

State of Oklahoma **OKLAHOMA STATE DEPARTMENT OF HEALTH PROCUREMENT**

Solicitation Cover Page

۱.	Solicitation	#: <u>3</u>	3400001623	2. Solicitation Issue Date: 04/26/19
3.	Brief Descr	iption	of Requirement:	
Q P ot	ubmit questi uestions will lease reme her Oklaho	ons no be an mber ma st	swered in an addend vendors, pending d ate agency must r	y E-mail only: rubys@health.ok.gov - dum and posted 5/5/19 contract award to a bid released by Central Purchasing o egister with the state hasing/vendor-registration
١.	Response	Due	Date ¹ : <u>5/10/19</u>	Time : 3:00 PM CDT
5.	Issued By a	nd RE	ETURN SEALEI	D BID TO ² :
	U.S. Posta	al Deliv	very Address:	Oklahoma State Dept. of Health Procurement
				ATTN Ruby Sherwan
	Common	Carrie	r Delivery Address:	1000 NE 10 th Street
				Oklahoma City, OK 73117-1299
	Electronic	Subm	nission Address:	
6.	Solicitation	Type (type "X" at one below)	:
	[X	Invitation to Bid	
	[Request for Proposal	
	[Request for Quote	
7.	Contracting	Office	er:	
	١	Name:	Ruby Sherwan	
	F	Phone:	405-271-4043	
	E	Email:	rubys@health.ok.gov	,

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



Responding Bidder Information

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

1.	RE: Solicitation # 3400001623	
2.	Bidder General Information:	
	FEI / SSN :	Supplier ID:
	Company Name:	
3.	Bidder Contact Information:	
	Address:	
	City:	
	Contact Name:	
	Phone #:	
	Email:	
	☐ YES – Permit #: ☐ NO – Exempt pursuant to Oklahoma Laws of	or Rules – Attach an explanation of exemption
5.	Registration with the Oklahoma Secretary o	of State:
	YES - Filing Number:	
		esful bidder will be required to register with the Secretary of the provides specific details supporting the exemption the -521-3911).
6.	Workers' Compensation Insurance Coverag	je:
	Bidder is required to provide with the bid a certi Oklahoma Workers' Compensation Act.	ficate of insurance showing proof of compliance with the
	☐ YES – Include with the bid a certificate of ins	surance.
		tion Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a

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

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

7. Disabled Veteran Business Enterprise Act



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 Oklahoma State Dept. of Health Agency 340 Name: Number: Solicitation or Purchase Order #: 3400001623 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 letti ng 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; 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 an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

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

A.3. Solicitation Amendments

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

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

A.6. Bid Opening

Sealed bids shall be opened by the	ne OSDH Procurement office	located at	1000 NE10th ,rm 306,
Okkahoma City OK 73117	at the time and date specified in the solicitation a	as the Respo	onse Due Date and Time.

A.7. Open Bid / Open Record

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

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

A.8. Late Bids

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

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

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

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: https://www.ok.gov/dcs/vendors/index.php.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

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

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

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

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.



Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- Garnishment Payees: Use OMES Form GarnVendor
- State Employees: Use OMES FORM Employee Vendor Request
- Vendors pending contract award to a solicitation released by the division of Central Purchasing or another Oklahoma state agency <u>MUST</u> first register online with the state unless exempt per statute. For additional information, please refer to <u>Central Purchasing Vendor Registration</u>.

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

State agency should email completed and signed form to <u>vendor.form@omes.ok.gov</u> or fax to 405-522-3663. VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.								
Oklahoma State De	of Health		Contact Name	Ruby She	Ruby Sherwan			
405-271-4043)5-271-4043 Fax # 271-271-1789			Email	rubs@hea	rubs@health.ok.gov		
To – Please select a	ll applicat	le request types						
ndor		PeopleSoft 10-digit Vendor ID						
ess 🗆 Cha	☐ Change Address/Location		PeopleSoft Address #			PeopleSoft Location #		
or Tax ID ☐ Change Vendor Name		☐ Add Alternate Payee Name			PeopleSoft Location #			
Explain								
Vendor 1099 Reportable Status Attention Paying Agency: Please check the <i>Add</i> 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 <i>Remove</i> box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:								
☐ 1 - Rents			☐ 2 - Royalties			3 - Other Income		
☐ 6 - Medical & Health Care			☐ 7 - Non-Employee Compensation ☐ 10 - Crop Insurance Prod			eeds		
\square 14 - Gross Proceeds to an Attorney								
	VEI	NDOR/PAYEE SECT	ION (To be completed by	v vendor/p	avee)		
bly or type this infori		•	•	•			nail or fax to requesting s	state agency.
	Oklahoma State De 405-271-4043 To – Please select a lor	Oklahoma State Department of 405-271-4043 Fax # To – Please select all applicable for Update Existing Update Existing Change Address Change Address Change Address Change Address Change Address Change Address Change Vend Explain Attention Paying Agency: Flisted on page 3 of this form. requires specific details regard 1 - Rents Care Ca	Oklahoma State Department of Health 405-271-4043	Oklahoma State Department of Health 405-271-4043	Oklahoma State Department of Health 405-271-4043 Fax # 271-271-1789 Email To - Please select all applicable request types for	Oklahoma State Department of Health 405-271-4043 Fax # 271-271-1789 Email rubs@hea To - Please select all applicable request types for Update Existing Vendor PeopleSoft 10-digit Vendor ID ess Change Address/Location PeopleSoft Address # or Tax ID Change Vendor Name Add Alternate Payee Name Explain Attention Paying Agency: Please check the Add box on the left if payments to this listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable requires specific details regarding the type of transaction. Please check the box that 1 - Rents 2 - Royalties 4 - Gross Proceeds to an Attorney VENDOR/PAYEE SECTION (To be completed by vendor/p	Oklahoma State Department of Health 405-271-4043 Fax # 271-271-1789 Email rubs@health.ok.gov To – Please select all applicable request types for Update Existing Vendor PeopleSoft 10-digit Vendor ID ess Change Address/Location PeopleSoft Address # or Tax ID Change Vendor Name Add Alternate Payee Name Explain Attention Paying Agency: Please check the Add box on the left if payments to this vendor/pay listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the requires specific details regarding the type of transaction. Please check the box that applies to t 1 - Rents	Oklahoma State Department of Health Contact Name Ruby Sherwan rubs@health.ok.gov To – Please select all applicable request types lor

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.									
	Payee Information: 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								ct Title	
DBA Name							Phone	e #	
Doing Bus	siness As "DBA", o	or Disregarded E	Entity Nam	e if different than Le	gal Nan	ne	Fax #		
Tax Identification Number (TIN) and Type:								nployer ID (FEIN) Social Security Number (SSN)	
Business	Business Address Please provide primary business address as filed with the U.S. Internal Revenue Service								
Address								City	
State Zip+4 Rer			Remi	ittance	Email				
Optional	Optional Addresses – Please select address type as applicable								
Type:	☐ Remitting	☐ Ordering	☐ Pricir	ng	☐ Returning ☐ Mailing		g		
Address								City	
State			Zip+4		Ren			Email	
									ide financial information used for ACH Electronic State of Oklahoma online registration system.
Name			Tit	le				Email	

W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.					
U.S. Taxpayer Identification Number (TIN)					
Federal Employer Identification Number (FEIN) If none, but applied for, date applied					
U.S. Social Security Number (SSN) If none, but applied for, date applied					
Entity Filing Classification:					
□ Domestic (U.S.) Sole Proprietor or Individual □ Domestic (U.S.) Partnership □ Domestic (U.S.) Corporation Type:					
☐ Limited Liability Company Type:					
LLC Disregarded Entity: \square YES \square 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/fw8ben.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/fw8bene.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/fw8eci.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/fw8exp.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/fw8imy.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)					

of Office Space of Land of Other Building Space of Equipment and Machinery of Telecommunications Equip of Electronic Data Processing ment of Electronic Data Processing Software Rents - & HEALTH CARE PAYMENTS inary Services as of Physicians (except Mental Health Sp as of Physicians, Mental Health Specialists as of Chiropractors as of Optometrists as of Mental Health Practitioners (except F	532142 Lease □ 2 – ROYAL1 553170 Royal			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
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es of Optometrists		515880		als (except Psychiatric & Substance Abuse)
s of Mental Health Practitioners (except F		515890	Nursing Care Fa	
(copt)	Physicians)	515900		rices for People with Developmental Disabilities
es of Physical, Occupational & Speech The	erapists, &	515910		tal Health & Substance Abuse Facilities
ologists		515920		e Facilities for the Elderly
es of Podiatrists		515930	Other Residentia	
es of all other Miscellaneous Health Practi	tioners	537210	Laboratory Servi	
y Planning Centers		551230	Medical Services	s to Indigents (from agencies other than DHS)
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cal and Diagnostic Laboratories		00.200	Caron Hould Oo	
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PLOYEE COMPENSATION		515600	Telephone Call (Centers
of Lawyers		515610	Business Service	
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s of Notaries			Credit Bureaus	265
Legal Services		515630		Cummant Camilana
unting, Tax Preparation, Bookkeeping & Page 1	ayroll Services	515640		Support Services
ents for Contract Mentor Services		515650		Security Services
ectural Services		515660	Educational Serv	
scape Architectural Services		515940	Individual & Fam	nily Services
eering Services		515950	Community Food	d, Housing & Emergency & Other Relief Services
ng Services		515960		abilitation Services
ng Inspection Services		515970	Child Day Care	
hysical Surveying & Mapping Services		515980		ent and Recreation
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eying and Mapping (except geophysical) S	ervices			
ng Laboratories		517110		e – Employee Transfer
or Design Services		531150	Printing and Bind	aing Contract
trial Design Services		531160	Advertising	
nic Design Services		531170	Informational Se	
Specialized Design Services		531190	Exhibitions, Show	ws and Special Events
om Computer Programming Services		531220	Burial Charges	
outer Systems Design Services		531330	Jury and Witness	s Fees
outer Facilities Management Services		531500	Moving Expense	
Computer Related Services		533100		Repair – Other Items
nistrative Management & General Manage	ement	533110		Repair of Buildings & Grounds (outside vendors)
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ulting Services	tina Comitee :	533130		Repair – Equipment (outside vendors) Repair of Telephone Equipment (outside vendors
an Resources & Executive Search Consult	ung Services			
eting Consulting Services	w o :	533140		Repair of Data Processing Equipment (outside
ess, Physical Distribution, & Logistics Con-	sulting Services	E001=-	vendors)	
Management Consulting Services		533150		Repair of Data Processing Software (outside
onmental Consulting Services			vendors)	
Scientific & Technical Consulting Service	es	533190	Maintenance & I	Repair – Employee Uniforms
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ices		545210		n in Progress) – Land Improvements
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•	o a mumanilles	546220		nce and Repair of Equipment
rtising and Related Services		547110		dge Construction Expense – Contractual
eting Research & Public Opinion Polling				
ographic Services		547120		d Repairs to Highways and Bridges
lation & Interpretation Services		547210		ice and Renovation – Bridges
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gement of Companies & Enterprises		552120		s ("Incentive" payments)
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Request for Quote	Request for Proposal	Request for Bid

Request Quote ID.	Date	Buyer	P	age
3400001623	02/05/2019	Ruby Sherwan		1
Payment Terms	DateTime Qu	ote Open Closing		
0 David	04/25/2010	11 · 00 7M 05 /10 /2010	02.00 VM	

Requisition Number Reference:

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PALLET WRAPPING MACHINE

Dispatch via Print

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

Supplier: NAME

Address: Address:

23152900 /

OKLAHOMA STATE DEPT OF HEALTH Ship To: **OFF-SITE WAREHOUSE**

7725 W RENO

OKLAHOMA CITY OK 73127-9738

OKLAHOMA STATE DEPT OF HEALTH Bill To:

ACCOUNTS PAYABLE 1000 NE 10TH ST

City:_ ST: ZIP: OKLAHOMA CITY OK 731171299 Supplier Responses Line Cat CD / Item # - Descr Qty. **UOM Unit Cost** Ext. Cost

Phoenix PRTL-2150 Semi-Automatic Rotary Arm with Optional Automatic End of Cycle Film Cut-off OR EQUIVALENT

Specifications:

Production Rate capable of up to 40 loads per hour Weight Capacity; Unlimited (floor supported load) Std. Maximum Load Size: 56" x 56" (80" load diagonal) Std. Maximum Wrap Height 80" Variable Arm Speed 14 RPM max Std. Powered Pre-Stretch 245%

Electrical Requirements:

120vac, 1 phase, 60 Hz, 15 amps dedicated line

Semi Automatic Rotary Arm Controls:

Independent Variable speed up/down carriage control

Separate 1 to 9 top and bottom wrap selectors.

Multiple Wrap Patterns including Wrap Up/Down, Wrap up only and Top Cover Pause

Pallet Wrapping

machine

Variable Arm Rotation Speed Selectable Overwrap Height

Allen Bradley Variable Frequency Drives, with Baldor Reliance Motors OR equivalent drives and motors Obstruction Safety Photo-eye System

Powered Pre-stretch Film Carriage - 20" Film carriage features: Automatic power safety shut-off Lexan safety cover shields Proximity sensor Integrated auto-height pallet detection No Film Threading During Film Change

Self Adjusting Tensioned Pinch Roller System For Maximum Prestretch

Ring Bearing Arm Support System

Unlimited System Warranty Semi-Automatic machines YEAR(S) INCLUDED WITH MACHINE

Product meets specification Yes If no, please explain No

> 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.

SOLICITATION REQUEST



Request for Quote	Request for Proposa
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Request for Bid

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Dispatch via Print

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3400001623 02/05/2019 Ruby Sherwan **Payment Terms** DateTime Quote Open Closing 0 Days 04/25/2019 11:00 AM 05/10/2019 03:00 AM Department of Health PALLET WRAPPING MACHINE Requisition Number Reference:

Bill To:

Request Quote ID.

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

Supplier: NAME

Address: Address:

City:_

FREIGHT COST_

OKLAHOMA STATE DEPT OF HEALTH Ship To: **OFF-SITE WAREHOUSE** 7725 W RENO

Date

OKLAHOMA CITY OK 73127-9738

OKLAHOMA STATE DEPT OF HEALTH

ACCOUNTS PAYABLE 1000 NF 10TH ST

OKLAHOMA CITY OK 731171299

Supplier Responses Line Cat CD / Item # - Descr Qty. UOM **Unit Cost** Ext. Cost 78121603 / **FREIGHT** EΑ

Ship Via: COMMON

INSTALLATION COST \$ LEAD TIME
Fuel surcharges are to be billed as a separate line item on invoices
Prepay freight and add to invoice as a separate item.

ZIP:

ST:

NOTICE FOR DELIVERY COMPANY:

Freight Terms: FOB DEST

There is a maximum 92" pallet height limit on all orders for delivery to the Off- Site Warehouse located at 7725 W. Reno, Oklahoma City, OK 73127

Contact Fred Leighty for delivery schedule. Phone number 405-271-9444 ext. 56523

Lead Time:				
Supplier Rei	narks:			

COMMENTS:

Vendor acknowledges, by receipt of this instrument, document or communication, that any agreement Entered into or executed by the parties is subject to the provisions of the Oklahoma Central Purchasing Act, 74 O.S. §§ 85.1, ET SEQ.

This solicitation, along with resultant Purchase Order, constitutes the entire agreement. No additional agreements will be signed. Purchase order number must appear on all invoices. If vendor fails to provide purchase order number, it may result in the delayed payment of the invoice.

Bid must be completed as requested. Bidder information such as FEI #, Company Name, and Address needs to be completed on the first page of the bid sheet. Failure to supply this information and to complete bid as requested may result in bid being deemed as non-responsive.

The brand name herein mentioned is for comparable quality and identification purposes only. Alternate bids will only be considered when brochure/specifications are included with bid for evaluation. Bids will only be considered when brochure/specifications are included with bid for evaluation. THIS BID WILL BE AWARDED LOWEST AND BEST.

Product meets specification Yes If no, please explain:

NOTE: Submit 1 original & 1 copy of bid proposal.

Vendors must indicate brand, brand number, manufacturers number, and packaging in the space provided. If bidding as specified, state on bid.

Brand name:

Brand No:

Remarks:

Alternate bids will only be considered when brochure/specifications are included with bid for evaluation. Bids will only be considered when brochure/specifications are included with bid for evaluation.

This is NOT AN ORDER

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

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Buyer

02/05/2019 Ruby Sherwan

DateTime Quote Open

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Supplier: 0000073265

HOLLY SALES & SERVICE INC

1000 NE 10TH ST OKLAHOMA CITY OK 731171299

P.O. BOX 702127

Requisition Number Reference:

Request Quote ID.

3400001623

0 Days

Payment Terms

04/25/2019 11:00 AM 05/10/2019 03:00 AM PALLET WRAPPING MACHINE

Closing

OKLAHOMA STATE DEPT OF HEALTH Ship To:

Date

OFF-SITE WAREHOUSE

7725 W RENO

OKLAHOMA CITY OK 73127-9738

OKLAHOMA STATE DEPT OF HEALTH Bill To:

ACCOUNTS PAYABLE

1000 NE 10TH ST OKLAHOMA CITY OK 731171299

TULSA OK 74170 Supplier Responses Line Cat CD / Item # - Descr Qty. **UOM Unit Cost** Ext. Cost Pallet Wrapping 23152900 / EΑ machine

Phoenix PRTL-2150 Semi-Automatic Rotary Arm with Optional Automatic End of Cycle Film Cut-off OR EQUIVALENT

Specifications:

Production Rate capable of up to 40 loads per hour Weight Capacity; Unlimited (floor supported load) Std. Maximum Load Size: 56" x 56" (80" load diagonal) Std. Maximum Wrap Height 80" Variable Arm Speed 14 RPM max Std. Powered Pre-Stretch 245%

Electrical Requirements:

120vac, 1 phase, 60 Hz, 15 amps dedicated line

Semi Automatic Rotary Arm Controls:

Independent Variable speed up/down carriage control

Separate 1 to 9 top and bottom wrap selectors.

Multiple Wrap Patterns including Wrap Up/Down, Wrap up only and Top Cover Pause

Variable Arm Rotation Speed Selectable Overwrap Height

Allen Bradley Variable Frequency Drives, with Baldor Reliance Motors OR equivalent drives and motors Obstruction Safety Photo-eye System

Powered Pre-stretch Film Carriage - 20" Film carriage features: Automatic power safety shut-off Lexan safety cover shields Proximity sensor Integrated auto-height pallet detection No Film Threading During Film Change

Self Adjusting Tensioned Pinch Roller System For Maximum Prestretch

Ring Bearing Arm Support System

Unlimited System Warranty Semi-Automatic machines YEAR(S) INCLUDED WITH MACHINE

Product meets specification Yes No If no, please explain

> 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.

SOLICITATION REQUEST

Request for Quote Request for Proposal

Request for Bid

Dispatch via Print

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	Request Quote ID.	Date Buyer	r	Page
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1907	Payment Terms	DateTime Quote Op	en Closing	
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epartment of Health	Requisition Number	er Reference:	PALLET WRAPPING	G MACHINE

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

> Supplier: 0000073265 HOLLY SALES & SERVICE INC P.O. BOX 702127 TULSA OK 74170

Ship To: OKLAHOMA STATE DEPT OF HEALTH OFF-SITE WAREHOUSE

7725 W RENO

OKLAHOMA CITY OK 73127-9738

Bill To: OKLAHOMA STATE DEPT OF HEALTH

ACCOUNTS PAYABLE 1000 NE 10TH ST

OKLAHOMA CITY OK 731171299

Complian Decompose

			Supplier Responses		
Line Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost	
2 78121603 / FREI	GHT 1	EA			
INSTALLATION COST \$	_				
Fuel surcharges are to be billed as a	a separate line item on invoices.				
Prepay freight and add to invoice as	a separate item.				
FREIGHT COST					
NOTICE FOR DELIVERY COMPAN There is a maximum 92" pallet heigl Reno, Oklahoma City, OK 73127 Contact Fred Leighty for delivery sci	nt limit on all orders for delivery to		se located at 7725 W.		
Freight Terms: FOB	DEST Ship Via:	COMMON			
Lead Time:					
Supplier Remarks:					

COMMENTS:

Vendor acknowledges, by receipt of this instrument, document or communication, that any agreement Entered into or executed by the parties is subject to the provisions of the Oklahoma Central Purchasing Act, 74 O.S. §§ 85.1, ET SEQ.

This solicitation, along with resultant Purchase Order, constitutes the entire agreement. No additional agreements will be signed. Purchase order number must appear on all invoices. If vendor fails to provide purchase order number, it may result in the delayed payment of the invoice.

Bid must be completed as requested. Bidder information such as FEI #, Company Name, and Address needs to be completed on the first page of the bid sheet. Failure to supply this information and to complete bid as requested may result in bid being deemed as non-responsive.

The brand name herein mentioned is for comparable quality and identification purposes only. Alternate bids will only be considered when brochure/specifications are included with bid for evaluation. Bids will only be considered when brochure/specifications are included with bid for evaluation. THIS BID WILL BE AWARDED LOWEST AND BEST.

Product meets specification Yes No If no, please explain:

NOTE: Submit 1 original & 1 copy of bid proposal.

Vendors must indicate brand, brand number, manufacturers number, and packaging in the space provided. If bidding as specified, state on bid.

Brand name:

Brand No:

Remarks:

Alternate bids will only be considered when brochure/specifications are included with bid for evaluation. Bids will only be considered when brochure/specifications are included with bid for evaluation.

This is NOT AN ORDER

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