



Solicitation Cover Page

1. Solicitation #: 6290000033

2. Solicitation Issue Date: 1/11/19

3. Brief Description of Requirement:

Seeking bids for unarmed security services for the OSSM campus located at 1141 North Lincoln Boulevard, Oklahoma City, Oklahoma. OSSM is interested in contracting for a qualified unarmed security service as described in the attached Specifications and Guard Procedures. These services relate to comprehensive unarmed security and protective activities on behalf of OSSM.

4. Response Due Date¹: 1/31/19

Time: 3:00 PM CST/CDT

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

U.S. Postal Delivery Address: 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: Richard Williams

Phone: 405-522-1040

Email: Richard.Williams@omes.ok.gov

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

² If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries



Responding Bidder Information

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

1. RE: Solicitation # 6290000033

2. Bidder General Information:

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

☐ YES – Permit #: _____

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

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: _____

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

6. Workers' Compensation Insurance Coverage:

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

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

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

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

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

7. Disabled Veteran Business Enterprise Act

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

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title



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

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

Agency Name: Oklahoma School of Science and Math Agency Number: 629

Solicitation or Purchase Order #: 6290000033

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

TABLE OF CONTENTS

A GENERAL PROVISIONS..... 6

B. SPECIAL PROVISIONS13

C. SOLICITATION SPECIFICATIONS.....13

D. EVALUATION15

E. INSTRUCTIONS TO BIDDER18

F. CHECKLIST18

G. OTHER19

H. PRICE AND COST20

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.

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. CONTRACT PERIOD

The period of performance shall begin four (4) to five (5) weeks after Date of Award through June 30, 2019. Contract may be renewed at the same terms and conditions for two (2) successive one (1) year periods for fiscal years 2020 and 2021.

B.2. 90 DAY EXTENSION

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

B.3. MANDATORY VENDOR REGISTRATION FOR CONTRACT AWARD (IN ADDITION TO SECTION A.15.3)

B.3.1. Acquisitions issued by agencies under the authority of Title 74 require vendors to register with Central Purchasing prior to award. Vendors will not be required to register to submit a bid response but will be required to register prior to being awarded a contract and renew their registration prior to each renewal of an award.

B.3.2. Vendors pending contract award to a bid released by the Central Purchasing Division or other Oklahoma state agency MUST register with the state.

Online Registration: <https://www.ok.gov/dcs/vendors2/app/index.php>

B.3.2.1. Pursuant to 74 O.S. § 85.33.B: o A vendor may register with the Central Purchasing Division to be placed on the Supplier List for bid notification.

B.3.2.2. Registration entitles a supplier to receive all bid notices for the commodity classes specified by the vendor in the registration process for a period of one year.

B.3.2.3. The Vendor Registration fee is **\$25 for EACH** family code for which the vendor desires registration.

B.3.2.4. The following items describe information requested by the vendor registration application. To expedite the application process, vendors are encouraged to have the information readily available prior to beginning the registration application. If your company is not currently transacting business in the State of Oklahoma, you may not have some of the items listed. However, any vendor selected for award of a contract with the state of Oklahoma must meet the requirements prior to the issuance of a purchase order.

B.3.2.5. E-mail address - if possible, we encourage all vendors to create a central e-mail address, to which all state bidding e-mail correspondence can be sent. A central e-mail for your organization will assure personnel changes or employee absences do not inhibit your ability to receive timely notifications of State bidding opportunities.

B.3.2.6. An Oklahoma Sales Tax Permit Number and its Expiration Date or explanation of the exemption status (FAQs)

B.3.2.7. An Oklahoma Secretary of State Filing Number, or explanation of the exemption status (www.sos.ok.gov or 405-521-3911)

B.3.2.8. A Workers Compensation Insurance Certificate (PDF file) or explanation of the exemption status (FAQs)

B.3.2.9. Vendors must complete all 12 steps of the registration application, which require business information about your company, a substitute W-9 form and designation of the commodity codes/classifications your company is interested in. We recommend vendors search UNSPSC Website Code Posting to identify the applicable commodity codes prior to beginning the registration application. However, you will have the option to select and deselect a family, class and commodity during the online registration process before finalizing your application.

B.3.2.10. Payment information related to a bank checking account (example), or VISA, MasterCard or American Express credit card. All payments are made through an encrypted secure server and payment information is not stored after a transaction. You will receive confirmation after your registration is validated and approved by the Vendor Registration Officer.

B.3.3. Note to Vendors: The State of Oklahoma does NOT provide legal advice regarding exemptions from Sales Tax Permit, Secretary of State, and Workers Compensation Insurance registrations

B.4. DUTIES AND ASSURANCES

B.4.1. The successful bidder agrees that all work to be completed under this contract shall be performed in an effective and efficient manner and in compliance with all applicable state and federal laws and rules.

B.4.2. The successful bidder affirms it will be fully independent in performing the service and will not act as an agent, employee, partner or joint venture of Oklahoma School of Science and Math (OSSM).

B.4.3. The successful bidder agrees to hold OSSM and its faculty, staff, and students harmless from any claims, demands or other liabilities resulting from the successful bidder's or any of its agents' or employees' negligent act or omission to act in the performance of this contract.

- B.4.4.** The successful bidder attests by signed affidavit that it has made no payment of donation directly or indirectly to any elected or appointed official, officer, or employee of the State of Oklahoma or its political subdivisions nor waived payment of any money or other thing of value to obtain this, or other Contracts.

B.5. INSURANCE (IN ADDITION TO SECTION A.26.)

At his expense, the contractor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the contractor.

B.5.1. MINIMUM SCOPE OF INSURANCE

- B.5.1.1.** Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage.

B.5.1.1.1. OSSM and the contractor shall each be responsible for its own intentional and negligent acts or omissions to act. OSSM shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51 O.S. Section 151 et seq. The contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents. The contractor agrees to hold harmless OSSM of any claims, demands and liabilities resulting from any act or omission on the part of the contractor and/or its agents, servants, and employees in the performance of the contract. It is the express intention of the parties hereto that this agreement shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liabilities.

- B.5.1.2.** Workers Compensation and Employers Liability:

B.5.1.2.1. Workers Compensation limits as required by the State of Oklahoma and Employers Liability coverage.

B.5.1.2.2. The Workers Compensation certificate of insurance shall include the following language:

B.5.1.2.2.1. Our insured named above has certified in writing to us that (COMPANY NAME) has an agreement in effect with our insured that (COMPANY NAME) will obtain all of its workforce from our insured. To the extent this representation is true and correct coverage is provided for the employees of (COMPANY NAME).

B.5.2. ALL COVERAGES

- B.5.2.1.** Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to OSSM.

B.5.3. VERIFICATION OF COVERAGE

- B.5.3.1.** The contractor shall furnish OSSM with certificates of insurance detailing coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on the insurer's behalf. The certificates are to be received and approved by OSSM and shall be furnished after the award of the contract. OSSM reserves the right to require complete, certified copies of all required insurance policies, at any time.

B.6. LABOR, TRANSPORTATION AND MATERIALS

Contractor shall provide all labor, transportation and materials (except state furnished equipment) as required to provide the security described in this Contract. Please see section titled "Scope of Work". The contractor shall be required to perform the work under the contract without subletting to other vendors or individuals.

B.7. INVOICES AND PAYMENT (IN ADDITION TO SECTION A.18.)

- B.7.1.** The successful bidder shall invoice OSSM for the work performed on a monthly basis. Invoices shall identify the dates and work performed. Invoices are to be directed to:

B.7.1.1. Vice President of Administrative Services

B.7.1.2. Oklahoma School of Science and Mathematics

B.7.1.3. 1141 North Lincoln Boulevard

B.7.1.4. Oklahoma City, OK 73104

- B.7.2.** Payment shall be made within 45 days of receipt of each itemized invoice and confirmation that all invoiced services were properly performed. In case of dispute on any invoiced service or good, partial payment may be made on undisputed items. OSSM shall not pay costs incurred by the successful bidder that are not within the scope of work unless an amendment has been executed by OSSM and the successful bidder with approval of OMES - Central Purchasing (OMES-CP).

B.8. NOTICES

Notices to the successful bidder shall be addressed to the name and address specified in the signed Purchase Order. Notices to OSSM shall be sent to the Vice President of Administrative Services, Oklahoma School of Science and Mathematics, 1141 N. Lincoln Boulevard, Oklahoma City, OK 73104. Copies of notices subject to this section must also be sent to the OMES-CP representative's name and address specified in the signed Purchase Order.

B.9. SEVERABILITY

The provisions of this Contract are severable, and if any part or provision hereof shall be held void, it shall not be deemed to render any other provisions void or affect or impair the effectiveness of other parts or provisions.

B.10. Minor Deficiencies or Informalities

- B.10.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- B.10.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

C. SOLICITATION SPECIFICATIONS

C.1. INTRODUCTION AND GENERAL INFORMATION

C.1.1. GENERAL OVERVIEW:

- C.1.1.1.** The Oklahoma School of Science and Mathematics (OSSM) is an agency of the State of Oklahoma that provides an educational program in a residential setting for junior and senior level high school students from across Oklahoma with an emphasis on the study of the sciences and mathematics. The school year starts in mid-August and ends at the end of May. During the summer, there are numerous seminars and camps, both residential and non-residential that are held on the campus. These summer programs are attended by both teachers and students of various ages from across the State of Oklahoma.
- C.1.1.2.** During the school year, all students must remain on campus twenty-four (24) hours a day, seven days a week except for approved absences. On the weekend, an average of approximately fifty percent (50%) of the student body remains on campus. The student body (approximately 140) population's age will range from fourteen (14) years to eighteen (18) years old. In addition there are approximately fifty-five (55) faculty and staff that work on the campus. Residential staff and their families live in the dorm 365 days per year. The campus has numerous visitors and guests throughout the day and evening.
- C.1.1.3.** Physical Plant: The OSSM campus is located on approximately thirty-two (32) acres at Northeast 10th and Lincoln Boulevard in Oklahoma City. The campus is enclosed by a perimeter fence that has five (5) functioning driveway gates, all of which remain locked at all times except for the delivery gate and main gate that are open during approved times. There are also three (3) pedestrian gates that are locked at all times.
- C.1.1.4.** The campus consists of five (5) buildings:
 - C.1.1.4.1.** The Senator Bernice Shedrick Library (22,000 sf),
 - C.1.1.4.2.** The Dan Little Residence Hall (102,000 sf),
 - C.1.1.4.3.** The Physical Education Facility (18,700 sf),
 - C.1.1.4.4.** The Manning Academic Center (48,000 sf)
 - C.1.1.4.5.** The Samson Science and Discovery Center (26,000 sf).
- C.1.1.5.** All building doors except for the main public entrance door located at the library remain locked at all times except for approved times and access is granted using the Access Gold keycard system and/or Unican/Iico lock system. There is a computer monitoring system that functions as the monitoring system for tracking building traffic and other pertinent activity such as door tampering and fire alarms.

C.1.2. PURPOSE OF BID

The OSSM invites competitive bids for unarmed security services for its campus located at 1141 North Lincoln Boulevard, Oklahoma City, Oklahoma as specified herein. OSSM is interested in contracting for a qualified unarmed security service as described in the attached Specifications and Guard Procedures. These services relate to comprehensive unarmed security and protective activities on behalf of OSSM.

C.2. SCOPE OF WORK

The successful bidder shall be fully responsible for management and operation of the unarmed security guard services for the property listed herein. The requirements listed herein are a statement of the minimum level of work and services to be provided. The successful bidder shall provide all the management, administrative, and technical support for the effective and timely accomplishment of the contract.

C.2.1. INITIAL MEETING

C.2.1.1. Once awarded, the initial meeting between the successful bidder and OSSM shall contain the following actions:

C.2.1.1.1. The successful bidder will assist in modifying the existing policies, procedures, and protocol to meet the needs of OSSM.

C.2.1.1.2. An organization chart shall be set by OSSM in which the security personnel or supervisor must report. (i.e., maintenance, etc.).

C.2.2. PURPOSE OF WORK

C.2.2.1. The successful bidder must provide security services for the purpose of:

C.2.2.1.1. Protecting OSSM faculty, staff and students from threatened and/or actual bodily harm, theft and/or robbery.

C.2.2.1.2. Deterring property damage, auto and other theft and vandalism to the property of OSSM, as well as property of the faculty, staff, and students.

C.2.2.1.3. The services to be provided include but are not limited to:

C.2.2.1.3.1. Conducting security patrols in accordance with the routes and schedules established in the post orders.

C.2.2.1.3.2. Prevention of acts of vandalism, including graffiti and theft.

C.2.2.1.3.3. Preventing unauthorized persons from entering the facility.

C.2.2.1.3.4. Issuance of on-campus passes while monitoring activity from the library reception area.

C.2.2.1.3.5. Intra-agency mail courier between the five (5) buildings located on campus.

C.2.2.1.3.6. Relief of main entrance receptionist for his/her scheduled breaks.

C.2.2.1.3.7. Occupying the front reception area to check visitors in and issue passes during non-operational agency hours based on a schedule to be determined.

C.2.2.1.3.8. Additional duties upon request of the Vice President of Administrative

C.2.2.1.3.9. Services or other designated OSSM official.

C.2.3. SECURITY SERVICE LICENSING

C.2.3.1. The successful bidder must be licensed by the State of Oklahoma to furnish professionally trained individuals who have been certified by the Council on Law Enforcement, Education and Training (CLEET) as outlined in OAC Title 390, Department of Labor. A copy of the CLEET license authorizing the bidder to conduct business in the State of Oklahoma as a Security Guard Agency is required with the submitted bid.

C.2.4. PERSONNEL

C.2.4.1. The contractor shall provide all manpower necessary to fully satisfy the requirements of the contract. OSSM reserves the right to interview any and all personnel to be assigned to the OSSM campus.

C.2.4.2. OSSM requires the following staffing levels:

C.2.4.2.1. Students in residence: This is defined as any day, weekday or weekend, when the residential students are on campus. The staffing level during these periods of time shall consist of three (3) eight (8) hour shifts to be divided among the successful bidder's personnel resulting in a security guard on site twenty-four (24) hours a day with one (1) supervisory shift to be scheduled during the normal operating hours of OSSM.

C.2.4.2.2. Students not in residence: This is defined as any weekday when the residential students are not on campus (for example - spring break, summer, etc.). The staffing level during these periods of time shall consist of a security guard on duty from 4:00pm until 8:00am on Monday through Thursday and weekend staffing from 4:00pm Friday through 8:00am Monday.

C.2.4.2.3. Holidays that fall on Monday through Friday: Security Guard on duty from 8:00am to 4:00pm.

C.2.4.2.4. A resume is required for Supervisor and must have five (5) years of experience as a security professional and a minimum of two (2) years of experience at a supervisory level.

- C.2.4.2.5. The supervisor assigned to OSSM will be responsible for scheduling the personnel.
- C.2.4.2.6. Each security guard shall have a minimum of one (1) year experience and be CLEET certified.
- C.2.4.2.7. All security personnel must be physically and mentally alert, articulate, even-tempered, courteous and able to get along well with the public; trained in public disturbance techniques; and prepared to control abusive, hostile or violent persons.
- C.2.4.2.8. All personnel assigned to duties at the agency's facilities must be acceptable to OSSM. OSSM management reserves the opportunity to review the records and interview applicants for all on-site security personnel positions. The successful bidder shall not assign any applicant disapproved by OSSM. The successful bidder agrees to immediately replace any security agent at the request of OSSM.
- C.2.4.2.9. The successful bidder shall provide each of the security personnel with an appropriate uniform and the successful bidder shall present a neat, clean and well-groomed appearance at all times.
- C.2.4.2.10. The successful bidder must have a mandatory drug-testing program in place.
- C.2.4.2.11. The successful bidder shall only employ qualified personnel who are proficient in performing assigned tasks, are drug-free and proficient in the English language.

C.2.5. ACCESS

- C.2.5.1.** The bidder will be provided keys for access to all areas covered by the contract. With the exception of a magnetic key provided to each officer, keys will not be removed from the site. Keys may not be duplicated and are not to be retained by security personnel when not performing duties under the contract. The cost of replacing missing keys and changing locks is the responsibility of the contractor. The successful bidder shall ensure the security of the keys is maintained at all times.

C.2.6. PROCEDURES

- C.2.6.1.** Security personnel shall accept verbal procedural changes from the Vice President of Administrative Services for OSSM or other OSSM designated officials in the event of an emergency situation or when needed for normal daily operations.
- C.2.6.2.** OSSM agrees that its verbal instructions will be immediately committed to writing and given to the successful bidder or the successful bidders' agent.

C.2.7. COMMUNICATION

- C.2.7.1.** The successful bidder shall maintain a list of up-to-date OSSM employee names and telephone numbers and provide the list to each security guard for notification purposes.
- C.2.7.2.** The successful bidder shall at all times maintain a communications system between all on-duty officers assigned under this Contract and the successful bidder's central office.
- C.2.7.3.** The successful bidder shall give immediate notice to the Vice President of Administrative Services or other contact(s) designated by OSSM, of any situation requiring action of on-duty security guards. The successful bidder and security officers shall keep OSSM advised on all non-routine situations and general security concerns which could affect the safety of OSSM's personnel or OSSM's property.
- C.2.7.4.** A written daily activity report recording the on-duty agent, times of rounds and of situations requiring security investigation and/or intervention shall be kept by each security officer and maintained in a log to be viewed at the discretion of security personnel or authorized personnel of OSSM.
- C.2.7.5.** In the event of an unusual situation, the successful bidder shall ensure its security agents file a written report with the VP of Administrative Services or other contact designated by OSSM detailing the occurrence before completion of shift.
- C.2.7.6.** There will be mandatory monthly meetings (in person) with a representative of the successful bidder and OSSM Vice President of Administrative Services and/or other designated OSSM official.

D. EVALUATION

D.1. EVALUATION CRITERIA

- D.1.1.** The State of Oklahoma utilizes Best Value Criteria to evaluate all service contracts. The criteria for evaluation of proposals, and selection of the successful respondent for this award, will be based on the criteria listed below:
 - D.1.1.1.** Pricing Structure
 - D.1.1.2.** Successful Past Performance and Program Experience
 - D.1.1.2.1.** Reference Checks
 - D.1.1.2.2.** Contracts of similar scope and size
 - D.1.1.3.** Willingness and Ability to Meet the Security Needs of OSSM
 - D.1.1.3.1.** Personnel Evaluation
 - D.1.1.3.2.** Hiring and scheduling practices
 - D.1.1.3.3.** Ability to develop procedures and practices to ensure the safety and security of the OSSM campus and community

E. INSTRUCTIONS TO BIDDER

E.1. INTRODUCTION

- E.1.1.** 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 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 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.1.2.** By submitting a proposal in response to this RFP, the supplier represents they have read and understand the scope of services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
- E.1.3.** The failure or omission of any supplier to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing will in no way relieve any supplier from any obligations with respect to its proposal or to the contract.

E.2. SUBMISSION/COPIES:

- E.2.1.** Supplier is to submit two (2) electronic copies of their complete response on TWO (2) separate USB which includes scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a USB drive/flash drive/thumb drive.
- E.2.2.** Faxed or emailed responses will not be accepted. Original hard copies are not required or preferred. This overrides hard copy submittal requirements of A.2.4. PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

E.3. SUBMIT A RESPONSE TO THIS RFP IN THE FORM OF A "PROPOSAL PACKAGE."

E.4. THE "PROPOSAL PACKAGE" MUST INCLUDE:

- E.4.1. BID SPECIFICATIONS:**
 - E.4.1.1.** Describe the bidder's business organization (how it is organized), number of years in business in the state, personnel (how many people will be utilized to fulfill this contract), experience of personnel proposed to be assigned to this contract (minimum of one (1) year experience)
 - E.4.1.1.1.** Each bidder must provide a copy of their company's policies and procedures in which the company operates.

E.4.2. References

E.4.2.1. The bidder is to have their references fill out either Attachment A or B and submit all references with their bid. OMES/CP may contact references for validation.

E.4.2.1.1. Attachment A

E.4.2.1.1.1. Each bidder is to have four (4) references complete Attachment A with two (2) of the references being of contracts similar in scope in which the bidder has dealt with minors and/or residential occupants. Each reference should be completed by one (1) individual employed by the referenced client with whom the bidder worked closely when providing the services.

E.4.2.1.2. Attachment B

E.4.2.1.2.1. Each bidder is to have one (1) vendor in which the bidder has ceased to provide security services within the last two (2) calendar years fill out Attachment B.

E.4.3. Rate Information

E.4.3.1. The bid shall be stated as an hourly rate at which on-site services will be provided. Please note that there will be no extra pay for holidays.

E.4.3.2. The bid shall also include the following options for special events and needs of OSSM:

E.4.3.2.1. Hourly rate for armed security personnel

E.4.3.2.2. Hourly rate for unarmed security personnel

E.4.4. Contact Information

E.4.4.1. The bidder should designate the local contact office location with street and e-mail (if any) addresses and contact numbers (telephone, fax, etc.).

E.4.4.2. Identify the individual and his telephone numbers (office, mobile, and pager) who will be directly responsible for all activities of the bidder in connection with this project.

E.4.4.3. Identify key supervisory personnel by name and title, identify part-time employees, and give the job description and the job requirements of each employee to be hired as security guards.

E.4.5. SECURITY SERVICES PLAN

E.4.5.1. Provide a security services plan that describes how the requirements of the section "Scope of Work" are to be satisfied and a plan that specifies exact services and manpower to be furnished by Contractor. The bidder shall provide a proposed organizational chart for staffing the required services at OSSM.

F. CHECKLIST

F.1. 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. _____ Responding Bidder Information Form CP-076

F.1.2. _____ Non-Collusion Certification Form CP-004

F.1.3. _____ All amendments signed (if applicable)

F.1.4. _____ Proof of Liability and Worker's Compensation Insurance

F.1.5. _____ OMES PAYEE/VENDOR Form (If not currently registered with the state)

F.1.6. _____ Mandatory Vendor Registration for Contract Award (In Addition to Section A.15.3) (Section B.3.)

F.1.7. _____ Proposal Package (Section E.4.)

F.1.8. _____ Attachment A - Four References

F.1.9. _____ Attachment B – One Reference

G. OTHER

G.1. SITE VISIT

A site visit is optional to any supplier that wishes to visit the OSSM campus located at 1141 North Lincoln Boulevard, Oklahoma City, OK. In order to visit the campus, please email Richard.Williams@omes.ok.gov to set up a time. The option to visit the campus will be on 1/17/19. If you wish to visit the campus, you must email the contracting officer by noon on 1/16/19. If the day to visit the campus does not work for any supplier, another day may be available.

G.2. QUESTIONS

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than 3:00 PM CST/CDT on 1/22/19 to the OMES/Central Purchasing Division Buyer via emailed to – Richard.Williams@omes.ok.gov. Questions received after this date may 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, vendors will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the OMES/Central Purchasing Division Buyer listed above. Contacting any other agency personnel may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions

H. PRICE AND COST

H.1. See Section E.

Reference Checks – Security Contract

Vendor:

Reference:

Address:

Telephone #:

Email Address:

Date:

How long have they had the contract?

What services does the company provide for you?

Is the vendor's performance satisfactory?

Is the job adequately staffed?

Any problems or concerns?

Reference Checks – Security Contract

Vendor:

Reference:

Address:

Telephone #:

Email Address:

Date:

How long did they have the contract?

What services did the company provide for you?

Reason the vendor lost the contract?

Was the vendor's performance satisfactory?

Any problems or concerns?



Vendor/Payee Form

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

DO NOT use this form for:

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

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

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

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

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

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

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

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

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

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

U.S. Taxpayer Identification Number (TIN)

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

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

Entity Filing Classification:

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

☐ Limited Liability Company Type: _____

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

☐ Domestic (U.S.) Other Explain: _____

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

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

FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.

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

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

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

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

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

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

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

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

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

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income		
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories </td> <td style="width: 50%; vertical-align: top;"> 515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS) </td> </tr> </table>			515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)
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<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management 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<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney				