



1. Solicitation #: _____

2. Solicitation Issue Date: _____

3. Brief Description of Requirement:

4. Response Due Date¹: _____

Time: _____ CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address: _____

Common Carrier Delivery Address: _____

Electronic Submission Address: _____

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

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

7. Contracting Officer:

Name:

Phone:

Email:

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

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



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

1. RE: Solicitation# 464C

2. Bidder General Information:

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

3. Bidder Contact Information:

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

4. Bidder currently engaged in a boycott of goods or services from Israel.

- ☐ YES
☐ NO

5. Registration with the Oklahoma Secretary of State:

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

6. Workers' Compensation Insurance Coverage:

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

- ☐ YES – Include with the bid a certificate of insurance.
☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.¹

¹ For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

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

Authorized Signature

Date

Printed Name

Title



NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$25,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma Department of Wildlife Conservation Agency #: 320

Supplier Legal Name: _____ Solicitation or Purchase Order #: 464C

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, for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers 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 connection with the prospective acquisition;
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid; and
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party:
 - a. to any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting,
 - 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. to any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

B. I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of this state any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement relates.

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.

SECTION III [74 O.S. § 582]:

For the purpose of a contract for goods or services, the supplier also certifies is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

The undersigned, duly authorized agent for the above named bidder or supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

OR

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "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 acknowledgment(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgment(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 acknowledgment(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 Certified Procurement Officer at 1801 N. Lincoln Blvd., Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5 (5)] Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the Certified Procurement Officer 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 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 precedent
 - 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 procuring agency 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 and the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

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

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

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

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.



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 MUST first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

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

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

Agency Name				Contact Name			
Phone #		Fax #		Email			
Agency Request To – Please select all applicable request types							
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID _____					
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address # _____	PeopleSoft Location # _____				
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____				
<input type="checkbox"/> Other	Explain _____						
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add 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 Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:						
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 - Other Income				
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds				
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney						

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

Please print legibly or type 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				Contact Title		
DBA Name				Phone #		
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name				Fax #		
Tax Identification Number (TIN) and Type:			<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)			
Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service						
Address				City		
State		Zip+4		Remittance Email		
Optional Addresses – Please select address type as applicable						
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:
Address				City		
State		Zip+4		Remittance Email		
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.						
Name			Title		Email	

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

☐ Domestic (U.S.) Other Explain: _____

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

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

FOREIGN VENDOR INSTRUCTIONS:*** ADDITIONAL DOCUMENTATION IS REQUIRED.**

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

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>
- **Form W-8BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

Vendor/Payee (Must be the same as Payee Name from page 1)

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B. SPECIAL PROVISIONS

B.1. PROJECT SCOPE

- B.1.1.** The Oklahoma Department of Wildlife Conservation is seeking bids for the printing, postal label application, sorting, and delivery for mailing for Outdoor Oklahoma magazine.
- B.2.1.** Contract is awarded by the Oklahoma Department of Wildlife Conservation (ODWC) for the scheduled and on-time printing of the Oklahoma Department of Wildlife Conservation's (hereinafter referred to as "the department") bi-monthly, nonprofit, educational magazine, Outdoor Oklahoma. Magazines are distributed statewide and nationwide to paying subscribers. Complimentary subscriptions are provided to qualifying educational institutions and others. The magazine does not accept advertising.
- B.3.1.** The staff of the Department's Communication and Education division combines scientific and outdoor knowledge in producing Outdoor Oklahoma, which has been published since 1945 and has won national and state honors in the areas of journalism, color photography and editorial quality.
- B.4.1.** Objective of this contract is to produce a high-quality magazine, and to deliver the magazine to the postal service, for the lowest possible price.

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.
- B.2.6.** The initial contract is for one year. The Department has the option to review the contract annually based on performance, renew the contract at the same terms and conditions for three successive on-year periods (four years total).
- B.2.7.** The Wildlife Department and/or vendor may cancel the contract at any time for convenience with 30 days written notice.

C. SOLICITATION SPECIFICATIONS

C.1. SCOPE OF CONTRACT

Printing of Outdoor Oklahoma Magazine to Include:

- C.1.1.** contractor' receipt of completed design files from design firm.
- C.1.2.** Providing the Department with proofs, wither digital or physical upon request, in advance of production deadlines.
- C.1.3.** Providing the Department with match-print proofs.
- C.1.4.** Receipt of page layouts in postscript files on disk and/or electronically if requested.
- C.1.5.** Output digital layout to digital plating device using computer-to-plate technology.
- C.1.6.** Providing all paper used in printing.
- C.1.7.** Press work.
- C.1.8.** UV coating or other over laminating as requested.
- C.1.9.** Folding
- C.1.10.** Stitching

C.1.11. Trimming

C.1.12. Preparation and delivery for mailing – To include sorting, bagging if requested, tagging/labeling and delivery to post office with all necessary paperwork. Names, addresses, and occasional messages to be applied for the main run by jet imaging using a standard record layout. Attachments provided by the fulfillment bureau (currently CDS Global). Printer must provide an option to handle supplemental labels on a bi-weekly basis and an option to handle the postage sorting at the lowest possible rate for the above main run and/or supplemental overrun copies or pullout sections.

C.2. Additional Requirements and Information:

C.2.1. Production must be computer-to-plate

C.2.2. Average press runs will be 10,000 per issue but could vary marginally based on agency need. In addition to the base production of magazine (52-page issues six times each year), the Department may require printing of a single-issue overrun (approximately one time per year) on a run-at-the-same-time basis. Please provide a per-thousand rate to accommodate increases in quantity of single issue, which is not expected to exceed 10,000 copies. Also, there may be occasional 16-page overruns that consist of 4-to-16-page press form printed to quantity ordered, stitched separately from the magazine and carton-packed. Please provide price for 1,000 copies and an additional per-thousand rate.

C.2.3. Press runs shall be approved by either a Department representative or a customer service representative from the printing company.

C.2.4. Contractor shall adhere to production and shipping schedules as set by mutual agreement of both parties. Contractor shall make every effort to deliver every issue of magazine to post office within five (5) days before or after the 1st of the month of the magazine's cover date and shall inform magazine staff the due date for materials to meet the mailing goal.

C.2.5. The Department's art director will provide magazine digital files to contractor's FTP site.

C.2.6. Due to high quality of the publication, editors must be permitted to work directly with the craftsmen (customer service representative, desktop publishers, color technician, pressmen, etc.) who produce the magazine.

C.2.7. Editors must be permitted to reject any phase of production if the quality is unsatisfactory based on editor(s) assessment. In such an event, work will be redone at the contractor's expense. A Department supplied magazine will be used as criteria for quality control when necessary.

C.2.8. Editors must be permitted to approve color and proofs before completion of jobs.

C.3. PROOFS

C.3.1. The contractor is required to provide a composite color proof (or equivalent proofing documents) digital or physical as requested, for the Department's final approval.

C.3.2. Contractor must provide the following proofs during the production process:

C.3.2.1. Corrected match-print proofs until approved by the Department

C.3.2.2. Press sheets of combined four-color work during the press run until approved by the Department, only upon request

C.3.3. Contractor must be able to provide the Department with match print proofs of each issue within seven (7) days after delivery of the build files and must accept "last minute" revised pages from the art director even after receiving initial submission of build files from art director.

C.4. Paper Stock

C.4.1. Recycled paper (at least 10 percent post-consumer products or current standard) is required.

C.4.2. Cover stock to be Sterling cover 80-pound web or equivalent; selection to closely match precious issues.

C.4.3. Inside stock to be 50-pound text or equivalent; selection to closely match previous issues.

C.5. Binding

- C.5.1.** Each magazine to be saddle-stitched, three-wire, trimmed flush on three sides to final dimensions after stitching.
- C.5.2.** Cover to be scored before being folded.
- C.5.3.** Inline inkjet technology available on saddle-stitching equipment.

C.6. Crossover

- C.6.1.** Must be precisely aligned within 1/32 of an inch both vertically and horizontally (average of 12 per issue).

C.7. Freight

- C.7.1.** The cost of shipping specified number of completed magazines (average of 250) to Department headquarters as well as 5 copies to the Oklahoma Department of Libraries, up to 400 copies to specified field offices, plus 25 "first off" copies shipped via OVERNIGHT delivery to the Department, shall be included in the base bid.

C.8. Mailing

- C.8.1.** Labeled, sorted, and bagged magazines (according to USPS current standards) shall be delivered to post office within 48 hours of completion of final press runs.
- C.8.2.** The Department will furnish contractor with a complete print order, list of addresses for ink jet application to the magazine and distribution list detailing quantity, name, address, and method of shipment desire for each destination.
- C.8.3.** Contractor shall use the standard record layout for addressing and shall provide the postage sortation at the lowest possible rate.

C.9. Packing

- C.9.1.** Magazines not mailed shall be packed in boxes of at least 200-pound test, with each box weighing not more than 30 pounds and clearly marked with contents and quantity and shipped to the Department as specified on print order.

