



## Solicitation Cover Page

1. Solicitation #: 3080000361

2. Solicitation Issue Date: 7/17/2017

3. Brief Description of Requirement:

On behalf of the Oklahoma State Bureau of Investigation (OSBI), Office of Management and Enterprise Services Central Purchasing (OMES) is requesting proposals for custom blood collection kits.

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **3:00 p.m. CDT on July 24, 2017**. Questions are to be emailed to [Leanna.Edmonds@omes.ok.gov](mailto:Leanna.Edmonds@omes.ok.gov). Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers.

NOTE: Please note that on a Request for Proposal (RFP), no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date<sup>1</sup>: August 2, 2017 Time: 3:00 PM CST/CDT

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

U.S. Postal Delivery Address: 5005 N LINCOLN BLVD, STE 300

OKLAHOMA CITY, OK 73105

Common Carrier Delivery Address: 5005 N LINCOLN BLVD, STE 300

OKLAHOMA CITY, OK 73105

Electronic Submission Address: N/A

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

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

7. Contracting Officer:

Name: Leanna Edmonds

Phone: 405-521-2133

Email: [Leanna.Edmonds@omes.ok.gov](mailto:Leanna.Edmonds@omes.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



## Responding Bidder Information

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

1. **RE: Solicitation #** 3080000361

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 a certificate of insurance with the bid

☐ NO - Attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



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

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma State Bureau of Investigation Agency Number: 308

Solicitation or Purchase Order #: 3080000361

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

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

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☒ the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

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

\_\_\_\_\_  
Certified This Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

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## **A. GENERAL PROVISIONS**

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

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "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 Central Purchasing Division 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 Central

Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

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

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, 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. Bid Opening**

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response 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 Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

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

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation 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 Central Purchasing 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 Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written 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 Central Purchasing Division.

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

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will be net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. Discounts offered must be in half or whole percent increments. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

#### **A.19. Tax Exemption**

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 Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.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 Central Purchasing Division and 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.

## **B. SPECIAL PROVISIONS**

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

Initial contract is for date of award through June 30, 2018. Contract may be renewed for up to four (4) successive one-year periods.

- |               |                      |                          |
|---------------|----------------------|--------------------------|
| <b>B.1.1.</b> | 1st Option to renew: | 07-01-2018 to 06-30-2019 |
| <b>B.1.2.</b> | 2nd Option to renew: | 07-01-2019 to 06-30-2020 |
| <b>B.1.3.</b> | 3rd Option to renew: | 07-01-2020 to 06-30-2021 |
| <b>B.1.4.</b> | 4th Option to renew: | 07-01-2021 to 06-30-2022 |

### **B.2. Extension of Contract**

The State may extend the term of this contract for up to ninety (90) day intervals if mutually agreed upon by both parties in writing.

### **B.3. Indefinite Quantity**

This is an indefinite quantity contract. The Oklahoma State Bureau of Investigation (OSBI) may or may not buy the quantity mentioned on this solicitation

### **B.4. Warranties, Guarantees, and Exchange Policies**

Bidders shall provide all standard manufacture's warranties, guarantees, and/or exchange policies for defective items purchased under this contract.

### **B.5. Incurred Costs**

The OSBI is not liable for any cost associated with the preparation of bidders' proposals or any costs incurred by any bidder prior to the issuance of any agreement of contract.

### **B.6. Invoices**

- B.6.1.** Invoices should be sent when kits are ordered and may include the amount due, the payment due date, the date of the invoice, a description of the goods, and customer information.
- B.6.2.** Please send invoices to:  
OSBI  
Attn: Accounting Department  
6600 North Harvey  
Oklahoma City, OK 73116

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Purpose**

The Oklahoma State Bureau of Investigation (OSBI) is seeking to establish a contract for custom blood collection kits.

### **C.2. Specifications for Custom Blood Collection Kits**

- C.2.1.** The kit must be approved by the Director of the Oklahoma Board of Tests for Alcohol and Drug Influence and must be equal in design, quality, and construction to the kit requested in this solicitation.
- C.2.2.** Blood collection kits shall be custom made, private labeled, and each numbered with a unique identification number (Blood Kit Number) for the Oklahoma State Bureau of Investigation.
- C.2.3.** The kit has been specifically designed for the OSBI.
- C.2.4.** Kits will be sequentially numbered. Number will be provided by the OSBI and will be six (6) digits.
- C.2.5.** Blood tubes will have a minimum expiration date of eighteen (18) months from date of shipment of kits.
- C.2.6.** Manufacturer shall maintain lot number and complete traceability of all kits and provide records upon request.
- C.2.7.** The kit shall not contain the manufacturer's address.
- C.2.8. Contents of Custom Blood Collection Kits**

Each kit is to consist of the following components. Measurements are approximations and may vary slightly. All variations must be approved by OSBI. If measurements vary from specifications below, vendor is to provide description on the line provided.

- C.2.8.1.** One (1) Kit Box, 6 1/8"L X 5 1/8"W X 1 1/2"H, printed in red.

Describe Kit size if different from above:\_\_\_\_\_

C.2.8.1.1.Kit box to be pre-sealed at manufacturer via box-top integrity sealing tabs.

C.2.8.1.2.Kit box to be made of a minimum thickness of .045" white, wood board.

Describe if different from above:\_\_\_\_\_

C.2.8.1.3.Kit box corners to be stayed with a 7/8" wide 90 lbs. heat seal stay tape.

Describe if different from above:\_\_\_\_\_

C.2.8.1.4.Kit box tops and bases to be covered in 60 lbs. white litho wrap and printed in red.

Describe if different from above:\_\_\_\_\_

C.2.8.1.5.Kit boxes to be supplied with thumb holes on sides of kit box.

Describe if different from above:\_\_\_\_\_

C.2.8.1.6.Kit box to be label with affixed expiration date and lot number.

**C.2.8.2.** Seal of Oklahoma State Bureau of Investigation (Attachment A) to start approximately 3" from the top of the styrofoam container and center left/right and placed above sequential numbering. Graphic file provided with this solicitation.

**C.2.8.3.** One (1) Kit Instruction Sheet, printed on 8 1/2" X 11" white stock then folded in quarters to fit in kit box. Instructions must be clear. Instructions will be provided by OSBI after award of contract.

**C.2.8.4.** One (1) Blood Test Officer's Affidavit Form, Printed front and back on 8 1/2" X 11" white stock. This document will be provided by OSBI after award of contract.

**C.2.8.5.** One (1) Styrofoam Holder, Blood tube holder for three (3) blood tubes.

C.2.8.5.1.With 4 3/4 " X 4" label affixed sequentially numbered.

Describe if different from above:\_\_\_\_\_

C.2.8.5.2.With expiration date printed on the kit label in smaller font than sequential number and placed below sequential numbering.

C.2.8.5.3.With biohazard logo and wording (see attachment) in font and color to attract attention, ie, orange background with black font (not to be in black and white) printed in approximately 7/8" by 7/8"on the kit label in lower right hand corner.

Describe if different from above:\_\_\_\_\_

C.2.8.5.4.With lot number printed on the kit label in lower left hand corner.

**C.2.8.6.** Three (3) Blood Collection Tubes, 10 mL (gray-stoppered) containing 100 mg of sodium fluoride and 20 mg of potassium oxalate. (min. 18 months expiration date.)

Describe if different from above:\_\_\_\_\_

**C.2.8.7.** One (1) Multi-sample needle, 21G X 1.5" sterile.

Describe if different from above:\_\_\_\_\_

**C.2.8.8.** One (1) Saf-T-Clik tube and needle holder, Tube sleeve with needle guard.

Describe if different from above:\_\_\_\_\_

**C.2.8.9.** One (1) Plastic bag & pad, 8" X 10" re-sealable bag containing one liquid absorbing pad. The liquid absorbing pad should be approximately 3.5" x 3.5".

Describe if different from above:\_\_\_\_\_

**C.2.8.10.** One (1) Prep Pad, Povidone-iodine prep pad (PVP), does not contain alcohol.

**C.2.8.11.** One (1) Internal Kit Seal, 13"L X 1"W, printed in red on crack-and-peel type paper, for sealing styrofoam blood tube holder.

Describe if different from above:\_\_\_\_\_

**C.2.8.12.** Three (3) Blood Specimen Seals, 5 5/8"L X 1"W, printed in red on crack-and-peel type paper, seals to be sequentially numbered same as kit.

Describe if different from above:\_\_\_\_\_

**C.2.8.13.** Two (2) Kit Seals, 3"L X 1 1/2"W printed in red on crack-and-peel type paper, for resealing kit box after collection of blood specimens.

Describe if different from above:\_\_\_\_\_

**C.2.8.14.** One (1) FDA Insert, Product information sheet to comply with FDA regulations.

**C.2.8.15.** One (1) Biohazard Sticker, Sticker with biohazard logo and wording "BIOHAZARD" (orange background with black font) printed in approximately 1" by 1" with instructions "AFFIX THIS LABEL TO OUTSIDE OF KIT AFTER SPECIMEN COLLECTION". Sample of sticker logo on Attachment A.

**C.2.9.** Bidders are to provide the following contact information with the bid response for order inquires and expediting:

**C.2.9.1.** Contact person's name;

**C.2.9.2.** Telephone number;

**C.2.9.3.** Fax number; and

**C.2.9.4.** E-mail address.

**C.2.10.** Shipments and Delivery Time

**C.2.10.1.** Kits (indefinite quantity up to 10,000 annually) to ship three (3) to four (4) weeks after placement of order, with multiple shipments as needed, yearly.

**C.2.10.2.** Ship to Address:

OSBI FSC

800 East 2<sup>nd</sup> Street

Edmond, OK 73013

### **C.3. Mandatory Requirement**

**C.3.1.** Prototype

Bidders shall submit a complete prototype under separate cover for the OSBI to review and approve illustrating the following: box, print, and each component specified. Prototype kit must be a product of the bidder.

**C.3.1.1.** When received by the OSBI, all responses, inquires, prototypes, or correspondence relating to or in reference to this bid become property of the OSBI. Prototypes sent to the OSBI will not be returned.

## **D. EVALUATION**

### **D.1. Best Value**

This solicitation will be evaluated as best value in accordance with Title 74, §85. The best value criteria for this proposal is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:

**D.1.1.** Prototype

**D.1.2.** Delivery Time

**D.1.3.** Price

**D.1.4.** References

## **E. INSTRUCTIONS TO BIDDER**

### **E.1. Introduction**

Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award

### **E.2. Response Submission and Copies**

**E.2.1.** Supplier is to submit two (2) electronic copies of their complete response to include scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a CD.

**E.2.2.** Faxed or emailed responses will not be accepted. Original hard copies are not required or preferred. This overrides hard copy submittal requirements of A.2.4.

### **E.3. References**

**E.3.1.** All bidders are to provide three (3) professional references per Attachment C.

- E.3.1.1.** Supplier is to provide reference contact with the Reference Questionnaire (Attachment C) for completion. Completed Reference Questionnaires are to be submitted with the bid response.
- E.3.2.** Professional references should be currently providing, or have provided within the last year, comparable custom designed evidentiary specimen kits.
- E.3.3.** References may be contacted for validation.

## **F. CHECKLIST**

### **F.1. Vendor Response**

Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list and it is the Vendor's responsibility to ensure that they submit all required and requested documentation:

- F.1.1.** OMES Form CP 076 – Responding Bidder Information
- F.1.2.** OMES Form CP 004 – Certification for Competitive Bid and/or Contract
- F.1.3.** Solicitation Request – (H.1.)
- F.1.4.** Prototype
- F.1.5.** References
- F.1.6.** Vendor Payee form, if applicable. The Vendor Payee form is provided for the responding Supplier that is a new, non-registered payee. OMES Vendor Management requires the information in the attached form before payments can be made to the supplier.
- F.1.7.** Two (2) electronic copies (E.2.1)

## **G. OTHER**

### **G.1. Questions**

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **July 24, 2017 at 3:00 PM** Central Daylight Time. Questions are to be emailed to [Leanna.Edmonds@omes.ok.gov](mailto:Leanna.Edmonds@omes.ok.gov). Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, suppliers will be notified the amendment is on our website. Please be sure to reference the solicitation number when emailing questions.

Any communication regarding this solicitation must be sent to the Contracting Officer listed above. Failure to do so (contacting the agency directly), may result in your proposal being deemed as non-responsive.

### **G.2. Attachments**

- G.2.1.** Attachment A – Graphic of Biohazard Logo and the Seal of the Oklahoma State Bureau of Investigation
- G.2.2.** Attachment B – Images of previous kit
- G.2.3.** Attachment C – Reference Questionnaire
- G.2.4.** Attachment D – Vendor Payee Form. The Vendor Payee form is provided for the responding Supplier that is a new, non-registered payee. OMES Vendor Management requires the information in the attached form before payments can be made to the supplier.

## **H. PRICE AND COST**

### **H.1. Price Submission**

- H.1.1.** Submission of pricing is to be on the Solicitation Request page.
- H.1.2.** The price is to be submitted price per kit.
- H.1.3.** The amount shall encompass all associated costs, to include, but not limited to supplies, labor cost, delivery and fuel cost.
- H.1.4.** Price must include all storage and shipping.



# SOLICITATION REQUEST

☐ Request for Quote

☐ Request for Proposal

☐ Request for Bid

**Dispatch via Print**

**State Bureau of Investigation**  
OKLAHOMA STATE BUREAU OF INVESTIGATION  
6600 N HARVEY  
OKLAHOMA CITY OK 73116

Request Quote ID.	Date	Buyer	Page
3080000361	06/01/2017	Leanna Edmonds (090)	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	07/17/2017 09:00 AM	08/02/2017 03:00 PM	
Requisition Number Reference:		From Req ID - 3080001829	

**Ship To:** OKLAHOMA STATE BUREAU OF INVESTIGATION  
FORENSIC SCIENCE CENTER  
800 E 2ND STREET  
EDMOND OK 73034

**Bill To:** OKLAHOMA STATE BUREAU OF INVESTIGATION  
6600 N HARVEY  
OKLAHOMA CITY OK 73116

**Supplier:** NAME

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

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

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

					<b>Supplier Responses</b>	
Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost	
1	85121810 / Collection Kits for Blood Alcohol Collection of Toxicology Samples	10000	EA			

Date of award through June 30, 2018, Price per kit: \_\_\_\_\_

1st Option to renew July 1, 2018 through June 30, 2019, Price per kit: \_\_\_\_\_

2nd Option to renew July 1, 2019 through June 30, 2020, Price per kit: \_\_\_\_\_

3rd Option to renew July 1, 2020 through June 30, 2021, Price per kit: \_\_\_\_\_

4th Option to renew July 1, 2021 through June 30, 2022, Price per kit: \_\_\_\_\_

Price must include all storage and shipping

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

COMMENTS:

