



## Solicitation Cover Page

1. Solicitation #: 0900000400

2. Solicitation Issue Date: 08.15.2019

3. Brief Description of Requirement:

The State of Oklahoma Office of Management and Enterprise Services (OMES) is seeking bid responses for Rental of Equipment.

Question Due: August 26th, 2019 3:00 P.M. Central Time

4. Response Due Date<sup>1</sup>: 09/04/2019

Time: 3:00PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**<sup>2</sup>: Cini Zacharia

U.S. Postal Delivery Address:

5005 N. Lincoln Blvd

OKC, OK 73105

Common Carrier Delivery Address:

Same as above

Electronic Submission Address:

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

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

7. Contracting Officer:

Name: Cini Zacharia

Phone: (405)-522-9078

Email: cini.zacharia@omes.ok.gov

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

<sup>2</sup> 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 # 0900000400 \_\_\_\_\_

**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 Permit<sup>1</sup>:**

☐ 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](http://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.<sup>2</sup>

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

<sup>2</sup> 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.

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Authorized Signature

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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: OMES Agency Number: 090

Solicitation or Purchase Order #: 0900000400

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

**TABLE OF CONTENTS**

A GENERAL PROVISIONS.....6

B. SPECIAL PROVISION .....13

C. SOLICITATION SPECIFICATIONS ..... 18

D. EVALUATION ..... 18

E. INSTRUCTIONS TO SUPPLIER .....18

F. CHECKLIST .....19

G. OTHER .....19

H. PRICE AND COST..... 19

## **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](http://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.** This contract is for a twelve (12) month period, commencing January 14, 2020 through January 13, 2021, with the option to renew for three (3) additional one year periods.

### **B.2. Delivery Requirements**

- B.2.1.** End Users will have the option to pick-up equipment at the Awarded Vendors location or have the equipment delivered a job site, Division Headquarter or any other location of the end users choosing. The pricing will reflect a discount off percentage if the equipment is picked up and returned by the customer.
- B.2.2.** Equipment must be in good working order / clean condition when picked up / delivered. The end user has the right to refuse delivery of equipment at the time of delivery or pick-up and shall document the reason in detail at the time of refusal. The documentation of the refusal is to be copied to the end user and the vendor. Any charges incurred due to the rejected delivery will be the full responsibility of the vendors.
- B.2.3.** Equipment shall come fully fueled and lubricated and be ready for use at the time of pick-up / delivery. The end user will be responsible for fueling and lubricating the equipment during the rental period and prior to pick-up or delivery back to the Vendor. End user is responsible for providing the equipment back to the vendor in clean condition at the end of a rental period.

### **B.3. Equipment Maintenance**

- B.3.1.** Vendor shall replace parts and maintain the equipment in good working order. In the event of a breakdown, the vendor shall respond within two (2) working hours with a schedule to either fix the equipment or provide a replacement when any repairs will require a period of time longer than one (1) working day. No delivery charges shall be added if the equipment is replaced.

### **B.4. Deposits**

- B.4.1.** Any end user renting equipment as a result of this contract will not be charged a deposit. Oklahoma State Statute, Title 74, Chapter 4, Section 85.44B, prevents payment for goods and services in advance.

### **B.5. Pricing**

- B.5.1.** The pricing structure will be the daily, weekly, and monthly price of the rental of the equipment, delivery included with a percentage discount for picked up and returned equipment.
- B.5.2.** All charges for rental equipment shall include the following:
  - B.5.2.1.** For rentals not requiring Delivery: Rental charge, maintenance and insurance.
  - B.5.2.2.** For rentals requiring Delivery: Rental charge, delivery, maintenance and insurance
  - B.5.2.3.** The State of Oklahoma cannot insure property that is not owned by the State, therefore the vendor is to include insurance coverage in the quoted rental rate.
- B.5.3.** Charges for rental shall be pro-rated based on the actual rental commencement date. Rental fees do not accrue during equipment downtime as mentioned above in Section B.3, Equipment Maintenance. Vendor shall be responsible for any repairs relating to the equipment except those proven to be caused by the State. In accordance with The Governmental Tort Claims Act, 51 O.S. 2001 o151 et seq., the state generally assumes liability for loss resulting from the tortious conduct of its employees while acting within the scope of their employment.
- B.5.4.** The vendor shall accept all financial responsibility of the purchase of the equipment to be leased to the State of Oklahoma and shall not obligate the State to sign any agreement with the manufacturer of the equipment or any financial institution.
- B.5.5.** All Contracts with the State of Oklahoma are governed by the laws of Oklahoma. Venue for any action or claim shall be in Oklahoma County, Oklahoma.

### **B.6. Type of Contract**

- B.6.1.** This is a firm fixed price contract for indefinite delivery and indefinite quantity for the supplies/services specified.

## **B.7. Authorized Users**

- B.7.1.** RFP's shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract subject to the approval of the successful offeror(s).

CHECK APPROPRIATE BLOCK

**B.7.1.1.** \_\_\_\_\_ yes, permits usage by other than State Agencies

**B.7.1.2.** \_\_\_\_\_ No, permits usage by State Agencies only.

## **B.8. Notice of Award**

- B.8.1.** Notice of award letter resulting from this RFP will be furnished to each successful vendor and shall result in a binding contract without further action by either party. It shall be the successful vendor's responsibility to reproduce and distribute copies to all authorized dealers listed in your RFP response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

## **B.9. Extension of Contract**

- B.9.1.** The State may extend the term of this contract up to 90 days if mutually agreed upon by both parties in writing.

## **B.10. Contractor Invoices**

- B.10.1.** The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- B.10.2.** Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- B.10.3.** If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.
- B.10.4.** In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

## **B.11. Prompt Payment Discounts**

- B.11.1.** Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

## **B.12. Gratuities**

- B.12.1.** The right of the successful vendor to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful vendor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

## **B.13. RFP Proposal Conformity**

- B.13.1.** By submitting a response to this solicitation, the vendor attests that the supplies or services conform to specified contract requirements.

## **B.14. Warranty**

- B.14.1.** The Successful vendor agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

## **B.15. Contract Usage Reporting Requirements**

- B.15.1.** Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, hospitals and Municipalities.
- B.15.2.** Reports shall be submitted quarterly regardless of quantity.
- B.15.3.** Usage Reports shall be delivered to Central Purchasing within 45 calendar days upon completion of performance quarter period cited in paragraph “d” of this contract provision. Usage Reports may be delivered via the following addresses;
  - B.15.3.1.** Email – [strategic.sourcing@omes.ok.gov](mailto:strategic.sourcing@omes.ok.gov)
  - B.15.3.2. Via Common Carrier (FedEx, UPS etc)**
    - Central Purchasing
    - 5005 N. Lincoln, Suite 200
    - Oklahoma City, OK 73105
- B.15.4.** Contract quarterly reporting periods shall be:
  - B.15.4.1.** January 1 through March 31
  - B.15.4.2.** April 1 through June 30
  - B.15.4.3.** July 1 through September 30
  - B.15.4.4.** October 1 through December 31
- B.15.5. Failure to provide usage reports shall result in cancellation or suspension of contract.**
- B.15.6.** Usage Reports shall be submitted in the Excel form listed as Attachment “A”

## **B.16. Contract Management Fee**

- B.16.1.** As provided by Oklahoma State Statute §85.33A, OMES - Central Purchasing assesses an Administrative Fee in the sum of one (1%) percent on all sales transacted by any entity under this contract.
- B.16.2.** Supplier agrees to annotate the resultant amount on the quarterly “Contract Usage Report” as listed in B15.1 and make payment by company check to OMES – Central Purchasing within forty-five (45) calendar days from the completion of the quarterly reporting period as listed in B15.4. To ensure the payment is credited properly, the supplier must identify the check as a “Contract Management Fee” and include the following information with the payment: SW185 Rental Equipment Contract, the report amount and the reporting period covered. The Contract Management Fee shall be mailed to:
  - OMES – Central Purchasing Division
  - Agency Business Services
  - 5005 N. Lincoln, Suite 200
  - Oklahoma City, OK 73105
- B.16.3.** Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier’s failure to perform or comply with specifications or requirements of the contract.

## **B.17. Energy Conservation**

- B.17.1.** Oklahoma is an energy conservation State and we welcome any comments on your RFP that would indicate energy savings.

## **B.18. Conflict of Interest**

- B.18.1.** The Request for Proposal hereunder is subject to the provisions of the Oklahoma Statutes. All Vendors must disclose with the RFP the name of any officer, director or agent who is also an employee of the State of Oklahoma or any of its agencies. Further, all Vendors must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the suppliers firm or any of its branches.

## **B.19. Mandatory Contract**

- B.19.1.** This contract is mandatory for State of Oklahoma agencies.

## **B.20. Negotiations**

- B.20.1.** The State may elect to negotiate with selected vendors during the procurement process to get the best price and business terms for its citizens. Negotiations would be through the State Purchasing Director or his designee. The State will consider all cost and business terms to be negotiable and not artificially constrained by internal corporate policies. In short, firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered.

## **B.21. State and Federal Taxes**

- B.21.1.** Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

## **B.22. Civil Rights**

- B.22.1.** Contractor shall at all times comply (and will require any subcontractors to comply) with any applicable statutorily imposed nondiscrimination requirements. Contractor further agrees to comply with applicable terms of the specific following statutes, regulations and executive orders:
- B.22.1.1.** *Omnibus Crime Control and Safe Streets Act of 1968* (OCCSSA), Pub.L. 90-351, June 19, 1968, 82 Stat. 197
  - B.22.1.2.** *The Victims of Crime Act of 1984*, Pub.L.98-473, Title II, Chapter. XIV, Oct. 12, 1984, 98 Stat. 2170
  - B.22.1.3.** *The Juvenile Justice and Delinquency Prevention Act of 2002*, Pub. L. 107-273, Div. C, Title II, Subtitle B §§ 12201 to 12223, Nov.2, 116 Stat. 1869
  - B.22.1.4.** *The Civil Rights Act of 1964*, Pub. L. 88-352, July 2, 1964, 78 Stat. 241
  - B.22.1.5.** *The Rehabilitation Act of 1973*, Pub. L. 93-112, Sept. 26, 1973, 87 Stat. 355
  - B.22.1.6.** *The Americans with Disabilities Act of 1990*, Pub. L. 101-336, July 26, 1990, 104 Stat. 327
  - B.22.1.7.** *The Education Amendments of 1972*, Pub.L. 92-318, June 23, 1972, 86 Stat. 235;
  - B.22.1.8.** *The Age Discrimination Act of 1975*, Pub. L. 94-135, Title III, Nov. 28, 1975, 89 Stat. 728
  - B.22.1.9.** Equal Treatment for Faith/1-Based Organizations, 28 C.F.R. §§38.1 and 38.2; see Exec. Order No.13279, amended by Executive Order no. 13403, equal protection of the laws for faith-based and community organizations.
- B.22.2.** Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, national origin, or sex (after a due process hearing) against Contractor or a Subcontractor, Contractor will forward a copy of the finding to OMES/SPM to be forwarded to the United States Department of Justice.

## **B.23. Drug-Free Work Place**

- B.23.1.** Contractor also agrees that the Contractor and its employees and agents will not engage in or allow the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while performing under the Contract. The Contractor agrees to require all subcontractors under the Contract to abide by this provision.
- B.23.2.** Unless prohibited by law, Contractor must maintain a policy for testing employees for the use of alcohol and illegal drugs consistent with OMES/SPM's rules, policies and procedures for drug and alcohol testing.

## **B.24. Equal Employment Opportunity**

- B.24.1.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Par. 1964-1965 Comp., p 339) as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

## **B.25. Davis-Bacon Act**

- B.25.1.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities



must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**B.26. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

- B.26.1.** Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**B.27. Insurance (Added by Amendment to original solicitation)**

- B.27.1.** Prior to the commencement of this contract, the vendor shall obtain and keep in full force and effect until the termination of this contract, insurance coverage with an insurance company licensed and qualified under the laws of Oklahoma.
- B.27.2.** The Vendor shall maintain insurance coverage in an amount not less than \$500,000 at all times during the entire term of this contract. The following types of risks shall be covered in the Vendor's policy:
- B.27.2.1.** Worker's Compensation Insurance and employer's liability insurance sufficient to cover Vendor's employees as required by the State of Oklahoma.
  - B.27.2.2.** Comprehensive General Liability Insurance to include Products/Completed Operations, Premises Operations, Personal Injury, Medical Expenses and Fire Damage.
  - B.27.2.3.** Commercial Automobile Insurance, hired and non-owned.
  - B.27.2.4.** Garage keepers Liability Insurance.
  - B.27.2.5.** Commercial Property Coverage.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Scope of Contract**

C.1.1. The State of Oklahoma is soliciting responses for a Statewide Contract for Rental Equipment.

### **C.2. Categories to be provided**

C.2.1. Categories of equipment are, but not limited to:

C.2.1.1. Construction Equipment (Light, Medium and Heavy)

C.2.1.2. Road Building/Maintenance Equipment (Lay-Down Machines, Rollers, etc.)

C.2.1.3. Power/Electric (to include Generators, Lighting Units, etc.)

C.2.1.4. Material Handling (Forklifts, Tele-handlers, etc.)

C.2.1.5. Roadside (to include Sign Boards, Portable Traffic Signals, Barricades, etc.)

C.2.1.6. MRO (HVAC, Lawn Equipment, etc.)

C.2.1.7. Trucks (to include but not limited to: Bucket, Dump, Snow Clearing capable, etc.) Passenger Vehicles are not included and are not a part of this solicitation.

C.2.1.8. Trailers

C.2.1.9. All-Terrain Vehicles (to include Four (4) Wheelers, Utility Vehicles, etc.)

C.2.1.10. Portable Sanitation Units (to include toilets, sinks, shower trailers, etc.) Pricing should also include servicing units and septic tanks, and any other items necessary.

C.2.1.11. Other Categories not listed above that are available in Vendor's Rental Program.

C.2.2. Vendors are encouraged to provide additional categories not listed above.

C.2.3. The State of Oklahoma reserves the right to limit the additional categories provided.

### **C.3. Locations**

C.3.1. Vendors are to provide a list of their locations within the State of Oklahoma and surrounding states that will be a part of this contract.

## **D. EVALUATION**

### **D.1. Evaluation Criteria**

D.1.1. This RFP will be evaluated on the following criteria: Cost, References and Compliance with Specifications.

### **D.2. Multiple Award**

D.2.1. The State of Oklahoma reserves the right to make multiple awards for this contract to ensure complete geographic coverage of the state.

## **E. INSTRUCTIONS TO SUPPLIER**

### **E.1. Questions regarding Solicitation**

E.1.1. Questions regarding this Solicitation should be submitted no later than August 26<sup>th</sup>, 2019 at 3 PM. Questions are to be submitted via email to [cini.zacharia@omes.ok.gov](mailto:cini.zacharia@omes.ok.gov). Answers will be posted via an addendum posted on the Central Purchasing website, [www.omes.ok.gov](http://www.omes.ok.gov).

### **E.2. Submission of Proposal**

E.2.1. One (1) Flash Drive containing the following documents must be submitted. The format that the files are to be submitted in is also listed. Files are to be submitted in either Adobe PDF or Microsoft Excel as listed below.

E.2.1.1. Completed "Responding Bidder Information" including Workers Compensation Insurance Coverage Certificate - OMES/CP/Purchasing Form 076 – Adobe PDF format

E.2.1.2. Completed "Certification for Competitive Bid and Contract" OMES/CP/Purchasing Form 004 – Adobe PDF format.

E.2.1.3. Acknowledgement of Amendments to the Solicitation (if applicable) - Adobe PDF

**F. CHECKLIST**

None

**G. OTHER**

None

**H. PRICE AND COST**

H.1.1. Vendors are to provide a list of equipment available priced in accordance with Section B.5.

**I. PRICE ADJUSTMENTS**

- I.1.1. Prices must remain firm for the first year of the contract period. After the first year of the contract period, and every year thereafter, the awarded supplier(s) may file for a price adjustment consistent with and relative to price changes originating with the manufacturer and/or the market trends. The new pricing methodology must be sent with the request for adjustment. Requests for such an adjustment must be fully documented and, if approved shall be firm until the next annual anniversary date of the contract. The State reserves the right to reject any requested price adjustments if deemed excessive by the Central Purchasing Division.
- I.1.2. To request a price adjustment, the supplier(s) must submit a request to the Contracting Officer at Central Purchasing within thirty (30) days of the annual anniversary date of the contract. If approved, price adjustments shall become effective ten (10) days after the approval. Retroactive adjustments shall not be allowed. Any purchase orders issued by any State agency prior to the effective date will be honored by the supplier at the price in effect at the time of the issuance of the purchase order.



# SOLICITATION REQUEST

☐ Request for Quote☐ Request for Proposal☐ Request for Bid**Dispatch via Print**

## Mgmt and Enterprise Services

OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES  
ADMINISTRATION  
122 STATE CAPITOL BUILDING  
OKLAHOMA CITY OK 73105

Request Quote ID.	Date	Buyer	Page
0900000400	08/14/2019	Cini Zacharia (090)	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	08/14/2019 01:59 PM	09/04/2019 03:00 PM	

Requisition Number Reference:

**Ship To:** OFFICE OF MANAGEMENT AND ENTERPRISE SERVICES  
3115 N LINCOLN BLVD  
OKLAHOMA CITY OK 73105

**Bill To:** OMES  
5005 N. LINCOLN BLVD  
OKLAHOMA CITY OK 73105-3324

**Supplier:** NAME

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Supplier Responses**

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	22101522 / Daily Rental of Equipment	1	EA		

**Freight Terms:** FOB DEST**Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

2 22101522 / Weekly Rental of Equipment

1 EA

**Freight Terms:** FOB DEST**Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

3 22101522 / Monthly Rental of Equipment

1 EA

**Freight Terms:** FOB DEST**Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

4 22101522 / Yearly Rental of Equipment

1 EA

**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**



## 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](mailto: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.*

<b>Agency Name</b>		<b>Contact Name</b>	
<b>Phone #</b>	<b>Fax #</b>	<b>Email</b>	
<b>Agency Request To</b> – 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 _____		
<b>Vendor 1099 Reportable Status</b>	<b>Attention Paying Agency:</b> Please check the <b>Add</b> 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 <b>Remove</b> box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:		
<input type="checkbox"/> <b>Add:</b>	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 - Other Income
<input type="checkbox"/> <b>Remove:</b>	<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.*

<b>Payee Information:</b> 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.			
<b>Name</b>		<b>Contact Name</b>	
Payee Legal Name for Business, Individual or Government Entity as filed with IRS		<b>Contact Title</b>	
<b>DBA Name</b>		<b>Phone #</b>	
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name		<b>Fax #</b>	
<b>Tax Identification Number (TIN) and Type:</b>		<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)	
<b>Business Address</b> -- Please provide primary business address as filed with the U.S. Internal Revenue Service			
<b>Address</b>		<b>City</b>	
<b>State</b>	<b>Zip+4</b>	<b>Remittance Email</b>	
<b>Optional Addresses</b> – 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:
<b>Address</b>		<b>City</b>	
<b>State</b>	<b>Zip+4</b>	<b>Remittance Email</b>	
<b>Financial Registration:</b> 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.			
<b>Name</b>		<b>Title</b>	<b>Email</b>

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"/> <b>1 - RENTS</b> 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"/> <b>1- RENTS (continued)</b> 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles  <input type="checkbox"/> <b>2 – ROYALTIES</b> 553170 Royalties	<input type="checkbox"/> <b>3 – OTHER INCOME</b> 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"/> <b>6 - MEDICAL &amp; HEALTH CARE PAYMENTS</b> <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 &amp; Speech Therapists, &amp; Audiologists  515770 Offices of Podiatrists  515780 Offices of all other Miscellaneous Health Practitioners  515790 Family Planning Centers  515800 Outpatient Mental Health &amp; 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 &amp; Surgical Hospitals  515870 Psychiatric &amp; Substance Abuse Hospitals  515880 Specialty Hospitals (except Psychiatric &amp; Substance Abuse)  515890 Nursing Care Facilities  515900 Residential Services for People with Developmental Disabilities  515910 Residential Mental Health &amp; Substance Abuse Facilities  515920 Community Care Facilities for the Elderly  515930 Other Residential Care Facilities  537210 Laboratory Services &amp; 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"/> <b>7 - NON-EMPLOYEE COMPENSATION</b> <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 &amp; 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 &amp; 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 &amp; General Management Consulting Services  515410 Human Resources &amp; Executive Search Consulting Services  515420 Marketing Consulting Services  515430 Process, Physical Distribution, &amp; Logistics Consulting Services  515440 Other Management Consulting Services  515450 Environmental Consulting Services  515460 Other Scientific &amp; Technical Consulting Services  515470 Research &amp; Development in the Physical, Engineering, &amp; Life Sciences  515480 Research &amp; Development in the Social Sciences &amp; Humanities  515490 Advertising and Related Services  515500 Marketing Research &amp; Public Opinion Polling  515510 Photographic Services  515520 Translation &amp; Interpretation Services  515540 All other Professional, Scientific and Technical Services  515550 Management of Companies &amp; 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 &amp; Security Services  515660 Educational Services  515940 Individual &amp; Family Services  515950 Community Food, Housing &amp; Emergency &amp; 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 &amp; Repair – Other Items  533110 Maintenance &amp; Repair of Buildings &amp; Grounds (outside vendors)  533120 Maintenance &amp; Repair – Equipment (outside vendors)  533130 Maintenance &amp; Repair of Telephone Equipment (outside vendors)  533140 Maintenance &amp; Repair of Data Processing Equipment (outside vendors)  533150 Maintenance &amp; Repair of Data Processing Software (outside vendors)  533190 Maintenance &amp; 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 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	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
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<input type="checkbox"/> <b>14 - GROSS PROCEEDS TO AN ATTORNEY</b> 553180 Settlements – Paid To/Thru Attorney				