



1. Solicitation #: 2900000096

2. Solicitation Issue Date: 3/20/2018

3. Brief Description of Requirement:

The Office of Management and Enterprise Services, Central Purchasing Division, on behalf of the Oklahoma Employment Security Commission (OESC) is accepting proposals for services directed at creation, purchase, storage and delivery of five (5) custom designed pressure seal paper forms to be used on Xerox high volume printers and LM20 (Moore LaserMate) and P300 (Paragon) sealers.

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than March 31st at 3:00pm Central Standard Times. Questions are to be emailed to, Cinnamon Alexander, cinnamon.alexander@omes.ok.gov. Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, suppliers will be notified the amendment is on our website. Any communication regarding this RFP 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 RFP number when emailing questions.

4. Response Due Date<sup>1</sup>: 4/12/2018

Time: 3:00PM CT

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

U.S. Postal Delivery Address: OMES Central Purchasing

5005 N. Lincoln Blvd

OKC, OK 73105

Common Carrier Delivery Address: 5005 N. Lincoln Blvd

OKC, 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: Cinnamon Alexander

Phone: 405-365-2581

Email: cinnamon.alexander@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

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## **A. GENERAL PROVISIONS**

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

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

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

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

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

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

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

date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.

- A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

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

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

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

By submitting a response to this solicitation:

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

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

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

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

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

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

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

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

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

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

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

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

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

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

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

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

#### **A.13. NEGOTIATIONS**

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

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

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

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

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies

that best value criteria is being used.

- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

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

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

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

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

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

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

#### **A.19. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **A.20. Audit and Records Clause**

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.21. Non-Appropriation Clause**

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

#### **A.22. Choice of Law**

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

#### **A.23. Choice of Venue**

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

#### **A.24. Termination for Cause**

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and



accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

#### **A.26. Insurance**

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

#### **A.27. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

#### **A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.29. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

#### **A.30. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Term, Renewal and Extension Options**

- B.1.1. The initial contract period shall begin on May 1, 2018 and shall extend through April 30, 2019. By mutual consent of the parties hereto, it is intended that there will be an option to renew for four (4) twelve month periods beginning May 1, 2019 and extending thru April 30, 2024. The supplier shall not commence work, commit funds, incur costs or in any way act to obligate the State as if he/she were the supplier until so notified in writing of the approval of the contract. The authorized State Representative is the only individual who can transmit that approval to the supplier.
- B.1.2. The State, at its sole option may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If option is exercised, the State will notify the supplier in writing prior to the contract and date.
- B.1.3. Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

### **B.2. Supplier and Sub-Suppliers Obligations**

- B.2.1. The supplier may use sub-suppliers in support of this contract; however, the supplier shall remain solely responsible for the performance of this contract.
- B.2.2. All payments for products or services shall be made directly to the supplier. If sub-suppliers are to be used, the sub-suppliers shall be identified in the proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-suppliers providing services under this contract.
- B.2.3. Supplier's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, supplier shall provide evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to supplier's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers compensation insurance, paid vacation or any other employee benefit.

### **B.3. Supplier Services**

- B.3.1. The quantities shown are estimates only and the State reserves the right to increase or decrease any quantities actually acquired. No commitment of any kind is made concerning quantities and each potential successful supplier should take that fact into consideration.

### **B.4. Failure to Provide**

- B.4.1. The supplier's repeated failure to provide defined services or product, without reasonable basis as determined by the Oklahoma Employment Security Commission (OESC) and the Office of Management and Enterprise Services, Central Purchasing Division shall constitute a material breach of the supplier's obligations, which may result in cancellation of the contract.

### **B.5. Disclosure and Conflict**

- B.5.1. In addition to any requirements at law or through a professional code of ethics or conduct, supplier is required to disclose any outside activities or interests that conflict or may conflict with the best interests of the State. Further, supplier shall not plan, prepare or engage in any activity that conflicts or may conflict with the best interests of the State during the period of this agreement without prior written notification of and written approval of the Attorney General. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees, or third-party individuals or entities holding contracts with the State.

**B.6. Billing**

- B.6.1. Invoices shall be submitted in arrears.
- B.6.2. The supplier should submit the invoice no later than the 20<sup>th</sup> calendar day of the following month. Invoices shall be based on a 30-day billing code.
- B.6.3. Invoices must contain the following minimum information:
  - B.6.3.1 Purchase Order number, and
  - B.6.3.2 Cost breakdown description including form number and quantity purchased.
- B.6.4. Invoices must be submitted to the OESC's Post Office Box address at: PO Box 52003, Oklahoma City, OK 73152-2003. Invoices submitted to the agency's physical address will be returned to the sender.

**B.7. Cost of Preparing Proposal**

- B.7.1. All costs incurred by the supplier for proposal preparation and participation in this competitive procurement will be the sole responsibility of the supplier. The State of Oklahoma will not reimburse any supplier for any such costs.

**B.8. Mandatory and Non-Mandatory Terms**

- B.8.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP.
- B.8.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Overview**

- C.1.1. The Office of Management and Enterprise Services, Central Purchasing Division, on behalf of the Oklahoma Employment Security Commission (OESC) is accepting proposals for services directed at creation, purchase, storage and delivery of five (5) custom designed pressure seal paper forms to be used on Xerox high volume printers and LM20 (Moore LaserMate) and P300 (Paragon) sealers.

### **C.2. Scope**

- C.2.1. The awarded supplier shall be required to provide the following forms during the contract period:
  - C.2.1.1. PS-20 up to 300,000 forms per 12 months
  - C.2.1.2. PS-30 up to 300,000 forms per 12 months
  - C.2.1.3. PS-60x up to 100,000 forms per 12 months
  - C.2.1.4. PS80 up to 150,000 forms per 12 months
  - C.2.1.5. PS90 up to 300,000 forms per 12 months
- C.2.2. The quantities listed above are estimates of maximum annual requirements. OESC will purchase in quantities as needed to have sufficient number of forms available. Supplier will store the documents and monitor levels available.

### **C.3. Design, Storage and Delivery**

- C.3.1. Supplier is to list the length of time it will take to create the initial design of the forms to be present to OESC for acceptance.
- C.3.2. Supplier is to list the length of time it will take to produce the approved forms and deliver to the supplier's storage facility.
- C.3.3. Supplier is to list the length of time it will take from time agency's request for forms, from the storage facility, to have them delivered to the agency's location in Oklahoma City.
- C.3.4. Documents must be stored in a secure facility with bonded employees. Supplier is to describe the conditions at the storage facility where forms will be stored after purchase, which shall include the following:
  - C.3.4.1. Security –
  - C.3.4.2. Temperature –
  - C.3.4.3. Humidity –
- C.3.5. Supplier is to list how quickly they will respond to email notifications from OESC.
- C.3.6. Supplier is to list when OESC will receive delivery of forms from supplier's storage to the OESC Print Shop after supplier receives email notifications. The current delivery address for the OESC Print Shop is the Will Rogers Building Basement 2401 N. Lincoln, C30 Oklahoma City, OK 73105.
- C.3.7. The building currently housing the OESC print shop only has one point of access, which will only accommodate a maximum of a 24 ft. box truck. Height of the truck cannot exceed 12 ft. 9 in. from the ground and the dock is approximately 4 ft. high. The building also does not allow pallet jacks due to possible damage to flooring. Please advise how the forms are packaged along with the method and description of delivery.
- C.3.8. Having forms available for printing at precise times is critical to the function of the Agency, and failure to efficiently manage these levels is cause for immediate cancellation of this contract. Describe the method and frequency the supplier will use to monitor stock levels and of notifying OESC.
- C.3.9. In the event an unforeseen issue occurs, please advise what procedures are in place for an

“expedited” printing and delivery of a form.

#### **C.4 Required Paper Specifications**

##### **C.4.1. Glossary of paper terms**

C.4.1.1. TAPPI – Technical Association of the Pulp and Paper Industry

C.4.1.2. ASTM – American Society for Testing and Materials

C.4.1.3. MM – millimeters of curl

C.4.1.4. AFS – away from seam side

C.4.1.5. SS – seam side

C.4.1.6. MD – machine direction curl (i.e. curl orientation in paper machine running direction).

C.4.1.7. CD – cross direction curl (i.e. curl orientation running 90 degree angle to paper machine running direction)

C.4.1.8. AI – away from image curl (i.e. curl away from side originally imaged)

C.4.1.9. TI – toward image curl (i.e. curl toward side originally imaged)

C.4.1.10. RH – relative humidity

##### **C.4.2. All paper used in the creation of OESC’s forms must be of a quality and consistency that will run successfully on Xerox high speed printers without causing undue jamming related to excess dust contamination or moisture excess.**

C.4.2.1. OESC requires that paper stock is 28 pound, white OCR bond, long grain. Note: OESC will not use recycled paper for these forms.

C.4.2.2. Describe the moisture content requirements of paper will be used to create OESC forms.

C.4.2.3. Describe the dust content allowable in the paper that will be used to create OESC forms.

C.4.2.4. Describe the standards for permanent records paper that will be met for the paper used to create OESC forms.

C.4.2.5. Describe the curl tests met for the paper that will be used to create OESC forms.

##### **C.4.3. Performance Testing**

C.4.3.1. Describe how you can guarantee that ongoing mill statistical sampling of finished reams will be performed on every production lot to guarantee conformance to OESC’s specifications.

C.4.3.2. Describe how you will guarantee that all sheets will meet printability requirements for Xerox high volume printers.

##### **C.4.4. Quality**

C.4.4.1. Describe the quality requirements for the paper the supplier will use to create OESC’s forms.

C.4.4.2. Describe the cut and finish on the ream sides

##### **C.4.5. Paper Packaging**

C.4.5.1. Describe the protective ream wrap and labeling for your product.

C.4.5.2. Describe the cartons and protective packing used for packing your paper product.

C.4.5.3. Indicate if the pallets are wrapped. If so, describe the wrap that is used in order to protect cartons from damage, dirt and moisture during shipment and storage.

C.4.5.4. Pallet construction currently allows for 4-way powered entry of handling equipment with surface/platform boards spaced to minimize carton damage in multi-tier stacking. Describe your pallet construction.

C.4.5.5. Indicate the number of cartons typically loaded per pallet. Cartons, which are stacked to a quantity that causes crushing of the product, will be refused.

C.4.6. Safety and Health

C.4.6.1. The paper shall not emit any obnoxious or irritating odor, nor release volatiles in sufficient quantities to be harmful to human health, when heated to temperatures normal in any Xeroxgraphic fusing system. Additionally, the paper shall not cause skin irritation or sensitization.

C.4.7. Adhesives

C.4.7.1. Describe how your adhesives have been tested, certified and guaranteed for use on Xerox high volume equipment. Provide the certification to OESC if available.

C.4.7.2. Currently, the finished product (after printing and sealing) shows a secure seal with each cohesive spot, showing fiber tear when opened immediately after sealing. Describe your finished product as relates to the seal and tear immediately after sealing.

C.4.8. Acceptance and Rejection

C.4.8.1. Following qualification completion, the supplying mill shall not make any changes to process conditions, furnish or equipment except by prior approval from OESC that might affect product performance or appearance. Failure to meet the requirements described will result in rejection of the product.

C.4.8.2. Suppliers who consistently deliver product late or deliver product that does not meet OESC standards as presented in the proposal or contract will be disqualified and the contract will be cancelled.

**C.5. Required Form Specifications**

C.5.1. Perforations lines for all forms are to be cut and/or rolled sufficiently to eliminate underside bulge to a minimal defection rate. Perforations should be heat resistant. Perforations are not to separate during processing through the Xerox printer and the pressure fold and seal process.

C.5.2. Cohesive: The paper will have a cohesive pattern pre-printed on the face and back, which will give a full perimeter seal when processed for mailing. The cohesive must not be affected by the printing process of the Xerox printer. The seal must be secure through the normal mail processing and must not allow tampering or compromise.

C.5.3. PS-20 Forms

C.5.1.1. Document will be a V-fold, single sheet

C.5.1.2. Size "8 1/2 x 11"

C.5.1.3. Perforations: The form shall have the following perforations to facilitate folding, opening and separation of the negotiable document in a V-fold configuration.

C.5.1.3.1.1. 1/2 inch from left and right edge of sheet.

C.5.1.3.1.2. 1/2 inch below the top edge of sheet and 1/2 inch above the bottom edge of sheet.

C.5.1.3.1.3. Horizontal fold assist perforation will be located 5 1/2 inches below the top edge of the sheet.

C.5.2. PS-30 Forms

C.5.2.1. Document will be a C-Fold, single sheet.

C.5.2.2. "Size 8 ½ by 14"

C.5.2.3. Perforations: The form shall have the following perforations to facilitate folding, opening and separation of the negotiable document in a C-Fold configuration.

C.5.2.3.1. ½ inch from left edge of sheet

C.5.2.3.2. ½ inch above and below the first horizontal fold assist perforation and ½ inch below the top edge of the sheet.

C.5.2.3.3. First horizontal fold-assist perforation: 4 2/3 inch from the bottom edge of the sheet

C.5.2.3.4. Second horizontal fold-assist perforation: 4 2/3 inch from the top edge of the sheet

C5.3. PS-60x Forms

C.5.3.1. Document will be Eccentric C-Fold with attached reply envelope

C.5.3.2. Size: 17" by 11", single sheet

C.5.3.3. Finger slide opening will be along the 11" edge

C.5.3.4. The forms shall have the following perforations to facilitate folding, opening and separation of the document in an eccentric C-Fold configuration.

C.5.3.4.1. First horizontal fold assist perforation: 6 inches from top edge of form.

C.5.3.4.2. Second horizontal fold assist perforation: 12 1/8 inches from top edge of paper

C.5.3.4.3. Perforation: 7 7/8 inch from top of paper

C.5.3.4.4. Perforation: 8 ½ inch from top of paper.

C.5.3.4.5. Perforation: 15 5/8 inches from top of paper

C.5.3.4.6. Re-moist glue strip, ½ inch wide, is located between the 7 7/8 inch perforation and the 8½-inch perforation.

C5.4 PS-80 Forms

C.5.4.1. Document will be an Eccentric C-Fold, single sheet with tear off return section

C.5.4.2 Size 8 ½ inches by 11 inches, cut sheet

C.5.4.3 Perforations: The form shall have one (1) horizontal perforation that is 3 5/8 inches above the bottom of the sheet, to allow for the separation of the return form.

C.5.4.4 Perforations for the separation will be 50-tie micro perf (50 blades to the inch with a .0010 tie) or appropriate to retain strength and stiffness.

C.5.4.5 Perforation ridge should face the back side of form (underside bulge should not face the photoreceptor while moving through the printer)

C5.5 PS-90 Forms

C.5.5.1. The document will be a C-Fold single sheet

C.5.5.2. Size: 8 ½ inches by 11 inches

C.5.5.3. The form shall have the following perforations to facilitate folding, opening and separation of the negotiable document

C.5.5.3.1. Perforation: 9/16 inch from left and 9/16 inch from right edge of the sheet

C.5.5.3.2. First horizontal fold-assist perforation: 3 2/3 inches from bottom edge of the sheet

C.5.5.3.3. Opening perforation: ½ inch above and ½ inch below the first horizontal fold-assist perforation

C.5.5.3.4. Opening perforation: ½ inch below the top edge of the sheet.

C5.6. All forms will be packed 1000 per carton

**C.6. Supplier Experience and References**

C6.1. Supplier is to describe their experience (if any) providing similar forms and services.

C6.2. Supplier must provide3 at least three (3) references from customers currently running over 1,000,00 of supplier's pressure seal forms per year on Xerox high volume printers. For each reference, provide the following:

C.6.2.1. Customer's company name and address

C.6.2.2. Name and address for customer contact who will be available and willing to discuss this reference.

C.6.2.3. Phone, fax and email address for customer contact.

C.6.2.4. Approximate quantity of pressure seal forms provided to customer annually.

C.6.2.5. References failing to respond to OESC's inquiry calls or emails for more than 24 hours will be deemed non-responsive and invalid.



## **D. EVALUATION**

D.1.1 This RFP will be evaluated on the following:

- D.1.1.1 Past performance in providing reliable pressure seal documents with storage and delivery as described in this RFP.
- D.1.1.2 Documentation of experience with quantities over 1,000,000 of pressure seal forms on Xerox high volume printers.
- D.1.1.3 Lead-time for creation of forms, delivery to the storage facility and delivery to OESC location.
- D.1.1.4 Cost submitted to using the Attachments A through F.

## **E. INSTRUCTIONS TO BIDDER**

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

E.1.1. Prospective suppliers are urged to read this solicitation carefully. Failure to do so will be at the supplier's risk. Provisions, terms and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract (s) will be administered in strict accordance with the plain meaning of the contents hereof. The supplier 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.

E.2. Supplier is required to submit one (1) electronic copy of the completed bid, to include scanned images of the required, signed forms. Electronic copy to be in Word, and is to be an unprotected document provided on a CD or via email attachment. This requirement supersedes the hard copy requirement listed in A.2.4.

E.3. The evaluation and selection of a supplier will be based on the information submitted in the proposal, the references submitted and the price of the products.

E.4. Failure to respond to each of the specifications (Section C) may be the basis for rejecting a response.

### **E.5. Form Samples**

E.5.1. Samples of the five forms will be available for pick-up from the Office of Management and Enterprise Services, Central Purchasing Division.

**E.6. Submission of Proposals**

- E.6.1. By submitting a proposal, supplier agrees not to make any claims for damages or have rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- E.6.2. If a supplier fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the solicitation, known to the supplier, or an error that reasonably should have been known by the supplier, the supplier shall submit a proposal at its own risk; and if awarded the contract, the supplier shall not be entitled to additional compensation, relief or time by reason of the error or its later correction. If a supplier takes exception to any requirement or specification contained in the solicitation, these exceptions must be clearly and prominently stated in their response.
- E.6.3. Completeness of proposal(s): Suppliers should respond in a complete, but concise manner. It is the supplier's sole responsibility to submit information in the proposals as requested by the solicitation. The supplier's failure to submit required information may cause their proposal to be rejected.

**E.7. Explanation to Suppliers**

- E.7.1. Suppliers who need clarification shall contact the Central Purchasing contracting officer shown on the RFP. Oral explanations or instructions will not be binding. Any information given a supplier concerning a solicitation will be provided promptly to all other suppliers as an amendment.
- E.7.2. General Solicitation Questions – Supplier may submit general questions concerning any specifications of the solicitation. Questions will be promptly answered in the form of an Amendment and posted on the OMES, Central Purchasing Division website. See G.1.
- E.7.3. When posing questions, every effort should be made to be concise and include section references, when possible.
- E.7.4. A notice of award in the form of a purchase order resulting from this solicitation will be furnished to the successful supplier and shall result in a binding contract.

## **F. CHECKLIST**

### **F.1 Completed RFP Response Packet returned via email or CD includes:**

- F.1.1. Completed form: Responding Bidder information
- F.1.2. Completed form: Certification for Competitive Bid/Non –Collusion Certification.
- F.1.3. Your response, organized utilizing tabs and section identifiers in the same format as the RFP
- F.1.4. Refer to sections A.2 and E.2 for general submission requirements.
- F.1.5. Supplier experience and Customer References, a minimum of 3. See section C.6.
- F.1.6. Cost Proposal (Refer to Section H and Attachments A through F.

## **G. OTHER**

G.1 All questions regarding this solicitation must be submitted in writing and are to be emailed no later than March 31<sup>st</sup> at 3:00pm Central Standard Times. Questions are to be emailed to, Cinnamon Alexander, [cinnamon.alexander@omes.ok.gov](mailto:cinnamon.alexander@omes.ok.gov). Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, suppliers will be notified the amendment is on our website. Any communication regarding this RFP 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 RFP number when emailing questions.

### **G.2 PS-80 Forms**

G.2.1. OESC has a significant amount of forms PS-80 on hand. The agency does not anticipate high volume usage of either form. In the event that OESC should need PS-80 forms for any reason, these forms are expected to meet the same quality, production, delivery options and expectations as the other OESC forms.

## **H. PRICE AND COST**

**H.1.** All pricing quoted must include forms, shipping to supplier's storage facility, shipping to OESC as requested, a minimum of six months storage for each quantity proposed as identified in Section C.

**H.1.1.** Price will be stated as a fixed price per thousand forms for each quantity stated on the appropriate Attachment. OESC intends to purchase approximately every 6 months but may opt to purchase at different intervals as best fits our need over the year. Contract will allow for a 6% increase in paper prices per option renewal period. Any increase should be included in the cost on the Pricing attachments. No change will be allowed during the initial year of the contract.

**H.1.2.** Supplier will respond with pricing per thousand forms for each of the quantities listed on the appropriate Attachment.

H.1.2.1. Attachment A-PS20

H.1.2.2. Attachment B – PS30

H.1.2.3. Attachment C – PS60

H.1.2.4. Attachment D – PS80

H.1.2.5. Attachment E – PS90



**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 Employment Security Office

Agency Number: 290

Solicitation or Purchase Order #: 2900003511

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



## Responding Bidder Information

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

1. RE: Solicitation # 2900000096

**2. Bidder General Information:**

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

**3. Bidder Contact Information:**

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

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

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

**4. Oklahoma Sales Tax Permit<sup>1</sup>:**

☐ YES – Permit #: \_\_\_\_\_

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

**5. Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: \_\_\_\_\_

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

**6. Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

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

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

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

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

## 7. Disabled Veteran Business Enterprise Act

- ☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- ☐ NO – Do not meet the criteria as a service-disabled veteran business.

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Authorized Signature

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Date

---

Printed Name

---

Title



## Vendor/Payee Form

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

**DO NOT use this form for:**

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

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

State agency should email completed and signed form to [vendor.form@omes.ok.gov](mailto:vendor.form@omes.ok.gov) or fax to 405-522-3663.

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

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

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

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

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

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



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

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

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

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

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

**Entity Filing Classification:**

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

☐ Limited Liability Company Type: \_\_\_\_\_

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

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

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

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

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

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/fw8.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/fw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/fw8bene.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/fw8eci.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/fw8exp.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/fw8imy.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><br>532110 Rent of Office Space<br>532120 Rent of Land<br>532130 Rent of Other Building Space<br>532140 Rent of Equipment and Machinery<br>532150 Rent of Telecommunications Equip<br>532160 Rent of Electronic Data Processing Equipment<br>532170 Rent of Electronic Data Processing Software<br>532190 Other Rents   | <input type="checkbox"/> <b>1- RENTS (continued)</b><br>532141 Rent of Motor Vehicles<br>532142 Lease of Motor Vehicles<br><br><input type="checkbox"/> <b>2 – ROYALTIES</b><br>553170 Royalties   | <input type="checkbox"/> <b>3 – OTHER INCOME</b><br>552120 Incentive Awards – Monetary & Material<br>552160 Incentive Payments – Oklahoma Horse Breeders & Owners<br>552170 Incentive Payments – Oklahoma Film Enhancement Rebate<br>553165 Current/Former Employee Reportable Court Ordered or Legal Settlements<br>553220 Other IRS Reportable Income |
| <input type="checkbox"/> <b>6 - MEDICAL &amp; HEALTH CARE PAYMENTS</b><br>515530 Veterinary Services<br>515700 Offices of Physicians (except Mental Health Specialists)<br>515710 Offices of Physicians, Mental Health Specialists<br>515720 Offices of Dentists<br>515730 Offices of Chiropractors<br>515740 Offices of Optometrists<br>515750 Offices of Mental Health Practitioners (except Physicians)<br>515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists<br>515770 Offices of Podiatrists<br>515780 Offices of all other Miscellaneous Health Practitioners<br>515790 Family Planning Centers<br>515800 Outpatient Mental Health & Substance Abuse Centers<br>515810 Other Outpatient Care Centers<br>515820 Medical and Diagnostic Laboratories   | 515830 Home Health Care Services<br>515840 Ambulance Services<br>515850 All other Ambulatory Health Care Services<br>515860 General Medical & Surgical Hospitals<br>515870 Psychiatric & Substance Abuse Hospitals<br>515880 Specialty Hospitals (except Psychiatric & Substance Abuse)<br>515890 Nursing Care Facilities<br>515900 Residential Services for People with Developmental Disabilities<br>515910 Residential Mental Health & Substance Abuse Facilities<br>515920 Community Care Facilities for the Elderly<br>515930 Other Residential Care Facilities<br>537210 Laboratory Services & Supplies<br>551230 Medical Services to Indigents (from agencies other than DHS)<br>551240 Hospital Services to Indigents (from agencies other than DHS)<br>551250 Other Health Services to Indigents (from agencies other than DHS)   |   |
| <input type="checkbox"/> <b>7 - NON-EMPLOYEE COMPENSATION</b><br>515010 Office of Lawyers<br>515020 Offices of Notaries<br>515030 Other Legal Services<br>515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services<br>515210 Payments for Contract Mentor Services<br>515220 Architectural Services<br>515230 Landscape Architectural Services<br>515240 Engineering Services<br>515250 Drafting Services<br>515260 Building Inspection Services<br>515270 Geophysical Surveying & Mapping Services<br>515280 Surveying and Mapping (except geophysical) Services<br>515290 Testing Laboratories<br>515300 Interior Design Services<br>515310 Industrial Design Services<br>515320 Graphic Design Services<br>515330 Other Specialized Design Services<br>515350 Custom Computer Programming Services<br>515360 Computer Systems Design Services<br>515370 Computer Facilities Management Services<br>515380 Other Computer Related Services<br>515400 Administrative Management & General Management Consulting Services<br>515410 Human Resources & Executive Search Consulting Services<br>515420 Marketing Consulting Services<br>515430 Process, Physical Distribution, & Logistics Consulting Services<br>515440 Other Management Consulting Services<br>515450 Environmental Consulting Services<br>515460 Other Scientific & Technical Consulting Services<br>515470 Research & Development in the Physical, Engineering, & Life Sciences<br>515480 Research & Development in the Social Sciences & Humanities<br>515490 Advertising and Related Services<br>515500 Marketing Research & Public Opinion Polling<br>515510 Photographic Services<br>515520 Translation & Interpretation Services<br>515540 All other Professional, Scientific and Technical Services<br>515550 Management of Companies & Enterprises<br>515560 Office Administrative Services<br>515570 Employment Placement Services<br>515580 Business Support Services<br>515590 Document Preparation Services | 515600 Telephone Call Centers<br>515610 Business Service Centers<br>515620 Collection Agencies<br>515630 Credit Bureaus<br>515640 Other Business Support Services<br>515650 Investigation & Security Services<br>515660 Educational Services<br>515940 Individual & Family Services<br>515950 Community Food, Housing & Emergency & Other Relief Services<br>515960 Vocational Rehabilitation Services<br>515970 Child Day Care Services<br>515980 Arts, Entertainment and Recreation<br>515990 Other Services (except Public Administration)<br>517110 Moving Expense – Employee Transfer<br>531150 Printing and Binding Contract<br>531160 Advertising<br>531170 Informational Services<br>531190 Exhibitions, Shows and Special Events<br>531220 Burial Charges<br>531330 Jury and Witness Fees<br>531500 Moving Expenses – General<br>533100 Maintenance & Repair – Other Items<br>533110 Maintenance & Repair of Buildings & Grounds (outside vendors)<br>533120 Maintenance & Repair – Equipment (outside vendors)<br>533130 Maintenance & Repair of Telephone Equipment (outside vendors)<br>533140 Maintenance & Repair of Data Processing Equipment (outside vendors)<br>533150 Maintenance & Repair of Data Processing Software (outside vendors)<br>533190 Maintenance & Repair – Employee Uniforms<br>545110 Purchase of Land Improvements<br>545210 CIP (Construction in Progress) – Land Improvements<br>546210 Buildings and Other Structures – Construction and Renovation<br>546220 Major Maintenance and Repair of Equipment<br>547110 Highway and Bridge Construction Expense – Contractual<br>547120 Maintenance and Repairs to Highways and Bridges<br>547210 Major Maintenance and Renovation – Bridges<br>552100 Stipends – Other<br>552120 Teacher Stipends (“Incentive” payments)<br>552130 Oklahoma Police Corps Stipends<br>553160 Non-Employee Reportable Court Ordered or Legal Settlements<br>554190 Voter Registration Services<br>561140 Pollution Remediation |   |
| <input type="checkbox"/> <b>14 - GROSS PROCEEDS TO AN ATTORNEY</b><br>553180 Settlements – Paid To/Thru Attorney   |  |   |