C.10. Change in Subcontractor

- C.10.1.** If at any time during the duration of this contract the contractor changes subcontractors, the Department shall be notified and given the opportunity to approve or reject the new subcontractor.
- C.10.2.** The contractor shall provide the following information concerning the new subcontractor; a brief history of the subcontractor's company, including the year organized, ownership, affiliated companies and relationship, number of employees, and samples of their products.

C.11. Trim Size, Pages, Cover Coating, Color

- C.11.1.** Trim Size – 8 1/8" x 10 7/8"
- C.11.2.** Each issue consists of 48 pages plus covers
- C.11.3.** Outside covers shall be laminated with plastic coating (ultraviolet set) after printing
- C.11.4.** Coating quality must meet Tabor test of at least 50 cycles
- C.11.5.** Coloration should closely match original build files supplied by the Department through the contracted art designer and contractor shall be willing to provide initial match print proofs plus additional match print proofs if color corrections are required.
- C.11.6.** Printing Press – A four-color web press or sheet-fed press if required
- C.11.7.** Printer must be capable of printing issue at 200 fine linescreen and include closed loop color technology automatic ribbon controls on print presses.
- C.11.8.** Lead pressmen should be certified with the Graphic Arts Technical Foundation

C.11.9. Contractor must have a working knowledge of design software used by other contractors to create magazine.

C.12. ADVERTISING OPTIONS

C.12.1. The Department requests details about any advertising options the vendor may provide to reduce the cost of magazine production for the Department. Vendors without advertising options should specify that this option is not offered in their proposal.

C.12.2. Traditional advertising on the front or back outside covers will not be permitted; however, the Department may be open to negotiation for product placement within cover images. Ads will be permitted on inside front and back covers.

C.12.3. Advertising offsets should be reflected in proposals and must meet the following requirements:

C.12.3.1. Contractor or subcontractor may sell display advertising, determine ad rates, and collect and account for advertising revenue to offset costs associated with the production of the magazine and, therefore, offer a more attractive contract to the Department.

C.12.3.2. The contractor or subcontractor will design advertising content. All display ads must have approval for content and placement from the Department before printing. Ads for alcohol, tobacco or political candidates will not be allowed.

C.12.3.3. The Department reserves the right to reject ads that promote illegal or unethical behavior, ads that do not positively portray outdoor recreation, and ads that contradict the Department's wildlife management objectives. The Department's Communications and Education Division chief will have final authority to approve or reject any or all ads.

C.12.3.4. All advertising and/or marketing expenses will be borne by the contractor or subcontractor, including but not limited to, production of media packets, sales expenses, postage, telephone, fax services, advertisement, production, and labor.

C.12.3.5. Along with the contractor's invoice for magazine printing/production/mailing, contractor must supply a final gross ad sales report to the Department upon request. The Department may require the contractor to provide additional records, including actual production costs, marketing costs, etc. All financial records, including ad sales reports, will not be made available to any third party without written permission from both the Department and the contractor.

D. EVALUATION

D.1. EVALUATION REQUIREMENTS

While cost is a prime consideration, the Wildlife Department is looking for a contractor committed to producing a high-quality magazine. Bids will be evaluated using the following criteria:

D.1.1. Quality (sample magazine examination)

D.1.1.1. Contractor must include with bid response package or mailed separately to the Department to arrive before bid submission deadline, at least one sample of a finished magazine produced by the vendor similar in specifications to the Contracting Officer; same or samples will be used during bid evaluation.

D.1.2. Price/Cost Estimates

D.1.3. Information about printing facility, equipment, software, and personnel

D.1.4. Qualifications based on previous experience and references

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 no effect.

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

Cheryl Luetkemeyer, CPO

Fax: (405) 521-6898

Email: cheryl.luetkemeyer@odwc.ok.gov

All questions concerning this ITB must be submitted in writing by way of email or fax to the Contracting Office no later than **Wednesday, June 22, 2022, 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.1.2. Contractor shall provide with bid a statement of qualifications addressing the following specific request and questions:

E.1.2.1. Name of firm, address, phone number, and contact person and information.

E.1.2.2. A brief history of company, including the year organized, ownership, affiliated companies and relationship, size, and number of employees.

E.1.2.3. Indicate any intentions to subcontract any of the work included in this document. The contractor shall be responsible for all subcontractor performance. The contractor shall be responsible for all subcontractor performance. Identify the subcontractor and include a brief history of the subcontractor's company including the year organized, ownership, affiliated companies and relationship, size, and number of employees.

E.1.2.4. Provide a list of clients for which contractor has provided similar services. List the approximate size of these clients, their contact persons, the nature, and date of the contract.

E.1.2.5. The Department shall provide copies of Outdoor Oklahoma magazine for prospective contractors can inspect the quality of the product they will be expected to produce (see G.3).

E.1.2.6. Provide a description of printing facility to be used for the printing of Outdoor Oklahoma including the equipment and software.

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, proofs, scans, or other materials created during the productions of the magazine and submitted become the property of the State of Oklahoma and shall not be returned.

E.2.2. All files submitted for printing will remain the property of the Department.

E.2.3. No invoices will be paid until after each issue has been produced.

E.3. Shipping

E.3.1. All contractor shipments of the completed magazines, production materials, etc. are FOB destination.

E.3.2. The contractor is responsible for arranging shipments and replacing any items not arriving in acceptable condition.

E.3.3. Contractor must give the Department

E.3.4. Contractor shall ship to the following Department field office:

1. ODWC Headquarters – P.O. Box 53465, Oklahoma City, Oklahoma, 73152 – 25 copies – via overnight shipment as soon as issue is printed
2. ODWC Jenks Office – P.O. Box 1201, Jenks, Oklahoma, 74037-9998 – 200 copies
3. ODWC Southeast Office – 6733 SW Hwy 1, Wilburton, Oklahoma 74578-7634 – 25 copies
4. ODWC Northwest Office – 3014 Lakeview Drive, Woodward, Oklahoma 73801 – 25 copies

5. ODWC Southwest Office – HC 32 Box 580, Lawton, Oklahoma 73501-9037 – 25 copies
6. ODWC Northeast Office – Rt. 1 Box 75-B, Porter, Oklahoma 74454-9801 – 25 copies
7. Oklahoma Department of Libraries – 5 copies
8. Current Art Director – 5 copies

****Addresses and numbers of copies may change or fluctuate within reason**

E.3.5. All remaining unmailed magazines shall be shipped to the Oklahoma Department of Wildlife Conservation Warehouse, 1801 N. Lincoln Blvd., Oklahoma City, Oklahoma, 73105.

E.3.6. Completed issue pages will be uploaded to contractor by art director upon completion of layout and design, and contractor shall complete the contracted work including, submitting proofs for approval and mail drop within 12 business days.

F. CHECKLIST

None

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

Provide estimated charges for printing, labeling, sorting, handling, and shipping of Outdoor Oklahoma Magazine and additional overruns.

Contract Year 1 – FY23 (July 2022 to June 2023)

A. BASE Production Price:

\$_____ per 52-page issue x 10,200 copies x 6 issues = Extended Price: \$_____

Additional per-thousand rate (full 52-page issue) = \$_____

B. OVERRUN 16-page (Run at Same Time, stitched separately):

\$_____ per 16-page overrun x 1,000 copies = Extended Price: \$_____

Additional per-thousand rate (16-page overrun) = \$_____

Contract Year 2 – FY 24 (July 2023 to June 2024)

A. BASE Production Price:

\$_____ per 52-page issue x 10,200 copies x 6 issues = Extended Price: \$_____

Additional per-thousand rate (full 52-page issue) = \$_____

B. OVERRUN 16-page (Run at Same Time, stitched separately):

\$_____ per 16-page overrun x 1,000 copies = Extended Price: \$_____

Additional per-thousand rate (16-page overrun) = \$_____

Contract Year 3 – FY25 (July 2024 to June 2025)

A. BASE Production Price:

\$_____ per 52-page issue x 10,200 copies x 6 issues = Extended Price: \$_____

Additional per-thousand rate (full 52-page issue) = \$_____

B. OVERRUN 16-page (Run at Same Time, stitched separately):

\$_____ per 16-page overrun x 1,000 copies = Extended Price: \$_____

Additional per-thousand rate (16-page overrun) = \$_____

Contract Year 4 – FY26 (July 2025 to June 2026)

A. BASE Production Price:

\$_____ per 52-page issue x 10,200 copies x 6 issues = Extended Price: \$_____

Additional per-thousand rate (full 52-page issue) = \$_____

B. OVERRUN 16-page (Run at Same Time, stitched separately):

\$_____ per 16-page overrun x 1,000 copies = Extended Price: \$_____

Additional per-thousand rate (16-page overrun) = \$_____

Total BASE Bid Price for All Contract Years: \$_____

List brand and weight of paper inside stock:

Brand: Weight:

List brand and weight of paper cover stock:

Brand: Weight: