



Solicitation Cover Page

1. Solicitation #: 0250000309

2. Solicitation Issue Date: May 29, 2019

3. Brief Description of Requirement:

The Office of Management and Enterprise Services on behalf of the Oklahoma Military Department is issuing this solicitation for a vendor to provide ground maintenance and landscaping services for the Camp Gruber Training Site.

Solicitation Notice: Please note that on a Request for Proposal (RFP), 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.

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **June 5, 2019 at 3:00 p.m. Central Standard Time**. Questions are to be emailed to **Shanica.Burdex@omes.ok.gov**. Questions received after this date will 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.

4. Response Due Date¹: June 18, 2019

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address: 5005 N Lincoln Blvd., Ste. 300

Oklahoma City, OK 73105

Common Carrier Delivery Address: 5005 N Lincoln Blvd., Ste. 300

Oklahoma City, OK 73105

Electronic Submission Address: N/A

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

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

7. Contracting Officer:

Name: Shanica Burdex

Phone: 405-522-8404

Email: Shanica.Burdex@omes.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



Responding Bidder Information

*"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.*

1. RE: Solicitation # 0250000309

2. Bidder General Information:

FEI / SSN : _____ Supplier 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:

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. Registration with the Oklahoma Secretary of State:

☐ 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.

☐ YES – Include with the bid a certificate of insurance.

☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

☐ NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature

Date

Printed Name

Title



**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.

Agency Name: Oklahoma Military Department Agency Number: 025

Solicitation or Purchase Order #: 0250000309

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 an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "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.1.6. "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 Central Purchasing Division 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 Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 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 the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. 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 Addendum, signed by the State Purchasing Director and the supplier.
- 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 Addendums, 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 supplier(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 Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

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 supplier(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 Central Purchasing Division. 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 supplier(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. CONTRACT PERIOD

- B.1.1.** Contract period will be from July 1, 2019 to June 30, 2020 with option to renew for up to two (2) additional one (1) year periods to run consecutively beginning July 1st and ending June 30th of each year.
- B.1.2.** This contract will be in force until expiration date or until thirty (30) days' notice has been given to the State of Oklahoma of its desire to terminate the contract. After the first six months of the contract the contractor may cancel with thirty (30) days written notice.
- B.1.3.** Immediate cancellation will be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause or when conditions preclude the thirty day notice.

B.2. Extension of Contract

The State, at its sole option, may extend the term of this contract up to ninety (90) days if mutually agreed upon in writing by both parties at the same terms and conditions.

B.3. Indefinite Quantity

This contract is for an indefinite quantity and the State may, or may not buy the quantity mentioned in the contract.

B.4. Definitions

- B.4.1.** CGTC means, Camp Gruber Training Center
- B.4.2.** DOD means, Department of Defense
- B.4.3.** OKARNG means Oklahoma Army National Guard.
- B.4.4.** NFPA means National Fire Protection Association
- B.4.5.** UL means Underwriters Laboratories
- B.4.6.** ANSI means American national Standards Institute
- B.4.7.** OSHA means Occupational Safety and Health Administration

B.5. Security Requirements

Suppliers and visitors to Camp Gruber Training Site are required to have a US Government issued identification card in their possession at all times and produce it upon demand as a means of personal identification. Installation access control (IAC) personnel will inspect for valid military, DOD, civilian dependent, or supplier identification of all persons attempting access onto the Installation. Persons with valid identification, purpose and scope will be allowed access to the installation, subject to restrictions imposed for current Force Protection Threat Condition Measures. All vehicles and persons entering OKARNG facilities are subject to search. Signs indicating this authority are posted at all major entrances to all major OKARNG facilities. Civilians attempting to enter the installation may refuse to be searched. Civilians refusing to be searched WILL BE DENIED ENTRANCE to the installation. OKARNG reserves the right to search all persons and vehicles exiting the installation, regardless of consent to search.

B.6. Supplier Employees

All persons employed to perform these services are to be employees of the supplier, well-trained in landscape maintenance, in the operation of mechanical equipment, and other services required of this contract. The supplier will provide a sufficient number of employees to perform the required services efficiently and in a manner satisfactory to the Oklahoma Military Department. No person will be allowed on the property who is not directly involved in the performance of the grounds keeping services. If the Project Manager notifies the supplier in writing that any person employed on this contract is incompetent, disorderly, or otherwise unsatisfactory, such person are not to be employed again in the execution of this contract without the written consent from the Oklahoma Military Department.

