



State of Oklahoma

OKLAHOMA STATE BUREAU OF INVESTIGATION

Solicitation

Solicitation #: 3080000308

Solicitation Issue Date: 01/09/2014

Brief Description of Requirement:

The Oklahoma State Bureau of Investigation (OSBI) is seeking bids for physicians to provide Physical Examinations to meet requirements of the Oklahoma Law Enforcement Retirement System (OLERS), including all laboratory tests and x-rays and their interpretation. This bid is for an indefinite quantity. The OSBI anticipates Ten (10) tests per year, but the quantity could be less or greater than anticipated.

Response Due Date¹: January 24, 2014

Time: 3:00 Pm CST/CDT

Issued By and RETURN SEALED BID TO²:

Agency Name: OKLAHOMA STATE BUREAU OF INVESTIGATION

- U.S. Postal Delivery: 6600 N. Harvey Place Oklahoma City, OK 73116
- Carrier Delivery: 6600 N. Harvey Place Oklahoma City, OK 73116

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

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

1. Shipping Location:

2. Contracting Officer:

Name: Cheryl Gibbon
Phone: 405 879-2649
Email: cheryl.gibbon@osbi.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

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



State of Oklahoma
OKLAHOMA STATE BUREAU OF
INVESTIGATION

Responding Bidder Information

"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. **RE: Solicitation #** 3080000308

2. **Bidder General Information:**

FEI / SSN : _____ VEN ID: _____
 Company Name: _____

3. **Bidder Contact Information:**

Address: _____
 City: _____ State: _____ Zip Code: _____
 Contact Name: _____
 Contact Title: _____
 Phone #: _____ FAX#: _____
 Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹** (type "X" at one below):

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State** (type "X" at one below):

- 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 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 (type "X" at one below):

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

 Authorized Signature Date

 Printed Name Title

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

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



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

Solicitation or Purchase Order #: 3080000308

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 efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

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

A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

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

A.3. Solicitation Amendments

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

A.6. Bid Opening

Sealed bids shall be opened by the OKLAHOMA STATE BUREAU OF INVESTIGATION, PURCHASING SECTION located at 6600 N. Harvey
Place, OKC, OK 73116 at the time and date specified in the solicitation as the 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 procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
 - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.2. Solicitation, as amended (if applicable); and
 - A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements

of the solicitation or applicable law.

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

A.10. Pricing

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

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

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

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

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 State prior to the closing date.

A.13. 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 580:16-7-32.

A.14. Award of Contract

A.14.1. 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.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. 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.15. Contract Modification

A.15.1. 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 Contract Modification, signed by the State Purchasing Director.

A.15.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

- A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.17. Invoicing and Payment

- A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

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

A.19. Audit and Records Clause

- A.19.1. 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.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. 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.21. 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.22. 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.23. Termination for Cause

- A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2. 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.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

A.24.1. 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.24.2. 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.25. Insurance

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

A.26. 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.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

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

A.28. 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.29. 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. Indemnification

The supplier shall agree to indemnify and hold the OSBI harmless against any all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of the vendor or non-fulfillment of any term or condition of this contract. The supplier shall indemnify and hold harmless the OSBI under this contract from any and all assessments, judgments, costs, legal and other reasonable expenses incidental to any of the foregoing.

B.2. Signed Agreement

THIS SOLICITATION, ALONG WITH RESULTANT PURCHASE ORDER, CONSTITUTES THE ENTIRE AGREEMENT. NO ADDITIONAL AGREEMENTS OR END USER LICENSING AGREEMENTS WILL BE SIGNED.

B.3. Multiple Awards:

The OSBI reserves the right to award this contract to a single vendor or to multiple vendors, whichever is deemed to be in the State's best interest.

B.4. Unequivocal Acceptance

All terms identified in the bid specifications/contract are inclusive. By its response (execution), Supplier agrees to terms and conditions of the bid specifications unless a variation or exception is specifically noted. Any variation or exception may disqualify the response.

B.5. Price

Supplier warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Supplier to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

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

B.6. Invoices

Supplier will invoice the OSBI in arrears of product provided. Claims for reimbursement of services shall be submitted in arrears and within 90 calendar days of the provision of services. The supplier will send one copy of their invoice bearing the purchase order number, time period and amount due to:

OSBI

Attn: Accounting

6600 N. Harvey Place

OKLAHOMA CITY, OKLAHOMA, 73116

B.7. Assignment

Supplier's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without prior written consent of the OSBI.

B.8. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

B.9. Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

B.10. Gratuities

The right of the successful supplier to perform under contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, or its agents or another representative offered or gave a gratuity (e.g. entertainment or gift) to an officer, official, or employee of the State.

B.11. Limitation of Liability

Supplier shall be liable for any damages resulting from, arising out of, or relating to the services provided through this agreement. Supplier's liability for all programs, including software products owned or distributed by the Supplier, program documentation, and any program updates acquired through technical support shall be limited to the Supplier's warranty.

To the extent any limitation of liability contained herein is construed by a court of competent jurisdiction to be a limitation of liability in violation of Oklahoma law, such limitation of liability shall be void.

B.12. Failure to Provide

The Supplier's repeated failure to provide defined services, without reasonable basis as determined by the OSBI, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

C. SOLICITATION SPECIFICATIONS

C.1. Purpose

The Oklahoma State Bureau of Investigation (OSBI) is seeking bids for physicians to provide Physical Examinations to meet requirements of the Oklahoma Law Enforcement Retirement System (OLERS), including all laboratory tests and x-rays and their interpretation. This bid is for an indefinite quantity. The OSBI anticipates Ten (10) tests per year, but the quantity could be less or greater than anticipated.

The cost should include the following specifications:

- C.1.1.** Completion of documents required by OLERS and the OSBI. See attached examples of documents:
 - C.1.1.1.** OLERS Authorization for Release of Information Form (1 Page), (Addendum A).
 - C.1.1.2.** Proof of Knowledge of Essential Job Functions form (1 Page), (Addendum B).
 - C.1.1.3.** Essential Tasks form for Agent Job Series (7 Pages), (Addendum C).
 - C.1.1.4.** Essential Tasks form for Criminalist Job Series (8 Pages), (Addendum D).
 - C.1.1.5.** Pre-Employment Physical Examinations form (1 Page), Addendum E).
 - C.1.1.6.** Physical Examination Form (6 Pages), (Addendum F).
- C.1.2.** Successful Bidder will be responsible for given applicant Notice of Privacy Practices document (5 Pages), (Addendum G).

C.1.3. Successful Bidder will be required to send the completed evaluation packet and results to:

Oklahoma Law Enforcement Retirement System
421 NW 13th, Suite 100
Oklahoma City, OK 73103

All postage and mailing materials will be at the cost of the successful bidder.

D. EVALUATION

D.1. Evaluation Criteria:

Bids will be evaluated based on lowest and best bid as defined by Oklahoma Statute 74 OS 85.7B.

D.2. Bid

D.2.1 Only bids found to be responsive to the technical specifications and other requirements of this ITB will be evaluated.

D.2.2 The OSBI shall evaluate bids in response to the solicitation and will award a contract to the bidder whose bid is determined to be the lowest and best responsive bid from a responsible bidder.

D.2.3 The OSBI may: (1) reject any and all bids; (2) accept other than the lowest bid; and (3) waive informalities or minor irregularities in bids received. The OSBI reserves the right to cancel this ITB if it is determined to be in the best interest of the State. Failure to furnish all information or to follow the bid format requested in this ITB may disqualify the bid.

E. INSTRUCTIONS TO SUPPLIER

E.1. Introduction

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

E.2. Mandatory and Non-Mandatory Terms

E.2.1. Whenever the terms "shall", "must", "will", or "is required" are used in this ITB, the specification being referred to is a mandatory specification of this ITB. Failure to meet any mandatory specification may cause rejection of the supplier's bid.

E.2.2. Whenever the terms "can", "may", or "should" are used in this ITB, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

F. CHECKLIST

- F.1. Responding Bidder Information Form (Page 2 of OMES-Form-CP-076SA).**
- F.2. Non-Collusion Certification Form (Page 3 of OMES-Form CP-004SA).**
- F.3. Bidder Response Form (Page 13)**
- F.4. Envelope – Insert the name and address of the bidder in the upper left corner of the single envelope, package or container. ITB Number must appear on the face of the single envelope.**
- F.5. Initial in ink, each alteration**
- F.6. All amendments signed (if applicable)**

G. OTHER

None

H. PRICE AND COST

- H.1. See Bidder Response Form (Page 13)**

BIDDER RESPONSE FORM

Solicitation Number: 3080000308

Due Date: January 24, 2014 by 3:00 P.M. CST

Company Name: _____

Address: _____

Contact Person: _____ Phone Number: () _____

COST PER TEST

Date of Award through June 30, 2014	\$ _____	EACH
July 1 st , 2014 through June 30, 2015	\$ _____	EACH
July 1 st , 2015 through June 30, 2016	\$ _____	EACH
July 1 st , 2016 through June 30, 2017	\$ _____	EACH
July 1 st , 2017 through June 30, 2018	\$ _____	EACH

Signature: _____

Owner or Owner's Authorized Representative

Name/Title: _____

Date: _____

ADDENDUM A

05/14/2013

OKLAHOMA LAW ENFORCEMENT RETIREMENT SYSTEM
Authorization For Release of Information

I. Information About Use or Disclosure

I hereby authorize the use or disclosure of my individually identifiable health information as described below. I understand that this authorization is voluntary and that I may revoke it at any time by submitting my revocation in writing to the entity providing the information.

Patient name: _____ SS Number: _____

Name or general designation of person(s) or organization(s) authorized to provide the information:
First Med – Dr. Edwards or other medical facility performing pre-employment physical examination.

Name or title of person(s) or organization(s) authorized to receive the information:
Oklahoma Law Enforcement Retirement System

Description of information to be used or disclosed (including date(s)): _____ Medical Data to
determine if the individual applicant is able to perform the essential job functions of the position desired.

Purpose of the disclosure: _____ At the request of the member

(This authorization will remain in effect for so long as I am a member of the System, unless revoked.)

II. Important Information About Your Rights

I have read and understood the following statements about my rights:

- I may revoke this authorization at any time prior to its expiration date by notifying the providing organization in writing, but the revocation will not have any effect on any actions the entity took before it received the revocation.
- I may see and copy any information described on this form if I ask for it.
- I am required to sign this form to enroll in the System and/or receive disability benefits.
- The information that is used or disclosed pursuant to this authorization may be redisclosed by the receiving entity.
- I understand that my medical records may contain information that indicates that I have a communicable or venereal disease which may include, but not be limited to, diseases such as hepatitis, syphilis, gonorrhea or the human immunodeficiency virus, also known as Acquired Immune Deficiency Syndrome (AIDS).

III. Signature of Patient or Patient's Representative

With knowledge of my rights, I give my consent to the release of the information in my records including any information concerning my identity and release Oklahoma Law Enforcement Retirement System, its agents and employees from any liability in connection with the release of the information contained therein.

Signature of patient or patient's representative
(Form MUST be completed before signing.)

Date

Printed name of the patient's personal representative:

Relationship to the patient, including authority for status as representative: _____

PROOF OF KNOWLEDGE OF ESSENTIAL JOB FUNCTIONS

Applicant Name

I hereby certify that I have received and reviewed the Essential Job Functions, herewith attached, of the position the applicant will be performing.

Signature of Applicant

Date

Signature of Examining Physician

Date

THE ESSENTIAL JOB FUNCTIONS MUST BE ATTACHED TO THIS DOCUMENT.

OKLAHOMA STATE BUREAU OF INVESTIGATION
PHYSICAL PERFORMANCE REQUIREMENTS
LAW ENFORCEMENT SPECIAL AGENT JOB FAMILY SERIES, ALL LEVELS
SPECIAL INVESTIGATOR
AGENT SERIES, ALL LEVELS

INSTRUCTIONS TO PHYSICIAN:

The following form outlines the essential job tasks for Agent positions with the Oklahoma State Bureau of Investigation (OSBI). Attached is a copy of the job description containing a broader description of responsibilities. Please use both documents to assess the physical status of the individual named below.

Please include in the "Physician's Comments" section any concerns you may have regarding the physical ability of this individual to perform these tasks under the conditions described herein. You should use your discretion in determining whatever tests, e.g., ex-rays, blood tests, you may need to make this determination of physical status.

This form may be seen by non-medical administrative personnel within the OSBI or the Oklahoma Law Enforcement Retirement System. This document should NOT be construed as a release for confidential medical information or diagnoses.

NAME: _____

SSN: _____

Signature

DATE OF BIRTH: _____

MALE

FEMALE (Circle one)

POSITION CURRENTLY HELD OR FOR WHICH APPLIED: _____

DATE OF EXAMINATION: _____

NAME OF PHYSICIAN PERFORMING EXAMINATION

(Typed or Printed Name)

(Address - Street and City)

PHYSICAL EXAMINATION
LAW ENFORCEMENT SPECIAL AGENT SERIES

PART I - ESSENTIAL JOB TASKS.

Job Task 1. Conduct investigations and other inquiries; compile and evaluate information obtained, develop and pursue leads; maintains case record according to OSBI policy and legal standards.

TYPICAL PHYSICAL REQUIREMENTS	NOT RE-STRICED	JOB DUTY RESTRICTIONS	
		RESTRICTED UNTIL (DATE)	DESCRIBE RESTRICTION OR ACCOMMODATION FOR RESTRICTION
FIRE A WEAPON			
SITTING			
STANDING			
WALKING			
LIFTING (25+ LBS.)			
CLIMBING			
BENDING			
REACHING			
VISION			
COMPUTER USE OR TYPING			
OTHER (To be determined by physician)			

PHYSICAL EXAMINATION
LAW ENFORCEMENT SPECIAL AGENT SERIES

Job Task 2. Collect and preserve evidence by the use of modern crime detection methods in accordance with legal standards pertaining to crime scenes; process a crime scene for physical evidence using modern techniques; take clear and accurate crime scene photographs; obtain crime scene measurements and prepare sketches; document, collect, mark, preserve, transport and properly submit evidence.

TYPICAL PHYSICAL REQUIREMENTS	NOT RESTRICTED	JOB DUTY RESTRICTION	
		RESTRICTED UNTIL (DATE)	DESCRIBE RESTRICTION OR ACCOMMODATION FOR RESTRICTION
SITTING			
STANDING			
WALKING			
RUNNING			
CRAWLING			
LIFTING (25+ LBS.)			
CLIMBING			
BENDING			
REACHING			
MANUAL DEXTERITY			
COMPUTER USE OR TYPING			
OTHER (To be determined by physician)			

PHYSICAL EXAMINATION
LAW ENFORCEMENT SPECIAL AGENT SERIES

Job Task 3. Write investigative, prosecutorial, and other correspondence, reports, and memoranda to document investigative activities.

TYPICAL PHYSICAL REQUIREMENTS	NOT RESTRICTED	JOB DUTY RESTRICTION	
		RESTRICTED UNTIL (DATE)	DESCRIBE RESTRICTION OR ACCOMMODATION FOR RESTRICTION
SITTING			
STANDING			
WALKING			
COMPUTER USE OR TYPING			
OTHER (To be determined by physician)			

Job Task 4. Conduct interviews and interrogations and document results.

TYPICAL PHYSICAL REQUIREMENTS	NOT RESTRICTED	JOB DUTY RESTRICTION	
		RESTRICTED UNTIL (DATE)	DESCRIBE RESTRICTION OR ACCOMMODATION FOR RESTRICTION
SITTING			
STANDING			
WALKING			
COMPUTER USE OR TYPING			
OTHER (To be determined by physician)			

PHYSICAL EXAMINATION
LAW ENFORCEMENT SPECIAL AGENT SERIES

Job Task 5. Attend basic and advanced training, schools, workshops, and seminars; maintain proficiency with assigned firearms; performs all duties of a peace officer, e.g., arrests, warrants, transporting prisoners, etc.

TYPICAL PHYSICAL REQUIREMENTS	NOT RESTRICTED	JOB DUTY RESTRICTION	
		RESTRICTED UNTIL (DATE)	DESCRIBE RESTRICTION OR ACCOMMODATION FOR RESTRICTION
FIRE A WEAPON			
SITTING			
STANDING			
WALKING			
RUNNING			
CRAWLING			
LIFTING (25+ LBS.)			
CLIMBING			
BENDING			
REACHING			
COMPUTER USE OR TYPING			
OTHER (To be determined by physician)			

PHYSICAL EXAMINATION
LAW ENFORCEMENT SPECIAL AGENT SERIES

Job Task 6. Prepare and present cases for court; brief prosecutors and requesting authorities; assist prosecutors with exhibits.

TYPICAL PHYSICAL REQUIREMENTS	NOT RESTRICTED	JOB DUTY RESTRICTION	
		RESTRICTED UNTIL (DATE)	DESCRIBE RESTRICTION OR ACCOMMODATION FOR RESTRICTION
SITTING			
STANDING			
WALKING			
COMPUTER USE OR TYPING			
OTHER (To be determined by physician)			

PART II - SPECIAL OR UNIQUE WORK ENVIRONMENT CONDITIONS:

1. The Forensic Science Center utilizes a Scanning Electron Microscope x-ray which emits a strong electromagnetic field. As Agents are required to deliver evidence to this laboratory, may this individual work in close proximity to this machine?

Yes No

2. While processing crime scenes, conducting investigations, or performing one of the other tasks, Agents may have to work for extended periods of time in remote locations. Can this individual safely tolerate working for extended periods of time in remote areas including working overnight with exposure to the elements?

Yes No

3. While processing crime scenes, conducting investigations, or performing one of the other tasks, Agents may have to work in extreme cold or heat. Can this individual safely tolerate working outside in cold or hot weather or in cramped, indoor spaces?

Yes No

PHYSICAL EXAMINATION
LAW ENFORCEMENT SPECIAL AGENT SERIES

PART III - PERFORMANCE CONDITIONS:

1. Each task may require operating a motor vehicle to insure successful task performance. Based upon your knowledge of this individual, do you release them to drive a vehicle, with or without accommodation?

_____ Yes, unrestricted release to drive a vehicle.

_____ Yes, may operate a vehicle with the following accommodation: _____.

_____ No, this person may not operate a vehicle.

2. Each task requires the ability to communicate with others. Can this individual communicate with others verbally, in writing, or in some other manner?

_____ Yes

_____ No

_____ In some other manner, (e.g. American Sign Language, lip reading, etc.)

Describe: _____

PART IV - PHYSICIAN'S COMMENTS (continue on the back if necessary):

Signature of Physician

Typed or Printed Name of Physician

**OKLAHOMA STATE BUREAU OF INVESTIGATION
PHYSICAL PERFORMANCE REQUIREMENTS**

CRIMINALIST JOB FAMILY SERIES, ALL LEVELS

INSTRUCTIONS TO PHYSICIAN:

The following form outlines the essential job tasks for Criminalist positions with the Oklahoma State Bureau of Investigation (OSBI). Attached is a copy of the job description containing a broader description of responsibilities. Please use both documents to assess the physical and/or mental status of the individual named below.

Please include in the "Physician's Comments" section any concerns you may have regarding the physical or mental ability of this individual to perform these tasks under the conditions described herein. You should use your discretion in determining whatever tests, e.g., x-rays, blood tests, you may need to make this determination of physical status.

This form may be seen by non-medical administrative personnel within the OSBI or the Oklahoma Law Enforcement Retirement System. This document should NOT be construed as a release for confidential medical information or diagnoses.

=====

NAME: _____ SSN: _____

Print

Signature

DATE OF BIRTH: _____ MALE FEMALE (Circle one)

POSITION HELD OR FOR WHICH APPLIED: _____

=====

DATE OF EXAMINATION: _____

NAME OF PHYSICIAN PERFORMING EXAMINATION: _____

(Typed or Printed Name)

(Street and City)

NAME: _____

PART I - ESSENTIAL JOB TASKS.

Job Task 1. Perform scientific laboratory analysis on evidence submitted from criminal investigations and maintain the required documentation, statistics, and files.

TYPICAL PHYSICAL REQUIREMENTS	NOT RE- STRICTED	JOB DUTY RESTRICTIONS	
		RESTRICTED	DESCRIBE RESTRICTION OR ACCOMMODATION FOR RESTRICTION
SITTING			
STANDING			
WALKING			
LIFTING (25+ LBS.)			
CLIMBING			
BENDING			
REACHING			
VISION*			
MANUAL DEXTERITY			
COMPUTER USE OR TYPING			
OTHER (To be determined by physician)			

*Individuals who are colorblind cannot perform this task.

NAME: _____

Job Task 2. Provide forensic scientific assistance in processing crime scenes, responding to morgue requests, collecting evidence, and fingerprinting individuals as required. As a Criminalist I, assist with the fulfillment of duty criminalist functions as assigned.

TYPICAL PHYSICAL REQUIREMENTS	NOT RESTRICTED	JOB DUTY RESTRICTION	
		RESTRICTED	DESCRIBE RESTRICTION OR ACCOMMODATION FOR RESTRICTION
FIRE A WEAPON			
SITTING			
STANDING			
WALKING			
RUNNING			
CRAWLING			
LIFTING (25+ LBS.)			
CLIMBING			
BENDING			
REACHING			
MANUAL DEXTERITY			
COMPUTER USE OR TYPING			
OTHER (To be determined by physician)			

NAME: _____

Job Task 3. Serve as an expert witness in court as needed.

TYPICAL PHYSICAL REQUIREMENTS	NOT RESTRICTED	JOB DUTY RESTRICTION	
		RESTRICTED	DESCRIBE RESTRICTION OR ACCOMMODATION FOR RESTRICTION
SITTING			
STANDING			
WALKING			
OTHER (To be determined by physician)			

Job Task 4. Prepare clear, concise and accurate written laboratory examination reports on cases worked.

TYPICAL PHYSICAL REQUIREMENTS	NOT RESTRICTED	JOB DUTY RESTRICTION	
		RESTRICTED	DESCRIBE RESTRICTION OR ACCOMMODATION FOR RESTRICTION
SITTING			
STANDING			
WALKING			
COMPUTER USE OR TYPING			
OTHER (To be determined by physician)			

NAME: _____

Job Task 5. Conduct forensic analysis in case work, attend training seminars, keep abreast of current accepted procedures and implement new or revised methodologies as assigned. Also, achieve and maintain requirements to meet CLEET certification (initial training to become certified as a law enforcement officer).

TYPICAL PHYSICAL REQUIREMENTS	NOT RESTRICTED	JOB DUTY RESTRICTION	
		RESTRICTED	DESCRIBE RESTRICTION OR ACCOMMODATION FOR RESTRICTION
FIRE A WEAPON			
SITTING			
STANDING			
WALKING			
RUNNING			
CRAWLING			
LIFTING (25+ LBS.)			
CLIMBING			
BENDING			
REACHING			
VISION*			
MANUAL DEXTERITY			
COMPUTER USE OR TYPING			
OTHER (To be determined by physician)			

*Individuals who are colorblind cannot perform this task.

NAME: _____

Job Task 6. Observe and assist with scientific instruction as required; maintain assigned equipment and work areas; maintain and repair scientific instrumentation; acquire working knowledge of policies and procedures; maintain effective professional working relationship with co-workers and outside agencies.

TYPICAL PHYSICAL REQUIREMENTS	NOT RESTRICTED	JOB DUTY RESTRICTION	
		RESTRICTED	DESCRIBE RESTRICTION OR ACCOMMODATION FOR RESTRICTION
FIRE A WEAPON			
SITTING			
STANDING			
WALKING			
RUNNING			
CRAWLING			
LIFTING (25+ LBS.)			
CLIMBING			
BENDING			
REACHING			
MANUAL DEXTERITY			
COMPUTER USE OR TYPING			
OTHER (To be determined by physician)			

NAME: _____

PART II - SPECIAL OR UNIQUE WORK ENVIRONMENT CONDITIONS:

1. The Oklahoma City laboratory utilizes a Scanning Electron Microscope x-ray which emits a strong electromagnetic field. May this individual work in close proximity to this machine?

_____ Yes _____ No

2. While processing crime scenes or performing tasks within the laboratory, Criminalists may have to work in extreme cold or heat. Can this individual safely tolerate working outside in cold or hot weather or in cramped, indoor spaces?

_____ Yes _____ No

PART III - PERFORMANCE CONDITIONS:

1. Each task may require operating a motor vehicle to insure successful task performance. Based upon your knowledge of this individual, do you release them to drive a vehicle, with or without accommodation?

_____ Yes, unrestricted release to drive a vehicle.

_____ Yes, may operate a vehicle with the following accommodation: _____.

_____ No, this person may not operate a vehicle.

2. Each task requires the ability to communicate with others. Can this individual communicate with others verbally, in writing, or in some other manner?

_____ Yes _____ No _____ In some other manner, (e.g. American Sign Language, lip reading, etc.)

Describe: _____

NAME: _____

PART IV - PHYSICIAN'S COMMENTS (continue on the back if necessary):

Signature of Physician

Typed or Printed Name of Physician

ADDENDUM E

Oklahoma Law Enforcement Retirement System
421 NW 13th Street, Suite 100
Oklahoma City, OK 73103
405-522-4931

PRE-EMPLOYMENT PHYSICAL EXAMINATIONS

Applicant Name: _____

Date: _____

Agency: _____

Submitted to OLERS by: _____

Submitting Agency Provides the Following Forms to OLERS
Please check off each item to ensure it is included in the packet



EACH item must be checked before sending the packet to OLERS

- Authorization for Release of Medical Information, to be Signed
- Proof of Knowledge of Essential Job Functions, Signed by your Agency Examining Physician
- Six Page Physical Examination Completed by Applicant and Examining Physician, to be Signed by Applicant and Notarized (Pages 1 & 3)
- \$5,000 Death Benefit
- Enrollment Form
- Essential Job Functions, Signed by Applicant
- Affidavit Verifying Lawful Presence in the United States, Signed and Notarized
- If applicable, a copy of DD214
- If applicable, a document disclosing any disability payments received from any source.

Physical Examination Reports for the Following Tests

- Urinalysis & Interpretation
- Lumbar X-ray (2 views) & Interpretation
- Chest X-ray (2 views) & Interpretation
- Chemistry 25 Lab & Interpretation
- HIV & PPD Test & Interpretation
- Audiological Examination
- EKG Report

Comments: Please Return this Form with the Physical Documents

Last Revision 1-11-08



PERSONAL INFORMATION

DATE: _____

NAME OF APPLICANT: _____
LAST FIRST MIDDLE
 ADDRESS: _____ PHONE: _____
 SOCIAL SECURITY NUMBER: _____ DATE OF BIRTH: _____
 AGE: _____ MARITAL STATUS: _____ HEIGHT: _____ WEIGHT: _____
 INCASE OF EMERGENCY NOTIFY: _____ PHONE: _____

MEDICAL HISTORY

PERSONAL HISTORY

FAMILY HISTORY

CHECK YES OR NO	YES	NO
1 FREQUENT HEADACHES		
2 DIZZY SPELLS OR FAINTING		
3 EMOTIONAL OR NERVOUS PROBLEMS		
4 DRUG ALLERGIES		
5 ASTHMA OR BRONCHITIS		
6 HAY FEVER OR OTHER ALLERGIES		
7 FREQUENT COLDS OR SORE THROATS		
8 PERSISTENT OR CHRONIC COUGH		
9 COUGH, SPIT UP, OR VOMIT BLOOD		
10 RHEUMATIC FEVER		
11 SHORTNESS OF BREATH		
12 TB-TB SKIN TEST, LUNG PROBLEMS		
13 DATE OF LAST NORMAL PERIOD		
14 EYE TROUBLE (EXCEPT GLASSES)		
15 EAR OR HEARING TROUBLE		
16 REACTION TO DRUGS OR MEDICATION		
17 BLOOD, PUS OR ALBUMIN IN URINE		
18 SUGAR IN URINE OR DIABETES (EXCEPT THIRST)		
19 HERNIA OR RUPTURE		
20 CANCER OR TUMORS		
21 VARICOSE VEINS OR SWELLING OF FEET		
22 CHEST PAIN OR ANGINA		
23 HEART DISEASE OR ATTACKS		
24 ANY HEART PROBLEMS		
25 JOINT PAINS, ARTHRITIS OR BURSTITIS		
26 BACK TROUBLE OR LEG PAINS		
27 SKIN DISEASE OR ALLERGY		
28 THYROID OR GOITER TROUBLE		
29 STOMACH, ULCER OR INTESTINAL TROUBLE		
30 RECTAL TROUBLE OR HEMORRHOIDS		
31 BLOODY OR BLACK STOOLS		
32 HEPATITIS, LIVER TROUBLE OR JAUNDICE		
33 MALARIA OR TROPICAL DISEASE		
34 EPILEPSY, FITS OR CONVULSIONS		
35 PARALYSIS, INCLUDING POLIO		
36 PROLONGED TIREDNESS OR FATIGUE		
37 ANEMIA OR BLOOD DISEASE (HIV POSITIVE)		
38 ACCIDENTS, INJURIES OR BROKEN BONES		
39 KIDNEY OR BLADDER DISORDERS		
40 MALE-PROSTATE PROBLEMS		
41 VENEREAL DISEASE		
42 VAGINAL DISORDERS		
43 PERIODS IRREGULAR		
44 MENSTRUAL PAINS OR CRAMPS		
45 REQUIRE REST OR MEDICATIONS WITH PERIOD		
46 ANY DISORDER OF THE UTERUS OR OVARIES		
47 PREGNANCIES OR COMPLICATIONS		
48 MENOPAUSAL PROBLEMS, FLASHES, ETC.		
49 DO YOU ANTICIPATE HAVING TO UNDER GO ANY MEDICAL OR SURGICAL TREATMENTS (IN THE NEAR FUTURE)		

RELATIONSHIP	AGE	WELL	SICK	DEAD	CAUSE
FATHER					
MOTHER					
SPOUSE					
CHILD					

ANSWER EACH QUESTION	YES	NO
50. HAVE YOU EVER BEEN REFUSED EMPLOYMENT BECAUSE OF YOUR HEALTH?		
51. DID YOU EVER LEAVE SCHOOL OR ANY POSITION BECAUSE OF HEALTH?		
52. WERE YOU EVER REJECTED FOR OR DISCHARGED FROM THE ARMED FORCES BECAUSE OF DISABILITY?		
53. ARE YOU A PARTY TO ANY LAWSUIT?		
54. HAVE YOU EVER BEEN UNABLE TO HOLD A JOB BECAUSE OF INABILITY TO PERFORM CERTAIN PHYSICAL TASKS OR FOR ANY OTHER MEDICAL REASON?		
55. DURING THE PAST TWO YEARS HAVE YOU BEEN ABSENT FROM WORK OR SCHOOL BECAUSE OF ILLNESS OR INJURY FOR MORE THAN A COMBINED TOTAL OF 10 DAYS?		
56. ANY HEALTH RESTRICTIONS ON THE TYPE OF WORK YOU CAN PERFORM?		
57. HAVE YOU EVER WORKED IN MINING, SANDBLASTING, METAL PLATING, OR WORKED IN ASBESTOS?		
58. HAVE YOU EVER RECEIVED PSYCHOLOGICAL COUNSELING?		
59. HAVE YOU EVER HAD A WORK RELATED INJURY OR ILLNESS?		
60. HAVE YOU EVER BEEN TREATED FOR MUSCLE/TENDON SPASMS OR TEARS?		
61. HAVE YOU EVER BEEN TREATED FOR BACK PROBLEMS?		
62. BACK SURGERY?		
63. HAVE YOU EVER BEEN TREATED FOR PROBLEMS WITH: KNEE, HIP, NECK, SHOULDER, ARM, OR THIGH?		
64. HAVE YOU BEEN TREATED BY A CHIROPRACTOR? IF SO, WHEN AND FOR WHAT?		
65. ARE YOU A SOCIAL DRINKER? IF SO, HOW MUCH? _____ HOW OFTEN? _____		
66. HAVE YOU EVER RECEIVED COUNSELING FOR DRINKING OR DRUG PROBLEM?		
67. HAVE YOU EVER BEEN ARRESTED IN AN ALCOHOL OR DRUG RELATED SITUATION?		
68. DO YOU SMOKE? SMOKELESS TOBACCO? IF SO, HOW MUCH? _____ HOW OFTEN? _____		
69. LIST ALL AMPUTATIONS:		
70. HOSPITALIZATIONS AND SURGERIES? (DATES, HOSPITAL, & REASON)		
71. EMERGENCY ROOM VISITS? (DATES, HOSPITAL, & REASON)		
72. ARE YOU PRESENTLY TAKING ANY DRUGS OR MEDICATIONS? IF SO, WHAT? _____		
73. HAVE YOU EVER TAKEN ANY DRUGS OR MEDICATION ON A REGULAR BASIS? IF SO, WHAT? _____ WHY? _____		

SIGNATURE OF EMPLOYEE _____

DATE _____

1. Please provide the following information on your work history:

JOB	EMPLOYER	INDUSTRY	MAJOR JOB TASKS	STARTING DATE	STOPPING DATE	MAJOR WORK EXPOSURES
MILITARY?						
PART-TIME WORK?						

2. Have you had any possibly hazardous exposures outside of work? YES NO If yes, complete the following: (such as chemicals, fumes, vapors, gases, noise, and radiation.)

MAJOR EXPOSURES	ASSOCIATED ACTIVITY	LOCATION	STARTING DATE	STOPPING DATE

3. Have you ever smoked cigarettes? YES NO If yes, please answer the following questions:

How old were you when you started smoking? _____

On average, how many packs have you smoked a day? _____

Do you currently smoke? YES NO If no, how old were you when you stopped? _____

I certify that I have reviewed the foregoing 3 pages of information supplied by me and that it is true and complete to the best of my knowledge. I authorize investigation of all statements contained in this medical history. I understand that misrepresentation or omission of the facts called for on this form is cause for subsequent denial or termination of membership in OLEERS.

Applicant Signature

Date

Subscribed and sworn to before me this _____ day
 of _____ 20_____.

 Notary Public
 My commission expires: _____

PHYSICAL EXAMINATION PRE-EMPLOYMENT/MEMBERSHIP EXAM

NORMAL ABNORMAL

	NORMAL	ABNORMAL
1. TEMPERATURE: _____		
2. PULSE: _____		
3. HEIGHT: _____ WEIGHT: _____		
4. BLOOD PRESSURE: _____		
5. SKIN: _____		
6. EYES: _____		
7. NOSE: _____		
8. EARS: _____ /20 _____ WHISPER: _____ MEMBRANES: _____		
9. MOUTH: _____ TEETH: _____ GUMS: _____ TONGUE: _____ THROAT: _____ TONSILS: _____		
10. NECK: _____		
11. THORAX: _____ LUNGS: _____ HEART: _____		
12. ABDOMEN: _____		
13. HERNIA: _____		
14. RINGS: _____		
15. GENITALIA: _____		
16. BACK: _____ CONTOUR: _____ MUSCLE TONE: _____ RANGE OF MOTION—CERVICAL SPINE: _____ RANGE OF MOTION—THORACIC SPINE: _____ RANGE OF MOTION—LUMBAR SPINE: _____		
17. UPPER EXTREMITIES: _____ RIGHT: _____ LEFT: _____ CONTOUR OF SHOULDERS, ELBOWS, WRISTS, HANDS: _____ BRACHIAL AND RADIAL PULSES: _____ BICEPS, TRICEPS, BRACHIORADIALIS DEEP TENDON REFLEXES: _____ RANGE OF MOTION—SHOULDERS, ELBOWS, WRISTS, DIGITS: _____ DEFECTS: _____		
18. LOWER EXTREMITIES: _____ RIGHT: _____ LEFT: _____ CONTOUR OF HIPS, KNEES, ANKLES, FEET: _____ FEMORAL, POPLITEAL, DORSIS PEDIS, POST TIBULAR PEDIS: _____ PATELLAR, ACHILLES DEEP TENDON REFLEXES: _____ RANGE OF MOTION—HIPS, KNEES, ANKLES, FEET: _____ DEFECTS: _____		
19. PERIOD—REGULAR: _____ YES _____ NO _____		
20. DATE OF LAST PERIOD: _____		
21. VISUAL ACUITY: _____ FOR DISTANCE: _____ RIGHT 20/ _____ LEFT 20/ _____ WITH CORRECTED LENSES (IF WORN): _____ WITHOUT CORRECTED LENSES: _____ EVIDENCE OF DISEASE OR INJURY: _____ RIGHT _____ LEFT _____ COLOR TEST: _____ HORIZONTAL FIELD OF VISION: _____ RIGHT _____ LEFT _____		

AudioScope Screening Results
25dB HL

PATIENT: _____

TESTED BY: _____ DATE: _____

	Y= Response		N= No Response	
Right Ear				
Left Ear				
	500	1000	2000	4000
	Frequency (Hz)			

INTERPRETATION: _____

BY: _____

GENERAL COMMENTS:

THE ABOVE NAMED INDIVIDUAL:

- [] IS PHYSICALLY QUALIFIED TO PERFORM THE ABOVE JOB DUTIES IN A SAFE AND EFFICIENT MANNER WITHOUT MODIFICATION.
- [] IS NOT PHYSICALLY QUALIFIED TO PERFORM THE ABOVE JOB DUTIES IN A SAFE AND EFFICIENT MANNER WITHOUT MODIFICATIONS.

NAME OF EXAMINING DOCTOR: _____

EFFECTIVE 4/14/03

NOTICE OF PRIVACY PRACTICES

This Notice Describes How Medical Information About You May Be Used and Disclosed and How You Can Get Access to This Information. Please Review It Carefully.

We are sending you this Notice because certain retirees and surviving spouses have a portion of their premiums for the health insurance plan offered by the Oklahoma State and Education Employees Group Insurance Board (the "Plan") paid by the Oklahoma Law Enforcement Retirement System (the "System").

If you have any questions about this Notice, please contact your Executive Director at (405) 522-4932.

Who Will Follow This Notice

This Notice describes the medical information practices of the System to the extent applicable, and that of any third party that assists in the administration of the System.

Our Pledge Regarding Medical Information

We understand that medical information about you and your health is personal. We are committed to protecting medical information about you. This Notice applies to all of the medical records we receive and maintain. Your personal doctor or health care provider may have different policies or notices regarding the doctor's use and disclosure of your medical information created in the doctor's office or clinic.

This Notice will tell you about the ways in which we may use and disclose medical information about you. It also describes our obligations and your rights regarding the use and disclosure of medical information to the extent applicable.

We are required by law to:

- make sure that medical information that identifies you is kept private;
- give you this Notice of our legal duties and privacy practices with respect to medical information about you; and
- follow the terms of the notice that is currently in effect.

How We May Use and Disclose Medical Information About You

The following categories describe different ways that we use and disclose medical information. For each category of uses or disclosures we will explain what we mean and present some examples. Not every use or disclosure in a category will be listed. However, all of the ways we are permitted to use and disclose information will fall within one of the categories.

For System Operations (as described in applicable regulations). We may use and disclose medical information about you for System operations. These uses and disclosures are necessary to run the System. For example, we may use medical information in connection with: conducting or arranging for medical review, legal services, audit services, and fraud and abuse detection programs; business planning and development such as cost management; and business management and general administrative activities.

As Required By Law. We will disclose medical information about you when required to do so by federal, state or local law. For example, we may disclose medical information when required by a court order in a litigation proceeding such as a malpractice action.

To Avert a Serious Threat to Health or Safety. We may use and disclose medical information about you when necessary to prevent a serious threat to your health and safety or the health and safety of the public or another person. Any disclosure, however, would only be to someone able to help prevent the threat. For example, we may disclose medical information about you in a proceeding regarding the licensure of a physician.

Special Situations

Disclosure to State of Oklahoma ("State"). Information may be disclosed to another health plan maintained by the State for purposes of facilitating claims payments under that plan. In addition, medical information may be disclosed to State personnel solely for purposes of administering benefits under the Plan and/or System.

Organ and Tissue Donation. If you are an organ donor, we may release medical information to organizations that handle organ procurement or organ, eye or tissue transplantation or to an organ donation bank, as necessary to facilitate organ or tissue donation and transplantation.

Military and Veterans. If you are a member of the armed forces, we may release medical information about you as required by military command authorities. We may also release medical information about foreign military personnel to the appropriate foreign military authority.

Workers' Compensation. We may release medical information about you for workers' compensation or similar programs. These programs provide benefits for work-related injuries or illness.

Public Health Risks. We may disclose medical information about you for public health activities. These activities generally include the following:

- to prevent or control disease, injury or disability;
- to report births and deaths;
- to report child abuse or neglect;
- to report reactions to medications or problems with products;

- to notify people of recalls of products they may be using;
- to notify a person who may have been exposed to a disease or may be at risk for contracting or spreading a disease or condition;
- to notify the appropriate government authority if we believe a patient has been the victim of abuse, neglect or domestic violence. We will only make this disclosure if you agree or when required or authorized by law.

Health Oversight Activities. We may disclose medical information to a health oversight agency for activities authorized by law. These oversight activities include, for example, audits, investigations, inspections, and licensure. These activities are necessary for the government to monitor the health care system, government programs, and compliance with civil rights laws.

Lawsuits and Disputes. If you are involved in a lawsuit or a dispute, we may disclose medical information about you in response to a court or administrative order. We may also disclose medical information about you in response to a subpoena, discovery request, or other lawful process by someone else involved in the dispute, but only if efforts have been made to tell you about the request or to obtain an order protecting the information requested.

Law Enforcement. We may release medical information if asked to do so by a law enforcement official:

- in response to a court order, subpoena, warrant, summons or similar process;
- to identify or locate a suspect, fugitive, material witness, or missing person;
- about the victim of a crime if, under certain limited circumstances, we are unable to obtain the person's agreement;
- about a death we believe may be the result of criminal conduct;
- about criminal conduct at the hospital; and
- in emergency circumstances to report a crime; the location of the crime or victims; or the identity, description or location of the person who committed the crime.

Coroners, Medical Examiners and Funeral Directors. We may release medical information to a coroner or medical examiner. This may be necessary, for example, to identify a deceased person or determine the cause of death. We may also release medical information about patients of the hospital to funeral directors as necessary to carry out their duties.

National Security and Intelligence Activities. We may release medical information about you to authorized federal officials for intelligence, counterintelligence, and other national security activities authorized by law.

Inmates. If you are an inmate of a correctional institution or under the custody of a law enforcement official, we may release medical information about you to the correctional institution or law enforcement official. This release would be necessary (1) for the institution to provide you with health care; (2) to protect your health and safety or the health and safety of others; or (3) for the safety and security of the correctional institution.

Your Rights Regarding Medical Information About You

You have the following rights regarding medical information we maintain about you:

Right to Inspect and Copy. You have the right to inspect and copy medical information that may be used to make decisions about your benefits. To inspect and copy medical information that may be used to make decisions about you, you must submit your request in writing to your Executive Director. If you request a copy of the information, we may charge a fee for the costs of copying, mailing or other supplies associated with your request.

We may deny your request to inspect and copy in certain very limited circumstances. If you are denied access to medical information, you may request that the denial be reviewed.

Right to Amend. If you feel that medical information we have about you is incorrect or incomplete, you may ask us to amend the information. You have the right to request an amendment for as long as the information is kept by or for the System.

To request an amendment, your request must be made in writing and submitted to your Executive Director. In addition, you must provide a reason that supports your request.

We may deny your request for an amendment if it is not in writing or does not include a reason to support the request. In addition, we may deny your request if you ask us to amend information that:

- is not part of the medical information kept by or for the System;
- was not created by us, unless the person or entity that created the information is no longer available to make the amendment;
- is not part of the information which you would be permitted to inspect and copy; or
- is accurate and complete.

Right to an Accounting of Disclosures. You have the right to request an "accounting of disclosures" where such disclosure was made for any purpose other than treatment, payment, or health care operations.

To request this list or accounting of disclosures, you must submit your request in writing to your Executive Director. Your request must state a time period which may not be longer than six years and may not include dates before April, 2003. Your request should indicate in what form you want the list (for example, paper or electronic). The first list you request within a 12-month period will be free. For additional lists, we may charge you for the costs of providing the list. We will notify you of the cost involved and you may choose to withdraw or modify your request at that time before any costs are incurred.

Right to Request Restrictions. You have the right to request a restriction or limitation on the medical information we use or disclose about you for treatment, payment or health care operations. You also have the right to request a limit on the medical information we disclose about you to someone who is involved in your care or the payment for your care, like a family member or friend. For example, you could ask that we not use or disclose information about a surgery you had.

We are not required to agree to your request.

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To request restrictions, you must make your request in writing to your Executive Director. In your request, you must tell us (1) what information you want to limit; (2) whether you want to limit our use, disclosure or both; and (3) to whom you want the limits to apply, for example, disclosures to your spouse.

Right to Request Confidential Communications. You have the right to request that we communicate with you about medical matters in a certain way or at a certain location. For example, you can ask that we only contact you at work or by mail.

To request confidential communications, you must make your request in writing to your Executive Director. We will not ask you the reason for your request. We will accommodate all reasonable requests. Your request must specify how or where you wish to be contacted.

Right to a Paper Copy of This Notice. You have the right to a paper copy of this Notice. You may ask us to give you a copy of this Notice at any time. Even if you have agreed to receive this Notice electronically, you are still entitled to a paper copy of this Notice.

You may obtain a copy of this notice at our website, www.oters.state.ok.us.

Changes to This Notice

We reserve the right to change this Notice. We reserve the right to make the revised or changed Notice effective for medical information we already have about you as well as any information we receive in the future. We will post a copy of the current notice on our website. The Notice will contain on the first page, in the top right hand corner, the effective date.

Complaints

If you believe your privacy rights have been violated, you may file a complaint with the System or the Secretary of the Department of Health and Human Services. To file a complaint with the System, contact your Executive Director. All complaints must be submitted in writing.

You will not be penalized for filing a complaint.

Other Uses of Medical Information

Other uses and disclosures of medical information not covered by this notice or the laws that apply to us will be made only with your written permission. If you provide us permission to use or disclose medical information about you, you may revoke that permission, in writing, at any time. If you revoke your permission, we will no longer use or disclose medical information about you for the reasons covered by your written authorization. You understand that we are unable to take back any disclosures we have already made with your permission, and that we are required to retain our records of the care that we provided to you.