



1. Solicitation #: SW0215

2. Solicitation Issue Date: 08/02/2019

3. Brief Description of Requirement:

State wide contract for Airline Travel. YCA, CA, and Economy (Non-Refundable) Government Fares.

This RFP is for Airfare and does not include travel agent services.

Question Deadline: August 29, 2019

4. Response Due Date¹: 10/03/2019

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

U.S. Postal Delivery Address: 5005 N Lincoln Blvd

and/or Suite 300

Common Carrier Delivery Address: Oklahoma City, OK 73105

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

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

7. Contracting Officer:

Name: Lisa Bradley

Phone: 405-522-4480

Email: Lisa.Bradley@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



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

1. RE: Solicitation # SW0215 - Airfare

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: ALL Agency Number: _____

Solicitation or Purchase Order #: SW0215 - Airfare

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

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. "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. STANDARD DEFINITIONS

- B.1.1.1. Carrier – For the purpose of this contract, means a supplier that is a business entity submitting a response to this solicitation.
- B.1.1.2. DOT – U.S. Department of Transportation
- B.1.1.3. Mandatory – Use is required
- B.1.1.4. May – Denotes that which is permissible, not mandatory.
- B.1.1.5. OMES – Office of Management and Enterprise Services
- B.1.1.6. Shall or Must – Denotes that which is a mandatory requirement.
- B.1.1.7. Should – Denotes that which is recommended, not mandatory.
- B.1.1.8. State – State of Oklahoma
- B.1.1.9. Successful Carrier - The carrier that is awarded a contract. It is used interchangeably with “awarded carrier” and “contract carrier”.

B.2. CONTRACT SPECIFIC DEFINITIONS

- B.2.1.1. **Airport Code** – The three-letter International Air Transport Association (IATA) code that identifies the specific points of origin and destination airports for each line item
- B.2.1.2. **Airport Pair** – The origin and destination points of a flight. An airport pair has a domestic airport point of origin and a domestic airport point of destination.
- B.2.1.3. **Authorization Letter** – is a letter signed and approved by state entity’s approving official that is used for travel authorization for passengers traveling on official business for State of Oklahoma. There is no specific format on the letter. The letter shall contain, at a minimum, State Entity name, State Entity address, State Entity contact, name of traveler(s), State Entity’s Approving Official name, and signature and approval date.
- B.2.1.4. **Capacity-Controlled Fare (_CA)** – A fare that does not have ticketing time limits, advance purchase requirements, minimum or maximum stay requirements, travel time limits, extended calendar blackouts of more than five consecutive days’ duration, flight-specific service (i.e., where awarded, the _CA fare must apply to all flights in a market), penalty, or change or cancellation fees. A Capacity-Controlled Fare is only restricted by the availability of seats.
- B.2.1.5. **City Code** – The three-letter International Air Transport Association (IATA) code that identifies the cities of origin and destination associated with the solicited market. International line items (markets) are solicited on the basis of city codes, unless noted otherwise.
- B.2.1.6. **City Pair** - the city point of origin and the city point of destination of a flight.
- B.2.1.7. **Connecting Service** – Service between origin and destination points with only one stop and that stop involves changing planes. Compare Nonstop Service and Direct Service.
- B.2.1.8. **Contract Fare** - the State of Oklahoma awarded airfares as it pertains to the travel Program Contract. Contract fares include Unrestricted (YCA), Capacity Controlled (_CA) Economy (_EC).
- B.2.1.9. **Contracted Travel Agency** – The State of Oklahoma awarded travel agency currently named FCM.
- B.2.1.10. **Direct Service** – Service between origin and destination points with only one stop and that stop does not include a change or plane. Compare Nonstop Service and Connecting Service.
- B.2.1.11. **Domestic Route** – A market within the fifty states, the District of Columbia, US Territories, and Possessions. Guam is not considered Domestic for the purposes of this contract.
- B.2.1.12. **Economy Fare** - (EC) – The code is used to identify lowest fare available usually provided with certain restrictions or non-refundable.
- B.2.1.13. **Fuel Surcharge** – A fee for increased fuel costs that carriers have been authorized to impose on awarded fares based on commercial practice and the requirement specified under [B.12.](#)

- B.2.1.14. Full Published Y Fare** – (Also known as the Y, Full Y, Standard Full Y Fare). This fare shall not be used as the market fare from which discounts are offered for the YCA/_CA fares.
- B.2.1.15. International Route** – A market other than specified in the Domestic route.
- B.2.1.16. Last Seat Availability** means as long as there is a coach class seat available on the plane, the Oklahoma State traveler can purchase it.
- B.2.1.17. Market Fare** – (also known as the Full Economy Fare, Lowest Published Y Fare, Lowest Unrestricted Coach Fare, Lowest Logical Unrestricted Economy Fare, the Walk-Up Fare or the Selling Y Fare). The market fare shall be used as the fare from which discounts are offered for the YCA/_CA fares. The codes for the market fare may vary by carrier.
- B.2.1.18. Nonstop Service** – Service between origin and destination points without any stops. Compare Connecting Service and Direct Service.
- B.2.1.19. Purchase Card** – An internationally accepted credit card issued by individual contractor and available to authorized personnel in all of state entities that participate in State Purchase Card Program. **Turboprops** - A propeller driven aircraft that uses a jet turbine engine to turn the propellers rather than a piston engine.
- B.2.1.20. Rebooking** - change in date/time of reservation or other change not requiring ticket reissuance.
- B.2.1.21. Reroute** - a change of routing, fare, carriers, class of service, flight, or date from that originally provided for on the ticket. (Not applicable to open tickets.)
- B.2.1.22. Re-ticketing** - any change to a validated ticket requiring a replacement ticket be issued, including but not limited to the following: upgrade, downgrade, additional coupons, and increase in fare.
- B.2.1.23. Round Trip** - any trip, the ultimate destination of which is the point of origin, and which is made via the same routing in both directions. Reservations for all segments of a trip for tickets issued at round trip fares must be confirmed in the same single-PNR.
- B.2.1.24. Tariff** - The air carrier's tariff contains all its fares, rates, charges, and terms and conditions of carriage. A ticket is proof of payment and only contains some of the information that appears in a tariff. The terms and conditions of carriage are provisions contained in an air carrier's tariff that the carrier applies to all its passengers regardless of the fare paid. Terms and conditions of carriage cover a number of things such as: limits or restrictions on the weight or size of baggage, compensation for lost, delayed or damaged luggage, compensation for denied boarding (bumping), and the carrier's rules concerning the carriage of persons with disabilities or minors.
- B.2.1.25. Unrestricted Coach Fare (YCA)** – This is the lowest full “Y” fare at which every coach seat is available for sale and may be purchased for one way travel. An unrestricted coach fare is fully refundable and not subject to capacity controls, ticketing time limits, advance purchase requirements, minimum or maximum stays requirements, travel time limits, blackout periods or penalty. For purposes of this definition, an administrative fee for re-booking, re-ticketing or cancellation is not considered a penalty. This fare is also referred to as “Market Fare” in this contract.
- B.2.1.26. YCA fare** - The code used to designate unrestricted coach class contract fares for Oklahoma State contract carriers. It is last seat availability. No administrative fee/penalty shall apply for rebooking, re- ticketing or cancellation.

B.3. AUTHORIZED USERS

Bid response shall cover requirements during the specified period for all State Departments, Boards, Commissions, and Agencies. The Oklahoma Statutes state that Counties, Cities, School Districts, Political sub-division, Higher Education and Municipalities may avail themselves of the contract.

B.4. TYPE OF CONTRACT

- B.4.1.** This is a firm fixed price contract with an annual price adjustment, indefinite delivery and indefinite quantity for the supplies/services specified.
- B.4.2.** State of Oklahoma does not guarantee any specific amount of Travel.

B.5. PASSENGER FACILITY CHARGES/SEGMENT FEES

- B.5.1.** The collection, handling and remittance of all Passenger Facility Charges (PFC) shall be processed in accordance with the current Federal Aviation Administration Regulations. http://www.faa.gov/regulations_policies/orders_notices/index.cfm/go/document.information/documentID/12947
- B.5.2.** PFC's and segment fees shall not be included as a component of the offered prices. PFC's and segment fees will not be included in the price evaluation.
- B.5.3.** PFC's will not be included in the awarded fares and shall be printed, in accordance with FAA regulations cited in paragraph (a) above, on the ticket at the time of issuance.
- B.5.4.** Segment fees will not be included in the awarded fares and shall be documented on the ticket at the time of issuance.

