

**COMMISSIONERS OF THE LAND OFFICE  
STATE OF OKLAHOMA**

**REQUEST FOR PROPOSAL**

**EXTERNAL FINANCIAL AUDIT SERVICES FOR ONE YEAR  
WITH FOUR ONE-YEAR RENEWAL OPTIONS**

**PROPOSALS DUE MAY 18, 2020**

**COMMISSIONERS OF THE LAND OFFICE**  
**REQUEST FOR PROPOSAL**  
**APRIL 21, 2020**

**CONTRACTUAL EXTERNAL FINANCIAL AUDITING SERVICES**

The Commissioners of the Land Office (CLO) is a constitutional trust and agency of the State of Oklahoma charged with the oversight, management, and administration of certain public lands and trust funds dedicated to the support of our State’s public schools and institutions of higher education. The CLO is reviewing proposals from certified public accounting firms to provide external financial auditing and related services for an initial term of one year, with four successive annual renewal periods.

This RFP provides information about the CLO and establishes the specifications and requirements for submitting a proposal. The term “Vendor” as used in this Request for Proposal (RFP) shall mean the auditor submitting proposals for consideration.

CLO reserves the right to reject any or all proposals submitted. The CLO is not obligated to reimburse Vendors for any expenses incurred in preparing proposals in response to this RFP. Further, in the unlikely event that none of the proposals are satisfactory to CLO, no selection will be made. Proposals submitted in response to the RFP become the property of CLO and are subject to public inspection. CLO reserves the right to modify the RFP contents and requirements at any time prior to the submission deadline.

Enclosed is the Request for Proposal document, which includes the Proposal Cover Sheet.

I. PROPOSAL COVER SHEET .....	3
II. SUMMARY DOCUMENT .....	4
A. Description of CLO .....	4
B. Scope of Services to be Provided .....	5
C. The Selection Process .....	7
D. Proposal Structure and Information Request: .....	7
E. Mandatory Requirements for Submitting a Bid .....	9
F. Communication with CLO .....	10
G. General Terms and Conditions .....	10
III. FORMS .....	12
<u>Exhibit 1:</u> Audit Plan Form .....	13
<u>Exhibit 2:</u> Fee Proposal Form .....	14
<u>Exhibit 3:</u> Certification for Competitive Bid .....	15
<u>Exhibit4:</u> Supplier Contract Certification .....	17

## CLO CONTRACTUAL EXTERNAL FINANCIAL AUDITING SERVICES RFP

### I. PROPOSAL COVER SHEET

RFP Date	Agency Requisition Number	Proposal Deadline
April 21, 2020 (Contractual External Financial Auditing Services)	RFP-FSD-21R00012	Must be Received by 4:30 p.m CDT <b>May 18, 2020</b>

#### Vendor Identification:

Name of Firm: \_\_\_\_\_

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

City/State/Zip Code: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Facsimile Number: \_\_\_\_\_

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

#### Attach Executed Forms (Exhibits 1-4) Behind Proposal Submission

Vendor Signature: \_\_\_\_\_

\_\_\_\_\_  
Name & Title

Date: \_\_\_\_\_

## II. SUMMARY DOCUMENT

The CLO is considering retaining a certified public accounting firm to provide external financial auditing and related services. This document will serve as a Request for Proposal (RFP) and an invitation to bid on providing such services. The initial contract period will cover a one-year period beginning July 1, 2020. Thereafter, the contract may be renewed by the CLO annually for four (4) additional one-year contract periods. The CLO reserves the right to terminate the contract upon 30 days' notice, with or without cause.

The following provides a brief description of CLO, information regarding the scope of services to be provided, the criteria which will be considered in the selection process, and the mandatory requirements for submitting a response.

### A. Description of CLO

The Commissioners of the Land Office (CLO) is an Oklahoma State Agency and Trust created by the original Oklahoma Constitution. The CLO has charge of the sale, rental, disposal and management of school and other public lands and of the funds and proceeds derived thereof, under the rules and regulations prescribed by the Oklahoma Legislature.

