

State of Oklahoma **Oklahoma Department** Of Wildlife Conservation

Solicitation Cover Page

Solicitat Brief De	-	459C of Requirement:		2. Solicitation Is	sue Date:	10/12/2021	
	n Februar <u>ı</u>	ns for Oklahoma Depa y 14, 2022 through Ma fications.		servation workers a	at the Paddl	efish Research	
	y and RI	e Date ¹ : <u>10/26/2</u> ETURN SEALEI very Address:		Time: _	3:00 PM	CST/CDT	
		•	Oklahoma City,				
Commo	on Carrie	r Delivery Address:	1801 N Lincoln Blvd. Oklahoma City, OK 73105				
Electro	nic Subn	nission Address:	cheryl.luetkeme		gov		
6. Solicitati	on Type ((type "X" at one below)):				
	\boxtimes	Invitation to Bid					
		Request for Proposal	I				
		Request for Quote					
7. Contracti	ing Office	er:					
	•	Cheryl Luetkemeyer					
	Phone:	405-521-2097					
	Email:	cheryl.luetkemeyer@	odwc.ok.gov Fax: 40	5-521-6898			

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 # #459C	
2.	Bidder General Information:	
	FEI / SSN :	Supplier ID:
	Company Name:	
3.	Bidder Contact Information:	
	Address:	
		State: Zip Code:
	Contact Title:	
	Phone #:	
	Email:	
	☐ YES – Permit #: ☐ NO – Exempt pursuant to Oklahoma Laws or	Rules – Attach an explanation of exemption
5.	Registration with the Oklahoma Secretary of	State:
	YES - Filing Number:	
	☐ NO - Prior to the contract award, the successf	ul bidder will be required to register with the Secretary of provides specific details supporting the exemption the
6.	Workers' Compensation Insurance Coverage	:
	Bidder is required to provide with the bid a certific Oklahoma Workers' Compensation Act.	cate of insurance showing proof of compliance with the
	☐ YES – Include with the bid a certificate of insu	rance.
		on Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a letterhead stating the reason for the exempt status. ⁴

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see https://www.ok.gov/tax/Businesses/index.html

⁴ For frequently asked questions concerning workers' compensation insurance, see https://www.ok.gov/wcc/Insurance/index.html

response 1) certification of service-disabled vete and 2) verification of not less than 51% ownershi	as defined in 74 O.S. §85.44E. Include with the bid ran status as verified by the appropriate federal agency, ip by one or more service-disabled veterans, and 3) didaily business operations by one or more service-
□ NO – Do not meet the criteria as a service-disab □ NO – Do not meet the criteria as a service-disab □ NO – Do not meet the criteria as a service-disab □ NO – Do not meet the criteria as a service-disab □ NO – Do not meet the criteria as a service-disab □ NO – Do not meet the criteria as a service-disab □ NO – Do not meet the criteria as a service-disab □ NO – Do not meet the criteria as a service-disab □ NO – Do not meet the criteria as a service-disab □ NO – Do not meet the criteria as a service-disab □ NO – Do not meet the criteria as a service-disab □ NO – Do not meet the criteria as a service-disab □ NO – Do not meet the criteria as a service-disab	led 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 Name:	Oklahoma Depa	rtment of Wildlife Conservation	Agency Number:	320	
Solicitation or P	urchase Order #:	#459C			
Supplier Legal N	Name:				
1. I am th certifyir employ conside 2. I am fu have be 3. Neither direction or coany money or SECTION II [74]	s of competitive bid he duly authorized and the facts pertain rees, as well as face eration in the letting illy aware of the face een personally and refrain from bide. The bidder nor and a. to any collusion refrain from bide. The contract to any other tectors of the acquisition in acquisition in acquisition in acquisition in acquisition the contract on the thing of value.	agent of the above named bidder aing to the existence of collusion at pertaining to the giving or offer of any contract pursuant to said the said circumstances surrounding directly involved in the proceeding on among bidders in restraint of fredding, on with any state official or employerms of such prospective contractions between bidders and any standard in the letting of a contraction with any state agency or politic contradiction to Section 85.45j.1. whether competitively bid or not en or donated or agreed to pay, ge, either directly or indirectly, in present the said contractly, in present the said contractly or indirectly, in present the said contract of the said contractly or indirectly, in present the said contractly or indirectly.	among bidders and betwee ring of things of value to go bid; and the making of the bid to ings leading to the submistion or control has been a reedom of competition by type as to quantity, quality t, nor the calculation of this title. It, neither the contractor not give or donate to any official concerning this contract here.	en bidders and state officials overnment personnel in return which this statement is attaction of such bid; and party: agreement to bid at a fixed proor price in the prospective cochange of money or other thin imployee as to create a sole-ser anyone subject to the contraction.	or n for special hed and ice or to ntract, or as g of value ource actor's f Oklahoma
development of		ervices, the supplier also certifies employed by the State of Oklaho			
The undersigned executed for the		agent for the above named suppl	lier, by signing below ackr	owledges this certification sta	itement is
☐ the cor	mpetitive bid attacl	ned herewith and contract, if awa	rded to said supplier;		
	ntract attached her oma statutes.	ewith, which was not competitive	ely bid and awarded by the	agency pursuant to applicat	ole
	Supplier Authorize	d Signature	Ce	ertified This Date	
	Printed Na	me		Title	
	Phone Nun	iber		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	e Oklahoma Department of Wildlife	located at	1801 N Lincoln Blvd.
Oklahoma City, OK 73105	at the time and date specified in the solicitation	as the Resp	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.