B.7. Nondiscrimination And Workplace Safety

The supplier agrees to abide by all federal, state, and local laws, rules, and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules, or regulations may result in termination of this contract.

B.8. Environmental Protection

The supplier are to abide by all federal, state, and local laws, rules, and regulations regarding the protection of the environment. In accordance with reporting requirements, the supplier are to disclose any environmental violations caused in the performance of this work to the Oklahoma Military Department and applicable governmental agency. Any required Safety Data Sheets will be maintained in a binder on site and are to be available for review by the Oklahoma Military Department at all times. Chemicals are to be stored in the proper manner required by law. A violation of applicable laws, rules, or regulations may result in termination of this contract. Please see Appendix E for further environmental requirements.

B.9. Equipment And Supplies

All equipment and supplies required to carry out operations within the scope of this contract are to be provided by the supplier. Equipment must be maintained in good operating condition and must conform to NFPA, UL, ANSI, OSHA, and any other safety standards in effect at the time of use.

B.10. Background Checks

The supplier are required to verify that criminal background checks have been conducted on all individuals working on or having access to the premises prior to start of employment. Any prospective employee convicted of a felony or any type of misdemeanor involving money, fraud, or deceit within ten (10) years prior to the prospective start date of employment will not be allowed to perform services at CGTC. Verification of employee background checks are to be provided to the Project Manager.

B.10.1. Affairs of the Oklahoma Military Department

B.10.1.1. Supplier agrees that any information received by supplier or his/her employees during the course of the work specified in this agreement which concerns the personal, financial, or other affairs of the Oklahoma Military Department, the United States Army Reserve and its employees are to be kept in full confidence and are to not be revealed to any other person, firm, organization, or other entity.

B.10.2. Unauthorized Persons

B.10.2.1. No unauthorized person or persons are to accompany supplier's personnel while conducting work under this contract.

B.11. Day-To-Day Operations

Day-to-day operating problems encountered are to be worked out with Camp Gruber Training Center Facility Manager. If problems cannot be resolved at this level, the problems are to be addressed to the Project Manager. It should be noted that the Facility Managers or personnel occupying the building cannot change, delete, add to, or alter the contract requirements. All changes must be processed through the Project Manager and finalized by written Change Order to the contract.

B.12. Invoicing

B.12.1. General Requirements. Original invoices are to be submitted for services performed. Invoices will be paid in arrears after services have been performed. Payment terms are net 45 days.

B.12.2. Mailing Invoices. All invoices are to be mailed to the following address:

Camp Gruber Training Center
P.O. Box 29
Braggs, OK 74423

B.12.3. Electronic-Mail (e-mail) Invoices. All invoices are to also be e-mailed to personnel. The personnel will be disclosed upon award.

B.12.4. Required items. All invoices are to include the following items:

B.12.4.1. Purchase order number.

B.12.4.2. Complete remittance address.

B.12.4.3. Building/facility where work was performed.

B.12.4.4. Blocks completed/billed hours per block.

B.12.4.5. Date(s) work was performed.

B.12.4.6. Services performed.

B.12.4.7. Services billed hours (area of services performed and services billed hours must contain block number where services were completed).

B.12.4.8. Itemized materials list supplier used for job completion.

B.12.4.9. Include Department of Defense (DD) Forms 1532 and 1532-1 with each invoice. (Add note if pesticides are used.)

B.13. Correspondence

Please reference the purchase order number on all correspondence.

C. SOLICITATION SPECIFICATIONS

C.1. Scope of Services

C.1.1. This solicitation is to find a supplier to provide grounds maintenance and landscaping services at Camp Gruber Training Center. The supplier is to provide all personnel, equipment, tools, supervision, and other items and services necessary to ensure that grounds maintenance and landscaping services are performed at Camp Gruber Training Center (herein after "CGTC") in a manner that will maintain healthy grass, trees, shrubs, and plants and present at clean, neat, and professional appearance. Supplier are to become familiar with all details of the work and field verifies all dimensions and specifications prior to bidding and starting the work.

C.1.1.1. Location: Camp Gruber Training Site
327 Central Europe Road
Briggs, OK 74423-0029

C.2. Maintain Improved Grounds

The grass is to be cut in the areas of improved grounds as indicated in Appendix C. Grass clippings are to be removed or mulched when visible after mowing. Supplier are to maintain the growth of grass height on improved grounds between one (1) to four (4) inches depending on the type of grass. The height is a guideline for a neat and professional appearance. All improved grounds are to look well-manicured at all times.

C.3. Edging

Sidewalks, driveways, curbs, and other concrete or asphalt edges located in the improved grounds areas are to be edged at least every other mowing. Areas that required edging are shown in Appendix C. Edging are to include removal vegetation from cracks in sidewalks, driveways, curbs within .5 inch of the edged surface and to a depth of 2.0 inches.

C.4. Trimming

Grass and weeds are to be trimmed around trees, shrubs, buildings, fences, poles, posts, fire hydrants, parking lot bumper blocks, boulders, and other fixed obstacles. Trimming height are to match surrounding area grass heights. This task involves all improved grounds as shown in Appendix C. All areas are to be trimmed concurrent with mowing. Damage to trees and shrubs from trimming are to be repaired by the supplier. If a plant should die or become unhealthy due to damage, the supplier will be responsible for replacing the damaged plant with a plant of same size and type. Plant replacement are to occur within fifteen (15) days of noticed damage.

C.5. Remove Debris and Police Grounds

The supplier is to perform general litter patrol in all areas identified in Appendix C. Responsibilities are to include, but not be limited to, the removal and disposal of all natural debris, (tree limbs, dry brush, rodent habitats, dead animals, etc.), and man-made debris. Supplier are to police areas once per month. During the fall months, fallen leaves are to be removed monthly from those areas indicated in Appendix C. At other times leaves are to be removed as necessary. Dispose of all debris at an off-facility location in accordance with existing local, state, and federal regulations.

C.6. Service Delivery

C.6.1. Performance objectives: The supplier service requirements are summarized into performance objectives that relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable levels of service required for each requirement. These thresholds are critical to mission success.

C.6.1.1. Grass Height and Sod: Grass is maintained within proper height for its area. Sod does not need to be replaced. Sod is healthy and looks well maintained.

C.6.1.2. Trash and Litter: Grounds are free of trash and litter.

C.6.1.3. Customer Complaints: Customer complaints are not to exceed two (2) per month.

C.7. Government-Furnished Property and Services

C.7.1. Water: Water is available from outside spigots.

C.7.2. Electric Service: Electrical service is available from outside electrical outlets (120V).

C.8. General Information

C.8.1. Quality Control Plan: The supplier are to develop, submit for approval, and maintain a quality Control Plan to ensure grounds maintenance services are performed in accordance with established standards of Professional Grounds Management Society, National Arborist Association, American Society of Landscape Architects, and the local county extension office. The supplier are to develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. As a minimum, the supplier are to develop quality control procedures addressing the areas identified in paragraph 2, Service Delivery.

C.8.2. Quality Assurance: The government will periodically evaluate the supplier's performance.

C.9. Hours of Operation

Camp Gruber Training Center is open 0630-1700, Monday through Friday. Supplier services will be performed during these hours. Work cannot be performed outside these hours without pre approval in writing from the Project Manager on a case by case basis. All work being done in areas of ranges must have pre approval from Range control and have a work schedule on file with Project Manager and Range Control.

D. EVALUATION

D.1. LOWEST AND BEST

Per Section A.15.2 this bid will be awarded to the lowest and best bidder.

E. INSTRUCTIONS TO BIDDER

E.1. INTRODUCTION

- E.1.1.** 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, 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 are to 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. RESPONSE SUBMISSION AND COPIES

- E.2.1.** Bidders are to submit two (2) electronic copies of their completed response, to include scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a thumb drive/flash drive/USB drive.
- E.2.2.** Faxed or emailed responses will not be accepted. Original hard copies are not required or preferred. This overrides hard copy submittal requirements of A.2.4.

F. CHECKLIST

Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list and it is the Prospective Supplier's responsibility to ensure that they submit all required and requested documentation:

- F.1.1.** OMES Form CP 076 – Responding Prospective Supplier Information
- F.1.2.** OMES Form CP 004 – Certification for Competitive Bid and/or Contract
- F.1.3.** OMES-Form-CP-011 (Any Amendments, if applicable)
- F.1.4.** Attachment A – Solicitation Request Price Sheet
- F.1.5.** Attachment B – Estimated Workload Data
- F.1.6.** Attachment C – Maps and/or Site Plans
- F.1.7.** Attachment D – Government Furnished Property/Services/Equipment
- F.1.8.** Attachment E – DD Forms 1532 and 1532-1
- F.1.9.** Attachment F - Vendor Payee Form, if applicable
- F.1.10.** Two (2) electronic copies of bid response. (E.2.1)

G. OTHER

G.1. QUESTIONS

- G.1.1.** All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **June 5, 2019 at 3:00 PM Central Daylight Time**. Questions are to be emailed to Shanica.Burdex@omes.ok.gov. Questions received after this date will 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, suppliers will be notified the amendment is on our website. Please be sure to reference the solicitation number when emailing questions.
- G.1.2.** Any communication regarding this solicitation must be sent to the Contracting Officer listed above. Failure to do so (contacting the agency directly), may result in your proposal being deemed as non-responsive.

G.2. ATTACHMENTS

- G.2.1.** Attachment A – Solicitation Request Price Sheet
- G.2.2.** Attachment B – Estimated Workload Data
- G.2.3.** Attachment C – Maps and/or Site Plans

- G.2.4.** Attachment D – Government Furnished Property/Services/Equipment
- G.2.5.** Attachment E – DD Forms 1532 and 1532-1
- G.2.1.** Attachment F – Vendor Payee Form, if applicable. The Vendor Payee form is provided for the responding supplier that is a new, non-registered payee. OMES Vendor Management requires the information in the attached form before payments can be made to the supplier.

H. PRICE AND COST

Pricing must be submitted using Attachment A – Solicitation Request Price Sheet.



SOLICITATION REQUEST

☐ Request for Quote

☐ Request for Proposal

☐ Request for Bid

Dispatch via Print

Oklahoma Military Department
 OKLAHOMA MILITARY DEPARTMENT
 OKSRM
 3515 MILITARY CIRCLE
 OKLAHOMA CITY OK 73111-4398

Supplier: NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Request Quote ID.	Date	Buyer	Page
0250000309	04/11/2019	Shanica Burdex	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	05/21/2019 03:18 PM	06/18/2019 03:00 PM	
Requisition Number Reference: From Req ID - 0250002130			

Ship To: CAMP GRUBER TRAINING SITE
 327 CENTRAL EUROPE ROAD
 BRAGGS OK 74423-0029

Bill To: OKLAHOMA MILITARY DEPARTMENT
 OKSRM
 3515 MILITARY CIRCLE
 OKLAHOMA CITY OK 73111-4398

				Supplier Responses	
Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	72102905 / BID: Grounds Maint & Landscaping	1	JA		

Renewal Option# 1
 07/01/2020 - 06/30/2021 \$ _____

Renewal Option #2
 07/01/2021 - 06/30/2022 \$ _____

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

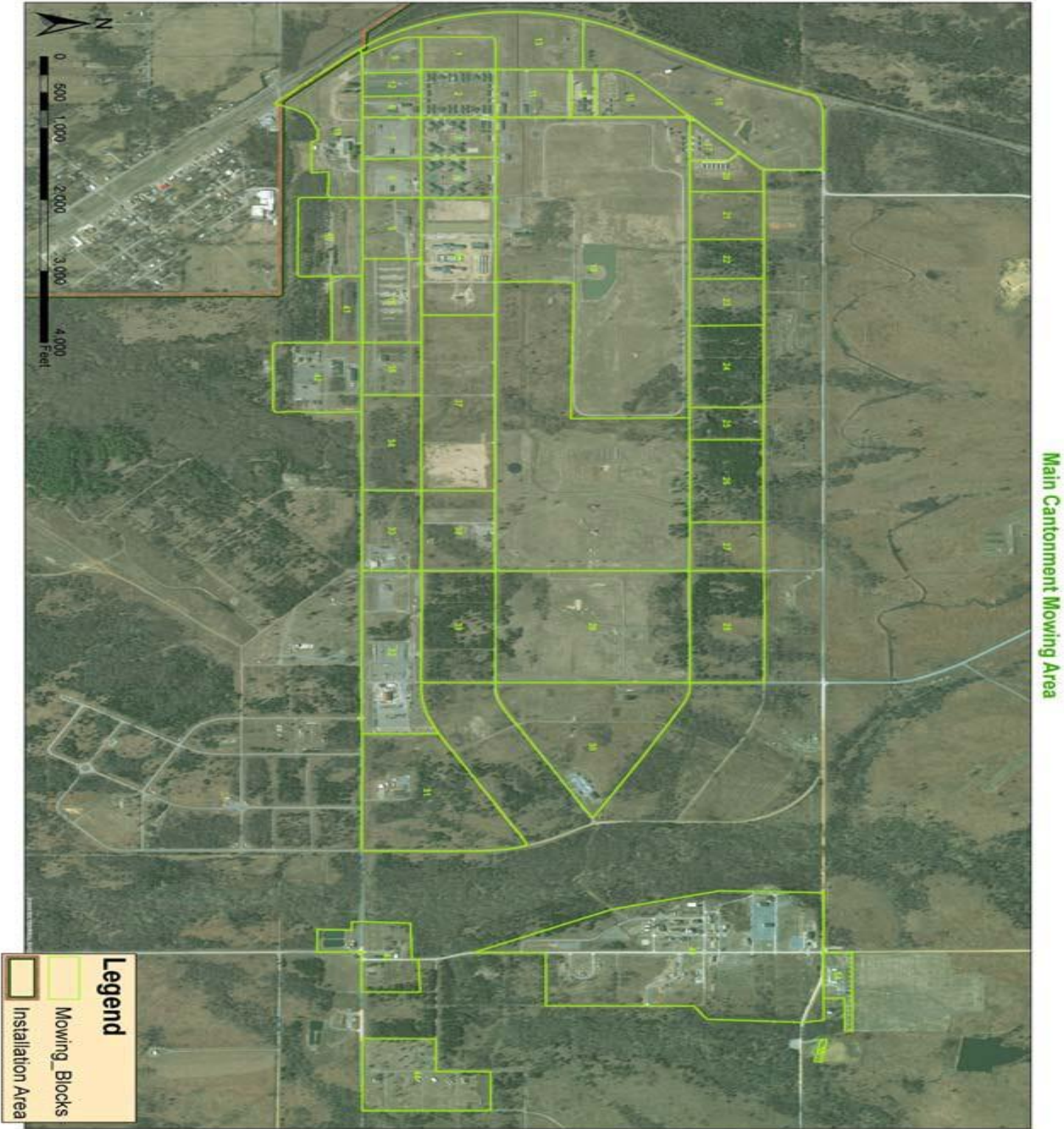
APPENDIX B

Estimated Workload Data

Item	Name	Estimated Quantity	
1	Improved Grounds	404	Acres
2	Edging	39,640	Linear Feet
3	Trimming	153,120+	Linear Feet
4	Police Grounds	700	Acres

APPENDIX C
Maps and/or Site Plans

Map 1 - Main Cantonment Mowing Area:



Blocks 19, 13, 15: Area along fence east of Highway 10 from Braggs to Sicily Gate (1.4 miles) to be maintained 10 feet on both sides of fence; maintain the area of 3 gates from gate to Highway 10 and 100 feet north and south of gate.

Blocks 13, 15: Area east of Anzio Gate to 3rd Street to be maintained 200 feet north and south of Anzio Road.

Blocks 1, 5, 13, 15: Area along and west of 3rd Street to be maintained 40 feet wide along 3rd Street to Sicily Road.

Block 19: All area to be maintained not to include area inside the Facilities Engineering compound fence.

Blocks 2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 14, 16, 17, 43, 44, 45, 54, 55: All areas to be maintained in these blocks.

Block 18: All areas of existing improved grounds around south side of pond, around all buildings, Evac Helicopter pad and along 4th Street east to running track.

Block 20: All areas of existing improved grounds in this block.

Block 30: All areas of existing improved grounds around Live Fire Shoot House. Contractor must schedule work in this area with Range Operations.

Block 31: All areas of existing improved grounds around and outside of compound.

Block 32: All areas of existing improved grounds around and outside of compound of the Unit Training Equipment Site (UTES) area and around the Fuel Point.

Block 33: All areas of existing improved grounds around and outside of compound of the UTES Annex and Water Point.

Block 35: All areas of existing improved grounds in this block.

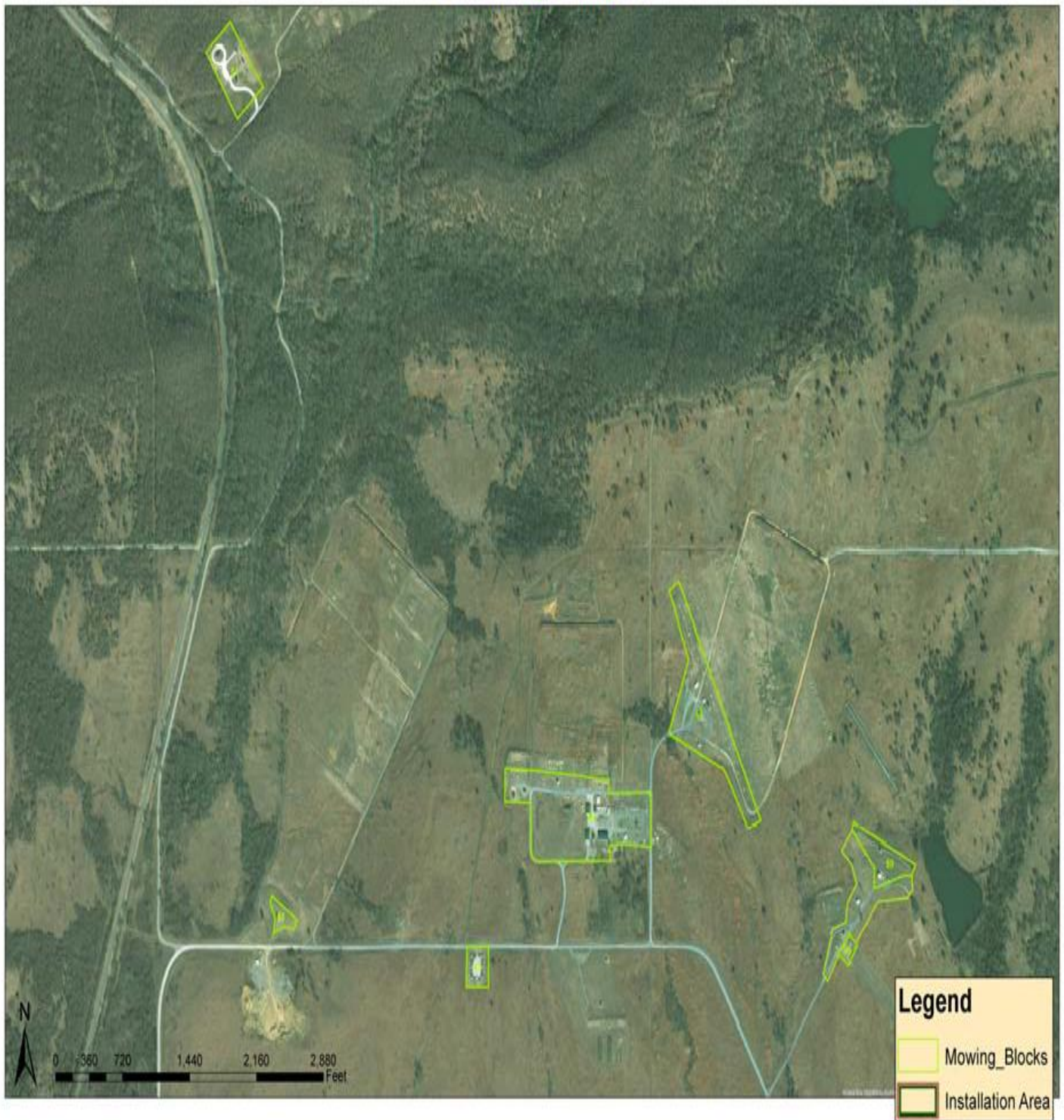
Block 36: All areas of existing improved grounds around and outside of compound.

Block 38: All areas of existing improved grounds around and outside of compound of Building 740.

Block 42: All areas of existing improved grounds around and not to include the inside of the three (3) compounds.

Map 2 – Northern Range Mowing Area:

Northern Range Mowing Area



Blocks 46, 47, 48, 49, 50, 51, 54: All areas of existing improved grounds around Ranges out to the firing line not to include the inside of any compounds. Contractor must schedule work in these areas with Range Operations.

Map 3 – Greenleaf Lodge Mowing Area:

Greenleaf Lodge Mowing Area



Blocks 52 and 53: All areas of existing improved grounds

Policing Grounds

Map 1 – Main Cantonment Mowing Area:

Blocks 1-20, 43-45, 54 and 55.

Map 2 – Northern Range Mowing Area:

All Blocks

Map 3 – Greenleaf Lodge Mowing Area:

All Blocks

APPENDIX D
Government-furnished Property, Services, and Equipment

1. Potable Water from outside spigots.
2. Electrical Service from outside electrical outlets (120V).

APPENDIX E
DD Forms 1532 and 1532-1

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BUILDING/AREA					SIZE	TYPE OF CONSTRUCTION	USE DESIGNATION				Labor Time	Applicator Initials
Date	Units Served	Work Origin	Unit of Measure	Target Pest	Control Operation	If Pesticide is Used						
						Name	EPA Reg	% Conc	Amount			

Form Approved. OMB No. 0704-0188 REPORT CONTROL SYMBOL: PEST MANAGEMENT MAINTENANCE RECORD

The public reporting burden for this collection of information is estimated to average 4 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Service Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ORGANIZATION.

MEASUREMENT UNITS
 MSF - 1,000 square feet LFF - Linear feet
 MCF - 1,000 cubic feet AC - Acres

ORIGIN OF WORK
 SW - Scheduled work SC - Service or trouble call
 WR - Work request R - Routine inspection

TYPE OF CONSTRUCTION
 CO - Concrete BV - Brick veneer WO - Wood
 BL - Block ST - Steel, sheet metal OT - Other

DD FORM 1532-1, AUG 96 Adobe Professional 7.0



Vendor/Payee Form

Agency: OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

DO NOT use this form for:

- **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency MUST first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

AGENCY SECTION (To be completed by state agency representative):

State agency representative should provide form to payee for completion of the vendor section shown below. Upon receipt of the completed form the agency should enter request instructions below. Please email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

Agency Name	Oklahoma Military Department	Contact Name	
Phone #		Fax #	
Agency Request To – Please select all applicable request types			
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID	
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address #	PeopleSoft Location #
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location #
<input type="checkbox"/> Other	Explain		
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:		
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 - Other Income
<input type="checkbox"/> Remove:	<input checked="" type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney		

VENDOR/PAYEE SECTION (To be completed by vendor/payee)

Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.				
Name			Contact Name	
Payee Legal Name for Business, Individual or Government Entity as filed with IRS			Contact Title	
DBA Name			Phone #	
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name			Fax #	
Tax Identification Number (TIN) and Type:		<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)		
Business Address – Please provide primary business address as filed with the U.S. Internal Revenue Service				
Address			City	
State		Zip+4	Remittance Email	
Optional Addresses – Please select address type as applicable				
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing	<input type="checkbox"/> Returning
	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:		
Address			City	
State		Zip+4	Remittance Email	
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.				
Name			Title	
			Email	

W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

☐ Domestic (U.S.) Sole Proprietor or Individual ☐ Domestic (U.S.) Partnership ☐ Domestic (U.S.) Corporation Type: _____

☐ Limited Liability Company Type: _____

LLC Disregarded Entity: ☐ YES ☐ NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

☐ Domestic (U.S.) Other Explain: _____

☐ Foreign (Non-U.S.) Sole Proprietor or Individual* ☐ Foreign (Non-U.S.) Partnership* ☐ Foreign (Non-U.S.) Type: _____

☐ Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS:*** ADDITIONAL DOCUMENTATION IS REQUIRED.**

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/iw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>
- **Form W-8BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income		
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories </td> <td style="width: 50%; vertical-align: top;"> 515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS) </td> </tr> </table>			515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)
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<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management 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<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney				