



Solicitation #:

Solicitation Issue Date:

Brief Description of Requirement:

Response Due Date<sup>1</sup>:

Time:

CST/CDT

Issued By and **RETURN SEALED BID TO**<sup>2</sup>:

Agency Name:

- U.S. Postal Delivery:
- Carrier Delivery:

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

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

1. **Shipping Location:**

2. **Contracting Officer:**

Name:

Phone:

Email:

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

<sup>2</sup> 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" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # \_\_\_\_\_

2. Bidder General Information:

FEI / SSN : \_\_\_\_\_

VEN ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. Bidder Contact Information:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. Oklahoma Sales Tax Permit<sup>1</sup> (type "X" at one below):

☐ YES – Permit #: \_\_\_\_\_

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

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

☐ YES - Filing Number: \_\_\_\_\_

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

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act (type "X" at one below):

☐ YES – include a certificate of insurance with the bid

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

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

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



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

Solicitation or Purchase Order #: \_\_\_\_\_

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

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

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

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

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

**OR**

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

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

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

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

### **A.2. Bid Submission**

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

### **A.3. Solicitation Amendments**

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

#### **A.4. Bid Change**

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

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

By submitting a response to this solicitation:

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

#### **A.6. Bid Opening**

Sealed bids shall be opened by the \_\_\_\_\_ located at \_\_\_\_\_  
\_\_\_\_\_ at the time and date specified in the solicitation as the Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

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

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

#### **A.8. Late Bids**

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

#### **A.9. Legal Contract**

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

of the solicitation or applicable law.

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

#### **A.10. Pricing**

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

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

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

#### **A.11. Manufacturers' Name and Approved Equivalents**

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

#### **A.12. Clarification of Solicitation**

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

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

#### **A.13. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

#### **A.14. Award of Contract**

A.14.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.

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

A.14.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

#### **A.15. Contract Modification**

A.15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.

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

#### **A.16. Delivery, Inspection and Acceptance**

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

#### **A.17. Invoicing and Payment**

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

#### **A.18. Tax Exemption**

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

#### **A.19. Audit and Records Clause**

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.20. Non-Appropriation Clause**

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

#### **A.21. Choice of Law**

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

#### **A.22. Choice of Venue**

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

#### **A.23. Termination for Cause**

- A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.24. Termination for Convenience**

A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

A.24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.25. Insurance**

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

#### **A.26. Employment Relationship**

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

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

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

#### **A.28. Compliance with Applicable Laws**

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

#### **A.29. Special Provisions**

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



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## **B. SPECIAL PROVISIONS**

### **B.1. Indemnification**

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

### **B.2. Signed Agreement**

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

### **B.3. Multiple Awards**

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

### **B.4. Unequivocal Acceptance**

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

### **B.5. Price**

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

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

### **B.6. Invoices**

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

OSBI

Attn: Accounting

6600 N. Harvey Place

OKLAHOMA CITY, OKLAHOMA, 73116

### **B.7. Assignment**

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

### **B.8. Severability**

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

### **B.9. Waiver of Contractual Right**

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

### **B.10. Gratuities**

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

### **B.11. Limitation of Liability**

Supplier shall be liable for any damages resulting from, arising out of, or relating to the services provided through this

agreement. Supplier's liability for all programs, including software products owned or distributed by the Supplier, program documentation, and any program updates acquired through technical support shall be limited to the Supplier's warranty.

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

#### **B.12. Failure to Provide**

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

#### **B.13. Cost of Preparation**

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

#### **B.14. Option to Renew**

At its sole discretion, the OSBI may exercise an option to renew this contract and/or any Contract Addendum for four (4) additional one-year terms on the same terms and conditions as in this contract.

If the OSBI decides to exercise this option to renew, OSBI Purchasing will provide written notice to the supplier of its intention to renew. Under no condition will this Contract or any Contract Addendum renew automatically. Bid responses must include proposed rates for providing this same level of service for years two through five.

### **C. SOLICITATION SPECIFICATIONS**

#### **C.1. PURPOSE**

**C.1.1** The OKLAHOMA STATE BUREAU OF INVESTIGATION is seeking bids to provide custom-made sexual assault evidence collection kits, and a master electronic .pdf fillable CD-R containing the "Sexual Assault History Form" and "Sexual Assault Examination and Observation Form" included in the kit.

**C.1.2.** The initial contract is from date of award through 06-30-2015.

**C.1.3.** The OKLAHOMA STATE BUREAU OF INVESTIGATION provides the custom-made sexual assault evidence collection kits to Sexual Assault Nurse Examiners (SANE) and Emergency Rooms state-wide. This is done to provide a consistent and thorough forensic examination to the law enforcement community.

#### **C.2. ITEMS TO BE FURNISHED**

**C.2.1.** Sexual Assault Evidence Collection Kits Custom made for the OKLAHOMA STATE BUREAU OF INVESTIGATION. Each kit will consist of the following components:

**C.2.1.1.** 1 ea. OUTER KIT ENVELOPE, 9" X 12", white, printed in dark blue, front and back. (See Attachment 1)

**C.2.1.2.** 2 ea. INNER KIT ENVELOPE (SUBMISSION ENVELOPES), 9" X 12", white, printed in dark blue, front and back, folded. Each envelope should have a ¼ inch dark blue stripe extending from the top of the envelope to the bottom on both the left and right side. (Front of Submittal Envelope 1 – See Evidence Envelope Attachment 2, Back of Envelope – See Chain of Custody Attachment 4. Front of Submittal Envelope 2 – See Evidence Envelope Attachment 3, Back of Envelope – See Chain of Custody Attachment 4.)

**C.2.1.3.** 1 ea. SEXUAL ASSAULT HISTORY FORM, printed on 8 1/2" x 11", 3-ply NCR paper. (See Attachment 5)

**C.2.1.4.** 1 ea. SEXUAL ASSAULT EXAMINATION AND OBSERVATION FORM, Male/Female, printed on 8 1/2" x 11", 3-ply NCR paper. (See Attachment 6)

**C.2.1.6.** 3 ea. STEP 1. CONTACT CLOTHING SACKS (white), 18 1/2" L X 12"W with printed 7 1/4" x 5" labels affixed to sacks containing one piece of 2" x 14" clear evidence tape. Labels to be printed on orange crack-and-peel. (See Attachment 7)

**C.2.1.7.** 4 ea. STEP 2. UNDERGARMENTS/MISCELLANEOUS SACKS (Tyvek) 9"L x 6"W with printed 7" x 3 3/4" labels affixed to sacks containing one piece of 2" x 7" clear evidence tape. Labels to be printed on orange crack-and-peel. Sacks must be Tyvek 14lb or equivalent. (See Attachment 8)

- C.2.1.8.** 1 ea. STEP 3. VAGINAL/PENILE SWABS ENVELOPE (white) 7 1/2"L x 5 1/2"W, printed, containing one piece of 2" x 7" clear evidence tape, one package of sterile cotton-tipped applicators (2/pkg.). (See Attachment 9)
- C.2.1.9.** 1 ea. STEP 4. EXTERNAL GENITALIA SWABS ENVELOPE (white) 7 1/2"L x 5 1/2"W, printed, containing one piece of 2" x 7" clear evidence tape, one package of sterile cotton-tipped applicators (2/pkg.). (See Attachment 10)
- C.2.1.10.** 1 ea. STEP 5. ANAL SWABS ENVELOPE (white), 7 1/2"L x 5 1/2"W, printed, containing one piece of 2" x 7" clear evidence tape, one package of sterile cotton-tipped applicators (2/pkg.). (See Attachment 11)
- C.2.1.11.** 1 ea. STEP 6. ORAL SWABS ENVELOPE (white), 7 1/2"L x 5 1/2"W, printed, containing one piece of 2" x 7" clear evidence tape, one package of sterile cotton-tipped applicators (2/pkg.). (See Attachment 12)
- C.2.1.12.** 1 ea. STEP 7. KNOWN BUCCAL (ORAL) SWABS ENVELOPE (white), 7 1/2"L x 5 1/2"W, printed, containing one piece of 2" x 7" clear evidence tape, one package of sterile cotton-tipped applicators (2/pkg.). (See Attachment 13)
- C.2.1.13.** 4 ea. MISCELLANEOUS ENVELOPE (white), 7 1/2"L x 5 1/2"W, printed, containing one piece of 2" x 7" clear evidence tape, one 8 1/2" x 11" pharmacy folded paper bindle, one package of sterile cotton-tipped applicators (2/pkg.). (See Attachment 14)
- C.2.1.14.** 2 ea. individually sealed 5" black plastic comb.
- C.2.1.15.** 2 ea. BIOHAZARD LABEL, 1 1/4" x 1".
- C.2.1.16.** 9 ea. EVIDENCE SEALS with tab printed on red acetate 3 3/8"L x 1 1/4"W. For sealing Step 1 and Step 2 sacks and resealing kit after collection of evidence.
- C.2.1.17.** 1 ea. FDA INSERT (Mandatory) to be printed on light blue paper of a size to fit unfolded inside the kit. (See Attachment 15)
- C.2.2.** Individual envelopes for Steps 1 through 12 shall be printed in accordance with the following instructions and as indicated on the appropriate attachment.
  - C.2.2.1.** All biohazard labels should be printed in same location on envelopes.
  - C.2.2.2.** All text should be bold.
  - C.2.2.3.** Where underline is indicated on attachments, text should be underlined on envelopes.
  - C.2.2.4.** ALL "NOTES" SHALL BE ENCLOSED IN A TEXT BOX.
  - C.2.2.5.** All clear evidence tape shall have a colored tab for identifying the end of the tape.
- C.2.3.** The components to be included in the kit and printing instructions are described in Attachments 1 through 15.
- C.2.4.** One master copy of all forms (i.e., the "Sexual Assault History Form" and "Sexual Assault Examination and Observation Form") shall be provided in the format of electronic .pdf fillable worksheets. These worksheets (both electronic and paper) are the sole possession of the OKLAHOMA STATE BUREAU OF INVESTIGATION.
- C.2.5.** All kits will be marked with a lot number and expiration date on the kit exterior.
- C.2.6.** All kits must be sealed with a red integrity seal to prevent contamination of contents.
- C.2.7.** All kits received will have a minimum of a 15-month expiration date.
- C.2.8.** Kits are to be shipped not less than ten (10) and not more than twenty five (25) kits per case. Each case must be a sufficient shipping box to be used for shipping by the Oklahoma State Bureau of Investigation.
- C.2.9.** Kits are to be manufactured in a clean environment to avoid any contamination.
- C.2.10.** The kit will not contain the manufacturer's address.
- C.2.11.** All printing is to be type set.

### **C.3. MISCELLANEOUS**

- C.3.1.** MANUFACTURER MUST FOLLOW FOOD AND DRUG ADMINISTRATION GOOD MANUFACTURING PROCEDURES (FDA-GMP) IN THE MANUFACTURE OF ALL KITS.
- C.3.2.** MANUFACTURER MUST MAINTAIN LOT NUMBERS AND COMPLETE TRACEABILITY OF ALL KITS AND COMPONENTS CONTAINED WITHIN THE KITS IF CALL BACK IS NECESSARY.
- C.3.3.** EACH BIDDER MUST SUBMIT ITS FDA REGISTRATION NUMBER ALONG WITH THE BID PACKAGE.
- C.3.4.** Bidders must submit a complete prototype kit illustrating the following: envelope, print, and each component specified.
- C.3.5.** Awarded vendor will be responsible for all shipping costs.
- C.3.6.** Initial contract period is from Date of Award to June 30<sup>th</sup>, 2014. Contract may be renewed at the same terms and conditions for four (4) successive one-year periods.  

Initial Contract Period:	Date of Award to 06-30-2014
1st Option to renew:	07-01-2014 to 06-30-2015
2nd Option to renew:	07-01-2015 to 06-30-2016
3rd Option to renew:	07-01-2016 to 06-30-2017
4th Option to renew:	07-01-2017 to 06-30-2018
- C.3.7.** All kits for initial year must be received by August 29th, 2014.

## **D. EVALUATION**

- D.1.** The following criteria will be used in the evaluation of the proposed bids:
  - D.1.1.** The total cost per kit will be evaluated for best value.
  - D.1.2.** The quality of the components will be evaluated to include:
    - D.1.2.1.** Sterility of required components
    - D.1.2.2.** Effectiveness of tape and seals
    - D.1.2.3.** Print and graphics
  - D.1.3.** The prototype kit will be compared to the bid specs to evaluate concordance.
- D.2.** The evaluation will be conducted by selected members of the Oklahoma State Bureau of Investigation.
- D.3.** Only bids found to be responsive to the technical specifications and other requirements of this ITB will be evaluated.
- D.4.** The OSBI may: (1) reject any and all bids; (2) accept other than the lowest bid; and (3) waive informalities or minor irregularities in bids received. The OSBI reserves the right to cancel this ITB if it is determined to be in the best interest of the State. Failure to furnish all information or to follow the bid format requested in this ITB may disqualify the bid.

## **E. INSTRUCTIONS TO SUPPLIER**

### **E.1. Introduction**

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

### **E.2. Mandatory and Non-Mandatory Terms**

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

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

### **E.3. Solicitation Questions**

All questions regarding solicitation shall be sent to OSBI Contracting & Acquisitions Supervisor; Vernon Glover by e-mail to [vernon.glover@osbi.ok.gov](mailto:vernon.glover@osbi.ok.gov) at least five (5) days prior to closing of bid.

