



# Solicitation Cover Page

1. Solicitation #: 5660001155

2. Solicitation Issue Date: May 17, 2019

**3. Brief Description of Requirement:**

The Office of Management and Enterprise Services on behalf of the Oklahoma Tourism and Recreation Department is soliciting bids for Temporary Employment Service for Roman Nose State Park.

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

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **May 22, 2019 at 3:00 p.m. Central Standard Time**. Questions are to be emailed to [Shanica.Burdex@omes.ok.gov](mailto:Shanica.Burdex@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.

4. Response Due Date<sup>1</sup>: May 29, 2019

Time: 3:00 PM CST/CDT

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

U.S. Postal Delivery Address: 5005 N. Lincoln Blvd., Ste. 300  
Oklahoma City, OK 73105

Common Carrier Delivery Address: 5005 N. Lincoln Blvd., Ste.300  
Oklahoma City, OK 73105

Electronic Submission Address: N/A

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

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

**7. Contracting Officer:**

Name: Shanica Burdex  
Phone: 405-522-8404  
Email: [Shanica.Burdex@omes.ok.gov](mailto:Shanica.Burdex@omes.ok.gov)

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

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



## Responding Bidder Information

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

1. **RE: Solicitation #** 5660001155

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.

_____	_____
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 Tourism & Recreation Department Agency Number: 566

Solicitation or Purchase Order #: 566000115

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

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email

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

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## **A. GENERAL PROVISIONS**

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

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment 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 Equivalent**

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

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

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

#### **A.13. Negotiations**

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

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

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

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

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

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

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

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

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling,

shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A.30. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period:**

The agreement period is for one (1) year at time of award and includes option to renew for four (4) successive one year periods at the same terms and conditions.

### **B.2. Extension of Contract**

The State, at its sole option, may extend the term of this contract up to ninety (90) days if mutually agreed upon in writing by both parties at the same terms and conditions.

### **B.3. Indefinite Quantity**

This contract is for an indefinite quantity and the State may, or may not buy the quantity mentioned in the contract. The supplier must clear all shipments with the Oklahoma Department of Tourism and Recreation Department prior to shipping any portion of this contract.

### **B.4. Definitions**

OTRD means Oklahoma Tourism and Recreation Department.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Scope of Service:**

**C.1.1.** The Oklahoma Tourism and Recreation Department is soliciting bids for Temporary Employment Service for Roman Nose State Park.

**C.1.1.1.** Contract Service Location: 3236 S. Hwy 8A  
Watonga, OK 73772

**C.1.2.** Resort staff on an as needed basis can include, but are not limited to wait staff, front desk help, accounting and clerical work, kitchen staff, and grounds keepers.

**C.1.2.1.** Hours of operation depends on position and park hours, restaurant hours, and lodge hours. The candidate pool must be available to fill any of these hours. Some positions are needed twenty-four hours a day seven (7) days a week.

**C.1.2.2.** Holidays and special events required for all position and especially for restaurant and lodge. This includes all holidays and special events can occur at any time at the customer's request.

**C.1.2.3.** Job descriptions will be based on the current work needed for Roman Nose State Park. Knowledge and skills must match the job descriptions provided at the time of current need. A full list of all possible positions that we are seeking to fill are listed below and the description is attached. However some positions maybe filled sooner than others and employment will be filled according to the need.

C.1.2.3.1. Maintenance I

C.1.2.3.2. Laborer I

C.1.2.3.3. Maintenance Supervisor

C.1.2.3.4. Accounting Tech

C.1.2.3.5. Assistant Golf Course Superintendent

C.1.2.3.6. Sales Clerk II

C.1.2.3.7. Night Audit

C.1.2.3.8. Lodge & Food Service Manager I

C.1.2.3.9. Assistant Food & Beverage Manager

C.1.2.3.10. Account Clerk III

C.1.2.3.11. Maintenance Repair Technician II

C.1.2.3.12. Sales Coordinator II

C.1.2.3.13. Kitchen Helper

C.1.2.3.14. Desk Clerk I

**C.1.2.4.** These rates will remain effective for one (1) year from the date of contract execution. The hourly rate should encompass all payments made to the temporary employee.

- C.1.2.5.** The Supplier will provide workers who possess the necessary skills, knowledge, and ability to perform the jobs into which they are to be placed, as per job descriptions provided at the time of need. The Supplier will not send a temporary worker who does not possess the skills requested and has not had an adequate criminal history and background check, or has provided proof of employment eligibility (I-9 verification, preferably through E-verify). For the job definition and duties see Attachment B.
- C.1.2.6.** Roman Nose State Park reserves the right to reject temporary workers provided by the Supplier, if they are found to be unacceptable before or after starting the job to which they have been assigned. If the temporary worker is found to be unacceptable to Roman Nose State Park, there will be a no charge for a replacement.
- C.1.2.7.** There is no obligation on the part of Roman Nose State Park to hire any temporary worker it is supplied under the terms of this contract on a full-time basis following the term of the assignment. Should Roman Nose State Park wish to hire a temporary worker for a permanent position, neither the temporary worker nor Roman Nose State Park will be required to pay a placement fee to the Supplier.
- C.1.2.8.** Roman Nose State Park reserves the right to control the details of the temporary employees' work while they are assigned to Roman Nose State Park.
- C.1.2.9.** All individual persons furnishing or providing labor, work or services to Roman Nose State Park shall at all times be employees of the Supplier and shall never be deemed or construed as employees of Roman Nose State Park.
- C.1.2.10.** The Supplier will pay or cause to be paid, without cost or expense to Roman Nose State Park, all Social Security, Worker's Compensation and Unemployment and Federal Income Withholding taxes of all such temporary workers and all such temporaries shall be paid wages and benefits by successful bidder as required by Federal and/or State law. The Supplier must also maintain all specified General Liability and Workers' Compensation Coverage noted in the Insurance Requirements section.
- C.1.2.11.** All temporary workers referred to Roman Nose State Park or temporary employment by the Supplier must be prequalified by the Supplier with a criminal history background check before assignment to Roman Nose State Park. The cost of said background checks shall be paid for by the Supplier and shall be included in the hourly rate bid. Roman Nose State Park shall be notified in writing that all listed background checks in this contract have been performed for each temporary worker within two (2) weeks of assignment at Roman Nose State Park. The criminal history shall be attained for all residences and for all time periods available (a minimum of seven (7) years). All workers referred to Roman Nose State Park, must also pass employment eligibility verification to work in the United States (preference is for Suppliers to participate via E-Verify).

## **D. EVALUATION**

### **D.1. Evaluation Method**

- D.1.1.** Award will be made based upon the lowest and best responsive vendor that is able to meet the requirements of the solicitation.
- D.1.2.** Contract(s) may be awarded to one (1) or more vendors or on an all or none basis, whichever is deemed to be in the best interest of OTRD.
- D.1.3.** If multiple awards are made, no Supplier shall have priority or any level of guaranteed usage. OTRD will determine which Supplier to order products from on an order by order basis.

## **E. INSTRUCTIONS TO BIDDER**

### **E.1. Bid instructions:**

- 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.2. RESPONSE SUBMISSION AND COPIES**

- E.2.1.** Bidders are to submit two (2) electronic copies of their completed response, to include 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 thumb drive/flash drive/USB 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.

## **F. CHECKLIST**

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

- F.1.1. OMES Form CP 076 – Responding Prospective Supplier Information
- F.1.2. OMES Form CP 004 –Certification for Competitive Bid and/or Contract
- F.1.3. OMES-Form-CP-011 (Any Amendments, if applicable)
- F.1.4. Attachment A – Solicitation Request Price Sheet
- F.1.5. Attachment B – Roman Nose Job Description
- F.1.6. Attachment C – Supplier Questionnaire
- F.1.7. Attachment D - Vendor Payee Form, if applicable
- F.1.8. Two (2) electronic copies of bid response. (E.2.1)

## **G. OTHER**

### **G.1. QUESTIONS**

- G.1.1. All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **May 22, 2019 at 3:00 PM** Central Daylight Time. Questions are to be emailed to [Shanica.Burdex@omes.ok.gov](mailto:Shanica.Burdex@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. Please be sure to reference the solicitation number when emailing questions.
- G.1.2. Any communication regarding this solicitation must be sent to the Contracting Officer listed above. Failure to do so (contacting the agency directly), may result in your proposal being deemed as non-responsive.

### **G.2. ATTACHMENTS**

- G.2.1. Attachment A – Solicitation Request Price Sheet
- G.2.2. Attachment B – Roman Nose Job Description
- G.2.3. Attachment C – Supplier Questionnaire
- G.2.1. Attachment D – Vendor Payee Form, if applicable. The Vendor Payee form is provided for the responding supplier that is a new, non-registered payee. OMES Vendor Management requires the information in the attached form before payments can be made to the supplier.

## **H. PRICE AND COST**

### **H.1. Pricing**

- H.1.1. Pricing must be submitted using Attachment A – Solicitation Request Price Sheet.
- H.1.2. Price sheet for the first year and additional years will be adjusted by the lower of cost price index or 5%.

**SOLICITATION REQUEST**



Request for Quote

Request for Proposal

Request for Bid

**Dispatch via Print**

<b>Request Quote ID.</b>	<b>Date</b>	<b>Buyer</b>	<b>Page</b>
5660001155	04/22/2019	Shanica Burdex	1
<b>Payment Terms</b>	<b>DateTime Quote Open</b>	<b>Closing</b>	
0 Days	05/16/2019 04:00 PM	05/29/2019 03:00 PM	

Requisition Number Reference: From Req ID - 5660010038

**Tourism and Recreation Dept.**  
 OKLAHOMA TOURISM & RECREATION DEPARTMENT  
 PURCHASING DIVISION  
 900 N. STILES AVE  
 OKLAHOMA CITY OK 73104

**Ship To:** OKLAHOMA TOURISM & RECREATION DEPARTMENT  
 ADMINISTRATIVE SERVICES DIVISION  
 900 N. STILES  
 OKLAHOMA CITY OK 73104

**Supplier:** NAME \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Bill To:** OKLAHOMA TOURISM & RECREATION DEPARTMENT  
 PURCHASING DIVISION  
 900 N. STILES AVE  
 OKLAHOMA CITY OK 73104

**Supplier Responses**

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	80111600 / Temp Services	1	EA		

The State Official signing this requisition affirms any contract resulting from this request shall comply with the following:

- A. No employee of the state agency is able and available to perform the services to be provided pursuant to the contract.
- B. The state agency shall receive, review and accept a detailed work plan from the supplier for performance pursuant to the contract if requested by the State Purchasing Director.
- C. The state agency has developed, and fully intends to implement, a written plan providing for the assignment of specific state agency personnel to:
  - 1) Monitoring and auditing supplier performance,
  - 2) The periodic review of interim reports, or other indications of performance, and
  - 3) If requested by the State Purchasing Director, the ultimate utilization of the final product of the nonprofessional or professional services.
- D. The work to be performed under the contract is necessary to the state agency's responsibilities, and there is statutory authority to enter into the contract.
- E. The contract will not establish an employment relationship between the state or the state agency and any persons performing under the contract.
- F. No current state employee will engage in the performance of the contract, unless specifically approved by the State Purchasing Director.
- G. The purchase of the nonprofessional or professional services is justified, and
- H. The contract contains provisions that are required by 74 O.S. Section 85.41.

NOTE:  
 This requisition for services, in accordance with 74 O.S. Section 85.4.E.1, must be signed by the Chief Administrative Officer of the State agency or the Chief Administrative Officer of the requisitioning unit.

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

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

**Supplier Remarks:**

COMMENTS:

**This is NOT AN ORDER**

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

**Authorized Signature**

Job Title	Definition	Examples of Work Performed / Job Duties
Maintenance I	<p>Under the supervision of the Park Manager performs semiskilled and skilled tasks in one or more of the building trades.</p> <p>Incumbents perform semiskilled and skilled tasks involving the general maintenance and upkeep of facilities on state-owned property including buildings, plumbing, heating, electrical and other systems and equipment or machinery; may assist skilled craft workers such as carpenters, electricians, painters and other technicians in completing assigned tasks. Incumbents may also provide functional supervision to laborers, inmates or students assigned as helpers.</p>	<p>Erects, maintains and repairs various types of buildings, sheds, scaffolds, forms, frames, fences and other structures; alters, repairs and maintains doors, floors, partitions; stairways, windows, screens and miscellaneous wooden fixtures; fits and glazes glass in windows and doors; maintains and repairs various types of roofs.</p> <p>Installs, maintains and repairs valves, faucets, traps, sinks, wash bowls, water, sewage, gas, air and steams lines, bends, cuts, reams and threads pipe using stocks and dies, power threaders and power saws; cleans and maintains various hand and power tools; installs, maintains and repairs wiring, power appliances, light fixtures, receptacles and switches; replaces light bulbs; utilizes standard and specialized electrical test apparatus such as voltmeters, ammeters and ohmmeters.</p> <p>Constructs and maintains concrete and other foundations for buildings, machinery and equipment; mixes mortar and lays common brick, face brick, cinder block, concrete block and stone; constructs forms and mixes and finishes concrete.</p> <p>Prepares new and old surfaces for finishing by use of sandpaper, burners, scrapers, brushes and sanding machines; putties, plasters, caulks or otherwise fills and repairs cracks and holes; applies finish by brush roller or spray gun.</p> <p>Operates trucks and other motorized vehicles in performance of assigned duties; performs minor maintenance on motorized vehicles.</p> <p>Contacts service providers to coordinate projects.</p> <p>Cleans and maintains tools, equipment and facility.</p> <p>Supervises laborers, inmates and/or student helpers.</p> <p>Performs related work as assigned.</p>
Laborer I	<p>Perform a variety of unskilled to semi-skilled manual labor and general repair duties and/or assist craft personnel in any one of the several mechanics, grounds maintenance or building trades.</p>	<p>Cut grass, weeds, trees and brush; clean culverts, drains and ditches; move, load and unload materials, supplies and equipment; haul or carry sand, lumber, asphalt and cement or other materials; occasionally operate forklift or tractor.</p> <p>Assist skilled craft workers, including machinists, carpenters, plumbers, masons, electricians or welders by carrying materials and tools, picking up materials from suppliers or performing unskilled tasks, such as mixing concrete or mortar, digging holes and tearing out walls; move furniture or other heavy equipment at a building or site.</p> <p>Dig post holes and ditches; mow lawns, trim shrubs, rake grass and trash, sweep walks and clean rest rooms; chip, scale, clean and scrape ironwork; assist in setting up or moving scaffolds; sweep, mop and buffer floors; pick up trash and perform general clean-up and custodial duties.</p>
Maintenance Supervisor	<p>This is a working supervisory position responsible for overseeing and/or performing work in the construction, maintenance, repair or upkeep of buildings, grounds or other state property, requiring no license. This may include assisting in or overseeing the contracts/contractors in the renovation of buildings, general maintenance and upkeep of plumbing, heating, air conditioning, electrical and other systems, minor repairs to machinery or other equipment, and general maintenance of grounds or lawns.</p>	<p>Performs light carpentry work in the renovation of buildings or additions to existing structures; erects and maintains scaffolds, forms, frames, fences and other structures; ability to alter and repair doors, floors, partitions, stairways, windows, screens, and other fixtures; fit and glaze glass in windows and doors; maintain and repair roofs as needed.</p> <p>Ability to install, replace, maintain and repair plumbing fixtures such as sinks, traps, faucets and make minor repairs to grounds irrigation systems; replacing sprinkler heads as needed and repairing PVC pipes as needed.</p> <p>Ability to maintain and repair light fixtures, receptacles and switches; replaces light bulbs; maintains generators and motors; oils and cleans motors; troubleshoots and makes electrical repairs not requiring a license; maintains and makes minor repairs to various types of heating, refrigeration and air-conditioning equipment, such as components, pumps, fans, humidifiers, electric motors, and heat exchangers.</p> <p>Ability to install, maintain and repair or replace locks and other security devices including security surveillance systems.</p> <p>Ability to operate, maintain and repair various types of equipment used in construction and maintenance of building and grounds.</p>

Job Title	Definition	Examples of Work Performed / Job Duties
Accounting Tech	Positions in this job family are assigned responsibility for performing paraprofessional technical work involving the maintenance and reporting of financial accounting data. This includes maintenance of appropriate accounts, ledgers, journals, registers, and other financial records, reconciliation of various financial statements and documents, processing of various transactions for payment of invoices or expense vouchers, maintenance and processing of payroll data, and the preparation of routine or standard reports concerning financial operations and data.	<p>Maintains accounting records including ledgers, journals, registers, and individual accounts; classifies and codes revenues and expenditures for entry into appropriate accounting records.</p> <p>Reviews and reconciles various financial transactions; examines invoices, expense vouchers and other source documents to verify obligations and post appropriate records.</p> <p>Prepares financial reports, statements and schedules of standard design.</p> <p>Maintains files of source documents and other information related to accounting activities.</p>
Assistant Golf Course Superintendent	Under general supervision in a golf course and park setting, supervises and participates in grounds maintenance and specialized lawn and tree care.	<p>Assists superintendant in developing annual grounds maintenance plans including schedules for mowing, tree pruning, and herbicide/insecticide spraying.</p> <p>Diagnoses and treats plant and grass diseases; eradicates insects and pests.</p> <p>Directs and participates in operation and maintenance of power lawnmowers, tractors, and other self propelled equipment used in grounds maintenance.</p> <p>Directs and participates in the maintenance of landscaping of grounds and planting beds; including fertilizing, planting, weeding, watering and mowing.</p> <p>Performs related work as required and assigned.</p>
Sales Clerk II	Under general supervision, organizes and performs sales or reservationist work at a state-operated retail store, concession canteen, gift shop, state lodge or other facility.	<p>Plans and directs the functions of a retail store, concession canteen, state lodge reservation desk or similar operation in the purchasing, receiving, storing, displaying and retail selling of a variety of merchandise.</p> <p>Selects and purchases merchandise through the use of standard purchasing procedures.</p> <p>Maintains inventory control records; furnishes periodic reports as directed.</p> <p>Arranges window and interior displays of merchandise.</p> <p>May take and confirm reservations and assign guest rooms at state lodges.</p> <p>May supervise subordinates, sales clerks, and inmates.</p> <p>Performs other related duties as required and assigned.</p>
Night Audit	Under general direction, performs duties of night auditor on a full-time basis.	<p>Performs all duties of Desk Clerk during assigned shift.</p> <p>Posts room and tax to all guest folios.</p> <p>Balances all guest ledger accounts and reconciles to current days postings.</p> <p>Runs trial balance and reconciles any out-of-balance condition. Should an out-of-balance condition remain unreconciled, brings it to the attention of the Manager.</p> <p>Prepares daily and monthly reports as directed by management.</p> <p>Prepares front desk for new business day.</p> <p>May supervise and train night audit relief.</p>

Job Title	Definition	Examples of Work Performed / Job Duties
Lodge & Food Service Manager I	Under direction of the Lodge Manager, plans, directs and coordinates the operation and management of lodge and restaurant facilities, performs related work as required.	<ul style="list-style-type: none"> <li>• Establishes and enforces policies and procedures for a lodge food &amp; beverage service department; observes and analyzes work in the food &amp; beverage preparation and serving units and makes appropriate assignments for efficiency in operations.</li> <li>• Plans, directs and coordinates the program, operation and maintenance of the lodge and kitchen.</li> <li>• Supervises and directs department heads in the performance of various operational and maintenance functions.</li> <li>• Supervises and coordinates the activities of the various departments relative to fiscal, personnel, inventory, maintenance and other operations.</li> <li>• Evaluates management and maintenance costs in order to obtain maximum efficiency and economy of operation.</li> <li>• Develops contacts with various organizations and solicits conventions, meetings, conferences, parties, banquets, etc.</li> <li>• Supervises preparation of annual, monthly and other special reports; prepares correspondence.</li> <li>• Performs related work as required and assigned.</li> </ul>
Assistant Food & Beverage Manager	Under the general supervision of the Lodge & Food Service Manager plans, organizes, coordinates and directs the operation of the food service department at a state lodge.	<p>Performs and directs all phases of work in a food service department, including purchasing, food planning, preparation and serving, inventory and storing supplies, cleaning of working areas and equipment, maintaining sanitary standards and managing personnel.</p> <p>Recommends for approval expenditures for food, supplies, personnel, and new equipment; reviews expenditures and checks against budget allotments in order to maintain proper control of the department's budget.</p> <p>Observes, directs, and analyzes work in food preparation and serving units, and reorganizes assignments of duties, rearranges layout of equipment to improve efficiency and working conditions.</p> <p>Trains employees on the job in such areas as proper personal hygiene, sanitation, proper use and care of equipment, proper use of recipes, proper plating of food, and safety procedures.</p> <p>Checks grade and quality of supplies received and notifies appropriate officials in cases of discrepancies.</p> <p>Schedules employees' work.</p> <p>Performs related work as required and assigned by Lodge &amp; Food Service Manager and/or the Lodge Manager.</p>
Account Clerk III	Position may be assigned duties and responsibilities involving preparation and maintenance of all accounting records according to prescribed procedures or for performing specialized accounting tasks, having several phases of accounting activities. Pre-audit a variety of complex transactions which are frequently complicated because of the lack of uniformity of basis on which obligations may be contracted or the limitations on the terms of payment.	<p>Checks accounting transactions for accuracy, completeness and presence of supporting documents.</p> <p>Audits and record daily expenditure transactions in accordance with a chart of accounts and detailed instructions.</p> <p>Prepares required reports summarizing data reflecting agency operations within strict time frames and per detailed procedures.</p> <p>Produces documents of various levels of complexity; performing routine reconciliations of accounting data and information.</p> <p>Enter and retrieve information using personal computer or other data processing equipment, and receive and reviews coded and uncoded source documents; proofs previously entered data and makes routine corrections.</p> <p>Assist customers in securing needed information and documents and other duties required.</p>

Job Title	Definition	Examples of Work Performed / Job Duties
MAINTENANCE REPAIR TECHNICIAN II	Under general supervision, performs semiskilled and skilled task in one or more of the various building trades.	<p>Erects, maintains and repairs various types of buildings, sheds, scaffolds, forms, frames, fences and other structures; alters, repairs, and maintains doors, floors, partitions, stairways, windows, screens and miscellaneous wooden fixtures; fits and glazes glass in windows and doors; maintains and repairs various types of roofs; in the carpentry shop, operates planers, joiners, various power saws, routers and drill presses.</p> <p>Installs, maintains and repairs valves, faucets, traps, sinks, wash bowls, water, sewage, gas, air and steam lines; bends, cuts, reams and threads pipe using stocks and dies, power threaders and power saws; cleans and maintains various hand and power tools; installs, maintains and repairs wiring, power appliances, light fixtures, receptacles and switches; replaces light bulbs; utilizes standard and specialized electrical test apparatus such as voltmeters, ammeters and ohmmeters.</p> <p>Constructs and maintains concrete and other foundations for building, machinery and equipment; mixes mortar and lays common brick, face brick, cinder block, concrete block and stone; constructs forms and mixes and finishes concrete.</p> <p>Prepares new and old surfaces for finished by use of sandpaper, burners, scrapers, brushes and sanding machines; putties, plasters, caulks or otherwise fills and repairs cracks and holes; applies finish by brush, roller or spray gun.</p> <p>Operates trucks and other motorized vehicles in the performance of assigned duties; performs minor maintenance on motorized vehicles.</p> <p>Cleans and maintains tools and equipment.</p> <p>Performs related work as required and assigned.</p>
Sales Coordinator II	Under general supervision, performs the scheduling and coordinating of all group business at a state lodge large in size (lodges which have 100 rooms or more). Generates sales and provides service to group business for the Oklahoma Tourism and Recreation Department.	<p>Coordinates the scheduling of all group business with reservationists, catering, central office and all concerned parties.</p> <p>Directs the functions of a state lodge reservationist desk.</p> <p>Prepares and maintains a group file system involving indexing and cross-indexing groups which have booked reservations previously.</p> <p>Contacts representatives of corporations, government, associations and non-profit organizations through personal contact, telephone and letter.</p> <p>Assigns function sheets to various employees at a state lodge involved with sponsoring a group (i.e., catering personnel, security, recreation, etc); may with contract private industry if needed.</p> <p>Responsible for meeting assigned quotas for dollar revenues generated by group sales.</p> <p>Prepares various reports.</p> <p>Performs related work as required and assigned.</p>
Kitchen Helper	Under general supervision of Food Manager and cooking staff, prepares and cooks a variety of foods	Prepares simple foods, cleans and preps foods for line cooks, cleans work areas, helps in washing of pots and pans, sweeps and mops kitchen or dining areas, puts up supplies in appropriate places, and does other duties as required by cooking staff

<b>Job Title</b>	<b>Definition</b>	<b>Examples of Work Performed / Job Duties</b>
Desk Clerk I	Under general direction, greets arriving guests, checks guests in and out of accommodations, assigns rooms, takes reservations and provides information about facilities.	<p>Answers telephones, takes messages and provides information about lodge facilities.</p> <p>Checks guests into accommodations, assigns rooms and establishes guest accounts.</p> <p>Posts charges to guest accounts, including necessary corrections and transfers.</p> <p>Collects for charges, processes credit card vouchers and closes guest accounts.</p> <p>Reconciles and balances shift accounts.</p> <p>Receives walk-in and phone-in reservation requests.</p> <p>Prepares various reports under general direction.</p> <p>Prepares correspondence, monthly reports and other documents under general direction using various office equipment and software programs.</p> <p>Performs other duties as assigned.</p>

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## Attachment C Supplier Questionnaire

Dept. of Tourism	Roman Nose State Park - Temp Service	Supplier Name:
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Scope of Service		Yes	No	Comments
C.1.2.1.	Hours	Are you able to provide staffing during the hours of operation needed for each position? Some positions are needed twenty-four (24) hours a day seven (7) days a week.		
C.1.2.2.	Holidays & Special Events	Are you able to provide staffing for the holidays and special events listed? This includes all holidays and special events can occur at anytime at the customer's request.		
C.1.2.3.	Job Titles/Descriptions	Are you able to provide staffing for the Job titles/descriptions listed?		
		Maintenance I		
		Laborer I		
		Maintenance Supervisor		
		Accounting Tech		
		Assistant Golf Course Superintendent		
		Sales Clerk II		
		Night Audit		
		Lodge & Food Service Manager I		
		Assistant Food & Beverage Manager		
		Account Clerk III		
		Maintenance Repair Technician II		
		Sales Coordinator II		
		Kitchen Helper		
		Desk Clerk I		
C.1.2.5.	Necessary Skills & Knowledge	Are you able to conduct all criminal history and background checks and interviews to determine employment eligibility? See the Attachment B - Roman Nose Job Description.		



## 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 representative should provide form to payee for completion of the vendor section shown below. Upon receipt of the completed form the agency should enter request instructions below. Please email completed and signed form to [vendor.form@omes.ok.gov](mailto:vendor.form@omes.ok.gov) or fax to 405-522-3663.**

<b>Agency Name</b>	Oklahoma Tourism & Recreation Department	<b>Contact Name</b>	
<b>Phone #</b>		<b>Fax #</b>	
<b>Agency Request To – Please select all applicable request types</b>			
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID	_____
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address #	_____ PeopleSoft Location # _____
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____
<input type="checkbox"/> Other	Explain _____		
<b>Vendor 1099 Reportable Status</b>	<b>Attention Paying Agency:</b> Please check the <b>Add</b> box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the <b>Remove</b> box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:		
<input type="checkbox"/> <b>Add:</b>	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 - Other Income
<input type="checkbox"/> <b>Remove:</b>	<input checked="" 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>			
<i>Payee Legal Name for Business, Individual or Government Entity as filed with IRS</i>		<b>Contact Title</b>			
<b>DBA Name</b>		<b>Phone #</b>			
<i>Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name</i>		<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 -- Please provide primary business address as filed with the U.S. Internal Revenue Service</b>					
<b>Address</b>			<b>City</b>		
<b>State</b>	<b>Zip+4</b>	<b>Remittance Email</b>			
<b>Optional Addresses – Please select address type as applicable</b>					
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> 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> <b>1- RENTS (continued)</b> 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles  <input type="checkbox"/> <b>2 – ROYALTIES</b> 553170 Royalties	<input type="checkbox"/> <b>3 – OTHER INCOME</b> 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> <b>6 - MEDICAL &amp; HEALTH CARE PAYMENTS</b> 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)	
<input type="checkbox"/> <b>7 - NON-EMPLOYEE COMPENSATION</b> 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services  515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences  515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors)  533150 Maintenance & Repair of Data Processing Software (outside vendors)  533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> <b>14 - GROSS PROCEEDS TO AN ATTORNEY</b> 553180 Settlements – Paid To/Thru Attorney		