



Solicitation #: 3400001476

Solicitation Issue Date: 01/31/2017

Brief Description of Requirement:

Infant Sleep Sack OR APPROVED EQUIVALENT, WEARABLE BLANKET

Questions regarding this solicitation are due no later than February 8, 2017, 3:00PM CST. Questions must be in writing and emailed to donnad@health.ok.gov. Questions received after this date may not be answered.

Response Due Date¹: 02/17/2017

Time:³00PM

CST/~~CDT~~

Issued By and RETURN SEALED BID TO²:

Agency Name: Oklahoma State Dept of Health

- U.S. Postal Delivery: 1000 NE 10th St., OKC, OK 73117
- Carrier Delivery: Same

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

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

1. Shipping Location: Same

2. Contracting Officer:

Name: Donna Dodson
 Phone: 405-271-4042
 Email: donnad@health.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 #** 3400001476

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/fagbussales.html>
² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/fags.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 #: 3400001476

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

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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 Oklahoma State Department of Health 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 Central Purchasing Division 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 Central Purchasing Division.
- A.3.3. It is the Bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division 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 Central Purchasing Division 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 Oklahoma State Department of Health, 1000 NE 10th St., Oklahoma City, Oklahoma, 73117 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

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

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

A.8. Late Bids

Bids received by the Central Purchasing Division 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 Central Purchasing Division, 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 Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

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

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13 Negotiations

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division 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.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The 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.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Oklahoma State Department of Health..

A.18. Invoicing and Payment

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. 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.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful 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.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Oklahoma State Department of Health. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful 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 Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

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

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

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

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Delivery

- B.1.1.** F.O.B. destination, freight prepaid. Please see Section A.17.1.
- B.1.2.** Notice for Delivery Company: There is a 92" maximum height limit for all deliveries to the Off-Site Warehouse located at 7725 W. Reno Avenue, Ste. 350, Oklahoma City, OK 73127
- B.1.3.** Shipment will only be accepted Monday through Thursday from 8:00 AM to 4:00 PM CST/CDT
- B.1.4.** Prior notification of delivery to be made via e-mail to or via telephone (agency contact information will be provided on the purchase order.
- B.1.5.** Purchase order number should appear on all documentation, including but not limited to: packing slips, invoices, bills of lading, correspondence, subject line of emails, envelope addresses and packages. The purchase order number should be visible without the need to open the package. Shipments, invoices and other documentation not properly identified by purchase order number may result in refusal of delivery, delayed payment or other delays in response.

Vendor acknowledges, by receipt of this instrument, document or communication, that any agreement entered into or executed by the parties is subject to the provisions of the Oklahoma Central Purchasing Act, 74 O.S., § 85.1, ET SEQ.

No oral statement, online click wrap amendments, facsimile, mail or other notification issued by vendor shall modify or otherwise effect the terms, conditions, or specifications stated in this purchase order unless accepted in writing by the Oklahoma State Department of Health, Procurement service.

B.2. Bid Opening

Please note no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

C. SOLICITATION SPECIFICATIONS

C.1. Description

C.1.1. Infant sleep sacks must be

C.1.1.1. Sleeveless

C.1.1.2. Gender neutral, solid color, in one of the colors listed. Colors are identified by Federal Standard 595 Color (FED-STD) number:

- Cream, similar to FED-STD number 37925
- Yellow, similar to FED-STD number 33793
- Green, similar to FED-STD number 34585

C.1.1.3. 100% Cotton fabric

C.1.1.4. Flame resistant

C.1.1.5. Machine washable and tumble dry (sample will be tested for this ability)

C.1.1.6. Enclosure: Sleep Sack will have fully enclosed feet with the ability to open for ease of diaper change

C.1.1.7. Generous sack space allowing for leg movement with inverted zipper or equivalent

Acceptable fastening systems include:

- Zipper that pulls down away from baby's chin to feet
- Two-way zipper, from baby's chin to feet or from feet to chin
- Zipper across the bottom of the sleep sack at the feet
- Snaps across the bottom of the sack or from the baby's chin to feet
- Or other approved equivalent

C.1.1.8. Bilingual English/Spanish packaging with safe sleep instructions consistent with current AAP guidelines <http://pediatrics.aappublications.org/content/138/5/e20162938>

C.1.1.9. Sizes:

- Newborn (Birth to 3 months or approximately 6 to 12 LBS)
- Small (Birth to 6 months or approximately 10 to 18 LBS)

C.1.1.10. Zero to low recall rate according to CPSC (Consumer Product Safety Commission)

C.1.2. Embroidery: "Preparing for a Lifetime, It's Everyone's Responsibility"

C.1.2.1. Multi-color graphic element embroidered on right side, near the bottom of the garment. Logo attached.

C.1.2.2. Logo is 3 inches wide by 1 3/4 inches tall.

D. EVALUATION

D.1. Best Value

Proposals will be evaluated on the “best value” determination in accordance with Title 74, §85. The best value criteria for this proposal is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:

D.1.1. Cost per Unit

D.1.2. Specifications (Section C.1)

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

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, proposals 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 State 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.

E.2. Bid Response Package

E.2.1. OMES Form CP-076

E.2.2 OMES Form CP-004

E.2.3 Infant sleep sack

E.2.3.1. Sleeveless

Product meets specifications? Yes_____ No_____. If no, please provide explanation _____

E.2.3.2 Gender neutral, solid color, in one of the colors listed. Colors are identified by Federal Standard 595 Color (FED-STD) number:

- Cream, similar to FED-STD number 37925
- Yellow, similar to FED-STD number 33793
- Green, similar to FED-STD number 34585

Product meets specifications? Yes_____ No_____. If no, please provide explanation _____

E.2.3.3. 100% Cotton fabric

Product meets specifications? Yes_____ No_____. If no, please provide explanation _____

E.2.3.4. Flame resistant

Product meets specifications? Yes_____ No_____. If no, please provide explanation _____

E.2.3.5. Machine washable and tumble dry (samples will be tested for this ability)

Product meets specifications? Yes_____ No_____. If no, please provide explanation _____

E.2.3.6. Enclosure: Sleep Sack will have fully enclosed feet with the ability to open for ease of diaper change

Product meets specifications? Yes _____ No _____. If no, please provide explanation _____

E.2.3.7. Generous sack space allowing for leg movement with inverted zipper or equivalent
Acceptable fastening systems include:

- Zipper that pulls down away from baby's chin to feet
- Two-way zipper, from baby's chin to feet or from feet to chin
- Zipper across the bottom of the sleep sack at the feet
- Snaps across the bottom of the sack or from the baby's chin to feet
- Or other approved equivalent

Product meets specifications? Yes _____ No _____. If no, please provide explanation _____

E.2.3.8. Bilingual English/Spanish packaging with safe sleep instructions consistent with current AAP guidelines <http://pediatrics.aappublications.org/content/138/5/e20162938>

Product meets specifications? Yes _____ No _____. If no, please provide explanation _____

E.2.3.9. Sizes:

- Newborn (Birth to 3 months or approximately 6 to 12 LBS)
- Small (Birth to 6 months or approximately 10 to 18 LBS)

Product meets specifications? Yes _____ No _____. If no, please provide explanation _____

E.2.3.10. Zero to low recall rate according to CPSC (Consumer Product Safety Commission)

Product meets specifications? Yes _____ No _____. If no, please provide explanation _____

E.2.3.11. Embroidery: "Preparing for a Lifetime, It's Everyone's Responsibility"

- Multi-color graphic element embroidered on right side, near the bottom of the garment. Logo attached.
- Logo is 3 inches wide by 1 3/4 inches tall.

Product meets specifications? Yes _____ No _____. If no, please provide explanation _____

E.2.4. Draft Invoice

The State of Oklahoma is working to streamline the process of payment to vendors and to reduce the timeframe of payment. When submitting your response, please also include a "Draft Invoice" (that is like your original invoices) with the item(s) and pricing. Please make sure that it is marked as "Draft Invoice". The intent of this is to match our purchase orders to an invoice whenever possible. Please note that if your company is awarded and issued a purchase order you will still need to submit a proper invoice after the purchase order has been issued and you have provided the item(s) to the agency. Also, please be sure and put in bold letters **THIS IS NOT A BILL** in addition to marking it as a **Draft Invoice**.

E.2.5. Samples

A sample of each product size (in one of the colors requested) and a sample of embroidery type are to be included with the vendor submission for inspection, testing and approval.

E.2.5.1. In addition to the product samples, submit a 4 inch x 4 inch swatch of the other colors requested in Section C.1.1.2, if more than one option is available.

E.2.5.2. Bilingual English/Spanish packaging with safe sleep instructions consistent with current AAP guidelines are to be included as a part of the sample.

E.2.5.3. The vendor shall pay costs for the samples and submission. Samples will not be returned

E.2.5.4. The samples submitted shall represent the quality of the whole.

E.2.5.5. Both sizes, Newborn and Small as defined in Section C.1.1.9, will be awarded in the same color.

E.2.5.6. FAILURE TO SUBMIT REQUESTED SAMPLES MAY DEEM PROPOSAL AS NON-RESPONSIVE.

E.2.5.7 Samples submitted: Yes _____ No _____

E.2.6. COST

(See Section H)

E.3. Submission/Copies

E.3.1. Vendors are to submit two (2) hard copies of their completed response, to include the required completed and signed forms.

E.3.2. Faxed or emailed responses will not be accepted.

E.4. Questions

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than February 8, 2017 at 3:00 p.m. Central Daylight Time. Questions are to be emailed to donnad@health.ok.gov. Questions received after this date may not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, vendors will be notified the amendment is on our website. Any communication regarding this ITB must be sent to the Contracting Officer listed above. Contacting any other agency personnel may result in your proposal being deemed as non-responsive. Please be sure to reference the ITB number when emailing questions.

F. OTHER

None

G. OTHER

None

H. PRICE AND COST

H.1. SIZE: Newborn (birth to 3 months or approximately 6 to 12 LBS)

PRICE PER UNIT _____

BRAND NAME/NUMBER: _____

MANUFACTURER: _____

H.2. SIZE: Small (Birth to 6 months or approximately 10 to 18 LBS)

PRICE PER UNIT _____

BRAND NAME/NUMBER: _____

MANUFACTURER: _____

DELIVERY SCHEDULE:

Order to be delivered in two (2) or less shipments

50% to be delivered by April 1, 2017

50% to be delivered by June 1, 2017

The OSDH has \$50,000.00 budgeted for this purchase (estimated quantities of 5000 Newborn and 2000 Small).

Preparing
 **for a**
Lifetime
It's Everyone's Responsibility