



## Solicitation Cover Page

1. Solicitation #: 0250000324

2. Solicitation Issue Date: 9/2/19

3. Brief Description of Requirement:

Water Rescue Equipment

4. Response Due Date<sup>1</sup>: 9/19/19

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

OKC, OK 73105

Common Carrier Delivery Address: 5005 N Lincoln Blvd

OKC, 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: Richard Williams

Phone: 405-522-1040

Email: Richard.Williams@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 # 0250000324

2. Bidder General Information:

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

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

3. Bidder Contact Information:

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

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

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

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

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

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

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

☐ YES – Permit #: \_\_\_\_\_

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: \_\_\_\_\_

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

6. Workers' Compensation Insurance Coverage:

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

☐ YES – Include with the bid a certificate of insurance.

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

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

**7. Disabled Veteran Business Enterprise Act**

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

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title



**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 Military Department Agency Number: 025

Solicitation or Purchase Order #: 0250000324

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 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 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. 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 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. TYPE OF CONTRACT**

- B.1.1.** This contract is for indefinite delivery and indefinite quantity.
- B.1.2.** This contract may be awarded to multiple suppliers for a variety of brands and manufacturers.
- B.1.3.** The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

### **B.2. MANDATORY VENDOR REGISTRATION FOR CONTRACT AWARD (IN ADDITION TO SECTION A.15.3)**

- B.2.1.** Acquisitions issued by agencies under the authority of Title 74 require vendors to register with Central Purchasing prior to award. Vendors will not be required to register to submit a bid response but will be required to register prior to being awarded a contract and renew their registration prior to each renewal of an award.
- B.2.2.** Vendors pending contract award to a bid released by the Central Purchasing Division or other Oklahoma state agency MUST register with the state.

**Online Registration:** <https://www.ok.gov/dcs/vendors2/app/index.php>

- B.2.2.1.** Pursuant to 74 O.S. § 85.33.B: o A vendor may register with the Central Purchasing Division to be placed on the Supplier List for bid notification.
- B.2.2.2.** Registration entitles a supplier to receive all bid notices for the commodity classes specified by the vendor in the registration process for a period of one year.
- B.2.2.3.** The Vendor Registration fee is **\$25 for EACH** family code for which the vendor desires registration.
- B.2.2.4.** The following items describe information requested by the vendor registration application. To expedite the application process, vendors are encouraged to have the information readily available prior to beginning the registration application. If your company is not currently transacting business in the State of Oklahoma, you may not have some of the items listed. However, any vendor selected for award of a contract with the state of Oklahoma must meet the requirements prior to the issuance of a purchase order.
- B.2.2.5.** E-mail address - if possible, we encourage all vendors to create a central e-mail address, to which all state bidding e-mail correspondence can be sent. A central e-mail for your organization will assure personnel changes or employee absences do not inhibit your ability to receive timely notifications of State bidding opportunities.
- B.2.2.6.** An Oklahoma Sales Tax Permit Number and its Expiration Date or explanation of the exemption status (FAQs)
- B.2.2.7.** An Oklahoma Secretary of State Filing Number, or explanation of the exemption status ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911)
- B.2.2.8.** A Workers Compensation Insurance Certificate (PDF file) or explanation of the exemption status (FAQs)
- B.2.2.9.** Vendors must complete all 12 steps of the registration application, which require business information about your company, a substitute W-9 form and designation of the commodity codes/classifications your company is interested in. We recommend vendors search UNSPSC Website Code Posting to identify the applicable commodity codes prior to beginning the registration application. However, you will have the option to select and deselect a family, class and commodity during the online registration process before finalizing your application.
- B.2.2.10.** Payment information related to a bank checking account (example), or VISA, MasterCard or American Express credit card. All payments are made through an encrypted secure server and payment information is not stored after a transaction. You will receive confirmation after your registration is validated and approved by the Vendor Registration Officer.
- B.2.3.** Note to Vendors: The State of Oklahoma does NOT provide legal advice regarding exemptions from Sales Tax Permit, Secretary of State, and Workers Compensation Insurance registrations

### **B.3. MANDATORY NATURE OF CONTRACT**

- B.3.1.** The contract resulting from this procurement will be considered non-mandatory use for purchases by all State Agencies.

#### **B.4. AUTHORIZED USERS**

**B.4.1.** Proposals shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts, Municipalities and other public bodies may avail themselves of the contract subject to the approval of the successful vendor(s). Each purchasing entity will place orders directly with the winning Bidder(s).

**B.4.1.1. CHECK APPROPRIATE BOX**

B.4.1.1.1. \_\_\_\_\_ Yes, proposal permits usage by entities other than State Agencies.

B.4.1.1.2. \_\_\_\_\_ No, proposal permits usage by State Agencies only.

#### **B.5. STATE PURCHASE CARD**

**B.5.1.** The State currently has a VISA card to enable selected State employees to purchase needed goods and services using a State of Oklahoma purchasing card. The State prefers that the successful Bidder will accept this purchasing card as a form of payment. There shall be no additional cost to a requesting entity for use of purchasing cards as a payment method.

**B.5.2.** Acceptance of the State of Oklahoma Purchase Card (P-Card) requires that no charges be posted to the P-Card prior to the shipping of goods. Only the total of goods shipped may be charged to the P-Card upon shipping. All back-ordered goods cannot be charged until received by the supplier and shipped to the State of Oklahoma end user. Upon shipment, an itemized invoice must be emailed to the order requestor within two (2) business days of the charge.

**B.5.2.1.** SIGNATURE OF ACCEPTANCE: \_\_\_\_\_ DATE: \_\_\_\_\_

**B.5.2.2.** NAME: \_\_\_\_\_

#### **B.6. ENERGY CONSERVATION**

Oklahoma is an energy conservation State and we welcome any comments on the Bidders response that would indicate energy savings.

#### **B.7. CONTRACT MANAGEMENT FEE**

**B.7.1.** As empowered by State Statute 74 O.S. §85.33 A, the Office of Management and Enterprise Services imposes, and Suppliers agree to pay a contract management fee in the sum of one percent (1 %) of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Supplier, to OMES, Central Purchasing Division within 45 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract quarterly reporting periods". To ensure the payment is credited properly, the supplier must identify the check as a "contract management fee", the contract number and the quarter reporting.

**B.7.2.** The contract management fee check should be sent to:

Office of Management and Enterprise Services

Attention: Accounts Receivable

5005 N. Lincoln Boulevard

Oklahoma City, OK 73105

## **B.8. CONTRACT USAGE REPORTING REQUIREMENTS**

- B.8.1.** Bidder's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.
- B.8.2.** The Contract Usage Report will be sent, electronically, (format: .XLS) and regardless of quantity, within forty-five (45) calendar days upon completion of the quarterly reporting period to:
- B.8.2.1.** [Strategic.Sourcing@omes.ok.gov](mailto:Strategic.Sourcing@omes.ok.gov)
- B.8.3.** Contract quarterly reporting periods for management fees and usage reports shall be as follows:

REPORTING QUARTER	DUE DATE
January 1 through March 31	May 15 <sup>th</sup>
April 1 through June 30	August 14 <sup>th</sup>
July 1 through September 30	November 14 <sup>th</sup>
October 1 through December 1	February 14 <sup>th</sup>

- B.8.4.** Failure to provide contract management fees and/or usage reports may result in a whole or partial cancellation or suspension of this Contract. The Supplier shall notify the contracting officer to any delay in providing any usage report or remittance.

## **B.9. PRICE ADJUSTMENTS**

Manufacturer's price increases, or other increases in the cost of doing business may not be passed on to the State of Oklahoma. Any price decrease effectuated during the contract period by reason of market change shall be passed on to the State of Oklahoma. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

## **B.10. Minor Deficiencies or Informalities**

- B.10.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- B.10.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

## **B.11. Hold Harmless**

Proposed Supplier agrees to hold harmless Oklahoma Military Department and its Trustees, officers, servants, employees, agents and consultants, against any claims, demands and liabilities resulting from any act or omission on the part of the Supplier and/or agents, subcontractors, servants, and employees thereof in the performance of this contract.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. OVERVIEW**

The Office of Management and Enterprise Services Central Purchasing Division (OMES/CP) is accepting proposals from a qualified Supplier who is able to provide water rescue equipment. This solicitation has two objectives:

- C.1.1.** OMES/CP is requesting bids from a qualified Supplier to provide water rescue equipment on behalf of the Oklahoma Military Department.
  - C.1.1.1.** Prior approval is not required for submissions of an "Equivalent." Equivalency will be determined in evaluation.
  - C.1.1.2.** The brand name herein mentioned is for comparable quality and identification purposes only
  - C.1.1.3.** See Solicitation Request for product specification. (Attachment C)
- C.1.2.** OMES/CP is also requesting bids for a statewide contract for water rescue equipment.
  - C.1.2.1.** We are requesting all items the Supplier provides that the Supplier wishes to bid, to be provided on the pricing sheet(s) (Attachment A & B).
  - C.1.2.2.** Statewide contract terms and conditions can be found in Section B.3. through B.9.
- C.1.3.** The main objective of this solicitation is to meet the needs of the Oklahoma Military Department. OMES/CP is using this opportunity to try and setup a statewide contract.
- C.1.4.** Suppliers may bid on the items requested on Attachment C and/or bid on the statewide contract by providing items and cost on Attachment A & B. If items are not provided on Attachment A & B, Attachment C will not be used for a statewide contract and Section B.3. through B.9. will not apply to this contract.



## **D. EVALUATION**

### **D.1. Lowest and Best**

Per Section A.15.2 this bid will be awarded to the lowest and best bidder. "Lowest and Best" means an acquisition based on criteria, which include, but are not limited to, the following:

- D.1.1.** The lowest total purchase price, and
- D.1.2.** The quality and reliability of the product.

### **D.2. Best and Final Offer (In Addition to Section A.13.)**

The state may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the supplier should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and conditions set forth in the solicitation.

### **D.3. Demonstrations & Clarification Questions**

The state reserves the right to request demonstration and clarification questions from any or all responding bidders.

## **E. INSTRUCTIONS TO BIDDER**

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

- E.1.1.** 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.1.2.** By submitting a proposal in response to this RFP, the supplier represents they have read and understand the scope of services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
- E.1.3.** The failure or omission of any supplier to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing will in no way relieve any supplier from any obligations with respect to its proposal or to the contract.

### **E.2. Submissions/Copies**

- E.2.1.** Supplier is to submit TWO (2) complete copies of their response with ONE (1) copy on TWO (2) separate USB/Flash Drives which includes the completed proposal, including the scanned images of the OMES signed forms. USB/Flash Drives must be an unprotected document.
- 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. PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4

## **F. CHECKLIST**

**F.1. 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/requested documentation:**

- F.1.1.** \_\_\_\_\_ Responding Bidder Information Form CP-076
- F.1.2.** \_\_\_\_\_ Non-Collusion Certification Form CP-004
- F.1.3.** \_\_\_\_\_ All amendments signed (if applicable)
- F.1.4.** \_\_\_\_\_ Proof of Liability and Worker's Compensation Insurance
- F.1.5.** \_\_\_\_\_ 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.1.6.** \_\_\_\_\_ Mandatory Vendor Registration for Contract Award (Section B.2.) (In Addition to Section A.15.3)
- F.1.7.** \_\_\_\_\_ Attachment A (Only if Bidding Statewide Contract)
- F.1.8.** \_\_\_\_\_ Attachment B (Only if Bidding Statewide Contract)
- F.1.9.** \_\_\_\_\_ Attachment C (Solicitation Request) (Only if Bidding Agency Specific Contract)
- F.1.10.** \_\_\_\_\_ Section B (Only if Bidding Statewide Contract)

## **G. OTHER**

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

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than 3:00 PM CST/CDT on 9/11/19 to the OMES/Central Purchasing Division Buyer via emailed to [Richard.Williams@omes.ok.gov](mailto:Richard.Williams@omes.ok.gov). Questions received after this date may 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, vendors will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the OMES/Central Purchasing Division Buyer listed above. Contacting any other agency personnel may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions

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

- G.2.1.** Attachment A - Swift Water/Flood Search and Rescue Gear (If Bidding on Statewide Contract)
- G.2.2.** Attachment B - Motorized Inflatable Rescue Boat (If Bidding on Statewide Contract)
- G.2.3.** Attachment C – Solicitation Request (Agency Specific)
- G.2.4.** Example sheet (Example of Items we are wanting to put on statewide contract but not an all-inclusive list)

## **H. PRICE AND COST**

**H.1. Provide pricing on Attachment A, B, and/or C**

**H.2. Pricing is to be all-inclusive of any shipping or delivery expenses**

## ATTACHMENT A

## Band A-Swift Water/Flood Search and Rescue Gear

**(Water Rescue Vests, Throw or Rope Bags, Carabiners and Pulley's, Webbing, Gloves, Haul lines, etc.)**

[illegible]

Special Notes:

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## ATTACHMENT B

## Band B-Motorized Inflatable Rescue Boat

[illegible]

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# SOLICITATION REQUEST

☐ Request for Quote

☐ Request for Proposal

☐ Request for Bid

**Dispatch via Print**

**Oklahoma Military Department**  
OKLAHOMA MILITARY DEPARTMENT  
OKSRM  
3515 MILITARY CIRCLE  
OKLAHOMA CITY OK 73111-4398

**Supplier:** NAME

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

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

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

Request Quote ID.	Date	Buyer	Page
0250000324	07/26/2019	Richard Williams (090)	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	08/22/2019 07:56 AM	09/17/2019 03:00 PM	
Requisition Number Reference:		From Req ID - 0250002216	

**Ship To:** OKLAHOMA MILITARY DEPARTMENT  
STATE WAREHOUSE  
3511 MILITARY CIRCLE  
OKLAHOMA CITY OK 73111-4398

**Bill To:** OKLAHOMA MILITARY DEPARTMENT  
OKSRM  
3515 MILITARY CIRCLE  
OKLAHOMA CITY OK 73111-4398

## Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	49141507 / BID - Water Rescue Dry Suit	8	EA		

Project/Purchase: BID - Water Rescue Equipment - CGTS

Agency Project Contact: Lee Horst 918/549-6011  
ng.ok.okarng.list.state-purchasing@mail.mil

Ship to: Oklahoma Military Department  
State Warehouse - CGTS  
3511 Military Circle  
Oklahoma City, OK 73111

Approval: Agency Executive Director Approval email included with department request attachment

Item: Water Rescue Dry Suit  
Description:  
Fluorescent water rescue dry suit with with adjustable neck seal. Built in knee and tailbone pads. Made with gore-tex material.  
Quantity: 8  
Brand:  
Mustang Survival or comparable

Agency Use:  
Requisition #: 0250002216  
Appendix: 1  
Funding:  
40000 - 0600605 - 580CGTS - E0200

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

2	46161604 / BID- Personal Floatation Device	8	EA		
---	--------------------------------------------	---	----	--	--

Item: Personal Floatation Device (PFD)  
Description:  
High Viz Type 5 PFD with 26 lbs of lift and swimmer attachment loops  
Quantity: 8  
Brand:  
Force 6 or comparable

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

## This is NOT AN ORDER

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

**Authorized Signature**



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## Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
3	46161604 / BID- Personal Floatation Device	8	EA		

Item: Personal Floatation Device (PFD)

Description:

Yellow victim use PFD with universal fit, swiftwater approved, pediatric and adult sizes

Quantity: 8

Brand:

NRS or comparable

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

4	46161700 /	BID- Helmet	8	EA		
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Item: Helmet

Description:

Ventilated, 4 point chin strap helmet with internal polystyrene shell

Quantity: 8

Brand:

Kask or comparable

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

5	42171908 /	BID - Throw Bag	20	EA		
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Item: Throw Bag

Description:

Cordura bag with 75 foot of 3/8 polypropylene rope with no less than 1,900 lb tensile strength

Quantity: 20

Brand:

NRS or comparable

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

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OKLAHOMA CITY OK 73111-4398

## Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
6	42182603 / BID - Helmet Light	10	EA		

Item: Helmet Light

Description:

Waterproof helmet light designed for Kask Helmet, 500 lumen, balanced

Quantity: 10

Brand:

Black Diamond or comparable

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

7	25111603 / BID- 12'6" Inflatable Rescue Boat	1	EA		
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Item: 12' 6" Inflatable Rescue Boat

Description:

Fully inflatable boat with inflatable floor. Mehler construction with welded seams.

Floor treads. High flow scuppers and 20" transom.

Quantity: 1

Brand:

Inmar or comparable

\*\*\*\*\*

PLEASE NOTE:

THE BELOW OWNER/PURCHASER INFORMATION MUST BE LISTED  
ON THE MANUFACTURER'S CERTIFICATE OF ORIGIN/MSO/TITLE.

Purchaser of Record: Oklahoma Military Department  
3511 Military Circle  
Oklahoma City, OK 73111

THE ORIGINAL MANUFACTURER'S CERTIFICATE OF ORIGIN/MSO  
TITLE MUST BE PROVIDED TO THE SAME ENTITY LISTED ABOVE.

**Freight Terms:** FOB DEST

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

## Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
8	25111603 / BID- 14' Inflatable Rescue Boat	1	EA		

Item: 14' Inflatable Rescue Boat

Description:

Fully inflatable boat with aluminum floor. Mehler construction with welded seams.

Floor treads. High flow scuppers and 20" transom.

Quantity: 1

Brand:

Inmar or comparable

\*\*\*\*\*  
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**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

9	25111603 / BID- 20'4" Rigid Hull Inflatable Boat	1	EA		
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Item: 20' 4" Rigid Hull Inflatable Boat

Description:

Inflatable sponson with fiberglass hull. Center console steer with canopy.

115 HP Evinrude 2 Stroke

Quantity: 1

Brand:

Inmar or comparable

\*\*\*\*\*  
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## Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
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FOB DEST **Ship Via:** COMMON  
Lead Time: \_\_\_\_\_

### Supplier Remarks:

10 26101515 / BID- 25HP 2 Stroke  
Outboard Motor 1 EA

Item: 25 HP 2 Stroke Outboard Motor  
Description:  
Fully manual motor with fuel injection and oil reservoir not to weigh over 166 lbs  
Quantity: 1  
Brand:  
Evinrude

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

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

### Supplier Remarks:

11 26101515 / BID- 40HP 2 Stroke  
Outboard Motor 1 EA

### Freight Terms:

### This is NOT AN ORDER

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**Authorized Signature**



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**Bill To:** OKLAHOMA MILITARY DEPARTMENT  
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OKLAHOMA CITY OK 73111-4398

## Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
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Item: 40 HP 2 Stroke Outboard Motor

Description:

Fully manual motor with fuel injection and oil reservoir not to weigh over 240 lbs

Quantity: 1

Brand:

Evinrude

\*\*\*\*\*  
PLEASE NOTE:  
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Oklahoma City, OK 73111

THE ORIGINAL MANUFACTURER'S CERTIFICATE OF ORIGIN/MSO  
TITLE MUST BE PROVIDED TO THE SAME ENTITY LISTED ABOVE.

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

12	26101200 /	BID- 115HP V4 Direct Injection Motor	1	EA	_____	_____
----	------------	-----------------------------------------	---	----	-------	-------

Item: 115 HP V4 Direct Injection Motor

Description:

Remote steering and start capable motor with no less than 106cc displacement,  
fully electric, not to weigh over 400lbs.

Quantity: 1

Brand:

Evinrude

\*\*\*\*\*  
PLEASE NOTE:  
THE BELOW OWNER/PURCHASER INFORMATION MUST BE LISTED  
ON THE MANUFACTURER'S CERTIFICATE OF ORIGIN/MSO/TITLE.

Purchaser of Record: Oklahoma Military Department  
3511 Military Circle  
Oklahoma City, OK 73111

THE ORIGINAL MANUFACTURER'S CERTIFICATE OF ORIGIN/MSO  
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**Ship Via:** COMMON

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

## This is NOT AN ORDER

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for quote Number.

**Authorized Signature**



# SOLICITATION REQUEST

☐ Request for Quote

☐ Request for Proposal

☐ Request for Bid

**Dispatch via Print**

**Oklahoma Military Department**  
OKLAHOMA MILITARY DEPARTMENT  
OKSRM  
3515 MILITARY CIRCLE  
OKLAHOMA CITY OK 73111-4398

**Supplier:** NAME

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

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

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

Request Quote ID.	Date	Buyer	Page
0250000324	07/26/2019	Richard Williams (090)	7
Payment Terms	DateTime Quote Open	Closing	
0 Days	08/22/2019 07:56 AM	09/17/2019 03:00 PM	
Requisition Number Reference:		From Req ID - 0250002216	

**Ship To:** OKLAHOMA MILITARY DEPARTMENT  
STATE WAREHOUSE  
3511 MILITARY CIRCLE  
OKLAHOMA CITY OK 73111-4398

**Bill To:** OKLAHOMA MILITARY DEPARTMENT  
OKSRM  
3515 MILITARY CIRCLE  
OKLAHOMA CITY OK 73111-4398

## Supplier Responses

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

13 25111603 / BID- Rapid Inflatable Rescue Raft 2 EA

Item: Rapid Inflatable Rescue Raft

Description:

Single point inflatable rescue boat with open bow and stern. Yellow with carpeted deck and 3 point tether.

Quantity: 2

Brand:

Oceanid

\*\*\*\*\*

PLEASE NOTE:

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Purchaser of Record: Oklahoma Military Department  
3511 Military Circle  
Oklahoma City, OK 73111

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**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

14 46182313 / BID- Carabiners(Steel) 10 EA

Item: Carabiner (Steel)

Description:

NFPA 1983 compliant G use steel carabiner with autolocking gate

Quantity: 10

Brand:

CMC or comparable

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

**Supplier Remarks:**

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**Authorized Signature**



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OKLAHOMA CITY OK 73111-4398

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0250000324	07/26/2019	Richard Williams (090)	9
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OKLAHOMA CITY OK 73111-4398

## Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
18	31171804 / BID- Pulley,Single	4	EA		

Item: Pulley, Single

Description:

NFPA 1983 compliant 2 " or greater aluminum pulley NO Swivel

Quantity: 4

Brand:

CMC or comparable

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

19	31171804 / BID- Pulley,Knot Passing	2	EA		
----	-------------------------------------	---	----	--	--

Item: Pulley, Knot Passing

Description:

NFPA 1983 compliant Kootenay knot passing pulley

Quantity: 2

Brand:

CMC or comparable

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

20	31151502 / BID- Polyester Rope 7/16	1200	FT		
----	-------------------------------------	------	----	--	--

Item: Polyester Rope 7/16

Description:

NFPA 1983 compliant polyester sheath, polyester core, life safety rope.

Quantity: 1200'

Brand:

CMC or comparable

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

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OKLAHOMA CITY OK 73111-4398

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0250000324	07/26/2019	Richard Williams (090)	10
Payment Terms	DateTime	Quote Open	Closing
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**Ship To:** OKLAHOMA MILITARY DEPARTMENT  
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3511 MILITARY CIRCLE  
OKLAHOMA CITY OK 73111-4398

**Bill To:** OKLAHOMA MILITARY DEPARTMENT  
OKSRM  
3515 MILITARY CIRCLE  
OKLAHOMA CITY OK 73111-4398

## Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
21	31151502 / BID- Polyester Rope 1/2	600	FT		

Item: Polyester Rope 1/2

Description:

NFPA 1983 compliant polyester sheath, polyester core, life safety rope.

Quantity: 600'

Brand:

CMC or comparable

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

22	11162125 / BID- 1" Tubular Webbing	300	FT		
----	------------------------------------	-----	----	--	--

Item: 1" Tubular Webbing

Description:

1 inch tubular webbing, no less than 4000lb tensile

Quantity: 300'

Brand:

CMC or comparable

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

23	31152102 / BID- 8mm Prusik Cord	200	FT		
----	---------------------------------	-----	----	--	--

Item: 8mm Prusik Cord

Description:

Prusik cord 8mm, 100% nylon, no less than 1,574lb tensile

Quantity: 200'

Brand:

CMC or comparable

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

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**Bill To:** OKLAHOMA MILITARY DEPARTMENT  
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OKLAHOMA CITY OK 73111-4398

## Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
24	42171900 /	BID- Rope Storage	4	EA	

Item: Rope Storage

Description:

Rope bags capable of storing up to 400' of 1/2 rope

Quantity: 4

Brand:

CMC or comparable

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

25 42171900 / BID- Gear Storage 4 EA

Item: Gear Storage

Description:

Gear bags capable of storing purchased hardware

Quantity: 4

Brand:

CMC or comparable

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

26 49141504 / BID- Autolocking Decent Device 2 EA

Item: Auto-locking Decent Device

Description:

Automatic camming decent control device

Quantity: 2

Brand:

CMC - MPD

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

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0250000324	07/26/2019	Richard Williams (090)	12
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OKLAHOMA CITY OK 73111-4398

**Supplier:** NAME

Address:

Address:

City: ST: ZIP:

## Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
27	78121603 / Shipping/Freight to OKC	1	JA		

Shipping/Freight/Delivery

Item: Shipping

Description: Shipping/delivery costs to Oklahoma City

Ship to Location for All Items: Oklahoma Military Department

State Warehouse

3511 Military Circle

Oklahoma City, OK 73111

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

Lead Time:

**Supplier Remarks:**

### COMMENTS:

Please reference purchase order number on all correspondence. Thank You!

\*\*\*\*\*  
ORAL AGREEMENTS: No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or purchase order contract. All modifications to the purchase order contract must be made in writing by the Oklahoma Military Department Contracting and Procurement Office.  
\*\*\*\*\*

DEBARMENT/SUSPENSION: In accordance with 31 USCA 6101, Executive Order 12549, the contractor certifies that they are not presently or have not in the last three (3) years been debarred, suspended or proposed for debarment, declared ineligible by any federal department or agency, or convicted of a fraud-related crime.  
\*\*\*\*\*

AUDIT AND RECORDS CLAUSE: (a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.  
\*\*\*\*\*

CANCELLATION AND TERMINATION: 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. Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.  
\*\*\*\*\*

UNAVAILABILITY OF FUNDING: The terms of this agreement and any purchase order issued for multiple years under this agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this agreement or in any purchase order or other document, a procuring agency may terminate its obligations under this agreement if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The procuring agency's decisions as to whether sufficient

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3515 MILITARY CIRCLE  
OKLAHOMA CITY OK 73111-4398

## Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
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appropriations are available shall be accepted by the Vendor and shall be final and binding.

\*\*\*\*\*

### F.O.B. Destination

Bid price shall include all deliveries F.O.B. 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 at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. Contractors shall be responsible for filing, processing, and collecting all damage claims.

## This is NOT AN ORDER

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**Authorized Signature**

## NIMS Swiftwater/Flood Search and Rescue Team Equipment

**This equipment list should be considered as the minimum required equipment for swiftwater/flood search and rescue teams that are requested under the auspices of the National Incident Management System (NIMS) for interstate deployments to major water related events. The equipment should allow the teams to be self sufficient for 72 hours excluding vehicle fuel.**

	Type I	Type II	Type III	Type IV
<b>Communications</b>	<b>Qty</b>	<b>Qty</b>	<b>Qty</b>	<b>Qty</b>
Airband portable radio	6	4	1	1
Bags, Waterproof, radio	14	14	5	5
Phone, Cell	4	4	2	2
Portable programmable radio	14	14	5	5
<b>Personal Equipment</b>				
Aerial Flares	14	14	5	5
Air crew survival vest with flotation	4	0	0	0
ALS Medical Kit	2	1	0	0
BLS Medical Kit	0	0	1	0
Dye Markers	14	14	5	5
Dry gear bags	14	14	5	5
Dry Suit with liner	14	14	5	5
Fins, pair	14	14	5	0
First Aid Kit	0	0	0	1
Flashlight	14	14	5	5
Flight gloves (Nomex)	4	0	0	0
Flight helmet with com	4	0	0	0
Flight suit (Nomex)	4	0	0	0
Gloves- water	14	14	5	5
Gloves- leather	14	14	5	5
Handheld flares	14	14	5	5
Handheld survival strobe light	14	14	5	5
Headlamps, waterproof	14	14	5	5
HEEDS/HABD	4	0	0	0
Helicopter rescuer harness (such as LSC Tri-SAR)	4	0	0	0
Helmet, water rescue	14	14	5	5
Helo Flotation Vest (USCG approved)	4	0	0	0
PFD, Type V, Tethered	14	14	5	5
Rescue Knives	14	14	5	5
Smoke Marking Device	14	14	5	5
Stokes type litter (or equivalent capability)	2	2	1	1
Stokes type litter float kit (or equivalent capability)	2	2	1	1
Spine Board, Floating (or equivalent capability)	2	2	1	0
Water Rescue Boots	14	14	5	5

## NIMS Swiftwater/Flood Search and Rescue Team Equipment

Whistles	14	14	5	5
Wader/Hip Boots	14	14	5	5
<b>Team Equipment</b>				
Admin Kit/ICS-Agency Forms	1	1	1	1
Air Monitors	2	2	1	1
Axe, Pick head or Flat Head	4	4	2	2
Body Bag	4	4	2	2
Brake bar rack	4	4	2	2
Carabiner, locking "D", Steel	40	40	20	20
Carabiner, locking "D", Aluminum	20	20	10	0
Chain Saw with Kit (Minimum 14 inch bar)	4	4	1	1
Collection ring, rope rescue	4	4	2	0
Compressed Air Cylinder and Hose as required for IRB Inflation	2	2	1	1
Dust Mask, N95, disposable	2 Boxes	2 Boxes	1 Box	1 Box
Edge Protection	2	2	2	0
Figure Eight Plate	4	4	2	2
Forcible Entry Tool, Haligan	4	4	2	2
5 gallon Fuel Cans, Air Transportable	8	8	4	4
GPS, hand held	4	4	2	2
Harness, Full Body	14	14	2	2
Hand Held Spot Light	4	4	2	2
Hammer, Sledge	4	4	2	2
Helmet, Victim	4	4	2	2
Helo Lifting Device, victim (such as STROP or cinch collar)	2	0	0	0
Inflatable Hose kit with Hose	2	2	1	0
Knot Passing Pulley	2	2	2	0
Line Thrower	2	2	1	0
Mask, Dive, Snorkel	4	4	2	0
Night Vision (Non-Aviation Acceptable)	2	2	2	0
PFD, Victim, Type III, various	4	4	4	4
Picket	12	12	6	6
Pole, reaching (i.e., Pike)	2	2	2	2
Prusiks, tandem	12	12	12	12
Pulley	12	12	12	6
Repair Kit, IRB	2	2	2	2
Rope, 200' with bag	4	4	2	0
Rope, 300' with bag	3	3	1	1
Rope, 600' with bag	1	1	1	0
Shovel, hand	2	2	2	2
Swimmer Rescue Board	4	4	2	0

## NIMS Swiftwater/Flood Search and Rescue Team Equipment

Throw Bags	14	14	5	5
Throwable Flotation Device	2	2	2	2
Victim Harness	2	2	2	2
Water Sample Kit	2	2	2	2
Webbing 1" x 5' Nylon Tubular	20	20	10	5
Webbing 1" x 12' Nylon Tubular	20	20	10	5
Webbing 1" x 15' Nylon Tubular	20	20	10	5
Webbing 1" x 20' Nylon Tubular	20	20	10	5
<b>Decontamination Equipment</b>				
Decontamination Equip. Kit	2	2	1	1
2.5 gallon pressure sprayer				
5 gallon bucket				
40 gallon plastic work box				
110 volt submersible pump				
(2) 25' garden hose				
Garden hose wye				
110 volt power washer				
Soap and Bleach Solution				
<b>Motorized Inflatable Rescue Boat (IRB)</b>				<b>Support equipment specific to vessel used</b>
Air, manual inflation pump	2	2	1	0
Air, 12 volt pump	2	2	1	0
Fuel, bladder, air transportable	4	4	2	2
IRB, 12' minimum	2	2	1	0
IRB or Vessel Support Kit	2	2	1	1
Lanyard, wrist, kill switch	14	14	5	As Required
Motor, 30 HP (Minimum)	4	4	2	0
Motor, Appropriate for Boat Size	0	0	0	1
Motor Flush Kit	2	2	1	1
Paddles	16	16	10	As Required
Prop, spare	8	8	4	As Required
<b>Logistical Support</b>				
Adapter Twistlock, Cord	4	4	4	4
Air Horn	4	4	2	2
Attic Ladder, 10'	1	1	1	1
Bar Oil, 2 gal	2	2	1	1
Battery Charger	2	2	2	2
Battery, 9v	12	12	6	6

## NIMS Swiftwater/Flood Search and Rescue Team Equipment

Battery, AA	510	510	250	250
Battery, C	200	200	100	100
Battery, D	200	200	100	100
Boat Motor Fuel (in gallons)	80	80	40	20
Boat Lifting Harness	2	2	1	0
Bolt Cutter, 24"	2	2	1	1
Broom	2	2	1	1
Chain Saw Fuel (in gallons)	5	5	5	5
Chain Saw Chain, Spare	4	4	2	1
Chain Saw Bar, Spare	2	2	1	1
Center Punch	14	14	5	5
Cots	14	14	5	5
Coupling Double Female, 1.5"	1	1	1	1
Cups, 8 oz	200	200	100	100
Cyalume Stick, 12 hr, Green	200	200	100	100
Cyalume Stick, 12 hr, Red	200	200	100	100
Cyalume Stick, 12 hr, Yellow	200	200	100	100
Cyalume Stick, 12 hr, White	200	200	100	100
Drysuit Repair Kit	14	14	5	5
Eating Utensils packet	100	100	50	50
Electrical Connection assortment	1	1	1	1
Emergency Blanket	30	30	10	10
Extension Cord, 12/3, 100'	2	2	2	2
Extension Cord, 12/3, 50'	2	2	2	2
Fans, 18"	For Shelter	For Shelter	For Shelter	For Shelter
Funnel kit, various sizes	2	2	2	2
Road flares, 30 minute minimum	36	36	10	10
Generator 3K with lights (2 must be portable)	4	4	2	2
Generator Fuel (in gallons)	20	20	20	20
Hand Disinfectant Bottles (Minimum 2 oz)	30	30	15	15
Hearing Protection, case	2	2	1	1
Hot Knife	1	1	1	1
Hose End Cap, 2. 5"	1	1	1	1
Ice Chest, 120 qt	4	4	2	2
Katadyn Pump Kit, Water filtration	1	1	1	1
Lineman Pliers	4	4	4	4
Meals Ready to Eat	240	240	80	80
MRE Heaters	240	240	80	80
Pads, Sleeping	14	14	5	5
Porta Toilet	2	2	1	1
Rain Gear	14	14	5	5
Reducer, 2.5" x 1.5"	1	1	1	1
Regulator, air	1	1	1	1

## NIMS Swiftwater/Flood Search and Rescue Team Equipment

Roll of Paper Towels	30	30	10	10
Roll of Toilet Paper	30	30	10	10
Rope Marker	10	10	5	5
Shovel, Spade	4	4	2	2
Sleeping Bags	14	14	5	5
Solar Shower	14	14	5	5
Stakes, For Tent	As Required	As Required	As Required	As Required
Tents/Shelter (appropriate for weather conditions)	To accommodate 14 person team	To accommodate 14 person team	To accommodate 5 person team	To accommodate 5 person team
Tent, Privacy for Restroom	2	2	1	1
Tool Box	2	2	1	1
Tree Pruner	2	2	1	1
Water Bladder, 500 gallon	1	1	1	1
Water Cooler, 5 gallon	4	4	1	1
Water, Bottle, 12 oz/24/cs	42	42	15	15
Wire Cutter, 8"	4	4	2	2
Zip Tie/Wire Tie (minimum 6")	200	200	100	100
<b>Vehicle/Transportation</b>				
Vehicle(s) capable of transporting team members and equipment in the field environment in the area of operations	As Required	As Required	As Required	As Required
Vehicle(s) must adequately support three day operations such as fuel, tires, and maintenance requirements	As Required	As Required	As Required	As Required



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

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

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

Agency Name				Contact Name			
Phone #		Fax #		Email			
<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						

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

**Please print legibly or type 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.						
Name				Contact Name		
Payee Legal Name for Business, Individual or Government Entity as filed with IRS				Contact Title		
DBA Name				Phone #		
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name				Fax #		
Tax Identification Number (TIN) and Type:			<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)			
<b>Business Address</b> -- Please provide primary address as reflected on payee's annual U.S. Internal Revenue Service tax documentation						
Address				City		
State		Zip+4		Remittance Email		
<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:
Address				City		
State		Zip+4		Remittance Email		
<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.						
Name			Title			Email

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)**

Please provide tax identification number applicable for payee IRS tax reporting

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

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

**Entity Filing Classification:**

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

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

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

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

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

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

**FOREIGN VENDOR INSTRUCTIONS:**

**\* ADDITIONAL DOCUMENTATION IS REQUIRED.**

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

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>
- **Form W-BEN-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> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 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 </td> <td style="width: 50%; vertical-align: top;"> 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) </td> </tr> </table>			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 & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & 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)
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<input type="checkbox"/> <b>7 - NON-EMPLOYEE COMPENSATION</b> <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 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 </td> <td style="width: 50%; vertical-align: top;"> 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 Purchase of Land Improvements  545210 CIP (Construction in Progress) – 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 </td> </tr> </table>			515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & 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 & 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 & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & 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 & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – 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
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<input type="checkbox"/> <b>14 - GROSS PROCEEDS TO AN ATTORNEY</b> 553180 Settlements – Paid To/Thru Attorney				