## **F. CHECKLIST**

- F.1. **Prototype kit illustrating the following: envelope, print, and each component specified**
- F.2. **Responding Bidder Information Form (Page 2 of OMES-Form-CP-076SA).**
- F.3. **Non-Collusion Certification Form (Page 3 of OMES-Form CP-004SA).**
- F.4. **Bidder Response Form (Page 14)**
- F.5. **Envelope – Insert the name and address of the bidder in the upper left corner of the single envelope, package or container. ITB Number must appear on the face of the single envelope.**
- F.6. **Initial in ink, each alteration**
- F.7. **All amendments signed (if applicable)**

## **G. OTHER**

- G.1. **Since this kit is a new design, the Oklahoma State Bureau of Investigation reserves the right to make minor changes to seals, graphics, text, or other components of the kit. The changes will be coordinated with the awarded vendor.**
- G.2. **Artwork will be provided electronically to successful bidder at time of award of contract.**

## **H. PRICE AND COST**

- H.1. **See Bidder Response Form (Page 14)**

## **BIDDER RESPONSE FORM**

**Solicitation Number: 3080000**

**Due Date: May 07th, 2014 by 3:00 P.M.**

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Phone Number: ( )** \_\_\_\_\_

### **COST PER KIT**

<b>Date of Award through June 30, 2015</b>	<b>\$</b> _____ <b>EACH</b>
<b>July 1<sup>st</sup>, 2015 through June 30, 2016</b>	<b>\$</b> _____ <b>EACH</b>
<b>July 1<sup>st</sup>, 2016 through June 30, 2017</b>	<b>\$</b> _____ <b>EACH</b>
<b>July 1<sup>st</sup>, 2017 through June 30, 2018</b>	<b>\$</b> _____ <b>EACH</b>
<b>July 1<sup>st</sup>, 2018 through June 30, 2019</b>	<b>\$</b> _____ <b>EACH</b>

**Signature:** \_\_\_\_\_

**Owner or Owner's Authorized Representative**

**Name/Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STATE OF OKLAHOMA  
SEXUAL ASSAULT EVIDENCE COLLECTION KIT  
ATTACHMENTS**



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## **Attachment 1** [\(Top↑\)](#)

**OKLAHOMA STATE BUREAU OF INVESTIGATION SEXUAL ASSAULT EVIDENCE COLLECTION KIT INSTRUCTIONS will be printed on the outside of the outer envelope and will include the following:**

1. Title/Header
2. The following text shall appear on instruction sheet.
  - A. The purpose of this sexual assault evidence collection kit is to assist the examining physician or sexual assault nurse examiner (SANE) in the collection of physical evidence from a victim or suspect of sexual assault. The evidence will be examined by a forensic laboratory for use in a court of law.

The hospital staff is neither requested nor encouraged to analyze any of the evidence collected. The forensic laboratory needs all the sample material taken from the patient that is not required for use in medical care.

- - B. Remove the Sexual Assault History Form and fill in the information requested by interviewing the patient.
  - C. This kit has been designed for the collection of samples/evidence from both female and male victims of sexual assault as well as suspects. Only applicable samples need to be collected from each patient. The sacks and envelopes are arranged in numerical sequence and should be collected in that order. The instructions for the collection of each sample appear on each container. Fill-out all information requested.

**FOR FEMALE VICTIM:** Use Steps 1 through 7 and miscellaneous as necessary.

**FOR MALE VICTIM:** Use Steps 1 through 7 and miscellaneous as necessary.

**FOR SUSPECT:** Use Step 7 and miscellaneous as necessary.

**NOTE:** If suspect is examined within 24 hours of assault, also use Steps 1, 2, and 6.

**NOTE: The Known Buccal Swabs (Step 7) MUST be collected. DO NOT INCLUDE GLASS TUBES (i.e. BLOOD or URINE) IN THE ENVELOPES.**

**NOTE:** All swabs must be AIR-DRIED. Do not use heat to dry swabs or other components.

- - 
  - 
  - D. Complete the applicable Sexual Assault Examination and Observation Form.
  - E. Place Vaginal/Penile Swabs, External Genitalia Swabs, Anal Swabs, Oral Swabs and Known Buccal (Oral) Swabs along with the white forensic lab copy of Sexual Assault Examination and Observation Form and Sexual Assault History Form into Submittal Envelope 1. Distribute 2nd and 3rd copies of forms to appropriate parties. All other envelopes that contain evidentiary samples will be placed in the Submittal Envelope 2. Evidence contained in evidence bags will be kept separate from the Submittal Envelopes. All unused containers/envelopes may be discarded.
  - F. Initial and affix clear evidence seals to each evidence envelope used. The tape should cover the entire flap of the envelope beginning at the top of the flap. Red evidence tape may be used to assist in sealing bags and outer submittal envelopes.
  - G. Fill-out all information requested on the back of the Submittal Envelopes under "FOR HOSPITAL PERSONNEL", then affix biohazard label where indicated.
  - H. Release sealed submittal envelopes and sealed sacks to investigating officer.

NOTE: If officer is not present at this time, place sealed envelopes and sealed sacks in secure area and hold for pickup by the investigating officer. **Urine or blood samples collected for drug and alcohol screening should be packaged separately and refrigerated.**

- I. Should any questions arise about this kit, contact the OKLAHOMA STATE BUREAU OF INVESTIGATION, Forensic Biology Laboratory, Telephone (405) 330-OSBI (6724).
- J. The following information must appear on one side only:

EXPIRATION DATE:

LOT NUMBER:

EXPIRATION DATE NOTATION: The product expiration date applies to specific components enclosed. If the expiration date has passed, please see enclosed FDA insert for product updating information.