**This is NOT AN ORDER**

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

**Authorized Signature**

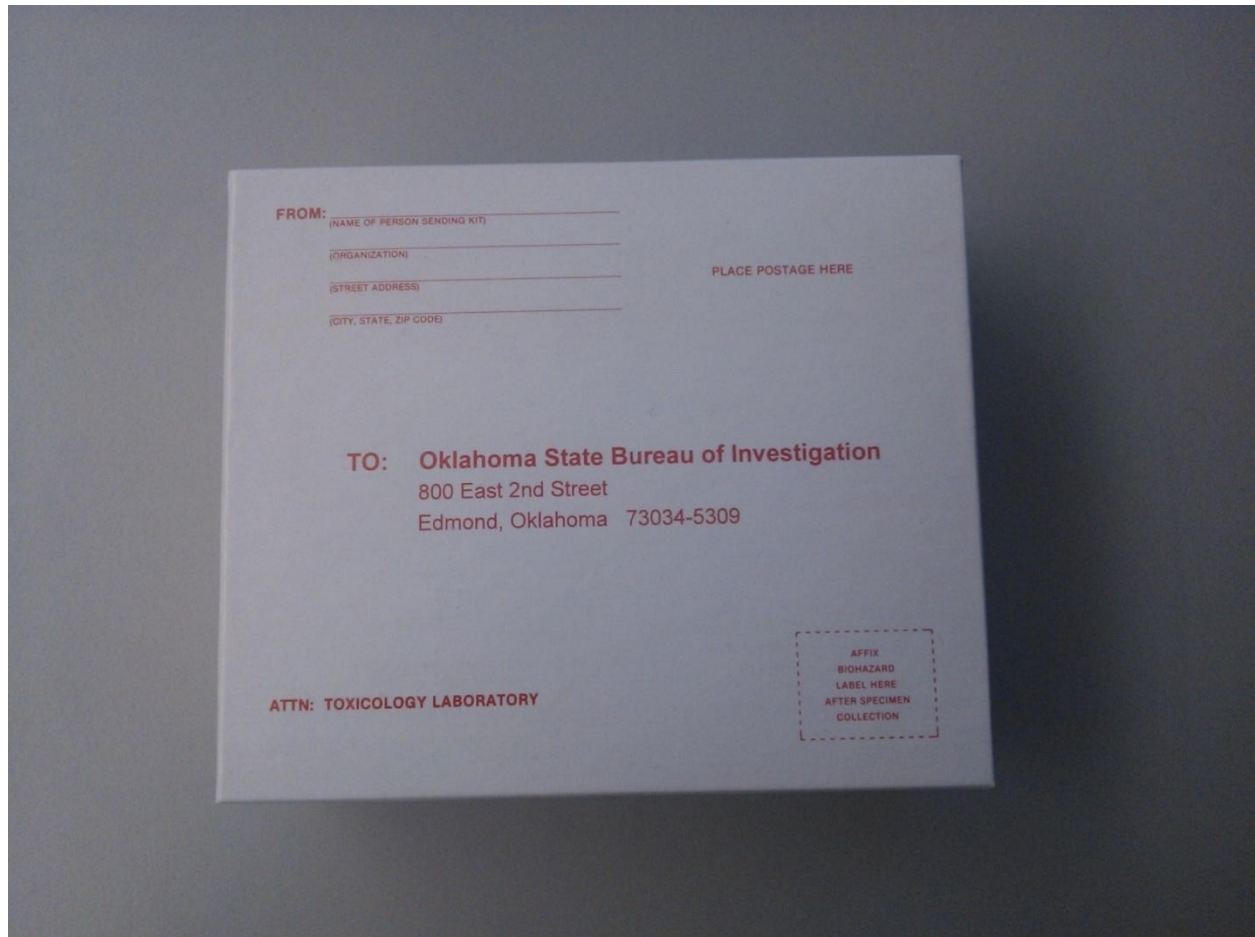
Attachment A

Biohazard Logo



Seal of the Oklahoma State Bureau of Investigation





Top View of Kit Box

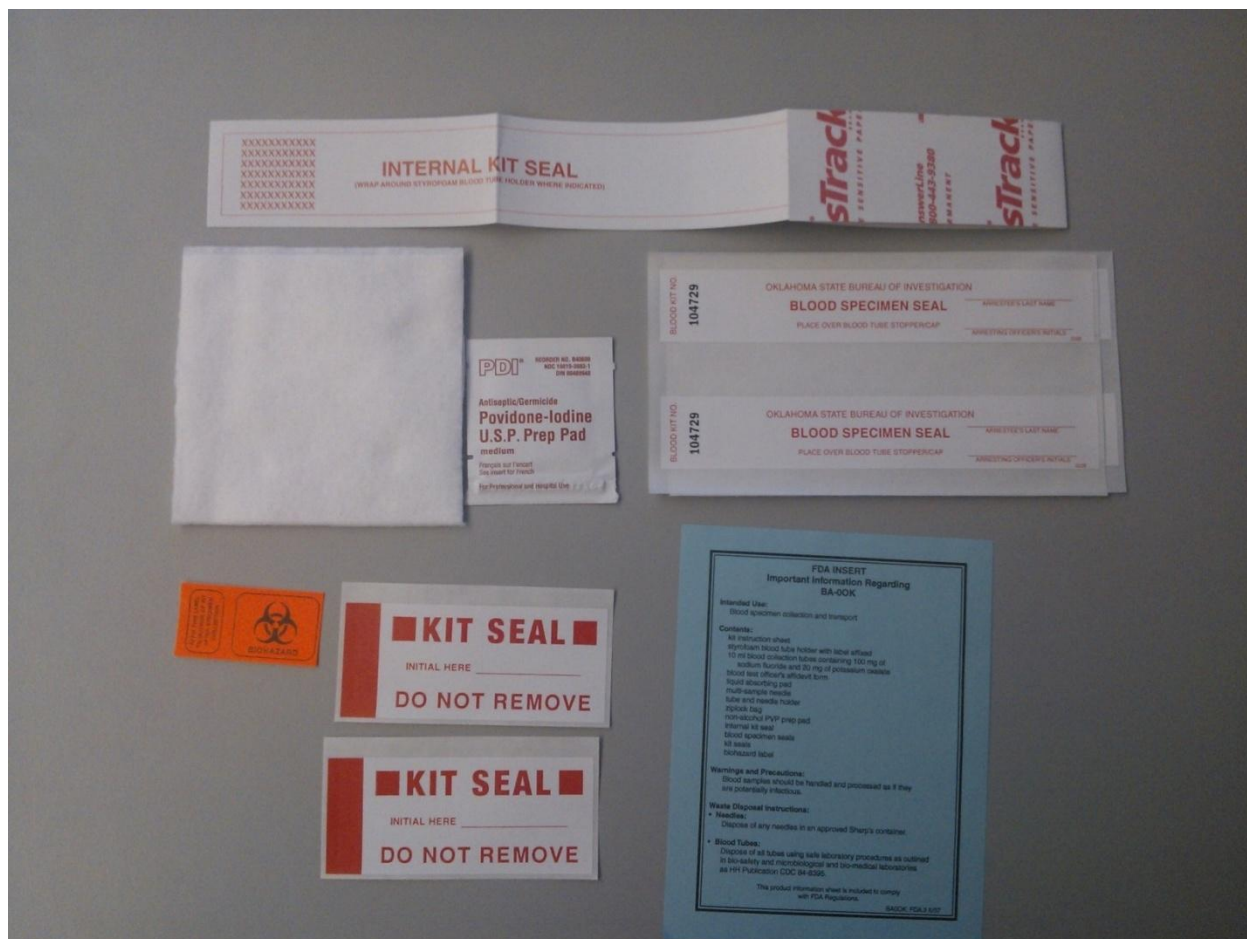


Side View of Kit Box



View of Box Interior (Styrofoam kit on right side)

## Attachment B



Interior Contents below Styrofoam kit

## Attachment B



Styrofoam kit contents

## Attachment B



Close-up of Kit Contents

# BOARD OF TESTS FOR ALCOHOL AND DRUG INFLUENCE

## INSTRUCTIONS FOR LAW ENFORCEMENT OFFICER FOR USE OF BLOOD ALCOHOL/DRUG SPECIMEN COLLECTION KIT

- STEP 1** If kit was not sealed when first opened, discard entire kit and obtain another kit. If the kit has expired, the hospital can use appropriate substitute items.
- STEP 2** The Officer should first fill out information requested on the **BLOOD TEST OFFICER'S AFFIDAVIT** form. It is provided with this kit and must be submitted with the kit.
- STEP 3** The Officer must witness blood withdrawal.
- STEP 4** Open the styrofoam blood tube holder and allow a qualified blood collector to collect blood specimens from the arrestee.

### INSTRUCTIONS FOR QUALIFIED BLOOD COLLECTOR

- STEP 5** **Using only the items provided in this kit or appropriate substituted items**, withdraw blood specimens allowing all four (4) blood tubes to fill to maximum volume. To assure proper blood mixing with anti-coagulant/preservative powder, invert the tubes immediately after collection. After collection, discard used needle, needle holder, and alcohol free prep pads.
- STEP 6** **Blood Collector must sign the BLOOD TEST OFFICER'S AFFIDAVIT form.**
- STEP 7** The Officer is to complete the information requested on the four (4) blood specimen tube seals and one (1) internal kit seal. All specimen seals must be completed.
- STEP 8** Using the four (4) blood specimen seals, wrap one (1) seal lengthwise over the top of each of the four (4) tubes.
- STEP 9** Return the four (4) sealed tubes to the styrofoam holder. Ensure that the tubes are properly positioned to prevent breakage.
- STEP 10** Close the styrofoam holder and seal with the internal kit seal. Overlap the seal on the top of the styrofoam holder so that the information completed on the seal is positioned on top of the styrofoam holder.
- STEP 11** The Officer is to complete the information requested on the label on top of the styrofoam holder.
- STEP 12** If DRE, check designated box on the label on the styrofoam holder.
- STEP 13** Place sealed styrofoam holder in the plastic ziplock bag and close end of bag. Do not remove liquid absorbing cotton pad from ziplock bag.
- STEP 14** Return sealed styrofoam holder to mailing container. Do not seal the kit mailing box at this time.
- STEP 15** Affix enclosed biohazard label where indicated on top of the kit mailing box, then return the two remaining kit seals to mailer box; do not use these at this time.
- STEP 16** Complete the remainder of the **BLOOD TEST OFFICER'S AFFIDAVIT** form and follow the directions at the bottom for distribution of form. Place the original in the mailing box. Close the mailing box and affix the two remaining seals on the mailing box and mail or deliver to the OSBI laboratory.

# BLOOD TEST OFFICER'S AFFIDAVIT

<b>UNDER 21</b>	YES	NO	CO#	CITY #	CITATION NUMBER

Section 1

ARREST DATE	TIME ARRESTED (MILITARY)	ARREST LOCATION			CITY		COUNTY			
ARRESTEE (LAST, FIRST, MIDDLE)					DOB (MO/DAY/YR)		HEIGHT	WEIGHT	RACE	SEX
ARRESTEE ADDRESS					CITY		STATE		ZIP CODE	
DL NUMBER	EXP. (MO/YR)	STATE	CLASS	RESTRICTIONS	ENDORSEMENTS	CMV/CDL Y   N	HAZ MAT PLACARDED Y   N	VEHICLE MAKE	VEHICLE MODEL	TAG #

On the above date, time and location the above named person was arrested and I had reasonable grounds to believe the person was driving or in actual physical control of a motor vehicle upon a public road, highway, street, turnpike, public parking lot, or other public place, or upon a private road, street, alley or lane which provides access to one or more single or multi-family dwellings within this state while under the influence of alcohol and/or other intoxicating substances as prohibited by law. (Describe driving behavior or circumstances):

Describe persons condition (odor, actions, etc.) \_\_\_\_\_

## THE PERSON WAS INFORMED OF THE IMPLIED CONSENT TEST REQUEST

OTHER WITNESSES:

Section 2

A Name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

B Name: \_\_\_\_\_ Title: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Section 3

COLLECTION DATE	MILITARY TIME	BLOOD KIT NUMBER	# VIALS COLLECTED	PLACE OF COLLECTION (HOSPITAL NAME)
CHECK TEST REQUESTED				
<input type="checkbox"/> ALCOHOL <input type="checkbox"/> GENERAL DRUG/INTOXICANTS SCREEN <input type="checkbox"/> ANALYZE FOR (SPECIFY): _____				
SIGNATURE AND TITLE (e.g. R/N) OF PERSON WITHDRAWING BLOOD			(PRINT NAME AND TITLE)	
COUNTY OF OFFENSE			DELIVERED OR MAILED BY	
WITNESSED BY OFFICER			(PRINT NAME AND TITLE)      BADGE #	

## NOTE: DO NOT SEIZE THE PERSON'S DRIVER'S LICENSE BASED UPON CONSENT TO THE STATE'S BLOOD TEST.

Section 4

When DPS receives the test results from an approved laboratory with a result in excess of the legal limit, DPS will send a notice of revocation to the person. (This form and blood specimen collection was done in accordance with OAC 40:20-1-3 COLLECTION, TRANSFERS, AND RETENTION OF BLOOD SPECIMENS.)

☐ STATE'S TEST      ☐ FATALITY      ☐ PROPERTY DAMAGE  
☐ ADDITIONAL TEST (SUBJECT'S REQUEST)      ☐ INJURY      ☐ FOR CRIMINAL PROSECUTION ONLY

Section 5

In accordance with Title 12 O.S. Section 426. "I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct."

Date	Place (location when signed)	(Signature of Arresting Officer)	Print name
Agency:		Address:	Zip      Phone

## THIS FORM DOES NOT HAVE TO BE NOTARIZED. (Read Section 5)

Complete all sections. Make copies, **front and back**, of this form and distribute as follows:

### DISTRIBUTION OF FORM:

1. Give one copy to the person whose blood was withdrawn
2. **Put the original in the blood kit**
3. Give one copy to the Prosecutor
4. Keep one copy for your records

BoT form 458 09-05

BA00K: BTOA1.2 4/07

**IMPLIED CONSENT TEST REQUEST**

Oct 1, 2005

1. You have been arrested and the arresting officer has reasonable grounds to believe that you were driving or in actual physical control of a motor vehicle while under the influence of intoxicants.
2. You are requested to submit to a test or tests for the purpose of determining the presence and concentration of intoxicants in your body.
3. The test will be a (BREATH) (BLOOD) test and will be administered at no cost to you. If a blood test is performed it will be done by approved medical personnel under Oklahoma law.
4. In addition to this test, you may at your own expense have an additional test of your choice, provided that a sufficient quantity of any specimen obtained shall be available to the state for testing.
5. You are not entitled to consult with an attorney prior to making your decision on whether or not to submit to the state's test.
6. You may refuse the state's test, but as a consequence your driver's license will be revoked or denied by the Department of Public Safety.
7. If you consent to testing and are 21 years of age or older and the test result is 0.08 or more alcohol concentration, your driver's license will be revoked or denied by the Department of Public Safety. If you are under the age of 21 and consent to testing and the test result is 0.02 or more alcohol concentration, your driver's license will be revoked or denied by the Department of Public Safety.
8. Will you take the state's test?

**NOTICE OF REVOCATION**

Under state law, the Department of Public Safety is required to revoke or deny your driver's license and privilege to operate a motor vehicle in this state based on:

- A. 1. Whether you refused the state's test, OR
  2. If under the age of 21, whether your test results show an alcohol concentration of 0.02 g/210L or more, OR;
  3. If 21 years of age or older, whether your test results show an alcohol concentration of 0.08 g/210L or more.
- B. When blood is withdrawn and your alcohol concentration exceeds the legal limit, you will receive a notice mailed to the address on file with the Department of Public Safety informing you of the commencement date of the revocation.
- C. The length of revocation is extended if, within the past five (5) years from the date of this arrest, your driving record shows one or more revocations for the use of intoxicants or under the Implied Consent law.

Accordingly, notice is given that your driver's license is revoked or denied for a period of:

1. One hundred eighty (180) days, if you refused or failed the state's test, OR;
2. One (1) to three (3) years if you have one or more prior revocations stemming from the use of Intoxicants, test failures or refusals to test.

**NOTICE OF DISQUALIFICATION OF COMMERCIAL DRIVING PRIVILEGE**

In addition to any revocation required by law, your commercial driving privilege in this state may be disqualified based upon:

- A. Your refusal to submit to a test(s) OR;
- B. A test result of .04 or more while operating a commercial motor vehicle.

THE LENGTH OF DISQUALIFICATION WILL BE:

1. One (1) Year if you have had no prior disqualifications for similar cause, OR;
2. Three (3) Years if the vehicle being operated was placarded for hazardous materials and you have no prior disqualifications for similar cause, OR;
3. Lifetime if you have any previous disqualifications for similar cause. When blood is withdrawn and your alcohol concentration exceeds the legal limit, you will receive a notice mailed to the address on file with the Department of Public Safety informing you of the commencement date of the DISQUALIFICATION.

**ADMINISTRATIVE HEARING REQUEST**

If you wish to appeal the driver's license revocation/disqualification, the Department of Public Safety must receive your written request for an Administrative Hearing **within fifteen (15) days from the date you received notice of revocation or disqualification. A separate notice of revocation/disqualification will be mailed to you if your blood test results exceed the legal limit.** State law does not permit the Department to consider untimely hearing requests.

You may request an Administrative Hearing by submitting your **written** request in person at 3600 N. Martin Luther King Avenue or by mail to the Driver Improvement Bureau, Department of Public Safety, P.O. Box 11415, Oklahoma City, OK 73136. Telephone requests are **not** accepted.

To make a request for a hearing, state in writing that you desire a hearing concerning this matter and either attach a photocopy of the reverse side of this form or include in your written request complete identifying information, including your full name, date of birth, driver's license number, return address, telephone number, date of arrest, and arresting agency.

**CONFIRMING LENGTH OF REVOCATION/DISQUALIFICATION AND STATUTORY REQUIREMENTS FOR REINSTATEMENT OF DRIVING PRIVILEGES**

Since the length of the driver's license revocation/disqualification period is extended by the existence of a prior record on file (if any), the Department of Public Safety will automatically check your record and confirm the length of revocation/disqualification to you by mail at your last known address on file. You will also receive information regarding statutory requirements for reinstatement. **WARNING: THIS WILL NOT EXTEND THE EFFECTIVE DATE OF THE REVOCATION/DISQUALIFICATION, NOR EXTEND THE TIME FOR YOU TO REQUEST A HEARING.**

**BLOOD SPECIMEN TEST RESULTS**

The state's blood specimen will be submitted to an approved laboratory for analysis. The test results will be forwarded to the Department of Public Safety. Your driving privileges will not be affected unless you are given separate written notice, as provided by law. State law requires you to notify the Department within ten (10) days of any change of address.

**INDEPENDENT TESTING**

State law requires the retention of blood and breath specimens (except where breath is tested by the INTOXILYZER 5000-D). Your specimen will be retained for **sixty (60) days** from the date of collection. During this period, you may request to have your specimen submitted to an approved laboratory for an independent test at your expense. Contact the arresting agency to request that your specimen be forwarded to an approved laboratory.

**APPLICATION FOR RENEWAL OR DUPLICATE LICENSE UNLAWFUL**

It is unlawful to apply for a renewal or duplicate driver's license if your license is in the custody of a law enforcement officer or the Department of Public Safety, punishable by imprisonment for not less than seven (7) days, nor more than six (6) months or by a fine of not more than Five Hundred Dollars (\$500.00), or by both such fine and imprisonment. (47 O.S. SECTION 6-303, PARAGRAPH D).

BA00K: BTOA2.1 4/06

**Attachment C**  
**Reference Questionnaire**

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

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

Phone Number: \_\_\_\_\_

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

Date: \_\_\_\_\_

1. For what period of time, approximately, has the reference provided evidentiary specimen kits?

\_\_\_\_\_  
\_\_\_\_\_

2. Have there been any specific issues during that period? If yes, how were those issues resolved?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. On a scale of 0 to 3, how would you rate the reliability of the vendor? Please provide examples with your answer.

Very reliable = 3      Reliable = 2      Somewhat Reliable = 1      Not Reliable = 0

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Contact Person

\_\_\_\_\_  
Date



# VENDOR/PAYEE FORM

**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 should email completed and signed form to [vendor.form@omes.ok.gov](mailto:vendor.form@omes.ok.gov) or fax to 405-522-3663.

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

<b>Agency Name</b>		<b>Contact Name</b>	
<b>Phone #</b>	<b>Fax #</b>	<b>Email</b>	
<b>Agency Request To</b> – Please select all applicable request types			
<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		

**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>		
Payee Legal Name for Business, Individual or Government Entity as filed with IRS		<b>Contact Title</b>	
<b>DBA Name</b>	<b>Phone #</b>		
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name		<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</b> -- Please provide primary business address as filed with the U.S. Internal Revenue Service			
<b>Address</b>	<b>City</b>		
<b>State</b>	<b>Zip+4</b>	<b>Remittance Email</b>	
<b>Optional Addresses</b> – Please select address type as applicable			
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: \_\_\_\_\_ Disregarded Entity: ☐ YES ☐ NO

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

☐ Foreign (Non-U.S.) Sole Proprietor\* ☐ Foreign (Non-U.S.) Partnership\* ☐ Foreign (Non-U.S.) Corporation\* 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> 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> <b>1- RENTS (continued)</b> 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles  <input type="checkbox"/> <b>2 – ROYALTIES</b> 553170 Royalties	<input type="checkbox"/> <b>3 – OTHER INCOME</b> 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> <b>6 - MEDICAL &amp; HEALTH CARE PAYMENTS</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 515530 Veterinary Services  515700 Offices of Physicians (except Mental Health Specialists)  515710 Offices of Physicians, Mental Health Specialists  515720 Offices of Dentists  515730 Offices of Chiropractors  515740 Offices of Optometrists  515750 Offices of Mental Health Practitioners (except Physicians)  515760 Offices of Physical, Occupational &amp; Speech Therapists, &amp; Audiologists  515770 Offices of Podiatrists  515780 Offices of all other Miscellaneous Health Practitioners  515790 Family Planning Centers  515800 Outpatient Mental Health &amp; Substance Abuse Centers  515810 Other Outpatient Care Centers  515820 Medical and Diagnostic Laboratories </div> <div style="width: 48%;"> 515830 Home Health Care Services  515840 Ambulance Services  515850 All other Ambulatory Health Care Services  515860 General Medical &amp; Surgical Hospitals  515870 Psychiatric &amp; Substance Abuse Hospitals  515880 Specialty Hospitals (except Psychiatric &amp; Substance Abuse)  515890 Nursing Care Facilities  515900 Residential Services for People with Developmental Disabilities  515910 Residential Mental Health &amp; Substance Abuse Facilities  515920 Community Care Facilities for the Elderly  515930 Other Residential Care Facilities  537210 Laboratory Services &amp; Supplies  551230 Medical Services to Indigents (from agencies other than DHS)  551240 Hospital Services to Indigents (from agencies other than DHS)  551250 Other Health Services to Indigents (from agencies other than DHS) </div> </div>		
<div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> <input type="checkbox"/> <b>7 - NON-EMPLOYEE COMPENSATION</b>  515010 Office of Lawyers  515020 Offices of Notaries  515030 Other Legal Services  515060 Accounting, Tax Preparation, Bookkeeping &amp; Payroll Services  515210 Payments for Contract Mentor Services  515220 Architectural Services  515230 Landscape Architectural Services  515240 Engineering Services  515250 Drafting Services  515260 Building Inspection Services  515270 Geophysical Surveying &amp; Mapping Services  515280 Surveying and Mapping (except geophysical) Services  515290 Testing Laboratories  515300 Interior Design Services  515310 Industrial Design Services  515320 Graphic Design Services  515330 Other Specialized Design Services  515350 Custom Computer Programming Services  515360 Computer Systems Design Services  515370 Computer Facilities Management Services  515380 Other Computer Related Services  515400 Administrative Management &amp; General Management Consulting Services  515410 Human Resources &amp; Executive Search Consulting Services  515420 Marketing Consulting Services  515430 Process, Physical Distribution, &amp; Logistics Consulting Services  515440 Other Management Consulting Services  515450 Environmental Consulting Services  515460 Other Scientific &amp; Technical Consulting Services  515470 Research &amp; Development in the Physical, Engineering, &amp; Life Sciences  515480 Research &amp; Development in the Social Sciences &amp; Humanities  515490 Advertising and Related Services  515500 Marketing Research &amp; Public Opinion Polling  515510 Photographic Services  515520 Translation &amp; Interpretation Services  515540 All other Professional, Scientific and Technical Services  515550 Management of Companies &amp; Enterprises  515560 Office Administrative Services  515570 Employment Placement Services  515580 Business Support Services  515590 Document Preparation Services </div> <div style="width: 48%;"> 515600 Telephone Call Centers  515610 Business Service Centers  515620 Collection Agencies  515630 Credit Bureaus  515640 Other Business Support Services  515650 Investigation &amp; Security Services  515660 Educational Services  515940 Individual &amp; Family Services  515950 Community Food, Housing &amp; Emergency &amp; Other Relief Services  515960 Vocational Rehabilitation Services  515970 Child Day Care Services  515980 Arts, Entertainment and Recreation  515990 Other Services (except Public Administration)  517110 Moving Expense – Employee Transfer  531150 Printing and Binding Contract  531160 Advertising  531170 Informational Services  531190 Exhibitions, Shows and Special Events  531220 Burial Charges  531330 Jury and Witness Fees  531500 Moving Expenses – General  533100 Maintenance &amp; Repair – Other Items  533110 Maintenance &amp; Repair of Buildings &amp; Grounds (outside vendors)  533120 Maintenance &amp; Repair – Equipment (outside vendors)  533130 Maintenance &amp; Repair of Telephone Equipment (outside vendors)  533140 Maintenance &amp; Repair of Data Processing Equipment (outside vendors)  533150 Maintenance &amp; Repair of Data Processing Software (outside vendors)  533190 Maintenance &amp; Repair – Employee Uniforms  545110 Land Improvements  546210 Buildings and Other Structures – Construction and Renovation  546220 Major Maintenance and Repair of Equipment  547110 Highway and Bridge Construction Expense – Contractual  547120 Maintenance and Repairs to Highways and Bridges  547210 Major Maintenance and Renovation – Bridges  552100 Stipends – Other  552120 Teacher Stipends ("Incentive" payments)  552130 Oklahoma Police Corps Stipends  553160 Non-Employee Reportable Court Ordered or Legal Settlements  554190 Voter Registration Services  561140 Pollution Remediation </div> </div>		
<input type="checkbox"/> <b>14 - GROSS PROCEEDS TO AN ATTORNEY</b> 553180 Settlements – Paid To/Thru Attorney		