



# Solicitation Cover Page

1. Solicitation #: REBID #2 - 0400000164

2. Solicitation Issue Date: May 22, 2019

3. Brief Description of Requirement:

The Office of Management and Enterprise Services on behalf of the Oklahoma Department of Agriculture, Food and Forestry seeks to establish a contract and pricing to convert three (3) military-equipped freightliners 6x4 and one (1) Volvo VNL64T tractor to suitable transport trucks capable of legally carrying Oklahoma Forestry Services bulldozers to wildland fires and other incidents.

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 29, 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>: June 11, 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 # REBID #2 - 0400000164

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 Department of Agriculture, Food & Forestry Agency Number: 040

Solicitation or Purchase Order #: REBID #2-0400000164

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 is a one-time purchase with the expectation that one truck will be completed every 90 days.

### **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 Agriculture, Food and Forestry prior to shipping any portion of this contract.

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

- B.4.1.** OFS means Oklahoma Forestry Service.
- B.4.2.** LED means Light Emitting Diode.
- B.4.3.** PTO means Power Take-Off.
- B.4.4.** DOT means Department of Transportation.
- B.4.5.** ICC means International Code Council.
- B.4.6.** OMES means The Office of Management and Enterprise Services/Central Purchasing.

### **B.5. Inspection**

Agency reserves the right to inspect and observe any or all phases of all of the trucks(s), or for an agent of the agency to inspect or observe any or all phases of construction of any or all of the trucks(s).

### **B.6. Delivery**

One unit must be completed every 120 days. Units to be delivered FOB as follows:

- B.6.1.** One (1) unit delivered to the Oklahoma Department of Agriculture, Food and Forestry – Forestry Services East Central Area Headquarters, located in Wilburton, OK.
- B.6.2.** Three (3) units delivered to the Oklahoma Department of Agriculture, Food and Forestry – Forestry Services Northeast Area Headquarters, located in Tahlequah, OK.
- B.6.3.** Two (2) unit delivered to the Oklahoma Department of Agriculture, Food and Forestry – Forestry Services Southeast Area Headquarters, located in Broken Bow, OK.
- B.6.4.** The trucks must be tested and in ready condition upon delivery. Supplier must contact the agency representative (will give agency representative information at award) at least 24 hours prior to delivery.

### **B.7. Commence Work**

- B.7.1.** The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.

### **B.8. Subcontractor**

- B.8.1.** If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

## C. SOLICITATION SPECIFICATIONS

### C.1. Purpose

The Office of Management and Enterprise Services/Central Purchasing on behalf of the Oklahoma Department of Agriculture, Food and Forestry is seeking a contract to convert five (5) military-equipped freightliners 6x4 and one (1) Volvo VNL64T tractor to suitable transport trucks capable of legally carrying Oklahoma Forestry Services bulldozers to wildland fires and other incidents. With modifications to the frame and drive line, addition of dovetail beds with hydraulic ramps and painted to match the OFS fleet of suppression vehicles, these trucks will make excellent low-cost additions to replace aging, broken or underpowered equipment.

### C.2. Frame and Axle Modifications

Frame and axle modifications to the truck/tractors must support the custom-built dovetail bed with hydraulic ramps and the specially equipped firefighting dozers used by OFS. The dozers weigh up to 13 tons. Frame modifications must meet legal length and width restrictions for such equipment. Axles must be positioned to legally and properly carry heavy bulldozers. Proper drive lines must be supplied and installed.

### C.3. Dovetail Bed with Hydraulic Ramps

These requirements and specifications are intended to construct three (3) identical beds for the freightliners and one (1) bed for the Volvo capable of hauling bulldozers for Oklahoma Department of Agriculture, Food, and Forestry - Forestry Services. Each bed must be capable of supporting a medium-class dozer (John Deere 650K or equivalent, approximately 26,000 pounds) used for fire suppression. Each bed will be mounted on a Freightliner or Volvo truck/tractor with a 120" (10') cab-to-tandem frame length (measured from back of cab to center of tandem). The requirements and specifications that follow are for each bed.

### C.4. General dimensions of each bed

- C.4.1. The bed is 264" (22') long and 101" (8' 5") wide with the flat part being 192" (16') with two (2) sloping rear dovetail sections. (Added 28" to original length dimension bid in November 2014.)
- C.4.2. Clearance of rear bed shall be approximately 27" at the bottom of the rear bumper.
- C.4.3. A four (4) inch headboard, 80" (6' 8") wide shall be welded to front of bed. This leaves a 4" gap between cab and headboard.

### C.5. Frame

- C.5.1. 6" x 2" x 1/4" rectangular tubing is to be used as cross members on the flat part of the bed on 18" centers. The same rectangular tubing, 6" x 2" x 1/4", is to be used as spacers between the cross members on the 1/4" x 3" flat bar.
- C.5.2. 3/8" x 8" flat bar running the length of the bed, capping rectangular tubing cross members. Bottom edge of flat bar should be flush with bottom of 6" x 2" x 1/4" rectangular tubing, top of 3/8" x 8" flat bar should be 2" above cross members.
- C.5.3. Four (4) 5/8" U-bolts to be located on each side.
- C.5.4. 2" x 2" x 3/8" angle reinforcement runs parallel to the flat bar side rail and flush with the top of the cross members. The angle reinforcement shall be installed halfway between the truck frame and the flat bar siderail, except at the truck wheels where it will be located in the gap between the wheels.
- C.5.5. The framing for the dovetail sections has 6" x 2" x 1/4" cross member at breaks and at the rear with eight (4 on each side) 6" x 2" x 1/4" rectangular tubing running longitudinally in each section.

### C.6. Floor

- C.6.1. Treadplate floor to be on flat part of bed. Pieces to be joined at center of cross member tubes. Weld joint solid. Sides to be stitch welded 2" on 8" centers to the 3/8" x 8" sideboard.
- C.6.2. Inside the side rail install five (5) 1-5/8" x 3 1/2" stake pockets on each side evenly spaced on the flat part of the bed. No stake pockets at wheels.
- C.6.3. 2" x 3" x 1/4" x 24" angel for treads will cover the longitudinal 6" x 2" x 1/4" tubes in the two dovetail sections. These will be approximately 6/13" center to center with the 2" side to the front. The angles should extend 5 feet up to the flat part of the bed.
- C.6.4. The middle section of the dovetail will be covered with grated expanded metal to maximize traction while walking up the incline.

### C.7. Headboard and Accessories

- C.7.1. The headboard to be two (2) vertical 4" I-beams on the interior and two (2) vertical ½" x 4" flat bar at the outside edge and top, ¾" x 9 gauge expanded metal covers the front. Four (4) 2" schedule 40 pipe comprises the horizontal members, a 3/8" x 8" flat bar blade stop is located at the bottom facing the deck. Headboard to fit profile of cab.
- C.7.2. A dozer blade rest of sufficient length and strength to support the JD-650K dozer's (or equivalent) blade assembly when at rest shall be installed to protect the winch, prevent unnecessary wear to the bed floor, and protect the headboard.
- C.7.3. Work lights – should be mounted in each corner at the top of the headboard facing to the deck.
- C.7.4. Safety lights – two (2) double flashing low profile LED strobe lights to be mounted top of headboard, amber on driver side and clear on passenger side. Protection to cover lights consistent with bed construction.
- C.7.5. Two (2) 48"x18"x18" toolboxes, one (1) each installed on right and left side constructed of 14 gauge steel with flush locking latch, weather seal on doors and boxes painted black. Splash shields to be mounted on right and left side to protect toolbox.
- C.7.6. All wiring to be enclosed in ¾" schedule 40 pipe welded to bed frame. Location to be determined by successful bidder.

## C.8. Ramps

- C.8.1. Install two (2) ramps each approximately 24" wide and 96" long operated by single hydraulic cylinders. Ramps shall be long enough to limit the amount of break over when a dozer is moved from the dovetail portion onto the main floor. The ramps have a ½" x 4" x 24" flat bar with cutout for hydraulic cylinder at each end. The two (2) inside runners are 4" I-beam. The runners are spaced 8" apart. A shoe support will be provided to clear ground 2" unloaded of sufficient strength for loading dozer when ramp is down. Ramps shall have chain of appropriate length to secure ramps to bed when in upright position. These chains shall be secured through cutouts in the angles.
- C.8.2. 2" x 3" x ¼" x 24" angle should be welded to top of ramp, an approximate 6.13" center to center with the 2" side mounted to the front of the truck.
- C.8.3. Rubber mounted LED turn signal, brake and driving-style back-up lights included.
- C.8.4. Double acting hydraulic cylinder with cushion valve for the ramps shall be in the middle of each ramp and connected to a 1" flat bar lug welded to the rear of the bed. Cylinder shall be sufficient size and length for proper ramp operation with 1" clevis pins. In addition, cylinders should have pressure relief valves installed on each one.
- C.8.5. The hydraulic control shall be on the driver side, behind the rear wheels and under the dovetail section. The controls and all hoses should be mounted to be protected from brush and other hazards.

## C.9. Winch

- C.9.1. 15,000# fully hydraulic winch shall be installed.
- C.9.2. Winch shall be supplied with 50 feet of ½" cable with 4 feet of tail chain and hook.
- C.9.3. Winch shall have an oil filter and oil reservoir with capacity to match winch type.
- C.9.4. Winch to be equipped with control valve.
- C.9.5. Winch shall be mounted at the front of the bed body behind the chassis cab.
- C.9.6. Winch to be installed and operational with roller fairlead.
- C.9.7. Vehicle to which winch will be installed shall be equipped with a hot-shift PTO for automatic transmission or air-shift PTO for manual transmission.

