

Solicitation Cover Page

1. Solicit	ation #:	0900000391		2. So	licitation Is	ssue Date:	7-26-2019
3. Brief De	escription	of Requirement:					
managed	by Office of Ma	ncquisition is to establish anagementEnterpriseServic n the OklahomaCity area	es (OMES), Capital				
This IS A	SHORT C	LOSE - MANDATORY	SITE INSPECTION (ON WED	NESDAY .	JULY 31st, 20	019 @
0830. WE	WILL MEE	ET IN THE LOBBY OF	THE WILL ROGERS	BUILDIN	NG- 2401 N	I. LINCOLN	BLVD
4. Resp	onse Du	e Date¹: 8-13-20	10		Time:	3:00 PM	CST/CDT
			_				
5. Issued E	By and RE	TURN SEALED	BID TO ² :				
U.S. 1	Postal Deli	very Address:	5005 N. Lincolr	Blvd.			
			OKC, OK 7310	5			
Com	mon Carrie	r Delivery Address:	5005 N. Lincolr	Blvd.			
			OKC, OK 7310	5			
Elect	ronic Subn	nission Address:	N/A				
6. Solicitat	ion Type (t	type "X" at one below):					
		Invitation to Bid					
	\boxtimes	Request for Proposal					
		Request for Quote					
7. Contra	cting Office	ər:					
	•	Nick Long					
		405-522-4295					
	Email:	nick.long@omes.ok.g	ov				

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments") ² If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries



Responding Bidder Information

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

1.	RE: Solicitation # <u>0900000391</u>	
2.	Bidder General Information:	
	FEI / SSN :	Supplier ID:
	Company Name:	
3.	Bidder Contact Information:	
	Address:	
	City:	
	Contact Name:	
	Contact Title:	
	Phone #:	
	Email:	Website:
4.	Oklahoma Sales Tax Permit¹: YES – Permit #: NO – Exempt pursuant to Oklahoma Law	vs or Rules – Attach an explanation of exemption
5.	Registration with the Oklahoma Secretary	y of State:
	YES - Filing Number:	
		cessful bidder will be required to register with the Secretary of that provides specific details supporting the exemption the 05-521-3911).
6.	Workers' Compensation Insurance Cove	rage:
	Bidder is required to provide with the bid a conclusion of the Control of the Con	ertificate of insurance showing proof of compliance with the
	☐ YES – Include with the bid a certificate of	finsurance.
		nsation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see https://www.ok.gov/tax/Businesses/index.html
² For frequently asked questions concerning workers' compensation insurance, see https://www.ok.gov/wcc/Insurance/index.html

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

Title

Printed Name



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

NOTE: A certification	on shall be inclu	uded with any competitive bid	and/or contract exceed	ding \$5,000.00 su	ubmitted to the State for			
Agency Name:	Office of Mana	gement Enterprise Services	A	gency Number:	090			
Solicitation or Purc	chase Order#:	0900000391						
Supplier Legal Nar	me:							
A. For purposes of 1. I am the concertifying employee special concertify. I am fully have been and a second concertify, if award direction or content of the purpose of development of thi	ECTION I [74 O.S. § 85.22]: 1. 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. 5. 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 levelopment of							
The undersigned, on sexecuted for the		agent for the above named su	pplier, by signing belo	w acknowledges	this certification statement			
☐ the comp OR	etitive bid attac	ned herewith and contract, if a	warded to said supplie	er;				
the contra Oklahoma	the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.							
Sup	oplier Authorize	d Signature		Certified This	Date			
	Printed Na	me		Title				
	Phone Num	ber		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 Equivalents

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

A.12. Clarification of Solicitation

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

A.13. Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

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

A.15. Award of Contract

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

A.16. Contract Modification

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

A.17. Delivery, Inspection and Acceptance

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

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services

provided.

- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

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

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

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

A.25. Termination for Convenience

A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director

determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

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

A.27. Employment Relationship

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

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

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

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Contract Period, Terms & Conditions, Renewal and Extension Option

- B.1.1. The Contract period shall be from September 1, 2019 through June 30, 2020 with option to renew annually for four (4) additional one (1) year periods.
- B.1.2. This contract is for a one-time purchase. 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.1.3. Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be four (4) one-year options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.1.4. After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier. Renewal Period(s): July 1, 2020 through June 30, 2024
- B.1.5. If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum.