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B. SPECIAL PROVISIONS

B.1. PROJECT SCOPE

B.1.1. The Oklahoma Department of Wildlife Conservation (ODWC) is seeking bids for hotel accommodations of ODWC workers at the Paddlefish Research Center from February 14, 2021 through May 5, 2021.

B.2. CONTRACT TERM, RENEWAL AND EXTENSION OPTION

- **B.2.1.** The contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the state as if he/she were the Contractor until so notified in writing of the approval of the Contract.
- **B.2.2.** All contracts with the State of Oklahoma are governed by the laws of Oklahoma. Venue for any action or claim shall be Oklahoma County, Oklahoma.
- **B.2.3.** Payments for goods and services by a state agency shall be made only after products have been provided or services rendered.
- **B.2.4.** Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause.
- **B.2.5.** This contract is for an indefinite quantity and the State may, or many not; buy the quantity mentioned in this contract.

C. SOLICITATION SPECIFICATIONS

C.1. MANDATORY CONTRACT REQUIREMENTS:

C.1.1. Hotel will provide the following:

- A bi-weekly invoice that include: (1) the names of all the employees, (2) dates of stay, and (3) the room rate
- If double occupancy, both names will be listed. The invoice will include the total number of nights and rooms for all the employees for the week beginning Sunday through Saturday
- The invoice shall be emailed to brandon. brown@odwc.ok.gov
- Rooms shall be registered under the name of the employee
- The hotel will only accept reservations made by Jason Schooley or Brandon Brown for billing under this purchase order.
- No taxes will be charged
- Rate will remain the same for single or double occupancy
- Hotel will provide a <u>hot</u> breakfast for the Oklahoma Department of Wildlife employees during the PRC season of March 1, 2022 through April 30, 2022, which will include items such as omelets, bacon, eggs, cold cereal, toast, bagels, etc.

D. EVALUATION

D.1. EVALUATION REQUIREMENTS

- **D.1.1.** All responses to this solicitation will be reviewed to determine the award based on lowest and best evaluation method.
- **D.1.2.** The State intends to award a contract (s) pursuant to this solicitation to the responsive and responsible bid (s), whose bid, conforming to the solicitation offers lowest and best.

E. INSTRUCTIONS TO SUPPLIER

E.1. INTRODUCTION

Prospective contractors are urged to read this solicitation carefully. Failure to do so will be at the contractor'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 resulting contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The contractor is cautioned that the requirements of this solicitation can be altered only by written amendment and that verbal communications from whatever source are of not effect.

E.1.1. All questions about this ITB must be directed **IN WRITING by way of email** to the Contracting Officer:

Cheryl Luetkemeyer, CPO

Email: cheryl.luetkemeyer@odwc.ok.gov

All questions concerning this ITB must be submitted in writing by way of email to the Contracting Office no later than Wednesday,

October 20, 2021 at 3:00 pm CST. No questions other than written and no questions after deadline of questions submission will be accepted, reviewed, or answered. No response other than written will be binding upon the state.

E.2. DISCLOSURE

E.2.1. The State of Oklahoma is not liable for any costs incurred by Contractor in the preparation or submission of bid. All bids submitted become the property of the State of Oklahoma and shall not be returned.

F. CHECKLIST

- F.1.1. OMES Form CP 076 Responding Bidder Information
- F.1.2. OMES Form CP 004 Certification for Competitive Bid and/or (Non-Collusion Certification)
- F.1.3. Proof of Liability and Worker's Compensation Insurance
- F.1.4. Vendor Payee Form

G. OTHER

G.1. MANDATORY VENDOR REGISTRATION FOR CONTRACT AWARD

G.1.1. Vendors will not be required to register to submit a response to a solicitation but if a vendor is the highest scoring candidate and desires to conduct business with the state, they will be required to register with the Department of Central Services prior to being awarded a contract. By registering with the State, suppliers will be automatically notified of bidding opportunities for the commodities for which they register. Vendors may register by visiting the Online Vendor Registration page at https://www.ok.gov/dcs/vendors/index.php.

H. PRICE AND COST

Hotel Accommodations

Price shall include cost per night for ODWC employees from February 14, 2022 through May 5, 2022 Room rate will be guaranteed and not subject to change.

Room Rate: \$	/per room, per night
Total Bid Price: \$	



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:

Agency Name

☐ Add New Vendor

Phone #

- ➤ Garnishment Payees: Use OMES Form GarnVendor
- State Employees: Use <u>OMES Employee Vendor Request Form</u>

Agency Request To - Please select all applicable request types

Fax #

☐ Update Existing Vendor

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

Email

Contact Name

PeopleSoft 10-digit Vendor ID

☐ Add New Address ☐ Ch		☐ Change	Address/Lo	ocation Peop	n PeopleSoft Address #				PeopleSoft Loca	ation #		
☐ Change \	/endor Tax ID	☐ Change	Vendor Nar	me □ Ac	☐ Add Alternate Payee		Payee N	Name		PeopleSoft Loc	ation #	
□ Other	Explain											
Vendor 10 Reportab Status	le listed o	n page 3 of this fo	rm. If the v	check the Add box yendor is incorrectly be type of transaction	/ showir	ng as	1099 R	eportable	, check the	e Remove box. Th	ed by Account Co e PeopleSoft sys	odes stem
	□ 1 - R	ents			2 - Roy	/alties	3			☐ 3 – Other Incom	е	
☐ Add:		ledical & Health C		7 - Nor	n-Emp	oloyee	Compensa	ation [☐ 10 - Crop Insura	nce Proceeds		
☐ Remove:	□ 14 -	Gross Proceeds t	o an Attorno	ey								
			VENDOR/	PAYEE SECTION (T	o be co	mple	ted by	vendor/p	ayee)			
-				t be completed an	_	-				•	-	icy.
				rmation for the paye he business, individ							ormation should	
Name							Conta	ct Name				
Payee Lega	I Name for Bus	iness, Individual d	or Governm	nent Entity as filed v	with IRS	3	Conta	ct Title				
DBA Name	Phone #											
Doing Busin	ess As "DBA",	or Disregarded E	ntity Name	if different than Leg	gal Nam	ne	Fax #					
Tax Identifi	cation Numbe	r (TIN) and Type	:				□ Fe	deral Emp	oloyer ID (I	FEIN) □Social Se	ecurity Number (SSN)
Business A	ddress Plea	se provide primai	y address a	as reflected on paye	ee's anr	nual L	J.S. Inte	ernal Reve	enue Servi	ce tax documentat	ion	
Address								City				
State			Zip+4		Remittance Email							
Optional Ad	ldresses – Ple	ase select addres	ss type as a	applicable								
Type:	☐ Remitting	☐ Ordering	☐ Pricing	☐ Returning	□ Ма	iling	o O	ther:				
Address								City				
State			Zip+4			Rem	ittance	e Email				
				ation for the Authorsent providing inst								
Name			Title					Email				
			1	<u> </u>			[

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.
U.S. Taxpayer Identification Number (TIN) Please provide tax identification number applicable for payee IRS tax reporting
Federal Employer Identification Number (FEIN) If none, but applied for, date applied
U.S. Social Security Number (SSN) If none, but applied for, date applied
Entity Filing Classification:
□ Domestic (U.S.) Sole Proprietor or Individual □ Domestic (U.S.) Partnership □ Domestic (U.S.) Corporation Type:
☐ Limited Liability Company Type:
LLC Disregarded Entity: 🗆 YES 🗀 NO Must be verified by LLC's tax division. If applicable, parent name/tax id is required.
□ Domestic (U.S.) Other Explain:
□ Foreign (Non-U.S.) Sole Proprietor or Individual* □ Foreign (Non-U.S.) Partnership* □ Foreign (Non-U.S.) Type:
☐ Foreign (Non-U.S.) Other* Explain:
FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.
Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (http://www.irs.gov/pub/irs-pdf/iw8.pdf).
 Form W-8BEN: Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). http://www.irs.gov/pub/irs-pdf/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.
Circustums of Vander Department of the Departmen
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)

532120 R 532130 R 532140 R 532150 R 532160 R	•		of Motor Ve of Motor \		552120 Incentive Awards – Monetary & Material
532130 R 532140 R 532150 R 532160 R	Rent of Other Building Space	532142 Lease	e of Motor \	/enicles	Material
532140 R 532150 R 532160 R					
532150 R 532160 R E					552160 Incentive Payments – Oklahoma Hors
532160 R E					Breeders & Owners
E		□ 2 – ROYALT			552170 Incentive Payments – Oklahoma Film
		553170 Royal	ties		Enhancement Rebate
532170 R	Equipment				553165 Current/Former Employee Reportable
	Rent of Electronic Data Processing Software				Court Ordered or Legal Settlements
532190 O	Other Rents				553220 Other IRS Reportable Income
 □ 6 - MEDI	ICAL & HEALTH CARE PAYMENTS		515830	Home Health Ca	are Services
	Veterinary Services		515840	Ambulance Serv	
515700 C	Offices of Physicians (except Mental Health Spec	cialists)	515850		atory Health Care Services
515710 C	Offices of Physicians, Mental Health Specialists		515860		I & Surgical Hospitals
	Offices of Dentists		515870		ibstance Abuse Hospitals
	Offices of Chiropractors		515880		als (except Psychiatric & Substance Abuse)
	Offices of Optometrists		515890	Nursing Care Fa	
515750 C	Offices of Mental Health Practitioners (except Ph	rysicians)	515900		rices for People with Developmental Disabilities
	Offices of Physical, Occupational & Speech Ther	rapists, &	515910		tal Health & Substance Abuse Facilities
	Audiologists		515920	•	e Facilities for the Elderly
	Offices of Podiatrists		515930	Other Residentia	
	Offices of all other Miscellaneous Health Practition	oners	537210	Laboratory Servi	
	Family Planning Centers		551230		s to Indigents (from agencies other than DHS)
	Outpatient Mental Health & Substance Abuse Ce	enters	551240		es to Indigents (from agencies other than DHS)
	Other Outpatient Care Centers		551250	Other Health Sei	rvices to Indigents (from agencies other than DHS)
515820 N	Medical and Diagnostic Laboratories				
	N-EMPLOYEE COMPENSATION		515600	Telephone Call	Centers
	Office of Lawyers		515610	Business Service	
	Offices of Notaries		515620	Collection Agend	cies
	Other Legal Services		515630	Credit Bureaus	
	Accounting, Tax Preparation, Bookkeeping & Pay	vroll Services	515640	Other Business	Support Services
	Payments for Contract Mentor Services	,	515650	Investigation & S	Security Services
	Architectural Services		515660	Educational Ser	
	andscape Architectural Services		515940	Individual & Fam	nily Services
	Engineering Services		515950		d, Housing & Emergency & Other Relief Services
	Drafting Services		515960	•	abilitation Services
	Building Inspection Services		515970	Child Day Care	Services
	Geophysical Surveying & Mapping Services		515980	Arts, Entertainm	ent and Recreation
	Surveying and Mapping (except geophysical) Se	rvices	515990	Other Services (except Public Administration)
	Testing Laboratories		517110	Moving Expense	e – Employee Transfer
515300 In	nterior Design Services		531150	Printing and Bind	ding Contract
	ndustrial Design Services		531160	Advertising	
515320 G	Graphic Design Services		531170	Informational Se	rvices
	Other Specialized Design Services		531190	Exhibitions, Show	ws and Special Events
515350 C	Custom Computer Programming Services		531220	Burial Charges	
515360 C	Computer Systems Design Services		531330	Jury and Witness	
	Computer Facilities Management Services		531500	Moving Expense	
515380 C	Other Computer Related Services		533100		Repair – Other Items
	Administrative Management & General Managen	ment	533110		Repair of Buildings & Grounds (outside vendors)
C	Consulting Services		533120		Repair – Equipment (outside vendors)
	Human Resources & Executive Search Consultir	ng Services	533130		Repair of Telephone Equipment (outside vendors)
515420 M	Marketing Consulting Services		533140		Repair of Data Processing Equipment (outside
515430 P	Process, Physical Distribution, & Logistics Consu	ulting Services		vendors)	
	Other Management Consulting Services		533150		Repair of Data Processing Software (outside
	Environmental Consulting Services			vendors)	
	Other Scientific & Technical Consulting Services		533190		Repair – Employee Uniforms
	Research & Development in the Physical, Engine		545110	Purchase of Lan	
S	Sciences		545210		n in Progress) – Land Improvements
	Research & Development in the Social Sciences	& Humanities	546210	•	her Structures – Construction and Renovation
	Advertising and Related Services		546220		nce and Repair of Equipment
	Marketing Research & Public Opinion Polling		547110		dge Construction Expense – Contractual
	Photographic Services		547120		d Repairs to Highways and Bridges
	ranslation & Interpretation Services		547210		ice and Renovation – Bridges
	All other Professional, Scientific and Technical S	ervices	552100	Stipends - Othe	
	Management of Companies & Enterprises		552120		s ("Incentive" payments)
	Office Administrative Services		552130		e Corps Stipends
	Employment Placement Services		553160	Non-Employee F	Reportable Court Ordered or Legal Settlements
	Business Support Services		554190	Voter Registratio	
515590 D	Document Preparation Services		561140	Pollution Remed	diation
	OSS PROCEEDS TO AN ATTORNEY				