier Legal I | Name: | | | |
| 1. I am the certifying employer considers 2. I am fundaments 3. Neither any money of any money of certify, if away money of the certify any money of the certify. | s of competitive bid ne duly authorized ing the facts pertain yees, as well as fac eration in the lettin illy aware of the fac een personally and in the bidder nor an a. to any collusion refrain from bid b. to any collusion to any other te c. in any discuss for special condition in a acquisition in a rarded the contract portrol has paid, giver other thing of values. | agent of the above named bidder so ning to the existence of collusion are its pertaining to the giving or offering of any contract pursuant to said be its and circumstances surrounding. I directly involved in the proceeding yone subject to the bidder's direction on among bidders in restraint of free diding, on with any state official or employe erms of such prospective contract, no ions between bidders and any state as ideration in the letting of a contract on with any state agency or political contradiction to Section 85.45j.1. of whether competitively bid or not, no | nong bidders and betw g of things of value to id; the making of the bid to s leading to the submit on or control has been adom of competition by the as to quantity, quality or e official concerning exit, nor subdivision official or this title. the either the contractor of the or donate to any official | government personnel in return for special to which this statement is attached and ission of such bid; and a party: y agreement to bid at a fixed price or to by or price in the prospective contract, or as exchange of money or other thing of value employee as to create a sole-source for anyone subject to the contractor's cer or employee of the State of Oklahoma |
| development of | of a contract for s | | | been involved in any manner in the y the supplier to fulfill any of the services |
| The undersigne executed for the | | agent for the above named supplier | , by signing below ack | knowledges this certification statement is |
| ☐ the co | mpetitive bid attacl | ned herewith and contract, if award | ed to said supplier; | |
| ☐ the co Oklah | ntract attached hei oma statutes. | ewith, which was not competitively | bid and awarded by th | ne agency pursuant to applicable |
| | Supplier Authorize | d Signature | C | Certified This Date |

Printed Name

Phone Number

Fax Number

Title

Email

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 an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- 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.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

| | _ | | _ | | |
|-----|-----|-----|--------------|------|---|
| A.6 | 2 | RIA | (n | enin | ~ |
| M.1 | O - | DIU | \mathbf{v} | | u |

| Sealed bids shall be opened by t | he Emails opened 6/3/2019 3:00 PM | located at | |
|----------------------------------|--|-----------------|-----------------------|
| | at the time and date specified in the solicitation | on as the Respo | nse Due Date and Time |

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

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

A.9. Legal Contract

A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

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

A.11. Manufacturers' Name and Approved 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.

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.

ICITATION REQUEST Request for Proposal X Request for Quote

| Request Quote ID. | Date | Buyer | Page |
|-------------------|-------------|------------------|------|
| 3400001646 | 06/14/2019 | Howard Hopps | 1 |
| Payment Terms | DateTime Qu | ote Open Closing | |
| 0 Days | 06/18/2019 | 11:24 AM | |

Request for Bid

Dispatch via Print

From Req 20374 Vaccine Storage

| I | Det | oar | tme | nt o | t He | alth | 1 |
|---|------|------|------|--------|--------|------|-------------|
| (| ŌKL, | ÄĤŌ | MA S | STATE | DEPT | OF I | I HEALTH |
| | | | | | IVING | | |
| 1 | 1000 |) NE | 10TI | H ST | | | |
| (| OKL | AHO | MA C | CITY (|)K 731 | 1712 | 99 |

Authorized Signature

OKLAHOMA STATE DEPT OF HEALTH Ship To: **ACCOUNTS PAYABLE**

1000 NE 10TH ST

Requisition Number Reference:

OKLAHOMA CITY OK 731171299

OKLAHOMA STATE DEPT OF HEALTH Bill To:

Supplier: NAME ACCOUNTS PAYABLE Address: Address: 1000 NE 10TH ST ST: City: OKLAHOMA CITY OK 731171299 Supplier Responses Line Cat CD / Item # - Descr Qty. UOM **Unit Cost** Ext. Cost Vaccine Storage Units 24131500 / EΑ K2 Scentific Model: K204SDR or equivalent Freestanding 4 cu. ft. undercounter laboratory refrigerator

SPECIFICATIONS:

This is NOT AN ORDER

for quote Number.

Temperature stability of ±2°C from the set point Intelligent microprocessor controller with digital display Adjustable temperature control Variable (cycle) defrost Audible and visual high or low temperature alarms Magnetically sealed door with rapid cool-down mode after door opening Door-activated and exterior switch-activated interior LED lighting Three shelves adjustable by 1 inch increments Cabinet constructed of steel with CFC-free, high density insulation R600a or equivalent refrigerant Forced air circulation Leveling legs Keyed door lock Remote alarm contacts Temperature probe Data logger access port UL and cUL listed Two year full replacement for parts or compressor failure MEETS SPECIFICATIONS Yes_____ No_

All returned quotes and related documents must be identified with our request

The brand name herein mentioned is for comparable quality and identification purposes only.

| Lead | d Time: |
|------|--|
| | Freight Terms: FOB DEST Ship Via: COMMON |
| | VENDOR MUST INDICATE BRAND, BRAND NUMBER, MANUFACTURERS NUMBER, AND PACKAGING IN THE SPACE PROVIDED. DOCUMENTATION OF PRODUCT SPECIFICATIONS MUST ALSO BE PROVIDED WITH THIS BID RESPONSE TO ENSURE PRODUCT ACCEPTABILITY AND/OR COMPATIBILITY. IF BIDDING AS SPECIFIED, STATE ON BID. |
| | DELIVERY AND INSTALLATION CHARGE \$ |
| | MEETS SPECIFICATIONS Yes No |
| | DELIVER 1 UNIT TO: Adair County Health Department - 600 West Hickory, Stilwell, OK 74960 - Hours are 805 closed for lunch 12-1 - phone number 918.696.7292 - Maria Alexander |
| | DELIVERY AND INSTALLATION FEE: \$ |
| | Mayes County Health Department - 111 Northeast First, Pryor, OK 74361 - Hours are 8-5 closed for lunch 12-1 - phone number 918.825.4224 Maria Alexander |

SOLICITATION REQUEST

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| epartment | of Health | Requisition Numb | er Reference: | From Reg 20374 | Vaccine Storage | |

Department of HealthOKLAHOMA STATE DEPT OF HEALTH SHIPPING & RECEIVING 1000 NE 10TH ST OKLAHOMA CITY OK 731171299

Ship To: OKLAHOMA STATE DEPT OF HEALTH ACCOUNTS PAYABLE 1000 NE 10TH ST OKLAHOMA CITY OK 731171299

Supplier: NAME OKLAHOMA STATE DEPT OF HEALTH Bill To: Address: ACCOUNTS PAYABLE Address: 1000 NE 10TH ST City: ST: ZIP: OKLAHOMA CITY OK 731171299 Supplier Responses Line Cat CD / Item # - Descr Qty. **UOM Unit Cost** Ext. Cost 3 24131500/ Vaccine Storage Unit EΑ K2 Scientific Model: K249SDR or equivalent 49 cu. ft. Vaccine Storage Unit Refrigerator The brand name herein mentioned is for comparable quality and identification purposes only. SPECIFICATIONS: Medical-Grade Vaccine/Pharmacy Solid Door Upright Refrigerator Intelligent microprocessor touchscreen LCD display, password protected

Cabinet and ambient air temperature displays

Adjustable temperature control

Audible and visual high or low temperature alarms

Power failure audible alarm Door ajar audible alarm Low battery audible alarm

Data Logger with USB

Variable (cycle) defrost

Magnetically sealed door with rapid cool-down mode after door opening

Door-activated and exterior switch-activated interior LED lighting Three shelves per door standard, additional shelves can be added

Shelves are adjustable

Exterior and interior cabinet constructed of stainless steel with CFC-free, high density insulation

R290a or equivalent refrigerant

Forced air circulation

Casters

Keyed door lock

Remote alarm contacts

Temperature probe and data logger access port

UL and cUL listed

Warranty: 2 year full replacement for parts or compressor failure

DELIVER TO:

Beckham County Health Department 115 South 4th, Sayre, OK 73662 - Hours 8-5 closed for lunch 12-1 - phone 580.928.5551. - Cara Gluck

MEETS SPECIFICATIONS Yes_ _ No_

DELIVERY AND INSTALLATION CHARGE \$_

VENDOR MUST INDICATE BRAND, BRAND NUMBER, MANUFACTURERS NUMBER, AND PACKAGING IN THE SPACE PROVIDED. DOCUMENTATION OF PRODUCT SPECIFICATIONS MUST ALSO BE PROVIDED WITH THIS BID RESPONSE TO ENSURE PRODUCT ACCEPTABILITY AND/OR COMPATIBILITY. IF BIDDING AS SPECIFIED, STATE ON BID.

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partment of Health OKL'AHOMA STATE DEPT OF HEALTH SHIPPING & RECEIVING 1000 NE 10TH ST OKLAHOMA CITY OK 731171299

Supplier: NAME

Address: Address:

City:

Ship To: OKLAHOMA STATE DEPT OF HEALTH **ACCOUNTS PAYABLE**

1000 NF 10TH ST

OKLAHOMA CITY OK 731171299

OKLAHOMA STATE DEPT OF HEALTH Bill To:

ACCOUNTS PAYABLE 1000 NE 10TH ST

OKLAHOMA CITY OK 731171299

Supplier Responses

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

Supplier Remarks:

COMMENTS: SECTION B. SPECIAL PROVISIONS

THIS RFQ WILL BE AWARDED LOWEST AND BEST

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TO BE BILLED IN ARREARS

PURCHASE ORDER NUMBER SHOULD APPEAR ON ALL DOCUMENTATION, INCLUDING BUT NOT LIMITED TO: PACKING SLIPS, INVOICES, BILLS OF LADING, CORRESPONDENCE, SUBJECT LINE OF EMAILS, ENVELOPE ADDRESSES AND PACKAGES. THE PURCHASE ORDER NUMBER SHOULD BE VISIBLE WITHOUT THE NEED TO OPEN THE PACKAGE. SHIPMENTS, INVOICES AND OTHER DOCUMENTATION NOT PROPERLY IDENTIFIED BY PURCHASE ORDER NUMBER MAY RESULT IN REFUSAL OF DELIVERY, DELAYED PAYMENT OR OTHER DELAYS IN RESPONSE.

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 SHALL MODIFY OR OTHERWISE EFFECT THE TERMS, CONDITIONS, OR SPECIFICATIONS STATED IN THIS PURCHASE ORDER UNLESS ACCEPTED IN WRITING BY THE OKLAHOMA STATE DEPARTMENT OF HEALTH, PROCUREMENT SERVICE.

THIS CONTRACT IS FOR AN INDEFINITE QUANTITY AND THE STATE MAY, OR MAY NOT, BUY THE QUANTITY MENTIONED IN THIS CONTRACT. VENDOR MUST CLEAR ALL SHIPMENTS WITH AGENCY PRIOR TO SHIPPING ANY PORTION OF THIS CONTRACT.

THIS CONTRACT SHALL BE CONSIDERED TO BE IN FORCE UNTIL THE EXPIRATION DATE OR UNTIL 30 DAYS AFTER NOTICE HAS BEEN GIVEN BY EITHER PARTY OF ITS DESIRE TO TERMINATE THE CONTRACT.

FUNDING: DUE TO POSSIBLE FUTURE REDUCTIONS IN STATE AND/OR FEDERAL APPROPRIATIONS, THE DEPARTMENT CANNOT GUARANTEE THE CONTINUED AVAILABILITY OF FUNDING FOR THIS CONTRACT, NOT WITHSTANDING THE CONSIDERATION STATED ABOVE. IN THE EVENT FUNDS TO FINANCE THIS CONTRACT BECOME UNAVAILABLE, EITHER IN FULL OR IN PART, DUE TO SUCH REDUCTIONS IN APPROPRIATIONS, THE DEPARTMENT MAY TERMINATE THE CONTRACT OR REDUCE THE CONSIDERATIONS UPON NOTICE IN WRITING TO VENDOR. THE DEPARTMENT SHALL BE THE FINAL AUTHORITY AS TO THE AVAILABILITY OF FUNDS. IN THE EVENT OF NON-APPROPRIATION OR DISCONTINUANCE OF FUNDING FOR THIS CONTRACT, THE VENDOR WILL BE PAID FOR PRODUCTS AND/OR SERVICES PROVIDED UP TO THE EFFECTIVE DATE OF TERMINATION.

| Vendor Lead Time: |
|--|
| TERMS AND CONDITIONS: Payment Terms: 45 Days, billed in arrears Shipping Terms: FOB Destination |
| INVOICE CONTACT: ACCOUNTS PAYABLE: 405-271-4042 |
| ALL INVOICES MUST BE SENT ELECTRONICALLY TO THE FOLLOWING MAILBOX: accountspayable@health.ok.gov PROMPT PAYMENT DISCOUNT: Does your firm offer a prompt payment discount in accordance with General Provision A.18.5? Yes No lives, provide detailed prompt payment discounts offered or respond with None. |

This is NOT AN ORDER

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

Authorized Signature

SOLICITATION REQUEST



X Request for Quote

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Department of Health OKLAHOMA STATE DEPT OF HEALTH SHIPPING & RECEIVING 1000 NE 10TH ST OKLAHOMA CITY OK 731171299

Supplier: NAME

Address: Address:

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Request for Proposal

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Requisition Number Reference:

From Req 20374 Vaccine Storage

Ship To: OKLAHOMA STATE DEPT OF HEALTH ACCOUNTS PAYABLE

1000 NE 10TH ST

OKLAHOMA CITY OK 731171299

Bill To: OKLAHOMA STATE DEPT OF HEALTH

ACCOUNTS PAYABLE 1000 NE 10TH ST

OKLAHOMA CITY OK 731171299

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

Prompt payment discounts will be taken into consideration in determining the lowest and best price quote/bid.