

**Oklahoma Department of Environmental Quality**  
**Invitation to Bid Terms and Conditions**

1. Sealed bids shall be opened by the Department of Environmental Quality, Administrative Services, at the **Department of Environmental Quality, 707 N. Robinson, Oklahoma City, Oklahoma, 73102** at the time and date shown on page one (1) of the invitation to bid. Please check in at the 1<sup>st</sup> floor purchasing/shipping and receiving room.
2. Bids and any bid amendments thereto shall be submitted in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package or container. **BID NUMBER AND BID OPENING DATE MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.**
3. Bidders shall acknowledge receipt of any/all amendment(s) to bids by signing and returning the bid amendment(s). Amendment acknowledgement(s) may be submitted with the bid reply or may be forwarded separately. If forwarded separately, amendment(s) must contain the bid number and opening date on the front of the envelope. The Department of Environmental Quality must receive the amendment acknowledgement(s) by the opening time and date specified for receipt of bids for bid to be deemed responsive. Failure to acknowledge bid amendments shall be grounds for rejection.
4. Bids received after the opening time and date shall be deemed non-responsive and shall **NOT** be considered for any resultant award.
5. This form must be made out in the name of the bidder and must be properly executed by an authorized person, signed in ink, and notarized with full knowledge and acceptance of all its provisions.
6. Submitted bids are rendered as a legal offer. Any bid, when accepted by the Department of Environmental Quality, shall constitute a firm contract.
7. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted on the approved form. All bids, quotations and contracts shall be typewritten or written in ink. Any corrections to this instrument shall be initialed in ink.
8. Penciled bids shall **NOT** be accepted and be rejected as non-responsive. Penciled corrections shall **NOT** be accepted and shall be grounds for rejection as non-responsive.
9. Bidder guarantees unit prices to be correct.
10. Firm prices shall be F.O.B. Destination. The bidder shall prepay all packaging, handling, shipping, and delivery charges.
11. Purchases by the State of Oklahoma are not subject to any sales tax or Federal excise tax. Tax exemption certificates shall be furnished upon request.
12. In accordance with Title 74, Section 85.40, **ALL** travel expenses to be incurred by the vendor that are part of a service contract shall be included in the total bid price/contract amount.
13. All bids submitted shall be subject to the Central Purchasing Act, Central Purchasing Rules and other Statutory Regulations as applicable, these General and Special Conditions, bid specifications, and all other terms and conditions listed or attached herein-all of which are made a part of this invitation to bid.
14. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the bid and/or the resultant contract. All modifications to the bid/contract shall be made in writing by the Department of Environmental Quality.
15. The State reserves the right to reject any bid that does not comply with the requirements and specifications of the bid. **A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the State.**
16. Clarification pertaining to the contents of this bid shall be directed in writing to the Department of Environmental Quality, Certified Procurement Officer.
17. Contracts resulting from this bid may be awarded on an **ALL OR NONE** basis, by individual item or grouped items, whichever is deemed to be in the best interest of the State of Oklahoma. Contract awards will be made to the lowest and the best bidder unless the bid specifies that best value criteria are being used. Contract award decisions are further subject to any additional terms and conditions contained in the bid.
18. Contractor shall be required to deliver merchandise as bid. The Department of Environmental Quality's Certified Procurement Officer shall approve any deviations or product/service changes in writing. Substitutions/changes made without the Certified Procurement Officer's approval may be grounds for punitive remedies.
19. Certification number must accompany preference claimed under the Minority Business Assistance Program. Failure to provide such information in the bid reply shall be grounds for disallowing any preference claimed.

**Oklahoma Department of Environmental Quality  
Invitation to Bid Terms and Conditions**

20. Preference shall be given to suppliers of recycled paper products if the quality and grade requirements are met. Contract awards on recycled paper products will be made to the bidder whose paper product contains the greater percentage of recoverable waste paper if grade, quality and price are otherwise equal.
21. Bids on reproduction equipment must state their compatibility requirements as they relate to the use of recycled paper.
22. HB 1593 requires the verification that a vendor to which a contract is to be awarded has obtained a sales tax permit from the Oklahoma Tax Commission pursuant to 68 O.S. Section 1364. Bids shall contain the Oklahoma Sales Tax Permit number with the expiration date.
23. Bids shall include the Contract of Non-Collusion Affidavit signed and notarized. This form can be accessed from the Forms area of the ODEQ website Bid section.
24. **Manufacturers' Name and Approval Equivalents:** Any manufacturer's names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any items(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidders shall submit with their proposal, sketches, and descriptive literature, and/or complete specifications. 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 which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.
25. **Audit and Records Clause:** (a) As used in this clause, "records" includes books, documents, accounting procedure 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 agrees any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of three 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 three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
26. Questions pertaining to any BID need to be directed to Elaine Taylor 405-702-1116 or Karen Rumsey 405-702-1168. Questions can also be faxed to 405-702-1186. All questions will be answered and posted on our website in the Bid section.

**DEQ's BIDS: Are available to download from DEQ's website <http://www.deq.state.ok.us/>, all related documents will be available from the website.**