B.1.6. CONTRACT EXTENSION:

- B.1.6.1. In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, it shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transaction period extend more than ninety-two (92) days beyond the expiration date of the contract, or extension thereof.
- B.1.6.2. The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Suppler in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- B.1.7. In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.
- B.1.8. AVAILABILITY OF FUNDS: The State's obligation to pay the Contractor is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the State for payment of any money shall arise unless funds are made available each fiscal year to CAM by the Legislature.
- B.1.9. RELATIONSHIP OF PARTIES: It is clearly understood that the Contractor shall perform its duties hereunder as an independent Contractor and not as an employee of CAM. Neither the Contractor nor any agents or employees of the Contractor shall be or shall be deemed to be an agent or employee of the State.
- B.1.10. ESCALATION CLAUSE: Contract pricing may be escalated annually, for the next renewal period, by a percentage not to exceed the previously reported Consumer Price Index (CPI) increase published by the U.S. Department of Labor, Bureau of Labor Statistics, http://www.bls.gov.
- B.1.11. Navigation: Subject Areas Tab Click "Inflation Prices" Click "Consumer Price Index" Scroll down to "Regional Resources" Map Click on the State of Oklahoma "South Urban area" Click "More Formatting Options" Deselect "Original Data Value" Select "12 Months Percent Change" Click "Retrieve Data".
- B.1.12. Send page from this website search along with escalation increase request on Contractor's letterhead to OFM.Programs@omes.ok.gov. On letterhead request, use the previous calendar year's annual percentchange.
- B.1.13. Contractor shall submit a spreadsheet showing the new dollar amount and/or change in hourly rate for each line.
- B.1.14. Contractor must submit request for increase to OFM by February 15th. If February 15th falls on the weekend, then they are due by 5:00 pm on the next business day.
- B.1.15. OFM has no control over the U. S. Department of Labor's website. Therefore, these navigation instructions may not be accurate in the future.
- B.1.16. REMEDIES FOR NON-PERFORMANCE: In the event the Contractor is unable to respond to the needs of CAM for any reason or fails to comply with any material contract requirements, the State Purchasing Director may take steps to terminate the contract. The State Purchasing Director may authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being

deducted from any monies due the defaulting Contractor or being an obligation owed to the State by the Contractor.

B.2. INDEFINITE QUANTITY CONTRACT:

This contract is for an indefinite quantity and the State may, or may not, buy the quantity mentioned in this contract. Vendor must clear all shipments with agency prior to shipping any portion of this contract.

B.3. Obligations of Permitted Subcontractor

- B.3.1. 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 thereofin instances of poor performance, misconduct or for other similar reasons.
- B.3.2. All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.4. CONTRACTOR'S REQUIREMENTS

GENERAL: Contractors shall follow the requirements of the contract bidding documents issued by CAM.

B.4.1. SITE INSPECTION:

B.4.1.1. A mandatory site inspection shall take place at time and place designated by OFM in the solicitation for bid notice. This is to allow all Contractors to thoroughly familiarize themselves with the working conditions, clearance heights and locations of the waste containers.

B.4.2. SAFETY:

Safety of the Contractor's employees, employees of the State, as well as the public is a prime concern of OFM and the Contractor must take all necessary steps to assure proper safety during the performance of this contract.

B.4.3. DAMAGETOSTATEOWNEDPROPERTY:

The Contractor shall perform all work so that no damage to the building or grounds occurs. The Contractor shall repair any damage to buildings or grounds caused by gross negligence or any other means to the satisfaction of OFM at no cost to the State.

B.4.4. HOUSEKEEPING:

- B.4.4.1. All materials, tools, equipment, etc. shall be removed or safely stored by the Contractor. OFM is not responsible for theft or damage to the Contractor's property. All safety hazards toworkers or the public shall be corrected immediately, and the site shall be left in a safe condition at the end of each day.
- B.4.4.2. The Contractor shall be responsible for restoring the building or grounds area where work has been performed back to the former or an improved state prior to final acceptance.
- B.4.4.3. The Contractor shall keep the premises clean of all debris generated by the work involved and shall leave the premises neat and clean.

B.4.5. SCHEDULING/AVAILABILITY:

- B.4.5.1. Scheduling of services shall be requested, authorized, and coordinated through OFM only.
- B.4.5.2. All work shall be scheduled at the convenience of OFM as not to interfere with the State's conduct of business.
- B.4.5.3. On an as needed basis, request may be made for service by OFM.
- B.4.5.4. If the Contractor is unable to respond to the needs of OFM for any reason, OFM reserves the right to call in another Contractor to perform the work required at that time.

B.4.6. CONDUCT:

- B.4.6.1. The Contractor shall be fully responsible for the actions of their employees while they are at the job site. Contractor employees shall be fully qualified to perform skillfully all the work as required for this contract and shall conduct themselves in a courteous, professional manner at all times while on state property.
- B.4.6.2. OFM reserves the right to have any employee of the Contractor removed from the job site and replaced if they are not compliant with contractual requirements.
- B.4.6.3. All Contractors and their employees shall conform to Executive Order 2012-01: Title 63 of the Oklahoma Statutes, Section 1-1523 prohibits smoking in all public places, in any indoor workplace, and all vehicles owned by the State of Oklahoma and all of its agencies and instrumentalities. The use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

B.4.7. DRESS CODE:

The Contractor shall assure that all workers assigned to perform service and/or repairs on state property shall be dressed in an appropriate company uniform that complies with safety guidelines for the work being performed and a photo ID in their possession.

B.4.8. INSPECTION/QUALITY/REPORTING REQUIREMENTS

- B.4.8.1. OFM Programs shall be responsible for monitoring the program for contract compliance.
- B.4.8.2. OFM and the Contractor shall inspect all work and accept as complete prior to payment being issued.
- B.4.8.3. Upon request, the Contractor shall provide written letterhead quotes on all projects for budgeting and funding considerations, excluding emergencies.

B.5. VENUE:

All Contracts with the State of Oklahoma are governed by the laws of Oklahoma.

B.6. INVOICING

В.6.1.	Standard Payment Terms: Net – 45 (62 O.S. §34.71). CAM shall pay the Contractor within 45 days after receipt of a correct invoice for reasonable work attributable to the contract or after the date of acceptance of work that meets contract requirements, whichever event occurs later.
B.6.2.	Early Payment Discount: Additional terms shall be no less than 10 days increasing in 5 day increments up to 3 days. Supplier will provide a discount ofpercent for Net 10, a discount of

percent for Net 15, a discount of ______percent for Net 20, a discount of ______percent for Net 25, and a discount of ______percent for Net 30. The date from which discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

- B.6.3. Original invoices shall be electronically submitted to ACCOUNTSPAYABLE@omes.ok.gov for services delivered and completed.
- B.6.4. Invoices shall be addressed as follows:
 - B.6.4.1. Facilities Annex
 - B.6.4.2. Attn: OFM-AP
 - B.6.4.3. 5005 N. Lincoln Blvd
 - B.6.4.4. OKC, OK 73105
- B.6.5. All invoices shall include the following:
 - B.6.5.1. Purchase Order Number,
 - B.6.5.2. Complete remittance address,
 - B.6.5.3. Building where work was performed,
 - B.6.5.4. Date(s) work was performed,
 - B.6.5.5. Invoicing shall be provided monthly, in arrears, within fifteen days following the last service of each month during the service period of the contract.
- B.6.6. A separate invoice shall be provided for each building.

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B.6.7. Any additional pickups or requests for additional dumpsters shall be invoiced separately. OFM reserves the right to pay for services through purchase order or by purchase card (p-card).

C. SOLICITATION SPECIFICATIONS

C.1. See specification with pricing chart in section H.

D. EVALUATION

D.1. Evaluation and Award

- D.1.1. Bids shall be evaluated on the "best value" determination.
- D.1.2. The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical Bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. The clarification shall not alter or supplement the Bid.

D.3. Competitive Negotiations of Offers

- D.3.1. The State reserves the right to negotiate with one, selected, all or none of the Bidders 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 material to an award decision or that may mitigate the State's risks. These State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.
- D.3.2. 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:
 - D.3.2.1. Negotiations may be conducted in person, in writing, or by telephone.
 - D.3.2.2. Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.
 - D.3.2.3. Terms, conditions, prices, methodology, or other features of the Bid 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 to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the Bid.
 - D.3.2.4. The requirements of this Solicitation 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.

D.4. BEST and FINAL

The State may request best and final Bids if deemed necessary and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

D.5. Selection Criteria

- D.5.1. A responsive Bid is a Bid that meets all the following Solicitation requirements: The evaluation criteria include the following:
 - D.5.1.1. Point-by-point response to the Solicitation
 - D.5.1.2. Exceptions taken
 - D.5.1.3. Responding Bidder Information Sheet Complete Form 076
 - D.5.1.4. Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
 - D.5.1.5. Amendments, if issued, are acknowledged
 - D.5.1.6. Customer references submitted by deadline
 - D.5.1.7. Pricing

D.5.2. Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

D.6. Evaluation Process

- D.6.1. Determination of Solicitation Responsiveness
 - D.6.1.1. A responsive Bid is a Bid that meets all the following Solicitation requirements: Responding Bidder Information Sheet complete Form 076.
 - D.6.1.2. Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004Amendments, if issued, are acknowledged.
 - D.6.1.3. Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.
 - D.6.1.3.1. Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation.
- D.6.2. Evaluation of Bid
 - D.6.2.1. The technical section of the Bid is evaluated based on the Solicitation specifications.
- D.6.3. Evaluation of Cost
 - D.6.3.1. Cost comparisons are performed.
- D.6.4. Demonstrations
 - D.6.4.1. If desired by the evaluation committee, the Bidder may be required to provide product/services demonstrations.
- D.6.5. Best Value Evaluation of Product/Services
 - D.6.5.1. The award of Contract pursuant to this Solicitation to a Bidder is based upon which Bidder best meets the needs of the State.
- D.6.6. The State reserves the right to negotiate with one or more Bidders, at any point during the evaluation and may negotiate any and all content of the Bid.
 - D.6.6.1. Each Bidder should be prepared to participate in oral presentations and demonstrations to introduce the Bidder's team, and to respond to any and all questions regarding the Bid, and if requested by the State, define the Bid, prior to award.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

- E.1.1. Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall 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, Bids shall be evaluated, and any resultant contract(s) shall be administered in 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'sfailure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contact.
- E.1.2. Preparation of Bid
- E.1.3. Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.1.4. Information shall be entered on the form provided or a copy thereof.

E.2. Submission of Bid

- E.2.1. All Bids must be submitted to OMES Central Purchasing to the attention of the Contracting Officer indicated on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.
- E.2.2. The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.
- E.2.3. Each Bidder must submit one (1) electronic copy on thumb drive. The thumb drive shall be

No___

onsidered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. Each Bid must be submitted in a single sealed envelope, package, or container.

All information relating to price/costs are to be sent in a separate binder/envelope, on a separate thunderdyivearked as "Price/Cost".

- E.2.4. The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.
- E.2.5. All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.
- E.2.6. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack information.
- E.2.7. Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.3. Proprietary and/or Confidential

If the State Purchasing Director does not acknowledge the information as confidential, OMES CP will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.4. Communications Concerning Solicitation

The procurement specialist listed on the cover page of this solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non- responsive and not considered for further evaluation.

E.5. General Solicitation Questions

- E.5.1. Bidder may submit general questions concerning the specifications of this Solicitation. All questions and answers regarding this Solicitation shall be posted to the OME CP website:
- E.5.2. Questions pertaining to the contents of this Solicitation shall be directed in writing to the Central Purchasing contracting officer specified in this Solicitation.
- E.5.3. When posing questions, every effort should be made to:
 - a) be concise
 - b) include section references, when possible; and
 - c) avoid use of tables or special formatting (use simple lists).
- E.5.4. These questions shall be answered directly in the form of an amendment and posted on the OMES CP website. Bidders are advised that any questions received after 3:00 P.M. Central Time on August 5, 2019 shall not be answered.

E.6. Bid Deliverables

All Bids should be tabbed by section and clearly marked as Original or Copy.

Note: Bid deliverables are to be submitted in electronic copy only on a thumb drive inmachine-readable format.

- E.6.1. Section one- Introduction
- E.6.2. a) Letter of Introduction
 - b) Completed "Responding Bidder Information" OMES Form 076
 - c) Signed Amendment(s), if any.
 - D) Any exceptions to solicitation terms and conditions.

E.6.3. Section Two- References

Provide three (3) references from customers where similar work was performed. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e- mail address, and fax number).

E.6.4. Section Three- Company Information

Bidder must provide detailed information on its company, including principals involved, number of employees, locations, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation activity to report.

E.6.5. Section Four-Response to Specifications/Requirements

Provide detailed response to specifications/requirements in this Solicitation.

E.6.6. Section Five- Bidder Agreements

Bidder shall provide any required software licenses, maintenance, service agreements and any other similar applicable agreements.

Note: Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder's original Bid shall not be considered

E.6.7. Pricing

All information relating to costs are to be sent in a separate envelope, on "Price/Cost" using the format a separate thumb drive clearly marked as provided in Section G.

E.7. Awardee Financial Status

Prior to award the State may choose to request information from the Bidder to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

E.8. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

F. CHECKLIST

F.1. LISTED BELOW IS A CHECKLIST OF ITEMS THAT ARE TO BE COMPLETED AND RETURNED WITH THE PROPOSAL. THIS IS NOT AN ALL-INCLUSIVE LIST AND IT IS THE VENDOR'S RESPONSIBILITY TO ENSURE THAT THEY SUBMIT ALL REQUIRED/REQUESTED DOCUMENTATION:

F.1.1.	Responding Bidder Information Form CP-076
F.1.2.	Non-Collusion Certification Form CP-004
F.1.3.	All amendments signed (if applicable)
F.1.4.	Proof of Liability and Worker's Compensation Insurance

	F.1.5.	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.
	F.1.6.	Mandatory Vendor Registration for Contract Award (In Addition to Section A.15.3) (Section B.2.)
	F.1.7.	Attachment A – Pricing
	F.1.8.	Confirmation of On-Site Inspection Form
G. O	THER	
G.1.		nt Building and Contact Information can be found at:
	G.1.1.	https://omes.ok.gov/services/facilities-management/managed-properties-contacts
	G.1.2.	Additional properties, managed by OMES CAM may be added or deleted throughout the life of
	0.1.2.	the contract, as per the prices listed under 7.0 Unit Pricing.
	G.1.3.	Agency contact for questions regarding these specifications: OFM Programs: OFM.Programs@omes.ok.gov
н Р	RICE A	AND COST
H.1.	Unit P	
••••	H.1.1.	Contractor shall provide listed equipment or equivalent at designated sites.
	H.1.2.	Provide monthly service cost and additional pickup cost per building.
	H.1.3.	Services shall be provided between 8:00 a.m. through 5:00 p.m. unless otherwise listed.
	H.1.4.	Number of access badges provided will be determined by how many drivers service these buildings.
H.2.		20009) Agriculture Building – 2800 N Lincoln Blvd
	H.2.1.	Provide one (1) each, eight (8) cubic yard container which shall be serviced three (3) times a week (Monday, Wednesday and Friday) Container does NOT need a lock bar.
	H.2.2.	Service for eight (8) cubic yard container, cost per month:
	H.2.3.	Cost per additional pickup:
H.3.		20015) Agriculture Laboratory Building – 2800 N Lincoln Blvd
11.0.	H.3.1.	Provide one (1) each, four (4) cubic yard container which shall be serviced two (2) times a week (Tuesday and Thursday) Ag Lab access card will be issued for gate.
	H.3.2.	Service for four (4) cubic yard container, cost per month:
	H.3.3.	Cost per additional pick-up:
H.4.		0005) Allen Wright Memorial Library Building – 200 N.E. 18th St
114.	H.4.1.	Provide one (1) each, six (6) cubic yard container which shall be serviced two (2) times a week (Tuesday and Thursday)
	H.4.2.	Service for six (6) cubic yard container, cost permonth:
	H.4.3.	Cost per additional pick-up:
H.5.	(FAC	20013) Attorney General Building – 313 NE 21 st St
	H.5.1.	Provide one (1) each, eight (8) cubic yard, front loader container which shall be serviced two (2) times a week (Tuesday and Thursday)
	H.5.2.	Service for eight (8) cubic yard container, cost per month:
	H.5.3.	Cost per additional pick-up:
H.6.	(FAC	20014) Constructions & Properties Building – 50 NE 23 rd St
	. Н.6.1.	Provide one (1) each, three (3) cubic yard container which shall be serviced once (1) a week (Friday)
	H.7.2.	Service for three (3) cubic yard container, cost per month:
	H 7 3	Cost per additional pick-up:

H.7.	(FAC	20008) Denver Davison Courts Building – 1915 N. Stiles
	H.7.1.	Provide one (1) each, eight (8) cubic yard container which shall be serviced three (3) times a week (Monday, Wednesday and Friday)
	H.7.2.	Service for eight (8) cubic yard container, cost per month:
	H.7.3.	Cost per additional pick-up:
H.8.	(FAC	20022) Department of Transportation Building – 200 N.E. 21 st St
	H.8.1.	Provide one (1) each, ten (10) cubic yard container which shall be serviced five (5) times a week (Monday – Friday)
	H.8.2.	Service for ten (10) cubic yard container, cost per month:
	H.8.3.	Cost per additional pick-up (ten (10) cubic yard):
H.9.	(FAC	20019) OFM Services Annex Building – 2222 N. Walnut
	H.9.1.	Provide one (1) each, four (4) cubic yard container which shall be serviced once (1) a week (Tuesday).
	H.9.2.	Does NOT require casters.
	H.9.3.	Service for four (4) cubic yard container, cost per month:
	H.9.4.	Cost per additional pick-up:
H.10.	(FAC	20006) Governor's Mansion – 820 N.E. 23 rd St
	H.10.1.	Provide one (1) each, two (2) cubic yard container which shall be serviced three (3) times a week (Monday, Wednesday and Friday)
	H.10.2.	Container shall be equipped with rollers (casters)
	H.10.3.	Service for two (2) cubic yard container, cost per month:
	H.10.4.	Cost per additional pick-up:
H.11.	(FAC	20002) Jim Thorpe Building – 2101 N. Lincoln Blvd
	H.11.1.	Provide one (1) each, eight (8) cubic yard container which shall be serviced five (5) times a week (Monday – Friday)
	H.11.2.	Service for eight (8) cubic yard container, cost per month:
	H.11.3.	Cost per additional pick-up:
H.12.	(FAC	20003) Judicial Center Building – 2100 N. Lincoln Blvd
	H.12.1.	Provide one (1) each, eight (8) cubic yard container which shall be serviced three (3) times a week (Monday, Wednesday and Friday)
	H.12.2.	Service for eight (8) cubic yard container, cost per month:
	H.12.3.	Cost per additional pick-up:
H.13.	(FAC	20007) Mansion Grounds – 2221 N. Culbertson
	H.13.1.	Provide one (1) each, four (4) cubic yard container which shall be serviced once (1) a week (Wednesday)
	H.13.2.	Service shall be provided between 8:00 a.m. through 2:00 p.m.
	H.13.3.	Provide one (1) each, roll- off container, size TBD.
	H.13.4.	Service shall be provided on an as scheduled basis.
	H.13.5.	Contractor shall cover the roll-off container with a tarp prior to leaving the Facility
	H.13.6.	Service for four (4) cubic yard container, cost per month:
	H.13.7.	Cost per additional pick-up:
	H.13.8.	Service for twenty (20) cubic yard roll-off container, cost per ea:
	H.13.9.	Service for thirty (30) cubic yard roll-off container, cost per ea:

H.13.10. Service for forty (40) cubic yard roll-off container, cost per

H.14.	(FAC	20020) M.C. Connors Building – 2501 N. LincolnBlvd
	H.14.1.	Provide one (1) each, ten (10) cubic yard containers which shall be serviced five (5) times a week (Monday – Friday)
	H.14.2.	Service shall be provided between 6:00 a.m. through 1:00 p.m. each day.
	H.14.3.	Service for ten (10) cubic yard container, cost per month:
	H.14.4.	Cost per additional pick-up:
H.15.	(FAC2	20018) Oklahoma Banking Commission Building – 2900 N. Lincoln Blvd
	H.15.1.	Provide one (1) each, four (4) cubic yard container which shall be serviced once (1) a week (Tuesday)
	H.15.2.	Service shall be provided between 6:00 a.m. through 1:00 p.m. each day.
	H.15.3.	Service for one (1) four (4) cubic yard container, cost per month:
	H.15.4.	Cost per additional pick up:
H.16.	(FAC2	20021) Oliver Hodge Building – 2500 N. Lincoln Blvd
	H.16.1.	Provide two (2) each, four (4) cubic yard containers with casters which shall be serviced five (5) times a week (Monday – Friday)
	H.16.2.	Service shall be provided between 6:00 a.m. through 1:00 p.m. each day
	H.16.3.	Service for four (4) cubic yard container, cost per month:
	H.16.4.	Cost per additional pick-up:
H.17.	(FAC2	20024) OMES ISD Building – 3115 N. Lincoln Blvd
	H.17.1.	Provide one (1) each, eight (8) cubic yard container which shall be serviced two (2) times a week (Tuesday & Thursday)
	H.17.2.	Service for eight (8) cubic yard container, cost per month:
	H.17.3.	Cost per additional pick-up:
H.18.	(FAC	20017) Sequoyah Building – 2400 N. Lincoln Blvd
	H.18.1.	Provide one (1) each, eight (8) cubic yard container's which shall be serviced five (5) times a week (Monday – Friday)
	H.18.2.	Service shall be provided between 6:00 a.m. through 1:00 p.m. each day.
	H.18.3.	Service for eight (8) cubic yard container, cost per month:
	H.18.4.	Cost per additional pick-up:
H.19.	(FAC	20001) State Capitol Building – 2300 N. Lincoln Blvd
	H.19.1.	Provide six (6) each, three (3) cubic yard containers which shall be serviced five (5) times a week (Monday – Friday)
		Service shall be provided no later than 7:00 a.m. each morning.
		Pick up time is firm prior to the completion of the Capitol renovation project. All containers shall be equipped with rollers.
		Service for three (3) cubic yard containers, cost per month:
		Cost per additional pick-up:
LI 20		
H.20.	•	20026) State Pharmacy Building – 2920 N. Lincoln Blvd
		Provide one (1) each, three (3) cubic yard container which shall be serviced once (1) a week(Tuesday)
	H.20.2.	Service for one (1) three (3) cubic yard container, cost per month:
	H.20.3.	Cost per additional pick-up:
H.21.	(FAC	20031) Vezey Veterans Complex – 2132 N.E. 36 th St
	H.21.1.	Provide one (1) each, four (4) cubic yard container which shall be serviced once (1) a week (Friday)
	H.21.2.	Service for four (4) cubic yard container, cost per month:
OMES/F	H.21.3. PURCHASI	Cost per additional pick-up; SOLICITATION PACKAGE - PAGE 22

H.22. (FAC20016) Will Rogers Building - 2401 N. Lincoln Blvd H.22.1. Provide one (1) each, eight (8) cubic yard containers which shall be serviced five (5) times a week (Monday - Friday) H.22.2. Service shall be provided between 6:00 a.m. through 1:00 p.m. each day H.22.3. Service for eight (8) cubic yard container, cost per month: H.22.4. Cost per additional pick-up: (FAC20030) CAM Central Printing - 2120 N.E. 36th St H.23. H.23.1. Provide one (1) each, eight (8) cubic yard container which shall be serviced two (2) times a week (Wednesdays and Fridays) H.23.2. Service shall be provided between 8:00 a.m. through 4:00 p.m. each day H.23.3. Service for eight (8) cubic yard container, cost per month: H.23.4. Cost per additional pick up: (FAC20027) Oklahoma Insurance Department—400 NE 50th St H.24. H.24.1. Provide one (1) each, six (6) cubic yard container which shall be serviced two (2) times a week (Tuesdays and Thursdays) H.24.2. Service for six (6) cubic yard container, cost per month: H.24.3. Cost per additional pick up:

H.25. Unit price table for additional containers as needed within a 25-mile radius of State Capitol Complex

CUBIC YARD SIZE	1 Pick-up Per Week				5 Pick-ups Per Week	Each Additional Pick-up
2	\$	\$	\$	\$	\$	\$
Price Per						
Month	\$	\$	\$	\$	\$	
3	\$	\$	\$	\$	\$	\$
Price Per						
Month	\$	\$	\$	\$	\$	
4	\$	\$	\$	\$	\$	\$
Price Per						
Month	\$	\$	\$	\$	\$	
6	\$	\$	\$	\$	\$	\$
Price Per Month	\$	\$	\$	\$	\$	
8	\$	\$	\$	\$	\$	\$
Price Per	0	0	0	0	0	
Month	\$	\$	\$	\$	\$	
10	\$	\$	\$	\$	\$	\$
Price Per						
Month	\$	\$	\$	\$	\$	

	DROP-OFF RATE	SWAP/Price Per Each		
20 -Roll Off				
Container				
	\$	\$		



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:

Agency Name

Phone #

- Garnishment Payees: Use OMES Form GarnVendor

Agency Request To - Please select all applicable request types

Fax#

State Employees: Use OMES Employee Vendor Request Form
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 or fax to 405-522-3663.

Email

Contact Name

☐ Add New	Vendor	☐ Update	Existing Ve	endor Peop	PeopleSoft 10-digit Vendor ID		dor ID		
☐ Add New	Address	☐ Change	Address/L	ocation Peop	PeopleSoft Address #			PeopleSoft Location#	
☐ Change Vendor Tax ID ☐ Change		e Vendor Na	ame 🗆 A	dd Alte	nate	Payee	Name —	PeopleSoft Location #	
☐ Other	Explair								
			form. If the	vendor is incorrectline type of transaction	y showi on. Ple	ng as ase cl	1099 F neck the	Reportable	• •
☐ Add:	□ 1 - F		•		2 - Ro	,		_	☐ 3 – Other Income
☐ Remove	:	Medical & Health Gross Proceeds] / - NO	n-⊨m	pioyee	Compensa	ation 10 - Crop Insurance Proceeds
Payee Infor	mation: Pleas	e provide the req	n. Form mu luested info	•	n d sign ee rece	e d by iving f	author funds fr	r ized indiv om the Ok	ridual. Email or fax to requesting state agency. All information should
Name							Conta	act Name	
Payee Lega	Payee Legal Name for Business, Individual or			vernment Entity as filed with IRS Contact Title			Conta	act Title	
DBA Name				Phone #			Phon	e #	
Doing Busin	ess As "DBA",	or Disregarded E	Entity Name	e if different than Le	if different than Legal Name Fax #			1	
Tax Identifi	cation Numbe	er (TIN) and Type	e:	☐ Federal Er			□F€	ederal Emp	ployer ID (FEIN) □Social Security Number (SSN)
Business A	ddress Plea	ase provide prima	ary address	as reflected on pay	vee's an	nual	U.S. Int	ernal Reve	enue Service tax documentation
Address								City	
State			Zip+4			Ren	nittanc	e Email	
Optional A	ddresses – Pl	ease select addre	ess type as	applicable					
Type:	☐ Remitting	☐ Ordering	☐ Pricing	g 🛘 Returning	□м	ailing		Other:	
Address					•		•	City	
State	zate Zip+4 Remitt		nittanc	e Email					
									le financial information used for ACH Electronic State of Oklahoma online registration system.
Name			Title	е				Email	
			I.	ı				1	

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)	Please provide tax identification number applicable for payee IRS tax reporting					
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:						
☐ Limited Liability Company Type: _						
LLC Disregarded Entity: YES	equired.					
☐ Domestic (U.S.) Other Explain:						
☐ Foreign (Non-U.S.) Sole Proprietor or Individua	al* □ Foreign (Non-U.S.) Partnership* □ Foreign (Non-U.S.) Type:					
☐ Foreign (Non-U.S.) Other* Explain:	□ Foreign (Non-U.S.) Other* Explain:					
FOREIGN VENDOR INSTRUCTIONS:	· · · · · · · · · · · · · · · · · · ·					
	Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity dditional instructions (http://www.irs.gov/pub/irs-pdf/iw8.pdf).					
 Form W-8BEN: Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). http://www.irs.gov/pub/irs-pdf/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 Govern http://www.irs.gov/pub/irs-pdf/fw8exp.pdf 	nment or Other Foreign Organization for United States Tax Withholding and Reporting.					
- Form W-8IMY: Certificate of Foreign Interme Reporting. http://www.irs.gov/pub/irs-pdf/fw8	ediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and					
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.						
withholding because you have failed to report all For mortgage interest paid, acquisition or abando	m 2 above if you have been notified by the IRS that you are currently subject to backup interest and dividends on your tax return. For real estate transactions, item 2 does not apply. In ment of secured property, cancellation of debt, contributions to an individual retirement in interest and dividends, you are not required to sign the certification, but you must provide					
Signature of Vend	or Representative or Individual Payee Date					
Title of individual s	signing form for company					
Vendor/Payee (Must be the same as Payee Name from page 1)						

☐ 1 - RENTS 532110 Rent of Office Space	☐ 1- RENTS (c 532141 Rent	ontinued) of Motor Vehicles	☐ 3 – OTHER INCOME 552120 Incentive Awards – Monetary &		
·		e of Motor Vehicles	Material		
532130 Rent of Other Building Space			552160 Incentive Payments – Oklahoma Horse		
532140 Rent of Equipment and Machinery	D O BOYAL	TIF0	Breeders & Owners		
532150 Rent of Telecommunications Equip	☐ 2 – ROYAL		552170 Incentive Payments – Oklahoma Film		
532160 Rent of Electronic Data Processing Equipment	553170 Roya	Ities Enhancement Rebate 553165 Current/Former Employee Reportable			
532170 Rent of Electronic Data Processing Software			Court Ordered or Legal Settlements		
532190 Other Rents			553220 Other IRS Reportable Income		
☐ 6 - MEDICAL & HEALTH CARE PAYMENTS			Ilth Care Services		
515530 Veterinary Services 515840 Ambulance Services 515700 Offices of Physicians (except Mental Health Specialists) 515850 All other Ambulatory Health Care Services					
515700 Offices of Physicians (except Mental Health S 515710 Offices of Physicians, Mental Health Specialis		515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals			
515720 Offices of Dentists		515870 Psychiatric & Substance Abuse Hospitals			
515730 Offices of Chiropractors		515880 Specialty Hospitals (except Psychiatric & Substance Abuse)			
515740 Offices of Optometrists	D	515890 Nursing Care Facilities			
515750 Offices of Mental Health Practitioners (except 515760 Offices of Physical, Occupational & Speech T		515900 Residential Services for People with Developmental Disabilities			
Audiologists	nerapists, α	515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly			
515770 Offices of Podiatrists		515930 Other Residential Care Facilities			
515780 Offices of all other Miscellaneous Health Prac	titioners	537210 Laboratory Services & Supplies			
515790 Family Planning Centers		551230 Medical Services to Indigents (from agencies other than DHS)			
515800 Outpatient Mental Health & Substance Abuse 515810 Other Outpatient Care Centers	e Centers		ervices to Indigents (from agencies other than DHS)		
515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories		JJ12JU Utilet Heat	th Services to Indigents (from agencies other than DHS)		
☐ 7 - NON-EMPLOYEE COMPENSATION		515600 Telephone	Call Centers		
515010 Office of Lawyers		•	Service Centers		
515020 Offices of Notaries		515620 Collection	Agencies		
515030 Other Legal Services		515630 Credit Bure			
515060 Accounting, Tax Preparation, Bookkeeping & Pr	ayroll Services		ness Support Services		
515210 Payments for Contract Mentor Services 515220 Architectural Services		515650 Investigation & Security Services 515660 Educational Services			
515230 Landscape Architectural Services		515940 Individual & Family Services			
515240 Engineering Services		515950 Community Food, Housing & Emergency & Other Relief Services			
515250 Drafting Services		515960 Vocational Rehabilitation Services			
515260 Building Inspection Services		515970 Child Day Care Services			
515270 Geophysical Surveying & Mapping Services 515980 515280 Surveying and Mapping (except geophysical) Services 515990 O			Arts, Entertainment and Recreation Other Services (except Public Administration)		
515290 Testing Laboratories	CIVIOCO	517110 Moving Expense – Employee Transfer			
515300 Interior Design Services		531150 Printing and Binding Contract			
515310 Industrial Design Services		531160 Advertising			
515320 Graphic Design Services		531170 Information			
515330 Other Specialized Design Services 515350 Custom Computer Programming Services		531220 Burial Char	Shows and Special Events		
515360 Computer Systems Design Services		531330 Jury and Witness Fees			
515370 Computer Facilities Management Services		531500 Moving Expenses – General			
515380 Other Computer Related Services			ce & Repair – Other Items		
515400 Administrative Management & General Mana	gement		& Repair of Buildings & Grounds (outside vendors)		
Consulting Services 515410 Human Resources & Executive Search Cons	ulting Services		ce & Repair – Equipment (outside vendors) & Repair of Telephone Equipment (outside vendors)		
515420 Marketing Consulting Services			ce & Repair of Data Processing Equipment (outside		
515430 Process, Physical Distribution, & Logistics Co	nsulting Services	vendors)			
515440 Other Management Consulting Services	-		& Repair of Data Processing Software (outside		
515450 Environmental Consulting Services		vendors)	as 9 Danain - Franksusa Huife		
515460 Other Scientific & Technical Consulting Service 515470 Research & Development in the Physical, En			ce & Repair – Employee Uniforms of Land Improvements		
Sciences	gincomig, & Liic		ruction in Progress) – Land Improvements		
515480 Research & Development in the Social Scien	ces & Humanities		d Other Structures – Construction and Renovation		
515490 Advertising and Related Services			tenance and Repair of Equipment		
515500 Marketing Research & Public Opinion Polling			Bridge Construction Expense – Contractual		
515510 Photographic Services 515520 Translation & Interpretation Services			e and Repairs to Highways and Bridges		
515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical	al Services	547210 Major Main 552100 Stipends –	tenance and Renovation – Bridges - Other		
515550 Management of Companies & Enterprises	A. OCI VIOCO		ends ("Incentive" payments)		
515560 Office Administrative Services		552130 Oklahoma	Police Corps Stipends		
515570 Employment Placement Services			ee Reportable Court Ordered or Legal Settlements		
515580 Business Support Services 515590 Document Preparation Services		554190 Voter Regis 561140 Pollution R	stration Services Remediation		
510000 Document reparation services			CHICUIAUUH		
14 - GROSS PROCEEDS TO AN ATTORNEY					
553180 Settlements – Paid To/Thru Attorney					