



State of Oklahoma
Oklahoma State Bureau of Investigation
Procurement & Facilities

Solicitation

Solicitation #: 3080000335

Solicitation Issue Date: 5/18/2015

Brief Description of Requirement:

This solicitation is to establish a contract for the destruction of controlled dangerous substances and contraband. Please see the attached specifications.

Response Due Date¹: 6/10/2015

Time: 1:45 PM 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: N/A

2. Contracting Officer:

Name: Nancy McFarland
Phone: 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



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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 #** 3080000335

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 Permit¹** (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 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.)²

 Authorized Signature

 Date

 Printed Name

 Title

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

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



State of Oklahoma
Oklahoma State Bureau of Investigation
Procurement & Facilities

Certification for Competitive Bid and/or Contract
(Non-Collusion Certification)

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

Solicitation or Purchase Order #: 3080000335

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 official or employee as to create a sole source acquisition in contradiction to Section 85.45j.1. of this title.

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

SECTION II [74 O.S. § 85.42]:

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

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

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

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 sixty (60) days from the solicitation closing date.

B.6. Invoices

Supplier will invoice the OSBI in arrears of services 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. Insurance

The Supplier shall maintain insurance in the following amounts. The OSBI must be notified if the insurance policies are being cancelled or not being renewed.

- B.16.1.** A Certificate of Insurance indicating general liability insurance with a minimum combined single limit of \$1,000,000.00 is required.

- B.16.2.** A Certificate of Insurance indicating Workers' Compensation Insurance in compliance with the Oklahoma Workers' Compensation Law is also required.
- B.16.3.** Both Certificates of Insurance must be provided to the OSBI after an award of contract and before any work begins.

B.17. 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

Special Definitions:

Controlled Dangerous Substances (CDS)/Contraband include but is not limited to:

Pharmaceutical products, both prescription and over-the-counter; bags, bales, bundles, packages containing pills, powders, and green leafy items that may be marijuana, cocaine, and cocaine based-derivatives, methamphetamine, and other CDS. Contraband may also include weapons such as handguns (revolvers and pistols) and long guns (rifles and shotguns).

- C.1 Destruction facility personnel shall be responsible for unloading all CDS and contraband from the vehicles in which they are delivered.
- C.2 The CDS and other seized contraband must be destroyed by shredding and then microencapsulation with Fly-Ash/Class C. In addition, Undesirable waste materials such as sludge, manure, liquid wastes, or used motor oil may be used in the microencapsulation process.
- C.3 The shredding, microencapsulation, and possible addition of undesirable waste materials shall be done in such a manner as to completely destroy and totally render useless any CDS and contraband.
- C.4 Area of burial of CDS and contraband shall be covered at the end of the day, or sooner, in accordance with the Federal Resource Conservation and Recovery Act Subtitle D.

D. EVALUATION

- D.1 An optional site visit by an OSBI Criminalistics Administrator will be made, if necessary, to the lowest bidder's location prior to award of the contract. Visit shall be scheduled through bidders listed contact.

E. INSTRUCTIONS TO SUPPLIER

- E.1 Destruction facility shall provide access to OSBI to all inspections, quality reports, and notices.
- E.2 Destruction facility shall provide to the OSBI a manifest showing the date of destruction, the signatures of the facilities representatives and the generator, the number of cubic yards of hazardous materials processed for destruction, the manifest document number and any other pertinent information.
- E.3 The destruction facility must be located within the State of Oklahoma. In no instance will delivery of CDS and/or contraband be outside the State of Oklahoma.
- E.4 The destruction facility must have all applicable permits including current certificates/permit numbers from the Oklahoma Department of Environmental Quality and any other applicable local, state, or federal regulatory agencies.
- E.5 The destruction facility must have equipment and tools designed to completely destroy CDS and other contraband material. The shredder must be capable of rendering firearms and other weapons unusable.
- E.6 The destruction facility must have controlled access to facility as proscribed by the U.S. EPA regulations.
- E.7 The destruction facility must allow OSBI personnel full access to allow for complete observation of the destruction and burial process of the CDS and contraband on the same day it is delivered to the facility. There will be no exception to this condition.

F. CHECKLIST

None

G. OTHER

PROOF OF CURRENT PERMIT FROM THE OKLAHOMA DEPARTMENT OF ENVIRONMENTAL QUALITY

H. PRICE AND COST

- H.1 Prices must be bid based on Cubic Yard prices.
- H.2 Initial Contract is from the July 1, 2015 through June 30, 2016.
- H.3 The OSBI shall have the option to renew this contract for four (4) additional 12-month terms under the same terms and conditions.

OKLAHOMA STATE BUREAU OF INVESTIGATION
DESTRUCTION OF CDS AND CONTRABAND

BIDDER RESPONSE FORM

Solicitation Number: **3080000335**

Due Date: **June 10, 2015 by 1:45 p.m. CST**

Company Name: _____

Address: _____

Contact Person: _____ Phone Number: (____) _____

Monthly Rate

JULY 1, 2015 THROUGH JUNE 30, 2017- \$ _____

JULY 1, 2016 THROUGH JUNE 30, 2017 \$ _____

JULY 1, 2017 THROUGH JUNE 30, 2018 \$ _____

JULY 1, 2018 THROUGH JUNE 30, 2019 \$ _____

JULY 1, 2019 THROUGH JUNE 30, 2020 \$ _____

Signature: _____

Owner or Owner's Authorized Representative

Name/Title: _____

Date: _____