



Solicitation #:3080000331

Solicitation Issue Date: 2/26/2015

Brief Description of Requirement: The OSBI is seeking bids for varies external hard disk drives listed in the attached specifications.

Response Due Date¹: 04/07/2015

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

Issued By and RETURN SEALED BID TO²:

Agency Name: Oklahoma State Bureau of Investigation

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

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

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

1. **Shipping Location:** 6600 N. Harvey Pl. Oklahoma City, OK 73116

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

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

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



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

1. RE: Solicitation # 380000331

2. Bidder General Information:

FEI / SSN : VEN ID:
Company Name:

3. Bidder Contact Information:

Address:
City: State: Zip Code:
Contact Name:
Contact Title:
Phone #: FAX#:
Email: Website:

4. Oklahoma Sales Tax Permit (type "X" at one below):

- YES - Permit #: NO
- Exempt pursuant to Oklahoma Laws or Rules

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

- YES - Filing Number:
NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming

6. Workers' Compensation Insurance Coverage:

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

- YES - include a certificate of insurance with the bid
NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act

Authorized Signature Date

Printed Name Title

1 For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html
2 For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/faqs.html#c221



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

Solicitation or Purchase Order #: 38092

Supplier Legal Name:

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

- 1. I am the duly authorized agent of the above named bidder 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 collusion with any state agency or political subdivision officials or employee to create a sole source acquisition in contradiction to 74 O.S. 85.45j.1. of this title.

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

SECTION II [74 O.S. § 85.42]:

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

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

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

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



SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

Dispatch via Print

State Bureau of Investigation
OKLAHOMA STATE BUREAU OF INVESTIGATION
6600 N HARVEY
OKLAHOMA CITY OK 73116

Request Quote ID.	Date	Buyer	Page
3080000331	03/20/2015	Nancy McFarland	1
Payment Terms	Date	Time	Quote Open Closing
0 Days	03/20/2015	10:08 AM	04/07/2015 01:30 AM
Requisition Number		Reference: 38217	

Ship To: OKLAHOMA STATE BUREAU OF INVESTIGATION
6600 N HARVEY
OKLAHOMA CITY OK 73116

Bill To: OKLAHOMA STATE BUREAU OF INVESTIGATION
6600 N HARVEY
OKLAHOMA CITY OK 73116

Supplier: NAME _____
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Line	Cat CD / Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost
1	43201803 / hard disk drives	60	EA		

128 GB External USB Hard Disk Drives

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

2	43201803 / hard disk drives	4	EA		
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128GB Sata Solid State Hard Disk Drives

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

3	43201803 / hard disk drives	4	EA		
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256GB SATA Solid State Hard Disk Drives

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

4	43201803 / hard disk drives	60	EA		
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2TB SATA Hard Disk Drives

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

This is NOT AN ORDER

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

Authorized Signature

IV



SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

Dispatch via Print

State Bureau of Investigation
OKLAHOMA STATE BUREAU OF INVESTIGATION
6600 N HARVEY
OKLAHOMA CITY OK 73116

Request Quote ID. 3080000331	Date 03/20/2015	Buyer Nancy McFarland	Page 2
Payment Terms 0 Days	DateTime 03/20/2015 10:08 AM	Quote Open 04/07/2015 01:30 AM	Closing
Requisition Number Reference:			38217

Ship To: OKLAHOMA STATE BUREAU OF INVESTIGATION
6600 N HARVEY
OKLAHOMA CITY OK 73116

Bill To: OKLAHOMA STATE BUREAU OF INVESTIGATION
6600 N HARVEY
OKLAHOMA CITY OK 73116

Supplier: NAME _____
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Line	Cat CD / Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost
5	43201803 / hard disk drives	18	EA		

4TB SATA hard disk drives

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

6	43201803 / hard disk drives	60	EA		
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500GB External USB Hard Disk Drives

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

7	43201803 / hard disk drives	5	EA		
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512GB SATA solid state hard disk drives

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

This is NOT AN ORDER
All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

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B. SPECIAL PROVISIONS

B.1. Indemnification

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

B.2. Signed Agreement

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

B.3. Multiple Awards

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

B.4. Unequivocal Acceptance

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

B.5. Price

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

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

B.6. Invoices

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

OSBI

Attn: Accounting

6600 N. Harvey Place

OKLAHOMA CITY, OKLAHOMA, 73116

B.7. Late Payment

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

B.8. Assignment

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

B.9 Severability

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

B.10 Waiver of Contractual Right

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

B.11 Gratuities

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

B.12 Limitation of Liability

Supplier shall be liable for any damages resulting from, arising out of, or relating to the services provided through this agreement. Supplier's liability for all programs, including software products owned or distributed by the Supplier, program documentation, and any program updates acquired through technical support shall be limited to the Supplier's warranty.

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

B.13 Failure to Provide

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

B.14 Cost of Preparation

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

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

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

B.16 General Liability Insurance

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

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

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

C. SOLICITATION SPECIFICATIONS

- C.1** Eighteen (18) 4TB SATA hard disk drives
 - 6 GB/s minimum
 - at least 7200 RPM
 - 64MB cache minimum
- C.2** Sixty (60) 2TB SATA hard disk drives
 - 6 GB/s minimum
 - at least 7200 RPM
 - 64MB cache minimum
- C.3** Sixty (60) 500GB External USB hard disk drives
 - USB 3.0/backwards compatible to USB 2.0
- C.4** Sixty (60) 128GB External USB hard disk drives
 - USB 3.0/backwards compatible to USB 2.0
- C.5** Four (4) 128GB SATA Solid State drives
 - ONLY 2D NAND STORAGE, NOT 3D!
 - 550MB/s sequential read minimum
 - 150MB/s sequential write minimum
 - minimum 3 year warranty
- C.6** Four (4) 256GB SATA Solid State drives
 - ONLY 2D NAND STORAGE, NOT 3D!
 - 550MB/s sequential read minimum
 - 330MB/s sequential write minimum
 - minimum 3 year warranty
- C.7** Five (5) 512GB SATA Solid State drives
 - ONLY 2D NAND STORAGE, NOT 3D!
 - 550MB/s sequential read minimum
 - 500MB/s sequential write minimum
 - minimum 3 year warranty

D. EVALUATION

This contact will be awarded lowest and best.

E. INSTRUCTIONS TO SUPPLIER

F. CHECKLIST

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

G. OTHER

H. PRICE AND COST

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