B.6. PASSENGER SECURITY SERVICE FEES

- B.6.1.** The collection, handling and remittance of all Passenger Security Service Fees shall be processed in accordance with the current regulations. <https://www.tsa.gov/for-industry/security-fees>
- B.6.2.** Passenger Security Service Fees shall not be included as a component of the offered prices. Passenger Security Service Fees will not be included in the price evaluation.
- B.6.3.** Passenger Security Service Fees will not be included in the awarded fares and shall be documented on the ticket at the time of issuance.

B.7. TAXES, FEES, AND FUEL SURCHARGES

- B.7.1.** All fares for domestic markets include all existing Federal, state, local taxes and current fuel surcharges. Airport maintenance fees, administrative fees (e.g., fees charged for route and schedule changes) and other similar charges are to be included in all fares offered, where applicable. Passenger facility charges (PFC), segment fees, and passenger security fees are not included in the offered fares, but are listed separately.
- B.7.2.** For international markets, all fares are exclusive of taxes, and fees. All markets included under the international tariff of the International Air Transport Association may be treated as international markets for purposes of this section.

B.8. PRICE REDUCTION

- B.8.1.** If, after award, the successful carrier offers an unrestricted coach fare available to the general public that is lower than the contract fare, the successful carrier shall provide the lower fare to State travelers in lieu of the contract fare.
- B.8.2.** If, after award, the successful carrier offers a commercial fare, other than an unrestricted coach fare, that is lower than the contract fare, the State traveler can request, and the successful carrier shall provide, the lower fare in lieu of the contract fare, if the State traveler qualifies for the lower fare and space is available at the time of booking.
- B.8.3.** In addition, on or after the effective date of this contract, the contract carrier may at any time reduce the contract fare of the service(s) to the State, either temporarily or permanently. Any price reduction offered by a contract carrier shall be for a minimum of 30 days. The contract carrier shall notify the Contracting Officer and the price reductions will be implemented by contract modification.

B.9. DISCONTINUANCE OF SERVICE WITHIN A MARKET

- B.9.1.** If a contract carrier ceases to provide the minimum level of service required by the contract to any market, the contract carrier shall provide the State 30 calendar days' written notice to the extent practicable prior to reducing or discontinuing the service. In the event that a contract carrier decreases service to a contracted city below the minimum service level, as defined in C.2.2, the State reserves the right to re-award that city fare to the next lowest responsible carrier or accept offers for replacement service in the best interest of the State.

B.10. SUBCONTRACTING, ALLIANCES AND AFFILIATES

- B.10.1.** The services to be performed under this contract can be provided by subcontractors, alliances and affiliates. The successful carrier shall be responsible for subcontractors, alliances and affiliates contract performance. This contract shall be between the State and the successful carrier. The successful carrier shall be responsible for subcontractors, alliances and affiliates adherence to the terms, specifications, and all applicable regulations. Any subcontracting, alliance and affiliate shall not relieve the successful carrier of any responsibility for performance under this contract.

B.11. ALTERATIONS IN CONTRACT

- B.11.1.** To accommodate special circumstances, the State reserves the right to solicit additional city locations during this solicitation and resultant contract periods. This action precludes any revisions by successful carrier to current offers and awards unless otherwise specified herein. Submission of offers may be in writing and delivered either by mail, or email upon the State's request. Evaluation and award criteria will be based on the best value evaluation method as described in section D of this solicitation. The additional city locations will be published once awarded, through the issuance of addendum.

B.12. ECONOMIC PRICE ADJUSTMENT FOR FUEL SURCHARGES

- B.12.1.** During the contract period and any exercised option periods, a fuel surcharge may be assessed as part of a domestic or international contract fare at the time of ticketing under the following conditions:
- B.12.2.** A fuel surcharge is allowed on a market where a fuel surcharge has been imposed commercially to all customers in the booking inventories relating to any contract fares for a minimum of 14 consecutive days. A fuel surcharge that has been imposed and terminated can only be re-instated after being imposed commercially for 14 consecutive days.
- B.12.3.** A contract carrier must report to the State Contracting Officer in writing by way of email when a fuel surcharge is imposed, identifying the start date of that commercial fuel surcharge and the amount of the fuel surcharge on a market by market basis. A contract carrier must also identify the booking inventories corresponding to the YCA, and CA to which the fuel surcharge applies commercially.
- B.12.4.** A contract carrier must cease any fuel surcharge on contract fares when the fuel surcharge is no longer imposed commercially. The contract carrier must also notify the State Contracting Officer in writing by way of email when the fuel surcharge is removed, identifying the end date of the fuel surcharge. In no instance shall the State be charged a higher fuel surcharge than that imposed commercially.

B.13. CONTRACT TERM

- B.13.1.** The initial contract term is one (1) year from date of award. The State Travel Office within the Central Purchasing division of OMES, reserves the option to renew this contract, or any option thereof, for up to four (4) additional twelve (12) month periods.

B.14. EXTENSION OF CONTRACT

- B.14.1.** In the event that the replacement contract has not been issued, the State may extend the term of this contract up to 120 days with the same terms and conditions if mutually agreed upon by both parties in writing.
- B.14.2.** Should the State and the contract carrier mutually agree to extend this contract more than 120 days, fare adjustments, if required, may be negotiated at that time.

B.15. FARE AVAILABILITY

- B.15.1.** Within seven (7) days after issuance of notice of award. Contract pricing should be made available to the State's authorized travel agency via a computerized reservation system.

B.16. PERSONAL INTERACTION FEE(S) BY CONTRACT CARRIER

- B.16.1.** In the event that state entity requests a change on its ticket without going through a contract Travel Agency but through a contract carrier directly, a contract carrier may impose a fee for interacting with Reservations personnel.

- B.16.2.** A carrier that imposes this fee(s) must specify a dollar amount of this fee(s) and inserted under column "other – explain" on the attachment A and B. The carrier that does not identify the dollar amount under such column will be assumed that there is no interaction fee imposed by that carrier.
- B.16.3.** In the event that there are any changes on tickets by a contract carrier such as flight cancellation or delay due to weather, equipment/maintenance or crew, this fee(s) will not be applicable.

B.17. Limited Contact

- B.17.1. Pursuant to 580:16-7-30(e)** The State Purchasing Director may limit contact regarding a solicitation between suppliers and agency personnel during the solicitation process. The limitation of contact may be described in the solicitation. All communication between suppliers and agency personnel regarding a solicitation shall be documented and filed in the acquisition file.
- B.17.2.** All questions and communications shall to be directed to the contracting officer.

B.18. News Releases

- B.18.1.** The successful respondent is not permitted to issue any news releases pertaining to any aspect of the services provided under this contract without prior written consent of the Oklahoma State Purchasing Director. Failure to adhere to this requirement may result in termination of the contract resulting from this solicitation.

C. SOLICITATION SPECIFICATIONS

C.1. INTRODUCTION

- C.1.1.** The purpose of this solicitation is to provide scheduled air passenger transportation service by United States certificated air carriers for various solicited domestic and international markets for the utilization by all State of Oklahoma agencies, departments, boards, and commissions including cities, counties, municipalities, higher education and any political subdivisions that elects to participate in the State Travel Division Program. This contract is intended to be used for state official business for state employees and persons who are performing substantial and necessary services to the State which have been approved by the appropriate department official and traveling directly at government expense (e.g., Wards of the State and their escort, Witnesses for State trials) with the exception of contractors. This solicitation is not extended for personal travel. Respondent may offer to extend employee discounts and should list separately any extra programs it can offer.
- C.1.2.** The State of Oklahoma cannot guarantee any specific amount of air travel. The dollar expenditure for the State Agencies airfare travel, excluding expenses lodging, mileage, and incidentals, historic activity averages \$2 to \$5,000,000.00 annually.
- C.1.3.** Higher Education facilities may avail themselves of this contract with equal if not more total dollar activity. Group travel and athletic team travel may be considered.