REORDER NO.

## **ATTACHMENT 2** [\(Top↑\)](#)

EVIDENCE ENVELOPE will be placed on the front of both submission envelopes.

<b>FOR LAB USE ONLY</b>	LAB NO.: _____
<b>BARCODE:</b>  (PLACE STICKER HERE)	DATE SUBMITTED: _____

<b>OKLAHOMA STATE BUREAU OF INVESTIGATION SEXUAL ASSAULT EVIDENCE COLLECTION KIT</b>
--

**INFORMATION BELOW IS REQUIRED TO BE COMPLETED BY THE SUBMITTING OFFICER**

COUNTY OF OFFENSE: \_\_\_\_\_ REQUESTING AGENCY: \_\_\_\_\_  
(NO ABBREVIATIONS)

NAME OF SUBJECT(S) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF VICTIM(S) \_\_\_\_\_  
\_\_\_\_\_

CHECK WHETHER THE FOLLOWING ITEMS ARE BEING SUBMITTED IN THIS ENVELOPE:

VAGINAL/PENILE SWABS	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
EXTERNAL GENITALIA SWABS	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
ANAL SWABS	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
ORAL SWABS	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
KNOWN SWABS	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

DATE OBTAINED

WHERE OBTAINED

OBTAINED BY WHOM

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SEALED BY: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OPENED BY: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

# Submittal Envelope 1

**ATTACHMENT 3** ([Top↑](#))

**EVIDENCE ENVELOPE** will be placed on the front of both submission envelopes.

<b>FOR LAB USE ONLY</b>	LAB NO.: _____
<b>BARCODE #:</b> (PLACE STICKER HERE)	DATE SUBMITTED: _____

<b>OKLAHOMA STATE BUREAU OF INVESTIGATION SEXUAL ASSAULT EVIDENCE COLLECTION KIT</b>
--

**INFORMATION BELOW IS REQUIRED TO BE COMPLETED BY THE SUBMITTING OFFICER**

COUNTY OF OFFENSE: \_\_\_\_\_ REQUESTING AGENCY: \_\_\_\_\_  
(NO ABBREVIATIONS)

NAME OF SUBJECT(S) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NAME OF VICTIM(S) \_\_\_\_\_  
\_\_\_\_\_

DESCRIPTION OF EVIDENCE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

<u>DATE OBTAINED</u>	<u>WHERE OBTAINED</u>	<u>OBTAINED BY WHOM</u>
_____	_____	_____
_____	_____	_____

SEALED BY: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

OPENED BY: \_\_\_\_\_ DATE: \_\_\_\_\_ TIME: \_\_\_\_\_

**Submittal Envelope 2**

## **ATTACHMENT 4** ([Top↑](#))

### **TEXT TO BE INCLUDED ON THE BACK SIDE OF SUBMISSION ENVELOPES**

1. The back of the envelopes shall include the following information:

A. Oklahoma State Seal (art work to be supplied to successful vendor)

B. TITLE / HEADER

1) OKLAHOMA STATE BUREAU OF INVESTIGATION(in bold type)

2) SEXUAL ASSAULT EVIDENCE COLLECTION KIT (in bold type)

C. Box indicating the following:

FOR HOSPITAL PERSONNEL (in bold type)

PATIENT'S NAME \_\_\_\_\_ DOB \_\_\_\_\_ RACE/SEX \_\_\_\_\_  
(Please Print)

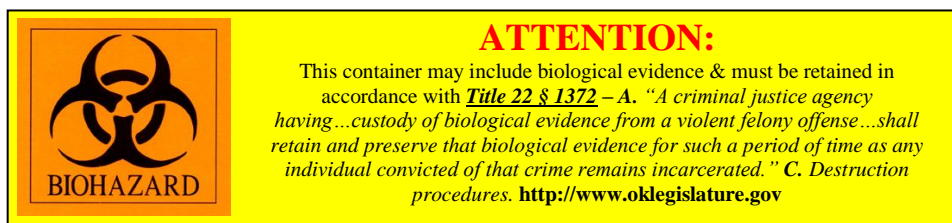
HOSPITAL/CLINIC \_\_\_\_\_  
(Please Print) Phone Number \_\_\_\_\_

PHYSICIAN'S/SANE NAME \_\_\_\_\_  
(Please Print)

KIT SEALED BY \_\_\_\_\_  
(Please Print)

DATE \_\_\_\_\_ TIME \_\_\_\_\_ am-pm

The following label should appear on the back of each submittal envelope:



D. Box indicating the following:

FOR POLICE PERSONNEL (in bold type)

ATTACH A COMPLETED REQUEST FOR LABORATORY EXAMINATION

HAND-CARRY ALL EVIDENCE TO THE LABORATORY IN YOUR AREA AS SOON AS POSSIBLE.

E. Centered below second box in bold type:

DO NOT PLACE ANY GLASS TUBES IN ENVELOPES. URINE OR BLOOD SAMPLES COLLECTED FOR DRUG AND ALCOHOL SCREENING SHOULD BE PACKAGED SEPARATELY AND REFRIGERATED.

- DO NOT MAIL -

F. Centered below second box in bold type:

PROVIDED FREE OF CHARGE BY THE STATE OF OKLAHOMA  
(405) 330-OSBI (6724)

G. On both 12" sides of the submittal envelopes print a ¼" strip of font color (Dark Blue) from top edge to bottom edge. This will enable the envelopes to be clearly identified when placed in a vertical file.

H. At the edge of the unsealed flap indicate the following:

PLACE EVIDENCE SEAL HERE

I. The following information must appear on one side only:

EXPIRATION DATE:

LOT NUMBER:

EXPIRATION DATE NOTATION: The product expiration date applies to specific components enclosed. If the expiration date has passed, please see enclosed FDA insert for product updating information.

REORDER NO.

K. Manufacturer may include its name and telephone number only. No address shall be indicated.

## **ATTACHMENT 5** ([Top↑](#))

### **SEXUAL ASSAULT HISTORY FORM** (shall include the following:)

1. Header/Title including:
2. (Please Print) under header
3. Reporting Officer(s) Name:
4. Patient's Name:                      Age:                      Race:                      Sex:
5. Exam Date:    Exam Time:
6. Last Intercourse Date Prior To Assault:    Approx. Time:
7. Was Contraception used?    Yes              No              Type
8. Location of Assault:
9. Date of Assault:
10. Time of Assault:
11. Assailants (No. & Race):
12. Did assailant use a part of the body? (e.g. Penis, Finger) Specify
13. Was weapon or instrument used? (Specify)    Yes              No
14. Was a condom used?    Yes              No
15. Was there penetration of:

VAGINA	Attempted	Successful	Ejaculation	Yes	No	Not Sure
ANUS	Attempted	Successful	Ejaculation	Yes	No	Not Sure
MOUTH	Attempted	Successful	Ejaculation	Yes	No	Not Sure
16. Describe other pertinent data of assault (breasts bitten, ejaculation on outside of body/skin, etc.)
17. Did cunnilingus take place?    Yes              No
18. Was patient menstruating at time of assault?    Yes              No
19. Date last menstrual period:
20. Did the patient injure the assailant in any way, i.e., scratch, bite, kick, etc.? (Describe)
21. Was douche, shower or bath taken between previous intercourse and assault?    Yes              No              Time
22. Was douche, shower or bath taken between assault and doctor's examination?    Yes              No              Time
23. Has patient urinated since assault?              Yes              No              Time
24. Has patient defecated since assault?              Yes              No              Time
25. Did the patient brush their teeth? Drink? Smoke?              Yes              No              Time
26. Any post sexual assault contact?              Yes              No              Time
27. Were clothes changed?              Yes              No              If yes, are they available?    Yes              No
28. Patient's description of assault: (with multiple lines)
29. Space for Doctor's/SANE Name
30. Copy distribution to include:  
1st Copy - Forensic Lab    2nd Copy - Police Investigator    3rd Copy - Medical Records



## **ATTACHMENT 6** [\(Top↑\)](#)

### **SEXUAL ASSAULT EXAMINATION & OBSERVATION FORM**

(shall include the following:)

1. Header/Title, including (Please Print) under header
2. Lateral (left and right), dorsal and ventral body diagrams of male and female with an additional enlarged diagram of genital area.
3. Space with lines for doctor's/SANE notes with the following text:

Examination & significant observations by the doctor/SANE:

4. Space for the following at bottom of form:

Patient's Name \_\_\_\_\_  
Doctor/SANE's Name \_\_\_\_\_

## **ATTACHMENT 7** ([Top↑](#))

### **1. STEP 1 CONTACT CLOTHING (3 sacks)**

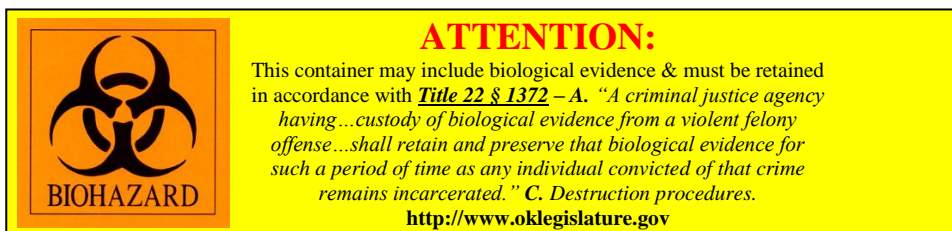
2. The following text will be numbered:

1. Have patient disrobe on a disposable examination pad or clean paper.
2. Collect outer clothing and shoes worn by the patient during the actual assault. Handle garments as little as possible.
3. Package shoes together in one sack and each item of outer clothing in separate paper sacks. These sacks are provided for this purpose.
4. Fold the tops of the sacks down, staple and seal with tape, along the entire length of the fold.
5. Initial red evidence seals and place over tape seals.
6. Fill-out information requested on sacks.

3. Use bullets to list the items under NOTE.

- NOTE:
- If additional clothing bags are required, use new paper bags (grocery-type) only.
  - Do not cut through any existing holes, rips or stains in patient's clothing.
  - Do not shake out patient's clothing, as microscopic evidence will be lost.
  - If patient has changed clothing after assault, inform officer in charge so that the clothing worn at the time of the assault may be collected by police personnel.

4. Biohazard label printed on sack:




5. Patient's Name:                      Collected by:                      Date/Time:                      Description of item:

## **ATTACHMENT 8** ([Top↑](#))

### **1. STEP 2 UNDERGARMENTS/MISCELLANEOUS (4 sacks)**

2. The following text will be numbered:
  1. Collect undergarments that may have had hairs, fibers or body fluids exchanged when the incident occurred. Handle garments as little as possible.
  2. Package each undergarment separately. Three sacks are provided for this purpose.
  3. The remaining sack is provided for any miscellaneous items that may be collected (i.e., condoms, tampons, pads, etc...).
  4. Fold the top of sacks down, staple and seal with tape along the entire length of the fold.
  5. Initial red evidence seals and place over tape seals.
  6. Fill-out information requested on sacks.
  7. Sacks are to remain separate from the sexual assault submission envelopes.
3. Biohazard label printed on sack:

 BIOHAZARD	<p style="text-align: center;"><b>ATTENTION:</b></p> <p>This container may include biological evidence &amp; must be retained in accordance with <u><b>Title 22 § 1372 – A.</b></u> <i>“A criminal justice agency having...custody of biological evidence from a violent felony offense...shall retain and preserve that biological evidence for such a period of time as any individual convicted of that crime remains incarcerated.” C. Destruction procedures.</i></p> <p style="text-align: center;"><a href="http://www.oklegislature.gov">http://www.oklegislature.gov</a></p>
--	---

4. Patient's Name:                      Collected by:                      Date/Time:                      Description of item:

**ATTACHMENT 9** [\(Top↑\)](#)

**1. STEP 3      VAGINAL/PENILE SWABS**

**2. NOTE:    Do not use heat to dry samples.**

3.    The following text will be numbered:

1.    Open the enclosed swab packet and remove both swabs.
2.    Using both swabs simultaneously, swab the vaginal walls and cervix (female) or the outer area of the penis (male), then set both swabs aside to air-dry.
3.    Place the swabs collected in the envelope.
4.    Seal envelope with clear evidence tape provided and fill out information requested.

4.    Biohazard label printed on envelope

5.    Patient's Name:      Collected by:              Date/Time:

**ATTACHMENT 10** ([Top↑](#))

**1 STEP 4 EXTERNAL GENITALIA SWABS**

**2 NOTE: Do not use heat to dry samples.**

**3** The following text will be numbered:

1. Open the enclosed swab packet and remove both swabs.
2. Using both swabs, swab the external area of the genitalia, then set both swabs aside to air-dry.
3. Place the swabs collected in the envelope.
4. Seal envelope with clear evidence tape provided and fill out information requested.

4. Biohazard label printed on envelope

5. Patient's Name:                      Collected by:                      Date/Time:

**ATTACHMENT 11** ([Top↑](#))

**1. STEP 5 ANAL SWABS**

**2. NOTE: Do not use heat to dry samples.**

3. The following text will be numbered:

1. Open the enclosed swab packet and remove both swabs.
2. Using both swabs simultaneously, swab the anal canal.
3. Allow both swabs to air-dry.
4. Place both dried swabs in the enclosed envelope.
5. Seal envelope with clear evidence tape provided and fill out information requested.

4. Biohazard label printed on envelope

5. Patient's Name:                      Collected by:                      Date/Time:

## **ATTACHMENT 12** [\(Top↑\)](#)

### **1. STEP 6 ORAL SWAB**

**2. NOTE: Do not use heat to dry samples.**

**3.** The following text will be numbered:

1. Open the enclosed swab packet and remove both swabs.
2. Using both swabs simultaneously, swab the patient's mouth and around teeth.
3. Allow both swabs to air-dry.
4. Place both dried swabs in the enclosed envelope.
5. Seal envelope with clear evidence tape and fill out information requested.

**NOTE: Have patient thoroughly rinse their mouth with water after this point to eliminate possible contaminants in Step 7.**

**4.** Biohazard label printed on envelope

**5.** Patient's Name:                      Collected by:                      Date/Time:

## **ATTACHMENT 13** ([Top↑](#))

### **1. STEP 7      KNOWN BUCCAL (ORAL) SWABS**

2. Use bullets to list the items under NOTE.

**NOTE:** • Prior to collection of this sample, have patient wash out mouth with water to remove any possible contaminating substances. Perform this sample collection AFTER the collection of the evidentiary ORAL SWABS. This sample MUST be collected.

- Do not use heat to dry samples.

3. The following text will be numbered:
  1. Open the enclosed swab packet and remove both swabs.
  2. Using both swabs simultaneously, swab the inside of the patient's cheek.
  3. Allow the swabs to air-dry.
  4. Place both dried swabs in the enclosed envelope.
  5. Seal envelope with clear evidence tape provided and fill out information requested.
4. Biohazard label printed on envelope
5. Patient's Name:                      Collected by:                      Date/Time:



## **ATTACHMENT 14** ([Top↑](#))

### **TEXT TO BE PRINTED ON OUTSIDE OF MISCELLANEOUS ENVELOPE**

#### **1. MISCELLANEOUS ENVELOPE**

2. Description of Contents:

3. The miscellaneous envelope may be used to collect additional evidence as needed throughout the exam. Examples of additional evidence may include hairs, debris, fingernail swabbings, or additional body swabs.

4. If this envelope is used for hair collection, follow the steps below:

5. The following text will be numbered:

1. Remove paper bindle and comb.
2. Unfold and place paper bindle under patient's head (head hair combing) or under the patient's buttocks (pubic hair combing).
3. Using comb provided, comb head hair so that any loose hair and/or debris will fall onto paper bindle.
4. Re-fold the bindle in a manner to retain hairs and return to envelope.
5. Seal envelope with clear evidence tape provided and fill-out information requested.

6. In another miscellaneous envelope collect pulled head or pubic hairs for comparison purposes. Use the following steps for collection of pulled hairs samples:

7. The following text will be numbered:

1. Remove paper bindle from envelope. Unfold and place on flat surface.
2. For Head Hairs: Pull, do not cut, a minimum of 8 full-length hairs from each of the following scalp locations: center, front, back, left side, and right side. (40 hairs total) Place hairs on paper bindle.
3. For Pubic Hairs: Pull, do not cut, a minimum of 25 full-length pubic hairs from various locations of the pubic area. Place hairs on paper bindle.
4. Re-fold bindle in manner to retain hairs and return to envelope.
5. Seal envelope with clear evidence tape provided and fill-out information requested.

8. Use bullets to list the items under NOTE.

**NOTE:**

- **Pulled Head Hairs are only required if the assailant is a stranger to the victim, or if the victim is unsure of the identity of the assailant.**
- **If combings are collected, then pulled hairs should also be collected as reference samples.**
- **If collected, head hairs and pubic hairs should be packaged in separate envelopes.**

9. Patient's Name:

Collected by:

Date/Time:

## **ATTACHMENT 15** ([Top↑](#))

1. **FDA INSERT** (text to be centered)
2. (Text to be centered)  
Important Information Regarding  
(Insert Kit Reorder # here)
3. This product information sheet is included to comply with FDA Regulations.
4. PLEASE RETURN THIS FORM TO INSIDE OF KIT (bold type)
5. EXPIRATION DATE INFORMATION: (bold type)  
The expiration date on this product pertains only to specific components. Please check the expiration date on the following components. If any are beyond the expiration date, please replace with similar components from hospital stock.

5 packages sterile, cotton-tipped swabs (2/pkg)\*

\*Make sure all replacement swabs have the same lot number.

6. Insert line to divide the above text from the following text.
7. Intended Use:  
Evidence collection from the victims of sexual assault
8. Contents:

Kit Instruction Sheet	Biohazard labels
Sexual Assault History form	Envelopes
Sexual Assault Examination and Observation form	Plastic combs
Sterile, cotton-tipped swabs	Bags with labels affixed
Police evidence seals	Folded paper bindles
Clear evidence tape	

Warnings and Precautions: (in bold type)

Blood and other biological fluids should be handled and processed as if they are potentially infectious.

Waste Disposal Instructions: (in bold type)

- Needles: Dispose of any needles in an approved sharp's container.
- Blood Tubes: Dispose of all tubes using safe laboratory procedures as outlined in bio-safety and microbiological and bio-medical laboratories as HH Publication CDC 84-8395