## C.10. Miscellaneous

- C.10.1. Four (4) D-rings shall be installed. Two (2) D-rings will be on each side of the parked dozer for attaching two (2) ratchet tie-downs on each side. Tie-down rings will be placed at 31" from blade plate on headboard and at 151" from blade plate. D-rings should be placed on outer side of bed. D-rings must meet DOT requirements for a load of 26,000 lbs.
- C.10.2. Four (4) sets of ratchet chain binders with grab hook ends shall be provided. These and their connectors also shall meet DOT strength requirements for a load of 26,000 lbs.
- C.10.3. Bed to be equipped with a complete shock resistant, rubber insulated lighting system of LED truck lights. All lights shall be recessed within the trailer frame, excluding license plate lamps. System shall include clearance lights, reflectors, combination stop and tail lights, rear triple lights, and direction signals per ICC regulations. All wiring shall be fully modular and sealed, waterproof harness system with breaker style junction box similar to Grote Ultra Blue Seal system. All holes grommeted with rubber clips at hold down.
- C.10.4. Reflective striping shall be installed to meet federal and state DOT requirements. Reflective material must be visible to vehicles approaching from rear of the truck when ramps are down to ensure safety of operator when unloading dozer at night.

- C.10.5. Bed and all exposed components except hydraulic cylinders and lights are to be painted with black paint that has durability consistent with intended use.
- C.10.6. Each bed will be equipped with a set of wheel chocks compatible to intended use.
- C.10.7. Two (2) rubber mud flaps mounted behind rear wheels.
- C.10.8. Back-up alarm required.
- C.10.9. Push bar or tow hooks shall be installed on rear of bed to be used to extract the truck when stuck in mud, etc.
- C.10.10. The successful bidder will install the bed on the truck provided.

#### **C.11. Bed Components**

All components are to be new with no salvaged or refurbished items.

#### **C.12. Body Work and Paint**

Remove the fender-mounted mirrors and blackout lights. Fill and smooth mounting holes and prepare for painting.

#### **C.13. Paint**

- C.13.1. Vehicle cabs shall be painted white to match OFS's fire suppression fleet. Other trim, body and chassis parts shall be painted black to match current fleet.
- C.13.2. Paint shall have durability consistent with intended use.
- C.13.3. Proper identification stickers will be applied by OFS personnel after all work is complete.

#### **C.14. Special Note**

As is common with military vehicles, any, all or none of the vehicles may be treated with chemical agent resistant coating (CARC) paint. The Department of Defense report can be found at:

<http://www.defense.gov/releases/release.aspx?releaseid=2605>

### **D. EVALUATION**

#### **D.1. Lowest and Best**

Per Section A.15.2 this bid will be awarded to the lowest and best bidder.

### **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.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 - Vendor Payee Form, if applicable

F.1.6. 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 29, 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 – 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 must be submitted using Attachment A – Solicitation Request Price Sheet.



# SOLICITATION REQUEST

 Request for Quote

 Request for Proposal

 Request for Bid

**Dispatch via Print**

## Department of Agriculture

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

**Supplier:** NAME

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

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

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

Request Quote ID.	Date	Buyer	Page
0400000164	11/16/2018	Shanica Burdex	1
Payment Terms	DateTime Quote Open	Closing	
45 Days	01/28/2019 04:02 PM	06/11/2019 03:00 PM	

Requisition Number Reference: From Req ID - 0400000771

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

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

### Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	25101917 / Transport Conversion	4	EA		

<<This requisition is to covert five (5) 5 Ton Freightliners and one (1) 5 Ton Volva Tractor to legal and suitable bulldozer transport trucks.>>This requisition is to covert five (5) 5 Ton Freightliners and one (1) 5 Ton Volva Tractor to legal and suitable bulldozer transport trucks.

**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**



## Vendor/Payee Form

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

**DO NOT use this form for:**

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

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

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

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

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

<b>Agency Name</b>	Oklahoma Dept. of Agriculture, Food & Forestry		<b>Contact Name</b>	
<b>Phone #</b>		<b>Fax #</b>	<b>Email</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 type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds	
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney			

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

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

<b>Payee Information:</b> Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.						
<b>Name</b>				<b>Contact Name</b>		
Payee Legal Name for Business, Individual or Government Entity as filed with IRS				<b>Contact Title</b>		
<b>DBA Name</b>				<b>Phone #</b>		
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name				<b>Fax #</b>		
<b>Tax Identification Number (TIN) and Type:</b>			<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)			
<b>Business Address -- 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		