C.2. SCOPE OF CONTRACT

C.2.1. General Requirements

C.2.1.1. The contract carrier shall furnish the services herein in accordance with the same services the carrier provides commercially to the general public in scheduled service, subject to the rules and procedures published in the air carrier's tariffs on file with the Airline Tariff Publishing Company ("ATP"). The terms and conditions included in this solicitation apply to all services provided. In any event of inconsistency between the provisions of this solicitation and the rules and procedures published in the air carrier's tariffs, the provisions of this solicitation will take precedence.

C.2.1.2. For domestic and international markets, the contract carrier shall make available all service that is not merely the service submitted for offer evaluation purposes. For example, if the carrier offers both connect and nonstop services commercially, both connect and nonstop service shall be made available to the State of Oklahoma passengers specified in this solicitation.

C.2.1.3. The Fare placed under contract shall be available on all tickets purchased during the contracted period, including those purchased during the last month of the contract for travel originating in the following month after contract expiration. All Contract fares will be applicable to single fares only. All contract fares are applicable if paid by federal and state funds or other types of funding resources by state entities. However the contract fares will not be extended to cost reimbursable contractors.

C.2.1.4. The state entity that does not implement or participate in the Oklahoma State Purchase Card Program will be required to purchase airfare using an (purchase) order signed and approved by its Approving Official. If such state entity prefers to purchase airfare with the employee personal debit/credit card, an authorization letter signed and approved by its Approving Official or other authorizing document that it is an official State business will be required to be submitted to the contracted Travel Agency at a time of booking.

C.2.1.5. Any fare placed under contract will apply seven days per week to all coach class seats on scheduled flights of that contract carrier in the market bid. That fare shall be the lowest fare which the carrier can charge the state for coach class transportation in that market. Lower fares offered to the general public by the contract carrier or by any other carrier shall also be available to the state.

C.2.1.6. State travelers will be required to utilize contract flights whenever schedules permit and there is no lower applicable fare for the days or travel and routing being utilized. Where the state contracted airfare is the lowest available fare meeting requirements and seats are available, state agencies and contract travel agent shall give preference to the airline on the state contract as opposed to a matching price with a non-contract airline.

C.2.1.7. The state reserves the right to utilize transportation provided by other carriers:

C.2.1.7.1. When the transportation is offered to the general public at a fare which is less than the State Contract Fare

C.2.1.7.2. When the trip routing between city/airport locations is not the most direct or compatible with travelers' itinerary (Note: Requires agency department justification/approval.

C.2.1.8. Only one-way fares will be accepted under this solicitation. The fare shall apply in either direction of travel for the market. Contract fares are not applicable to or from intermediate points in connecting service markets.

C.2.2. Minimum Service Requirements

C.2.2.1. Domestic and International Routes

C.2.2.1.1. The State of Oklahoma contract fares may be offered in three separate categories. Carriers may offer one, some or all city locations listed as individual line items. The basic offered price is an unrestricted coach fare (YCA fare designator) with Last Seat Availability. In addition, a fare restricted only for capacity (_CA fare designator) may also be offered. Third, the State will consider economy seating (EC) which is the lowest fare available and non-refundable fares.

C.2.2.2. Contract passengers must be provided all services and considerations which are provided to the general public, including but not limited to the following.

C.2.2.2.1. Toll free reservations and ticketing Interline agreements

C.2.2.2.2. Standard free baggage allowance

C.2.2.2.3. Food and beverage service

C.2.2.2.4. Compensation for denied boarding

C.2.2.3. Flight Frequency

C.2.2.3.1. Domestic: The acceptable minimum number of flights Monday-Friday is one flight in each direction between the hours of 6:00am and 11:00pm.

C.2.2.3.2. International: The acceptable minimum number of flight Monday-Friday is one flight in each direction.

C.2.2.4. Reservations and Ticket Sales

C.2.2.4.1. Reservation and tickets must be available to the state from the contract airline and through the state's contracted travel agency(s) and member airlines of the airlines reporting corporation.

C.2.2.4.2. Reservations for contract passengers must be confirmed on the same basis that reservations are confirmed for others. There shall be no discrimination in favor of passengers paying higher fares in the same class. Each contract airline and contracted agent authorized to issue tickets for the contract airline must accept American Express Visa, Master Charge, Diners Club, Discover, Universal air travel Credit Cards and any other methods of payment offered to the general public.

C.2.2.4.3. The contract airline shall publish with Airline Tariff Publishing Company ("ATP") the applicable fare code and the contract fares which shall be non-directional and applicable to one ways. It shall arrange for prompt adjustments of the charges on any tickets sold by the contract airline at fares which exceed those provided for in the contract. The State's contracted travel agent will arrange for prompt adjustment of charges on any tickets sold by the contracted travel agent at fares which exceed those provided for in the contract.

D. EVALUATION

D.1. Method of Evaluation

- D.1.1. The State will award the contract to the respondent(s) whose offer is determined to be of the Best Value to the State.
- D.1.2. The evaluation and selection of carrier(s) will be based on the information submitted in a Proposal. Failure to respond to each of the requirements in the RFP maybe the basis for rejecting a response.
- D.1.3. The State may make multiple awards. Award will be made on a line-item-by-line-item basis using the best value evaluation method. Note: evaluation shall be based on information provided by the carrier and any other information the State of Oklahoma may obtain by following up on the information provided by the carrier and/or through other sources.
- D.1.4. The State may award some or all items without discussions. All awards must be deemed fair and reasonable by the Contracting Officer.
- D.1.5. The State will reference the U.S. Department of Transportation Air Travel Consumer Report for Airline Performance Measurements.

D.2. EVALUATION CRITERIA

The criteria will include, but is not limited to:

- D.2.1. Cost
- D.2.2. Number of flights per day
- D.2.3. Documented flight delays
- D.2.4. Percentage of documented over sales
- D.2.5. Mishandled baggage claims
- D.2.6. Consumer Complaints
- D.2.7. Business Capabilities Submittal (Attachment C)
- D.2.8. Value Added Options (Attachment E)

E. INSTRUCTIONS TO SUPPLIER

E.1. Estimated Timeline

Solicitation Released
Question Deadline
Solicitation Closes
Contract Awarded

August 2, 2019
August 29, 2019
October 3, 2019
December 18, 2019

E.2. Questions Deadline

All questions must be submitted in writing by August 29, 2019 3:00 PM. Questions may be sent electronically to Lisa.Bradley@omes.ok.gov. All questions will be answered in an amendment.

E.3. Proposal Submittal

- E.3.1.** Proposer must provide two (2) electronic copies of the complete proposal. Electronic copies shall be in Microsoft Office format, and pricing templates A & B shall be in Microsoft Excel format. Electronic copies shall be submitted on jump drives or a cd. No email copies will be accepted at this time.
- E.3.2.** Elaborate Proposals (e.g., expensive artwork), beyond that sufficient to present a complete and effective Proposal, are not necessary or desired.

F. CHECKLIST

F.1. Required Submission Information

- F.1.1.** Domestic Airfare Pricing Template (Attachment A)
- F.1.2.** International Airfare Pricing Template(Attachment B)
- F.1.3.** Two electronic copies (Jump drive or CD media)
- F.1.4.** Business Capabilities Submission (Attachment C)
- F.1.5.** Value Added Offerings (Attachment E)

G. OTHER

None

H. PRICE AND COST

H.1. Price Adjustments.

- H.1.1.** Prices are to remain firm during the first twelve (12) months of the contract. After that date, if there has been an industry-wide price increase carriers may request an increase in prices. Price increases may be requested once each year. Pricing changes must be submitted 30 days prior to the date of the effective change and must be approved by the contracting officer. Documentation supporting the requested change with detailed city listings and price change suggested must be submitted. Any increase will not affect any fares issued prior to the effective approval date of any price changes. Carrier's failures to promptly notify the State of any price decreases shall result in the cancellation of their contract. No price reduction may be offered to an agency unless that reduction is offered to all agencies.
- H.1.2.** All adjustments shall reflect the contract base unit price (which is the final contracted price for the first year) and for any subsequent year
- H.1.3.** The Contracting Officer will make the final decision on completeness of the documentation and whether to approve the price adjustments.

Attachment C
SW0215-Airfare Solicitation
Business Capabilities

Business Proposal

Respondent Name:

This appendix contains questions related to general proposer information. The information provided by Proposers will be used in the qualitative portions of the evaluation process.

1. Provide the name, title, street address, city state, zip code, email address, and telephone numbers.

| | |
|-------------------------|--|
| Name of Primary Contact | |
| Title | |
| Address | |
| City | |
| State | |
| Zip Code | |
| Email Address | |
| Phone | |
| Mobile | |

2. Please prove all of the following corporate information.

| | |
|--------------------------------|--|
| Main line of business | |
| Number of years in business | |
| Number of employees: | |
| Name of parent company, if any | |
| Name of Subsidiaries, if any | |

3. Are there other related lines of business that your firm participates in? If so, please list and describe.

4. Provide an overview of the geographical locations of the firm at the national, regional, and local levels.

5. Are major changes (acquisitions, re-structuring, alliances, joint ventures) taking place in your organization? Please provide your answer as succinctly as possible since we are only asking for very critical issues that might significantly impact our evaluation of your company/proposal.

6. Has your company been party of any legal proceedings (actual suits by or against your company) either currently or in the past? If so, please briefly describe them.

7. Please provide indication as to whether your firm has been or is the subject of a bankruptcy or insolvency proceeding or subject of assignment for benefit of creditors.

8. Does your airline support direct ticket sales? Please answer yes or no with a brief description on how a State traveler could purchase tickets direct from your airline via phone or web. How would contract pricing be available?

Attachment D
SW215-Airfare Solicitation
Performance Measurements

<https://www.transportation.gov/individuals/aviation-consumer-protection/air-travel-consumer-reports>

<https://www.bts.gov/topics/airlines-and-airports-0>

(Evaluations)

Frequency of flights per day

Stops

Nonstop

Direct Service

Connecting Service

Double Service

On time service

Baggage Handling

Cancelled Flights

Discontinued flights

Overbooked flights.

(Online Reports)

Flight Delays

Mishandled Baggage

Over sales

Consumer Complaints

Customer Service Reports

Attachment E
SW215 – Airfare Solicitation
Value Added Options

The Value Added section should highlight any areas of differentiation that the respondent considers separates them from the other respondents. Each respondent should consider the question: “What value do I bring that differentiates me from my competitors.” Marketing material is considered to be of no value by the State in this process. The Value Added Differentiation section should be used by each respondent to show how it will add value, what the size or level of impact that value will have, and how the level of added value will be measured during the course of the service. Each value added option must have an impact on dollars, time, service, and/or the satisfaction of the State. Please answer the following questions on separate paper and then add your own value added options which the State may examine further.

1. Identify services and capabilities that differentiate your firm from its competitors.
2. How much visibility will the State of Oklahoma account have at your company in terms of a specific management level?
3. If awarded, how will your company handle baggage fees? Will our customers expect a discount, or an amount not to exceed?
4. What are the requirements needed for “last seat available”?
5. Oklahoma has the need to utilize Unaccompanied Minors flights fairly often. If awarded, what can Oklahoma expect in treatment and fees or discounts?
6. Explain your process for last minute cancellations. Would it be possible for the amount charged for the cancellation to be available for a future flight?
7. How would Oklahoma government customers earn or receive bonus points or miles?
8. Possibility of being able to purchase tickets without penalties for canceling or changing the reservation?
9. Our Higher Education group averages around 300 European trips a year. If awarded, what type of service and related discounts might Oklahoma receive?
10. Does your company offer Government Employee discounts for personal travel?

Additional Value Options:

Value Added Options Described



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 should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

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.

| | | | | | | | |
|---|---|---|--|-----------------------------|---|--|--|
| Agency Name | | | | Contact Name | | | |
| Phone # | | Fax # | | Email | | | |
| 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 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 | |

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-BEN-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 Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services </td> <td style="width: 50%; vertical-align: top;"> 515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends ("Incentive" payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation </td> </tr> </table> | | | 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 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| <input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney | | | | |