



## Solicitation Cover Page

1. Solicitation #: 0400000736

2. Solicitation Issue Date: 06/02/17

3. Brief Description of Requirement:

On behalf of the Oklahoma Department of Agriculture, Food and Forestry Services, the Office of Management and Enterprise Services (OMES) Central Purchasing is requesting proposals for a self-contained modular slip-on firefighting unit consisting of tank, plumbing, reel, foam proportioner control panel, engine and pump that can be easily mounted or removed from a one-ton Cab & Chassis truck equipped with a flat bed.

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **3:00 p.m. CDT on June 9, 2017**. Questions are to be emailed to [dana.brittenham@omes.ok.gov](mailto:dana.brittenham@omes.ok.gov). Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers.

NOTE: Please note that on a Request for Proposal (RFP), no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date<sup>1</sup>: 6/21/17

Time: 3:00 PM CST/CDT

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

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

OKLAHOMA CITY, OK 73105

Common Carrier Delivery Address: 5005 N Lincoln Blvd, #300

OKLAHOMA CITY, OK 73105

Electronic Submission Address: N/A

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

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

7. Contracting Officer:

Name: Dana Brittenham

Phone: (405) 521-1037

Email: [dana.brittenham@omes.ok.gov](mailto:dana.brittenham@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 # \_\_\_\_\_

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 a certificate of insurance with the bid

☐ NO - Attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



**Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)**

**NOTE:** A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma Department of Agriculture Agency Number: 040

Solicitation or Purchase Order #: 0400000736

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☒ the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

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

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

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## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central

Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

#### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they

consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.8. Late Bids**

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
  - A.9.2.1. Any Addendum to the Contract;
  - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.3. Solicitation, as amended (if applicable); and
  - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review

to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

### **A.13 Negotiations**

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

### **A.14. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

### **A.15. Award of Contract**

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

### **A.16. Contract Modification**

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.



#### **A.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

#### **A.18. Invoicing and Payment**

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will be net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. Discounts offered must be in half or whole percent increments. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

#### **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. Overview**

The Oklahoma Department of Agriculture, Food & Forestry (ODA) is seeking a Supplier to furnish self-contained modular slip-on firefighting units consisting of tank, plumbing, reel, foam proportioner control panel, engine and pump that can be easily mounted or removed from a one-ton Cab & Chassis truck equipped with a flat bed. This equipment is necessary to complete the build-out of up to five (5) Type 6 Engines (commonly referred to as "Brush Pumps").

### **B.2. Contract Period**

The Contract Period is from the Date of Award through twelve (12) months.

### **B.3. Type of Contract**

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

### **B.4. 90 Day Extension**

The State may extend the term of this contract for up to ninety (90) day intervals if mutually agreed upon by both parties in writing.

### **B.5. Terms and Conditions**

**B.5.1.** All terms and conditions herein become the contract between the ODA and the Supplier. The Supplier agrees to comply with all of these terms and conditions. Supplier understands and agrees that when any term and/or condition contained within this contract is, or becomes, applicable to the Supplier's officers and/or employees, Supplier agrees to ensure that its officers and employees (collectively, "organization") abide by the terms and/or condition applicable to organization.

**B.5.2.** Drawings must be kept on file for five (5) years at the supplier's facility.

### **B.6. Termination of Contract**

**B.6.1.** Termination for Cause: The Supplier may terminate the Contract for default or other just cause with a thirty (30) day written request and upon written approval from ODA. The State may terminate the Contract for default or any other just cause upon a thirty (30) day written notification to the Supplier. The State may terminate the Contract immediately, without a thirty (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 thirty (30) day notice, or when ODA determines that an administrative error occurred prior to Contract performance. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

**B.6.2.** Termination for Convenience: The State may terminate the Contract, in whole or in part, for convenience if ODA determines that termination is in the State's best interest. The agency 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 sixty (60) days from the date the Notice of Termination for Convenience is issued by the agency. 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.

**B.6.3.** Funding: Due to possible future reductions in State and/or Federal appropriations, the Department cannot guarantee the continued availability of funding for this contract. In the event funds to finance this contract become unavailable, either in full or in part, due to such reductions in appropriations, the Department may terminate or reduce the contract in consideration and upon notice in writing to the Supplier. The Department shall be the final authority as to the availability of funds. In the event of non-appropriation or discontinuance of funding for this contract, the Supplier will be paid for products and/or services provided up to the effective date of termination.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. General Description**

**C.1.1.** The purpose of these specifications is to describe a self-contained modular slip-on firefighting unit consisting of tank, plumbing, reel, foam proportioner control panel, engine and pump that can be easily mounted or removed from a one-ton Cab & Chassis truck equipped with a flat bed. All components shall be mounted on a reverse "T" pump platform.

**C.1.2.** The unit shall have a water tank with capacity of 250 Gallons (U.S.) with the overall dimensions set according to customer's specifications. Empty weight will be approximately 850 pounds.

**C.1.3.** Dimensions of the reverse "T" platform can be found in Exhibit A to this document.

## C.2. Frame

The entire unit shall rest on an aluminum square tubular 3/16" thick, 2" square tubing frame that supports tank and platform. The frame is constructed so that the tank is fully supported with the areas between the interior frames not exceeding 540 square inches. The tank shall be isolated from the frame with 60 durometer, minimum .25" thick by 2" wide, hard rubber cushion between the frame and tank. Frame shall be manufactured by the supplier. The frame shall have no less than four (4) mounting flanges for mounting the entire unit to the truck flat-bed.

- C.2.1. The pump/hose reel area will be covered with aluminum tread plate.

## C.3. Water Storage Tank Construction

- C.3.1. The tank shall be constructed of 1/2" thick polypropylene sheet stock. This material shall be non-corrosive stress relieved thermo-plastic, natural black in color and U.V. stabilized for maximum protection. Materials used shall be compatible with firefighting foams, retardants and wetting agents, and meet FDA requirements for potable water. All joints and seams shall be extrusion double welded and tested for maximum strength and integrity.
- C.3.2. Tank shall be baffled to National Fire Protection Association (NFPA) specifications. **The transverse baffle partitions shall be manufactured of 3/8" minimum to 1/2" maximum stock of the same material** and extend from the floor of the tank to the cover to allow for positive welding and maximum integrity. All partitions shall be equipped with vent and air holes to permit movement of air and water between compartments. The partitions shall be designed to provide maximum water flow. All baffle partitions shall interlock with one another and be welded to each other, as well as to the walls of the tank. Grooves on tank wall to be cut on a Computer Numerical Controlled (CNC) machine to ensure baffle stability.
- C.3.3. Tank fill connections shall be backed with flow deflectors to diffuse the stream entering the tank.
- C.3.4. The end wall of tank shall have a vertical, translucent panel sight gauge.
- C.3.5. The tank shall have a combination vent and manual fill tower. The fill tower shall be constructed of 1/2" polypropylene and will be a minimum dimension of 6" x 6" outer perimeter and maximum dimension of 8" X 8". The tower shall have a 1/4" thick, removable polypropylene screen and a polypropylene stainless steel hinged cover. A combination vent and overflow pipe inside the fill tower, approximately 1 1/2" down from the top, shall be fastened to a combination vent outflow pipe. The vent overflow shall be a Schedule 80 polypropylene pipe.
- C.3.6. Tank shall have internal sump/baffle system of same material and construction. The sump shall have a minimum 1 1/2" threaded outlet on the bottom for a drain plug. This shall be used as a combination clean out and drain. The internal piping shall be Schedule 80 polypropylene pipe and all joints will be connected with G.F. electro fusion. The piping will terminate 1/2" from the bottom of the sump. The tank shall be equipped with an anti-cavitation device. The tank in its entirety shall be manufactured by the supplier.
- C.3.7. A separate ten (10) gallon internal foam cell shall be provided in the water tank. It shall be constructed of the same materials as the rest of the water tank. The gallons shall not reduce the rated capacity of the water tank. The foam cell shall have a separate fill tower and screen, constructed in the same manner as the water tank fill tower. The cover for the foam cell shall have a positive acting latch and a vent to seal the foam from the atmosphere but allow air to enter cell as foam concentrate is removed. Foam cell shall also have a vertical translucent strip foam level gauge in the tank rear wall. Foam cell shall have a 3/4" drain plug.
- C.3.8. The tank shall have a 1" NPSH-threaded outlet on the back, right corner for use as a tank drain.

## C.4. Pump and Engine

- C.4.1. The minimum pump and engine combination will be a Darley 1-1/2AGE 23V (or equivalent) single stage centrifugal pump powered by a Briggs & Stratton (or equivalent) 23 HP Electric/Manual start gasoline engine. A three (3) gallon minimum external aluminum fuel tank (SW Design from Aluminum Specialties or equivalent) shall be supplied. Fuel tank to have dimensions of 16"x17"x3" including mounting tabs, plastic cap and pit-cock valve mounted on the bottom of tank for draining. Fuel tank will be mounted by end user.
- C.4.2. Pump shall be equipped with an exhaust venturi-type primer. Pump will be plumbed to a 2-1/2" stainless-steel water distribution manifold.

## C.5. Control Panel

The control panel shall consolidate pump and engine controls at operator's position. Panel shall be constructed of stainless steel. Using CNC router, labels shall be etched into control panel identifying each function. Wiring is to be protected by a circuit breaker and enclosed in protective loom. The sides and rear of the panel shall be protected with a removable weather resistant cover. Panel to include the following:

- C.5.1. Vernier throttle control, twist-lock type with quick release center button
- C.5.2. Choke control
- C.5.3. Ignition switch with pilot light
- C.5.4. Start push-button

- C.5.5. Panel light with on/off switch
- C.5.6. Hour meter
- C.5.7. Automatic pressure loss switch
- C.5.8. Pressure gauge, 3-1/2" 0-400 PSI, silicone-filled, freeze-protected, with polished stainless steel trim ring
- C.5.9. Foam Proportioner control

## **C.6. Plumbing-General**

- C.6.1. Plumbing pipe shall be 304 seamless Schedule 40 stainless steel, welded, sanded and shot-blasted to a smooth finish.
- C.6.2. Stainless-steel braided hydraulic hose with reusable end couplings shall isolate the tank, hose reel, and discharge plumbing from engine vibration. On the discharge side of the pump, a 4" length minimum of stainless-steel braided hydraulic hose with reusable end couplings shall be used to isolate the discharge plumbing from engine vibration.
- C.6.3. Tank to pump line shall be 2" full flow, stainless steel braided hydraulic suction hose with reusable end couplings.
- C.6.4. The suction side of the pump will have a 2" valve and a 1-1/2" adapter with aluminum cap and retainer chain (NH thread) for tank fill and drafting purposes.
- C.6.5. All valves to be Elkhart (or equivalent) fire service quality with self-locking feature. Valves that are 1" or larger shall be full flow, quarter turn, swing out style bolted to stainless steel flange in order to provide maximum performance and ease of maintenance. All valves shall be labeled as to function.

## **C.7. Plumbing-Suction/Discharge Ports**

The pump plumbing will include the following:

- C.7.1. Pump to tank 1" refill/recirculation line equipped with a valve to permit refilling the tank directly from the pump.
- C.7.2. Tank to pump 2" suction line, equipped with a valve to control tank or overboard suction supply.
- C.7.3. Pump to reel 1" 304 seamless Schedule 40 stainless steel, welded, sanded and shot-blasted to a smooth finish and high-pressure flexible line with full flow valve, to supply reel booster hose.
- C.7.4. Auxiliary overboard 1½" discharge valve, (M), NH, with chrome cap and retainer chain, to supply additional hose line.
- C.7.5. Auxiliary overboard 2" draft connection with 1-1/2" male adapter (NH thread), with aluminum cap and retainer chain, to permit water supply from another source to suction inlet of pump.
- C.7.6. "1" Tank Drain with valve

## **C.8. Plumbing Discharges & Manifold**

- C.8.1. The discharge plumbing will be configured in the following order (see attached Exhibit B) from the discharge side of the pump (and vibration- isolation hose as described in 3.0):
  - C.8.1.1. One (1) 1" valve connection to the tank for tank fill/recirculation line;
  - C.8.1.2. The foam proportioner differential pressure valve;
  - C.8.1.3. The discharge manifold with one (1) 1-1/2" valve discharge with cap and chain;
  - C.8.1.4. One (1) 1" valve discharge to the hose reel.
- C.8.2. The discharge manifold shall have a valve on the bottom of the manifold at its lowest point to allow for draining.

## **C.9. Components**

All fasteners and adjustable plumbing brackets used shall be stainless steel. All tubing shall use quick connect metal camozzi fittings, rated to 500 psi and requiring no tools. No underside nuts or bolts shall be used. Non-slit corrugated loom shall cover all water and foam auxiliary lines.

## **C.10. Hose Reel – Aluminum Electric**

A single hose reel, Hannay Model SBEPF-30-23-24RT (or equivalent), is required. The side wheels shall be polished aluminum to reduce the potential for corrosion. Reel shall have electric rewind capability, powered by a 1/2 HP motor through a chain and sprocket drive. Reel to be equipped with 150' of 1" Reel-lite (or equivalent) booster hose, coupled with 1" NPSH-thread Bar-way couplings and complete with Task Force Tips DQS40 Ball Shutoff Pistol Grip Nozzle (or equivalent). Rotary joint to be 1" full-flow replaceable and suitable for repacking; designed to operate at pressures up to 1000 psi and temperatures from -80°F to +185°F. The base support shall be of all welded aluminum construction. Overall height will not exceed 25", overall length not to exceed 35" and width not to exceed 25". Water service provided through 1" full-flow valve with flexible, high-pressure hose fitted and secured with reusable couplings. Reel shall be provided with a pinion brake and a removable auxiliary hand crank for rewinding hose. Reel shall be mounted on the driver's side of the reverse "T" mounting platform.

### **C.11. Hose Guides – Single**

Reel to be provided with a single chromed roller guide to ease the hose deployment and reduce wear and damage to the hose.

### **C.12. Robwen 500B Foam System or equivalent**

- C.12.1.** A Robwen 500B built-in foam system with a five (5) gallon bladder tank shall be installed as an integral component of the slip-on with a separate control panel that matches the standard panel. It shall be installed in accordance with the manufacturer's instructions.
- C.12.2.** The unit shall be an automatic, discharge-side, mechanical systems powered only by the flow of water. The systems consist of a differential pressure valve, a control panel, electric refill pump, and a bladder tank. The system shall be capable of handling Class A foam concentrate. The foam proportioning operation shall be based on direct measurement of water flows, and remain consistent within the specified flows and pressures. The foam system shall be capable of delivering accurate foam concentrate at ratios from 0.1% to 1.0% and 3.0%.
- C.12.3.** The electric refill pump for the foam proportioner tank shall be located inside the pump control panel box.

### **C.13. Hydrant Fill**

A hydrant fill will be constructed from stainless steel flange and piping with a suction valve with chrome female swivel and plug. There will be a stainless steel diffuser extending approximately 7" into the tank and designed to allow the water to enter the tank without damaging any tank components.

### **C.14. Spare Tire Bracket**

Spare tire bracket shall be provided with corresponding space for spare tire storage on the top of the tank.

### **C.15. Draft Hose, Foot Valve and Strainer**

A 1-1/2" NH thread aluminum foot valve with strainer and two (2) eight (8)-foot sections of 1-1/2" NH thread draft hose shall be supplied.

## **D. EVALUATION**

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

See Section A.15.2

## **E. INSTRUCTIONS TO BIDDER**

### **E.1. Introduction**

Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

### **E.2. Proposal Format**

- E.2.1.** Completed "Responding Bidder Information" OMES Form CP 076
- E.2.2.** Completed "Certification for Competitive Bid and Contract" OMES Form CP 004
- E.2.3.** All Amendments Signed (if applicable)
- E.2.4.** Solicitation Request
- E.2.5.** Vendor Payee Form (if applicable) - The Vendor Payee form is provided for the responding Supplier that is a new, non-registered payee. OMES Vendor Management requires the information in the attached form before payments can be made to the supplier.

### **E.3. Bid Submission/Copies**

- E.3.1.** Bidder is to submit TWO (2) complete copies of their response on TWO (2) separate CDs, DVDs or USBs (one (1) copy on each) which includes the completed proposal, including the scanned images of the OMES signed forms. The disc/USB must be an unprotected document.
- E.3.2.** Original hard copies are neither required nor preferred. This overrides hard copy submittal requirements of A.2.4.
- E.3.3.** Please ensure the Discs/USBs are clearly marked with the RFP number.
- E.3.4.** PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

#### **E.4. Drawings**

To ensure unit will be built to ODA's specifications, C.A.D. drawings from multiple angles of the complete package will be provided to and *approved by ODAFF Forestry Services prior to construction of the unit.*

#### **E.5. DELIVERY TERMS:**

Unit must be completed ninety (90) days or less from date of award. Unit is to be installed on a new vehicle that will be delivered to the successful bidder.

### **F. CHECKLIST**

#### **F.1. Vendor Response Checklist**

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

- F.1.1.** OMES Form CP 076 – Responding Bidder Information
- F.1.2.** OMES Form CP 004 – Certification for Competitive Bid and/or Contract (Non-Collusion Certification)
- F.1.3.** Signed Amendment(s), if any
- F.1.4.** Solicitation Request
- F.1.5.** Vendor Payee Form, if applicable
- F.1.6.** Two (2) electronic copies of bid response (Section E.3)

### **G. OTHER**

#### **G.1. Questions**

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than June 9, 2017 at 3:00 p.m. CDT. Questions are to be emailed to [dana.brittenham@omes.ok.gov](mailto:dana.brittenham@omes.ok.gov). Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. Any communication regarding this solicitation must be sent to the Contracting Officer listed above. Failure to do so, (contacting the agency directly) may result in your proposal being deemed as non-responsive. Please be sure to reference the solicitation number when emailing questions.

#### **G.2. Attachments**

- G.2.1.** Attachment A – Skid Unit Platform Measurements and Layout for Pump/Engine and Hose Reel
- G.2.2.** Attachment B - Plumbing Discharges & Manifold Layout

### **H. PRICE AND COST**

#### **H.1. Price Submission**

The price must be submitted as indicated on Attachment 1 - Solicitation Request. The amount shall encompass all associated costs, to include, but not limited to supplies, labor cost and fuel cost. Any bids with reference to mileage charges shall be deemed "non-responsive", and shall not be considered for this contract. Submission of pricing is to be on the Solicitation Request page.



# SOLICITATION REQUEST

☐ Request for Quote

☐ Request for Proposal

☐ Request for Bid

**Dispatch via Print**

## Department of Agriculture

OK DEPT OF AGRICULTURE, FOOD & FORESTRY  
ADMINISTRATIVE SERVICES  
2800 N LINCOLN BLVD  
OKLAHOMA CITY OK 731054298

Request Quote ID.	Date	Buyer	Page
0400000736	05/24/2017	Dana Brittenham	1
Payment Terms	Date	Time	Quote Open Closing
0 Days	05/31/2017	12:35 PM	06/21/2017 03:00 PM

Requisition Number Reference: From Req ID - 0400000736

**Ship To:** OK DEPT OF AGRICULTURE, FOOD & FORESTRY  
FORESTRY SERV-RURAL FIRE DEFENSE PGM  
830 NE 12TH AVE  
GOLDSBY OK 730939017

**Bill To:** OK DEPT OF AGRICULTURE, FOOD & FORESTRY  
ADMINISTRATIVE SERVICES  
2800 N LINCOLN BLVD  
OKLAHOMA CITY OK 731054298

**Supplier:** NAME

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

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

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

### Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	40151563 / Pump, Fire Equipment, Mobile Fire Fighting tank, reel, engine and pump	5	EA		

<<Slip-on Pumper Unit (Self-contained modular slip-on firefighting unit consisting of tank, plumbing, reel, foam proportioner control panel, engine and pump at can be mounted or removed. In accordance with the solicitation specifications.l>>

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

COMMENTS:

See Solicitation Request for Specifications and Drawings

**This is NOT AN ORDER**

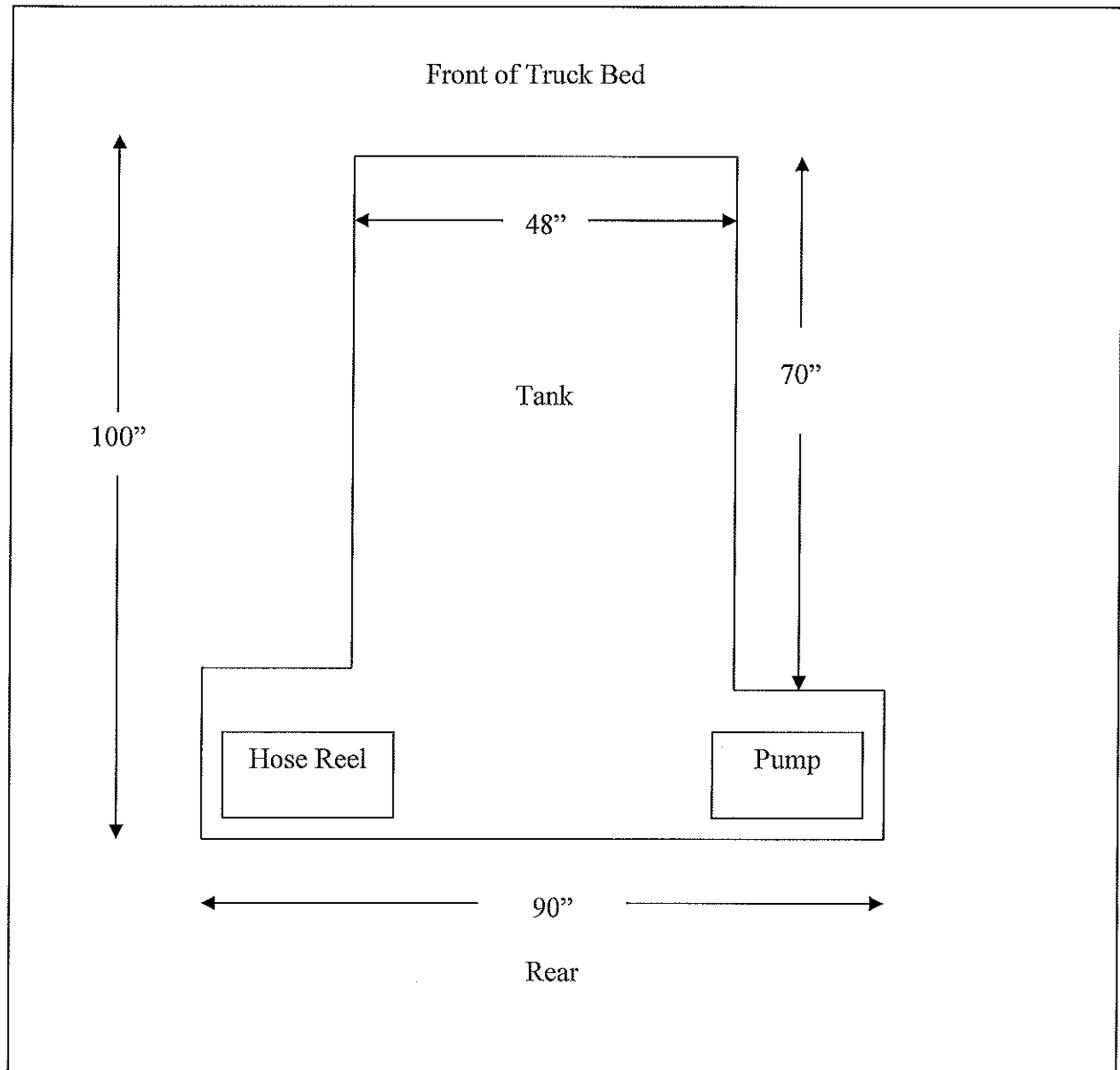
All returned quotes and related documents must be identified with our request for quote Number.

**Authorized Signature**



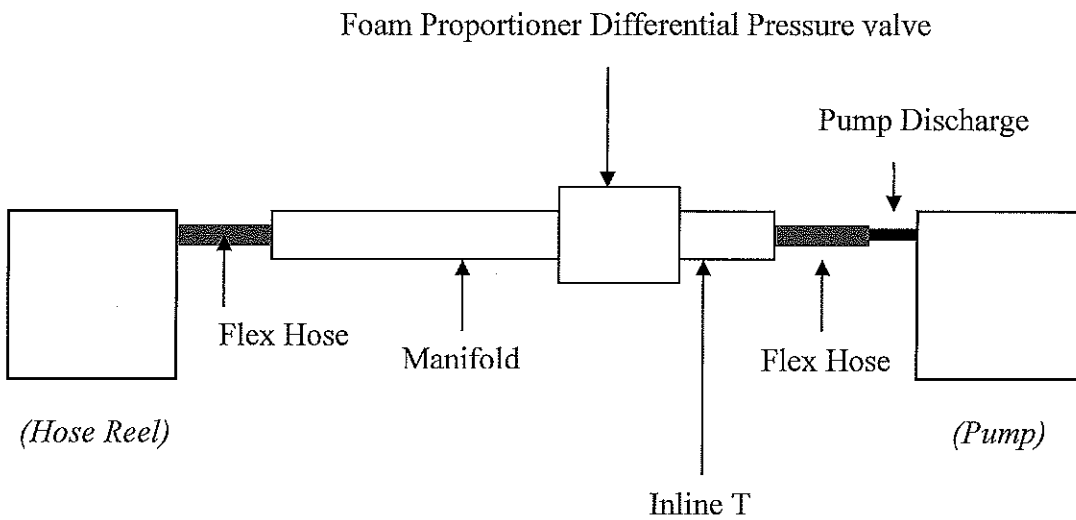
# ATTACHMENT A

## Skid Unit Platform Measurements & Layout for Pump/Engine and Hose Reel



# ATTACHMENT B

## Plumbing Discharges & Manifold Layout





# 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)

<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		

*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>	

## W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

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

### U.S. Taxpayer Identification Number (TIN)

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

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

### Entity Filing Classification:

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

☐ Limited Liability Company Type: \_\_\_\_\_ Disregarded Entity: ☐ YES ☐ NO

☐ Domestic (U.S.) Other Explain: \_\_\_\_\_

☐ Foreign (Non-U.S.) Sole Proprietor\* ☐ Foreign (Non-U.S.) Partnership\* ☐ Foreign (Non-U.S.) Corporation\* Type: \_\_\_\_\_

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

### FOREIGN VENDOR INSTRUCTIONS:

### \* ADDITIONAL DOCUMENTATION IS REQUIRED.

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

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

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

## SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

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

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

\_\_\_\_\_  
Signature of Vendor Representative or Individual Payee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of individual signing form for company

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

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

<input type="checkbox"/> <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> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 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 </div> <div style="width: 48%;"> 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) </div> </div>		
<input type="checkbox"/> <b>7 - NON-EMPLOYEE COMPENSATION</b> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 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 </div> <div style="width: 48%;"> 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 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 </div> </div>		
<input type="checkbox"/> <b>14 - GROSS PROCEEDS TO AN ATTORNEY</b> 553180 Settlements – Paid To/Thru Attorney		