



Solicitation #:38092

Solicitation Issue Date: 2/26/2015

Brief Description of Requirement: The OSBI Forensic Chemistry Lab is seeking bids from vendors to establish a draw contract with indefinite quantities for the purpose of purchasing controlled and non controlled substances to be used in identification of substances. The OSBI is mandated to identify controlled substances and report the findings to the agency that requested the analysis and the District Attorney's Office.

Response Due Date¹: 03/12/2015

Time: 1:30 P.M. CST/CDT

Issued By and **RETURN SEALED BID TO**²:

Agency Name: Oklahoma State Bureau of Investigation

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

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

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

1. **Shipping Location:** 800 E. 2nd Edmond, OK 73034

2. **Contracting Officer:** Nancy McFarland (405)715-9572 Email: nancy.mcfarland@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



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

1. RE: Solicitation # 38092

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 Permit (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

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

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 #: 38092

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... 2. I am fully aware of the facts and circumstances... 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party: a. to any collusion among bidders... b. to any collusion with any state official... c. in any discussions between bidders... d. to any collusion with any state agency...

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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B. SPECIAL PROVISIONS

B.1. Indemnification

The supplier shall agree to indemnify and hold the OSBI harmless against any and 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. Late Payment

Pursuant to Oklahoma State Statute 62 O.S. § 34.72, payment shall not be considered late until forty-five (45) days after receipt of proper invoice.

B.8. 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.9 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.10 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.11 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.12 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.13 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.

B.14 Cost of Preparation

The State is not liable for any cost associated with the preparation of the Vendor's bid or any cost incurred by any bidder prior to issuance of any agreement or contract. All responses, inquiries, or correspondence relating to or in reference to this ITB, when received by the State will become the property of the State.

B.15 Registration with Oklahoma Office of Management and Enterprise Services (OMES)

Prior to award of contract, successful vendor must be registered with Oklahoma Office of Management and Enterprise Services (OMES), Central Purchasing Division. This generally costs the vendor \$25.00 to register. The link for this registration is <https://www.ok.gov/dcs/vendors2/app/index.php>

B.16 General Liability Insurance

The successful bidder(s) shall purchase and maintain in force, at his own expense, such insurance as will protect him and the State from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors,

or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or his forces as enumerated above. The Contractor shall furnish a copy of an original Certificate of Insurance, naming the State of Oklahoma ex rel. Oklahoma State Bureau of Investigation, as an additional insured. Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies which are acceptable to the State's Attorney and/or Risk Management and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

B.16.1 . The following insurance requirements are the minimum that will be acceptable
Commercial General Liability - \$1,000,000.00 Each Occurrence Combined single limit.

C. SOLICITATION SPECIFICATIONS

- C.1 The OSBI Forensic Chemistry (Controlled Substance) Lab is seeking bids from vendors to establish a draw contract with indefinite quantities for the purpose of purchasing controlled and non-controlled substances to be used in the identification of substances that are being abused by the citizens of Oklahoma. The OSBI Forensic Chemistry Lab is mandated to identify controlled substances and report the findings to the agency that requested analysis and the District Attorney's Office.
- C.2 A designer drug is a structural or functional analog of a controlled substance that has been designed to mimic the pharmacological effects of the original drug while at the same time, avoid being classified as illegal and/or avoid detection in standard drug tests.
- C.3 The group of designer drugs which are chemically similar to marijuana's active ingredient THC are called synthetic cannabinoids or "synthetic marijuana."
- C.4 The state of Oklahoma recently enacted legislation, effective November 1, 2014, allowing for the control of synthetic cannabinoids by category. The statute does not specifically list all newly controlled synthetics, but does exponentially expand the number of controlled substances and consequently the number of standards that will be needed for conclusive identification. This change in law requires the OSBI to identify new synthetics as they are seen by the OSBI Controlled Substances Labs. There is no way to know which compounds will be seen by the laboratory in the future.
- C.5 Makers of designer drugs are constantly creating new products to evade legal bans on older compounds. Due to this continuous evolution and creation of new drugs, the vendor must be one that will stay current and monitor the current trends and emergence of new compounds; these include synthetic cannabinoids and other types of designer drugs. The purchase order will include, but not be limited to, the purchase of existing drugs (i.e. FUB-144, 2,5I-NBOMe, MAB-CHMINACA, AB-FUBINACA and XLR11) and future, not yet identified compounds.
- C.5.1 The requirements desired are powdered standards in 10 milligram quantities.
- C.5.2 Standards in liquid form are acceptable if the compound cannot be manufactured in powder form. Standards in powder form can be analyzed on the Fourier Transform Infrared Detector with an ATR accessory without having to "salt" them out of liquid, potentially altering the original compound and negating the possibility of identifying an unknown compound that may be in a different salt form. Purchasing the compound in powder form also allows the OSBI to control the concentration of

secondary standard solutions and allows the OSBI to make secondary standard solutions in higher concentrations than are available in liquid form from the manufacturer.

C.5.3 Ten milligram quantities are required to allow for the analysis of the compounds on all OSBI Forensic Chemistry instruments. The Gas Chromatograph-Infrared Detector (GC-IRD) requires higher concentrations to obtain standard quality spectra. Higher concentrations are also analyzed on the Gas Chromatograph/Mass Spectrometer (GC/MS) to gain more detail for comparison and entry into the mass spectra library. Ten milligrams are needed to create higher concentration standards for the GC-IRD and to allow for enough drug standards to be distributed to the regional lab. For a conclusive identification using Gas Chromatography (GC) and GC/MS, comparison of retention times must be compared on the GC (which requires the standards to be on-site in the OSBI Laboratories) and the mass spectra of the standard must also be in the mass spectral library.

D. EVALUATION

This contact will be awarded lowest and best.

E. INSTRUCTIONS TO SUPPLIER

F. CHECKLIST

- F.1 Responding Bidder Information Page
- F.2 Non Collusion Certification Form
- F.3 Envelope – insert name and address of the bidder in the upper left corner of envelope, package or container. ITB Number must appear on the face of a single envelope.
- F.4 Initial in ink, any alteration or correction made on bid
- F.5 All amendments must be signed (if applicable)

G. OTHER

Please bid with options to renew this contract.

Initial Contract:	Date of award through June 30, 2015	Price: _____
First Option to Renew:	July 1, 2015 through June 30, 2016	Price: _____
Second Option to Renew:	July 1, 2016 through June 30, 2017	Price: _____
Third Option to Renew:	July 1, 2017 through June 30, 2018	Price: _____
Fourth Option to Renew:	July 1, 2018 through June 30, 2019	Price: _____

H. PRICE AND COST

Please list pricing including shipping and handling charges when submitting bid.