The primary purpose of the CLO is to administer the school land trust funds for the production of income for the support and maintenance of the common schools (public schools) and institutions of higher education. This responsibility resides in the five Commissioners: The Honorable Governor, Kevin Stitt; The Honorable Lieutenant Governor Matt Pinnell; The Honorable State Auditor and Inspector Cindy Byrd; The Honorable Superintendent of Public Instruction Joy Hofmeister; and the Secretary and Commissioner of the State Board of Agriculture, Blayne Arthur. The Chief Administrative Officer, Keith Kuhlman, is the Assistant Secretary to the Commissioners of the Land Office.

The Chief Financial Officer, Karen Johnson, oversees the CLO's Financial Services Division, including accounting and investment functions. In addition to the CLO's agency operations, there are seven primary permanent trust funds for which financial activity must be separately tracked. As of June 30, 2019, total market value of Permanent Trust Funds' investments was \$2.4 billion and comprised of investments in marketable securities and commercial real estate. The CLO utilizes Oracle and a customized system, among others, to accomplish financial accounting functions. The Commission is required to select a custodial bank and external investment managers on a competitive basis. Investments are held through CLO's master custodian, Bank of Oklahoma. As provided by statute, the CLO Commissioners appoint a three-person advisory investment committee. The committee, working with advice from an outside consulting firm, makes recommendations to the Commissioners concerning asset allocation and investment managers. With the implementation of House Bill 1022 passed into law in 2013, the CLO is authorized to acquire, purchase, exchange and grant real property under its jurisdiction.

The interest, dividend, and rental income derived from investing the Permanent Funds, along with other income deemed distributable by statute are distributed to Oklahoma's public school system and public higher educational institutions (beneficiaries) on a monthly basis in accordance with a statutory apportionment formula. Apportionments to universities, colleges and public schools beneficiaries for the year ended June 30, 2019, totaled over \$132 million. RSM US LLP most recently served as CLO's independent external audit firm providing an unqualified opinion on the CLO's Financial Statements as of

June 30, 2019. Audit reports for fiscal years 2018 and 2019 may be accessed on the State Auditor and Inspector's (SA&I) website at [http://www.sai.state.ok.us/audit\\_reports/municipal\\_school\\_trust\\_audits.php](http://www.sai.state.ok.us/audit_reports/municipal_school_trust_audits.php)

In addition to the Financial Services Division discussed above, other operational divisions of the CLO include the following:

Royalty Compliance – responsible for assuring timely and accurate royalty reporting and payment for all mineral leases. Mineral revenue for the year ended June 30, 2019, totaled approximately \$61 million. These revenues are deposited in the respective permanent trust fund and available for investment.

Real Estate – responsible for the lease, sale, and management of approximately 743,000 acres of trust land. The market value of the land at June 30, 2019 was approximately \$891 million using land values established by in-house appraisers. Rental income from land leases totaled approximately \$17 million for the year ended June 30, 2019. These revenues are distributed monthly to the respective permanent trust fund beneficiaries. This division is also responsible for overseeing investments in commercial real estate, including contract management oversight of property management contracts.

Minerals Management – responsible for the leasing of approximately 1.2 million mineral acres in 75 of the State's 77 counties. There are currently 6,315 active leases.

All operational Divisions are overseen by the Administration Division comprised of the CLO Secretary, his staff and an internal audit function. Legal and Information Technology Divisions provide support services for all CLO operations.

Additional information can be found on the CLO website, [www.clo.ok.gov](http://www.clo.ok.gov).

## B. Scope of Services to be Provided

### CLO Requirements

- 1) The auditor shall, as part of the written audit report, submit to the CLO's governing body (the Commission) a report containing an expression of an opinion that the financial statements are fairly presented, or an opinion qualified as to certain accounts or items in the financial statements, a disclaimer of opinion and the reasons therefore, or an adverse opinion, and shall explain any unusual items or circumstances under which the auditor was unable to reach a conclusion. This report shall state that generally accepted government auditing standards have been followed in performing the audit. The initial audit shall be for the period beginning July 1, 2019 and ending June 30, 2020 and shall be conducted in accordance with *Government Auditing Standards*.
- 2) The auditor's opinion shall be expressed on the opinion units identified in the AICPA Audit and Accounting Guide: Audits of State and Local Governments.
- 3) The auditor shall submit to the Commission a report on internal control over financial reporting and on compliance and other matters based on an audit of the financial statements performed in accordance with *Government Auditing Standards*.
- 4) The auditor should be familiar with the State of Oklahoma Statutes concerning financial matters of State Agencies. The auditor will be asked to review the financial statements of the CLO for the fiscal year being audited.
- 5) The auditor must be available between audits to discuss financial reporting issues and practices. The auditor will participate with the CLO's Chief Financial Officer in pre-audit planning. Additionally, "between audit" discussions may include minor accounting or compliance issues. If such issues

require written responses from the auditor, fees and charges shall be in accordance with the hourly rates quoted in response to this RFP.

- 6) In accordance with 74 O.S. § 212A(A)(2), the auditor will file the audited financial statements with the Office of the State Auditor and Inspector and pay the required one hundred dollar (\$100.00) filing fee.
- 7) The auditor will submit, in addition to the auditor's report referenced in requirement 1) above, a copy of the auditor's report omitting *Government Auditing Standards* references that the CLO can include in its Comprehensive Annual Financial Statement (CAFR) submission to the Government Finance Officers Association (GFOA).
- 8) The auditor's report shall be submitted to the CLO by October 15, 2020. It is anticipated that the staff of CLO will provide support in the preparation of audit schedules and will prepare the financial statement drafts
- 9) Any management letters, reports, or correspondence shall be consistent with the findings published in the audit report (i.e., they shall disclose no material matters not also disclosed in the findings found in the published audit report).
- 10) Audit documentation and Records shall be retained and available for a period of five 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 five-year period, the records are required to be maintained for three years from the date that all issues arising out of the actions are resolved or until the end of the five year retention period, whichever is later.
- 11) The selected auditor agrees that the CLO, the Director of Central Purchasing, and the State Auditor and Inspector will have the right to examine the audit documentation and other Records relevant to the audit. As used in this RFP, "Records" include books, documents, accounting procedures and practices, and other data, regardless of type, and regardless of whether such items are in written or electronic form.
- 12) The initial contract period is one year, with an option to renew annually for up to four successive fiscal years.
- 13) In accordance with Title 74, § 85.40, all travel expenses to be incurred by the Vendor that are part of the service for the contract shall be included in the total proposed fee. In addition, copying and other reasonable and necessary expenses will be reimbursed upon receipt of sufficient documentation. All such expenses shall be included within the total proposed fee.
- 14) RSM US, LLP performed the audit for the CLO for fiscal year 2015-2019. Prior working papers will be available to the auditor awarded the audit contracts for 2020-2024. The selected audit firm will pay reasonable personnel costs and out-of-pocket expenses associated with the working paper review. The auditor will be required to negotiate with RSM US, LLP concerning the review of working papers. All associated costs and fees shall be included in the total amount quoted and will not be reimbursed as a separate expense.
- 15) No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the bid and/or the resultant contract. All modifications to the bid/contract shall be agreed to in writing.
- 16) The CLO reserves the right to reject any bid that does not comply with the requirements and specifications of the RFP. A bid response may be rejected when the bidder imposes terms and conditions that would modify requirements of the bid or limit the bidder's liability to the State.
- 17) The proposal must include a completed Certification for Competitive Bid and a Supplier Contract Certification (attached).

## C. The Selection Process

The Vendor's proposal will be scored using the following categories:

- Demonstrated understanding the scope of services related to the CLO
- Professional qualifications of staff to be assigned to the audit engagement, including expertise, experience, and accessibility of those assigned on an on-going basis
- Demonstrated performance of the Vendor's firm over the past three years
- Audit approach and plan to maximize efficiency and effectiveness for the CLO
- Extent of audit experience within the past three years with similar governmental entities, including procedures and requirements applicable to CLO in state government investment & financial areas
- Commitment to government accounting and auditing
- Value added available services such as expertise in Commercial and Agricultural Real Estate, Investments, Actuarial, and Minerals
- Evaluation of fees in terms of best value proposal.

A Selection Committee will evaluate all proposals received. Finalists may be asked to make a presentation to the Selection Committee before final selection is made. The Selection Committee will then recommend a selection to the Commission for approval.

It is anticipated that a contract will be awarded within approximately two weeks following the proposal submission deadline. The CLO will provide written notification of the award to each Vendor after the selection is authorized by the Commission.

## D. Proposal Structure and Information Request:

Proposals should be structured in substantially the format and order listed below. Complete responses to each request below are required.

1. Table of Contents – Include a clear identification of the material by section and by page number.
2. Scope – Clearly define your understanding of the audit scope and required completion date. This information should specifically relate to the CLO's needs, requirements and procedures.
3. Personnel – Identify the supervisors, including auditor in-charge or senior accountants, and key staff who will work on the audit. Identify staff from other than the local office as non-local and list their home office(s). Resumes for each supervisory and staff person to be assigned to the audit must be included, and specific state government experience should be indicated. If any industry experts are to be assigned to the job, please provide hourly rates for such experts. The expertise and experience of each person must be identified. Additionally, please indicate the level of accessibility of each person by the CLO on an on-going basis. The resumes must be included in an appendix. Include the name and phone number of the person authorized to answer questions

about the proposal. If the firm intends to obtain (hire, contract) additional staff for the CLO audit, clearly indicate that fact and the number of additional staff needed to perform the work.

4. Audit Approach – Clearly document the Vendor’s approach to conducting the examinations. Demonstrate how this approach maximizes efficiency and effectiveness for the CLO. Document estimated staff hours and your audit plan timeline by using the Audit Plan Form (Exhibit 1).
5. Profile of the Firm
  - a. State whether your firm is local, national or international.
  - b. Give the location of the office from which the work is to be done and the number of partners, managers, seniors, and other professional staff employed at that office. Describe the management capacity and experience of your firm and procedures for the management of the engagement.
  - c. Describe the range of activities performed by the local office in the state governmental area, and specifically industry areas including investments, commercial and agricultural real estate, minerals, actuarial, and public trusts. Show demonstrated performance of the firm over the past three years.
  - d. Evidence of good standing (copy of annual permit card issued by the Oklahoma Accountancy Board for principal partner or engagement manager).
  - e. A copy of the audit firm’s most recent external quality control review report including letter of comments, if any.

6. Governmental Experience

For the office providing the services, describe the auditing experience for the last three (3) years similar to the type of audit requested by the CLO and provide the names and telephone numbers of client officials responsible for those audits listed. In particular, include experience with government units of comparable size and complexity to CLO, including similar trusts, and/or those with investments, mineral holdings, and commercial and agricultural real estate assets.

7. Additional Data

Give any additional information considered essential to this proposal, including involvement in state and local government organizations, seminars, etc. Publications of your firm, such as directories, articles and lists of clients, may be included but should not be voluminous.

In all cases where work experience is referenced, include dates during which work was performed, level of personnel involvement (manager, senior, staff, consultant, etc.) and type of work (audit, management advisory services, etc.).

The auditor may not represent any entities whose representation is in any way in conflict with the interests of the CLO or trusts of which the State of Oklahoma is the beneficiary. Vendor is requested to provide written confirmation that Vendor does not know of any such conflict.

Provide any value-added services that may be available, including by way of example, actuarial or valuation services, and investment, public trusts, real estate or mineral related services.



8. Fees

Proposals submitted in response to this Request for Proposal should include a completed Fee Proposal Form (see Exhibit 2) which includes the audit fee for the current year and the four subsequent years. Although there is no commitment on the CLO's part for the four subsequent years, these will be considered in reviewing and selecting the best value.

#### E. Mandatory Requirements for Submitting a Bid

1. Proposals must be received by the deadline only at the following address:

Commissioners of the Land Office  
External Financial Auditing Services Proposal  
ATTN: Simone Chandler, CPO  
204 N. Robinson, Suite 900  
Oklahoma City, Oklahoma 73102

2. The deadline for receipt of complete proposals is 4:30 p.m. CST on Friday, May 18, 2020. Proposals submitted to the incorrect address or location or received after this date and time will be rejected and will not be considered.
3. The Original Proposal must contain the Proposal Cover Sheet, fully completed, and signed. The Vendor shall submit an original proposal with five (5) copies.  
  
The original proposal, the proposal cover sheet, and five (5) copies must be submitted together in one completely sealed package, box, or envelope. It must be clearly marked "External Financial Auditing Services" on the outside face of the package containing the proposal in order that the receiving agent can identify it without opening the package.
4. Proposals may be either mailed or hand-delivered. If the proposal is sent by mail or express delivery service, the responding Vendor shall be responsible for actual delivery of the proposal to the proper address before the deadline. All timely proposals become the property of CLO.
5. All proposals, once opened, are considered to be a public record and shall be available for viewing and reproduction by any person.
6. In submitting this proposal, the Vendor must agree to an audit which provides that books, records, documents, accounting procedures, practices or any other items of the service provider relevant to the proposal and performance of the contract are subject to examination by the CLO, the Oklahoma State Auditor and Inspector, and the State Purchasing Director.
7. In an effort to clarify any issues in this RFP, CLO will respond only to questions that are presented through e-mail within an attached Word document. Questions should be submitted to Simone Chandler at [simone.chandler@clo.ok.gov](mailto:simone.chandler@clo.ok.gov). All questions and answers will be consolidated into a single Q&A document. All questions must be received by 4:30 p.m. CST on Friday, May 1, 2020. The Q&A document will be posted on the CLO web site at [www.clo.ok.gov](http://www.clo.ok.gov) on or after Wednesday, May 6, 2020. This will be the only distribution method for the Q&A document.
8. It is the responsibility of the Vendor to ensure compliance with all requirements and deadlines. Proposals which are not in compliance with the RFP requirements may be rejected. All proposals will be reviewed to determine if they satisfy the mandatory criteria in this RFP. Proposals not satisfying the mandatory criteria will be rejected.

9. All costs of preparation and presentation associated with a response to this RFP will be the responsibility of the Vendor. Vendors may be asked to make a presentation if selected as a finalist. Currently, the CLO anticipates that any such presentations will be scheduled the week of May 25, 2020.
10. The CLO reserves the right to award all, part, or none of this contract.
11. The Vendor shall be bound by the information and representations contained in any proposal submitted. The proposal is deemed to be a binding offer on the part of the Vendor.
12. Submission of a proposal in response to this RFP evidences the Vendor's acceptance of the terms and conditions contained within the RFP.
13. All Vendors must:
  - a. Agree that any resulting contract and services will be subject to and interpreted by Oklahoma law.
  - b. Agree that this RFP and the Vendor's response will be incorporated by reference to any resulting agreement.
  - c. Answer, to the best of its abilities, all questions in this RFP in the order presented.
  - d. Fully disclose any proposed subcontracting of any of the required services.

## F. Communication with CLO

In an effort to clarify any issues in this RFP, CLO will respond only to questions that are presented as described in Section E(7) above. Telephone questions will not be accepted.

CLO policy prohibits direct contact between prospective service providers and CLO Commission members, consultants, or staff during this RFP process. This does not include communication with any of CLO's incumbent service providers for normal business not related to this selection process. From the date of release of this RFP until a Vendor is selected and a contract is executed and approved, all contacts and communications regarding this RFP are restricted to the Q&A process. Exceptions include communications with CLO staff during negotiations, presentations, and contract award and execution. Violation of these conditions may result in rejection of a Vendor's proposal.

## G. General Terms and Conditions

1. **Applicable Laws and Courts**

This solicitation and any resulting contract shall be governed in all respects by the laws of the State of Oklahoma, and any litigation with respect thereto shall be brought in the District Court of Oklahoma County, Oklahoma. The Vendor shall comply with all applicable federal, state and local laws, rules and regulations.
2. **Ethics in Public Contracting**

By submitting bids or proposals, Vendors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from

any other vendor, supplier, or subcontractor in connection with the bid/proposal. Vendors must further certify that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of value, in exchange for procuring this contract.

3. Qualifications of Vendors

CLO may make such reasonable investigations as deemed proper and necessary to determine the ability of the Vendor to perform the services/furnish the goods, and the Vendor shall furnish to CLO all such information and data for this purpose as may be requested. CLO reserves the right to make a site visit at the offices of the Vendor prior to award to satisfy questions regarding the Vendor's capabilities. CLO further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Vendor show that the Vendor is not properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

4. Business Continuity

The Vendor must indicate any recent or anticipated changes in its corporate structure such as mergers, acquisitions, new venture capital, stock issue, etc.

5. Assignment of Contract

A contract shall not be assignable by the Vendor in whole or in part without the written consent of CLO.

6. Confidentiality

The Vendor is expected to comply with provisions of Oklahoma statutes regarding confidentiality of certain personal data of CLO's lessees and other constituents and agrees not to disclose confidential information to other parties without CLO's prior authorization and approval.

7. Period of Contract

It is anticipated that the initial contract shall be for a one-year period commencing on July 1, 2020, through June 30, 2021. Thereafter, the contract may be renewed by the Commission annually for four (4) additional one-year contract periods. The Commission reserves the right to terminate the contract upon 30 days' notice, with or without cause.

8. Ownership of Data and Work Product

There is a presumption that all work product generated for CLO under an award of contract, as well as all data compiled by the Vendor while performing the contract, shall become the sole property of CLO. CLO must be given reasonable access to all such work product or data compiled by the Vendor in the performance of this contract.

9. Hold Harmless Clauses & Indemnity

The CLO prohibited from holding a private entity harmless from liability or providing indemnity to a private entity for the acts or omissions of others. The contract between the successful Vendor and CLO will not have any such terms.

10. Taxpayer and Citizen Protection Act Compliance

By entering this Agreement, the Bidder certifies that it and any proposed subcontractors are in compliance with 25 O.S. § 1313 and participates in a 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) thorough the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

11. Non-Collusion

Any resulting contract is invalid and of no effect unless a notarized sworn non-collusion affidavit is provided by Bidder, pursuant to 74 O.S. § 85.22. (OMES-FORM-CP-004 attached).

12. Professional Services Certification

Pursuant to 74 O.S. §§ 85.41-.42, certification is required that no person involved in the development of the contract while employed by the State will be employed by the Vendor to fulfill the services required in the contract, and further that the audit report to be provided is not a duplication of a report previously provided to the CLO.

### III. FORMS

The attached required forms for bid submission include:

- A. Exhibit 1, Audit Plan Form
- B. Exhibit 2, Fee Proposal Form
- C. Exhibit 3, Certification for Competitive Bid
- D. Exhibit 4 Supplier Contract Certification

Please complete and execute each form to submit with the Vendor Proposal.

Exhibit 1

Audit Plan Form

	<u>Interim Fieldwork</u>	<u>Year-end Fieldwork</u>
Beginning date	_____	_____
Ending date	_____	_____
Number of staff assigned	_____	_____
<u>Estimated hours breakdown</u>		
Partner	_____	_____
Manager	_____	_____
Senior (In-charge)	_____	_____
Staff	_____	_____

Name of firm: \_\_\_\_\_

Signature of preparer: \_\_\_\_\_

Name and title: \_\_\_\_\_

Date: \_\_\_\_\_

## Fee Proposal Form

Fee Schedule

<u>Classification</u>	<u>Hours</u>	<u>Hourly Rate</u>	<u>Total</u>
Partner	_____	_____	_____
Manager	_____	_____	_____
Senior (In-charge)	_____	_____	_____
Staff	_____	_____	_____
Fees			_____
Expenses			_____
			_____
Total:			=====

Maximum percentage of any annual increases: \_\_\_\_\_ %

Total annual maximum dollar amount, including out-of-pocket expenses:

<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>	<u>2022-2023</u>	<u>2023-2024</u>
=====	=====	=====	=====	=====

Name of firm: \_\_\_\_\_

Signature of preparer: \_\_\_\_\_

Name and title: \_\_\_\_\_

Date: \_\_\_\_\_

## Certification for Competitive Bid



**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: \_\_\_\_\_ Agency Number: \_\_\_\_\_

Solicitation or Purchase Order #: \_\_\_\_\_

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



## Supplier Contract Certification



Solicitation or Purchase Order #: \_\_\_\_\_

Supplier name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Email address: \_\_\_\_\_

A. In accordance with 74 O.S. § 85.42, the supplier named herein 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.

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined in 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the supplier named herein further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

\_\_\_\_\_  
Supplier Authorized Representative Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Supplier Authorized Representative Printed Name

\_\_\_\_\_  
Title