



State of Oklahoma
Oklahoma State Department of Health

Amendment of Solicitation

Date of Issuance: 08/29/16

Solicitation No. 34000001452

Requisition No. _____

Amendment No. 1

Hour and date specified for receipt of offers is changed: No Yes, to: September 23, 2016 3: 00 CST

Pursuant to OAC 580:15-4-5(c)(5), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY and RETURN TO:

U.S. Postal Delivery:

Oklahoma State Department of Health
ATTN: Room 309
1000 NE 10th Street
Oklahoma City, OK 73117 - 1299

Ruby Sherwan
Contracting Officer

(405) - 271 - 4043
Phone Number

or

Personal or Common Carrier Delivery:

Oklahoma State Department of Health
ATTN: Room 309
1000 NE 10th Street
Oklahoma City, OK 73117 - 1299

Rubys@health.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

Due to a technical error the theRFP Scope of Work and Requirements did not attach to the website. .
Please see attached document. The time for the RFP to be submitted has been extend for 1 week. If you have any questions please contact me via E-mail.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**) Title

Authorized Representative Signature



Solicitation #:3400001452

Solicitation Issue Date: 8/29/16

Brief Description of Requirement:

The purpose of this Request for Proposal (RFP) is to retain the services of a qualified organization (s) or individual (s) with the capacity, tools, and process to prepare, facilitate and train diabetes lifestyle coaches using the Centers for Disease Control and Prevention (CDC) National Diabetes Prevention Program (DPP) curriculum for the following audiences:

1. Local Health Department staff;
2. Tribal Health staff; and
3. Community Partners

Questions: Due No Later than 08/7/16 at 3 pm CDT via e-mail.

Closing Date 09/16/16 3 pm CDT

Response Due Date¹: 09/16/16

Time: 3:00 PM CDT

Issued By and RETURN SEALED BID TO²:

Agency Name: Oklahoma State Department of Health

- 1000 NE 10th Street; Oklahoma City OK 73117:
- 1000 NE 10th Street; Oklahoma City, OK 73117:

Solicitation Type (type "X" at one below):

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

1. Shipping Location:

2. Contracting Officer:

Name: Ruby Sherwan

Phone :405-271-9444 ext 56367

Email: Rubys@health.ok.gov

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

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



"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # 3400001452

2. Bidder General Information:

FEI / SSN : _____ VEN ID: _____
Company Name: _____

3. Bidder Contact Information:

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹ (type "X" at one below):

- YES – Permit #: _____ NO
- Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State (type "X" at one below):

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

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act (type "X" at one below):

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



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.

Solicitation or Purchase Order #: 3400001452

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 officials or employee to create a sole source acquisition in contradiction to 74 O.S. 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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B. SPECIAL PROVISIONS

All terms and conditions herein become the contract between the OSDH and the Contractor. The Contractor agrees to comply with all of these terms and conditions. Contractor understands and agrees that when any term and/or condition contained within this contract is, or becomes, applicable to the Contractor's officers and/or employees, Contractor agrees to ensure that its officers and employees (collectively, "organization") abide by the terms and/or condition applicable to organization.

B.1. CONTRACTOR RELATIONSHIP:

In accordance with the Office of Management and Budget (OMB) Circular A-133, the relationship between the OSDH and the Contractor for this contract is that of a vendor.

B.2. ACCESS TO RECORDS REQUIREMENTS:

The Contractor agrees to comply with all record retention requirements of 2 CFR § 200.333 - §200.337. The Contractor agrees to maintain required records and supporting documentation, for validation of costs billed to the OSDH, for seven (7) years from the ending date of the contract. The Contractor also agrees to allow the State Auditor's Office, GAO, the Oklahoma Department of Management and Enterprise Services, the OSDH, or their authorized representatives access to the records, books, documents, accounting procedures, practices or any items of the service provider relevant to this contract for purpose of audit and examination. The Contractor further agrees to assure appropriate access by the aforementioned parties to any subcontractor's associated records.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it; or, until the end of the regular seven-year period, whichever is later.

B.3. ADVANCE PAYMENTS PROHIBITED:

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the OSDH.

B.4. AMENDMENTS, UNAVAILABILITY OR REDIRECTION OF FUNDING AND CANCELLATION:

This contract may be terminated, in whole or in part, if the Contractor fails to comply with the terms and conditions of the contract or for other cause. In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the Contractor by certified mail or email. The OSDH may also, based on its determination of agency need, increase or reduce contract amounts and send notification of such changes to the Contractor upon making such changes. The OSDH shall be the final authority as to the availability or redirection of funds. The effective date of such contract termination, increase or reduction shall be specified in the notice. All other modifications or amendments to this contract shall be in writing, dated and executed by both the Contractor and the OSDH. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. With exception of the above, this contract shall be in force until the expiration date, or until 30 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation

shall be by Certified Mail to the business address of record or by email to the specified Contact Person. In the event this contract is canceled by either party, the OSDH shall be responsible for reimbursement for goods or services received or provided prior to cancellation date. In the event this contract is cancelled under this section, Contractor agrees to take all reasonable steps to minimize termination costs and to comply with the requirements in 2 CFR §200.343 and 200.344. . The OSDH agrees to reimburse Contractor for all work performed prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

B.5. APPLICABLE LAW:

This contract shall be governed in all respects by the laws of the State of Oklahoma. Jurisdiction and venue for any dispute concerning this contract shall be Oklahoma County, Oklahoma

B.6. ASSIGNMENT AND DELEGATION:

If the Contractor cannot perform the services as identified in this contract, in whole or in part, the Contractor will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. The Access to Records clause as stated above shall be included in any subcontract. The Contractor will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. The subcontracting of services shall not relieve the

B.7. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED FOR DEBARMENT, OR DECLARED INELIGIBLE FOR AWARD OF CONTRACTS BY ANY FEDERAL OR STATE AGENCY:

By signing the contract, the Contractor attests and assures that no employee or any of its principals performing hereunder:

- B.7.1.** are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- B.7.2.** have, within a three year period preceding this offer, been convicted of 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 subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- B.7.3.** have, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local entity; nor,
- B.7.4.** are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

B.8. CONTACT PERSONS:

For the purposes of this contract, all contacts with the Contractor shall be directed to its representative: _____ at telephone number: _____ and email address: _____.

Contact information for the OSDH Contact Person shall be provided with the award

documentation.

B.9. CONTRACT MONITORING PLAN:

As a vendor with the OSDH, your contract will be monitored to ensure compliance with the Terms and Conditions outlined in this contract. Typical monitoring activities may include Contractor site visits, review of contractually required deliverables, invoice review, and verification of licensure and/or insurance required and other monitoring activities.

All communications related to this contract will be between the Contractor's Contact Person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract is:

Mary Massey
Chronic Disease Service
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
(405)271-4072
marylm@health.ok.gov

B.10. CONTRACTOR'S RELATION TO THE OSDH:

The Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the OSDH. Neither the Contractor nor any of its officers, employees, agents, or members shall have authority to bind the OSDH nor are they entitled to any of the benefits or worker's compensation provided by the OSDH to its employees. In the event the independent contractor relationship ends in any way, this contract shall automatically terminate without notice. The Contractor shall notify the OSDH Contract Monitor of the change in relationship.

B.11. ENTIRE AGREEMENT:

This contract, including referenced attachments, represents all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

B.12. EQUIPMENT AND OTHER PURCHASES:

It is understood that no items of equipment, property or other capital purchases shall be reimbursed under the provisions of this contract. Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the Contractor for financial statement purposes, or \$5000.

B.13. EVENT OF DEFAULT:

In the event the Contractor fails to meet the terms and conditions of this contract or fails to provide services in accordance with the provisions of the contract, the State of Oklahoma at its sole discretion, may withhold payments claimed by the Contractor or may by written notice of default to the Contractor, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Office of Enterprise and Management Services, Central Purchasing Division. This clause is an exception to the Cancellation clause.

B.14. EVIDENCE OF INSURABILITY:

The Contractor 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 and shall provide evidence of insurability (Certificate of Insurance) from the insurance carrier prior to commencement of any work in connection with the Contract. The Contractor is also required to comply with applicable Federal and State occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the OSDH Purchasing Division with evidence of such insurance and renewals. Such policy shall require thirty days advance notice of cancellation be provided to the OSDH Purchasing Division.

If the Contractor does not carry workers' compensation insurance because it considers their business to be that of an independent Contractor, as defined by the Workers Compensation Act (85A O.S. § 1 et. seq.), and not that of an employee, the Contractor must complete the OSDH Acknowledgment of Independent Contractor Status.

B.15. FAILURE TO COMPLY STATEMENT:

The Contractor shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Contractor agrees that should it be in noncompliance, the OSDH may impose additional conditions as provided in 2 CFR §200.207; or, as provided in 2 CFR § 200.338, temporarily hold cash payments pending correction of the deficiency, disallow all or part of the cost of the activity or action not in compliance, suspend or terminate the contract in part or in whole, withhold further awards for the project or program, or take other remedies legally available. Compliance with the requirements shall be the responsibility of the Contractor, without reliance on or direction by the OSDH.

B.16. FORCE MAJEURE:

The Contractor shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay that directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of the Contractor.

B.17. INVOICING:

A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered and include the following items:

- B.17.1.** name, address and FEI number of the Contractor;
- B.17.2.** invoice date;
- B.17.3.** period covered by invoice;
- B.17.4.** purchase order number;
- B.17.5.** any other data, reports, information or documentation required by other conditions of the contract;
- B.17.6.** detail of the services provided and be in accordance with the terms and conditions of this agreement.

For invoices involving payment for the Contractor's time, the invoice must be signed and contain the following statement: By my signature I attest that this invoice is an accurate and true representation of my time in relation to the services provided to the OSDH.

The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH
Chronic Disease Service / Mary Massey
1000 NE 10TH Street
Oklahoma City, Oklahoma 73117-1299

The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Contractor.

The OSDH may withhold or delay payment to any Contractor failing to provide required programmatic documentation and/or requested financial documentation.

The Contractor assures that all costs billed will be supported by documentation that will include, but not be limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization (See "Contractor Relationship" section of this contract). The Contractor further assures that all billings will be based on actual costs incurred and paid.

If the Contractor is unable to support any part of their claim to the OSDH and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to OSDH for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and discovery of said part of claim. Liability under this paragraph shall be determined within two years of the discovery of such misrepresentation of fact or fraud by the Contractor.

B.18. MANDATORY REQUIREMENTS:

The OSDH has established certain mandatory requirements that must be included in the RFP response. The use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this RFP indicate a mandatory requirement or condition, which by failure to meet or provide will be cause for the RFP response being deemed non-responsive. The word "should" or "may" in this RFP indicate desirable attributes of conditions and are permissive in nature. Deviation from or omission of such a desirable feature will not by itself cause a proposal to be non-responsive.

B.19. NON-COLLUSION CERTIFICATION:

The Contractor will complete and return the attached non-collusion certification, OMES-

FORM-CP-004.

B.20. NON-RESPONSIVE PROPOSALS:

Proposals which do not meet all material requirements of this RFP or which fail to provide all required information, documents or materials may be determined as non-responsive and may not be evaluated. Material requirements of the RFP are those as set forth as mandatory.

B.21. OTHER CERTIFICATIONS:

The Contractor certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973; the Age Discrimination Act of 1975; the Hatch Act; the Pro Children Act of 1994; Drug Free Workplace Act of 1988; the American with Disabilities Act of 1990; Title IX or the Education Amendments of 1972; 31 U.S.C. Section 1352, Public Law 105-78; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act; 41 U.S.C. 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708); the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; mandatory standards and policies relating to energy efficiency as outlined in the State of Oklahoma's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201); 2 CFR § 200.112 (Conflict of Interest); 2 CFR § 200.113 (Mandatory Disclosures); 2 CFR § 200.322 (Procurement of Recovered Materials); and, the Single Audit Act of 1984; as applicable.

B.22. PROCUREMENT INTEGRITY:

The Contractor certifies they have not entered into this contract with this or any other Oklahoma state agency that would result in a substantial duplication of the services or duplication of the end product rendered by the Contractor or its employees.

B.23. STATEMENT OF RESPONSIBILITY AND LIABILITY:

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act (51 O.S. §151 et seq.).

The Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

The Contractor agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Contractor and/or its agents, servants, and employees in the performance of this contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

B.24. TOBACCO FREE POLICY:

Contractor, while performing the duties under this contract shall comply with the smoke free requirements on state property pursuant to 21 O.S. § 1247. For other

tobacco products, including e-cigarettes, use of such products is prohibited pursuant to the Governor's Executive Orders 2012-01 and 2013-43.

B.25. TRAVEL AND RELATED EXPENSES:

All travel expenses incurred by the Contractor that are associated with the execution of this contract shall be included in the fee payable to the Contractor.

B.26. WAIVER OF BREACH:

No failure by the OSDH to enforce any provisions hereof after any event of default by the Contractor shall be deemed a waiver of the OSDH's rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

C. SOLICITATION SPECIFICATIONS

C.1. GENERAL PURPOSE

The purpose of this Request for Proposal (RFP) is to retain the services of a qualified organization (s) or individual (s) with the capacity, tools, and process to prepare, facilitate and train diabetes lifestyle coaches using the Centers for Disease Control and Prevention (CDC) National Diabetes Prevention Program (DPP) curriculum for the following audiences:

1. Local Health Department staff;
2. Tribal Health staff; and
3. Community Partners

C.2. CONTRACT PERIOD

This contract shall begin on Date of Award and terminate on June 30, 2017. This Contract shall include an option to renew for up to two (2) additional one (1) year periods. This contract shall not take effect and no services may be provided until the OSDH has in its possession a copy containing original signatures of both parties and a purchase order has been issued. No services shall be provided prior to the effective date.

C.3. CONTRACT EXPENSE CAP

The maximum total of this contract is \$30,000, which shall be paid based on actual expenses incurred during the month. Invoices shall be submitted monthly and in accordance with the approved line item budget. (See Section H)

C.4. FEDERAL AWARD INFORMATION

Federal Awarding Agency: Centers for Disease Control and Prevention (CDC)

Award Name: Prevention State and Local Public Health Actions to Prevent Obesity, PPHF 2014: Heart Disease & Stroke Prevention Program and Diabetes, Diabetes, and Heart Disease and Stroke

Award Year: Year 3 (07/01/2016-06/30/2017)

CFDA Name: CDC-RFA-DP14-1422PPHF14

CFDA Number: 93:757

C.5. MANDATORY REQUIRMENT(S):

In order to meet the General Purpose of this RFP (C.1.), suppliers must be able deliver the diabetes lifestyle coach training using a Master Trainer (s) and the Center for Disease Control and Prevention (CDC) National Diabetes Prevention Program

(DPP) curriculum. In addition, suppliers must have at least one years' experience with preparing, facilitating, and training diabetes lifestyle coaches.

C.6. PROPOSAL SUBMISSION REQUIREMENTS:

C.6.1. Location And Number Of Participants

C.6.1.1. Trainings shall take place in the Oklahoma City metropolitan area

C.6.1.2. The number of participants will be a minimum of 5 in each class and no more than 15. Participants shall be OSDH Employees; Tribal Partners and other partner Organizations, i.e. YMCA etc. Contractor will schedule trainings within six(6) weeks of OSDH notification of need.

C.6.1.3. There will be a minimum of two(2) - 2-day sessions.

C.6.2. CONTRACTOR DUTIES

C.6.2.1. Administrative

C.6.2.1.1. Submit renewal of any relevant licenses, certifications, accreditations and malpractice insurance to the OSDH within 30 business days of renewal date.

C.6.2.2. Service Delivery

C.6.2.2.1. Meet with local health department staff in the counties designated namely, Carter, Comanche, Leflore, Lincoln, McCurtain, Pittsburg, Seminole and Sequoyah and statewide to discuss the steps involved to become a potential DPP site and to conduct the capacity assessment necessary to begin the process. The Master Trainer and other relevant staff will attend these meetings at the designated health departments.

C.6.2.2.2. Plan and coordinate the Lifestyle Coach Training Event which shall include, but not limited to:

C.6.2.2.2.1. review of assessment information,

C.6.2.2.2.2. communication of event information to participants,

C.6.2.2.2.3. order of materials and provide classroom materials to be printed by the OSDH no less than 2 weeks prior to the class.

C.6.2.2.2.4. provision of food and healthy snacks as applicable (See attached Refreshment Guidelines G.5)

C.6.2.2.3. Prepare training and individualized program agenda for target audience. This will be completed by the Master Trainer.

C.6.2.2.4. Conduct a minimum of 2 -two-day Lifestyle Coach Training Events per year which shall include, but not be limited to:

C.6.2.2.4.1. an overview of the Prevent T2 Curriculum,

C.6.2.2.4.2. lifestyle coach facilitation guide, coaches manual and participant manual;

C.6.2.2.4.3. interactive discussion on classroom management,

C.6.2.2.4.4. insight from actual coaches on best practices and real-life experiences;

C.6.2.2.4.5. review of the Diabetes Prevention Research Program (DPRP) Standards and Operating Procedures. This will be facilitated by the Master Trainer.

C.6.2.2.5. Meet with each potential DPP sites' lifestyle coach and relevant staff to discuss plans for implementation of the DPP

including but not limited to discussion of a target start date and marketing plan for the initial cohort. The Master Trainer and other relevant staff will attend this meeting.

C.6.3. Evaluation Report Plan

Provide a complete evaluation report with-in forty-five (45) days after the last training or June 30, 2017 whichever comes first. Describe the methods, in detail, you plan to use in evaluating the training. The report should include, but not limited to:

- C.6.3.1.** Measurable results of the trainings.
- C.6.3.2.** Success of the trainings.
- C.6.3.3.** Lessons learned.

C.6.4. DUTIES OF THE OSDH

- C.6.4.1.** Provide appropriate referrals for the Lifestyle Coach Training Event. The number of participants shall be agreed upon by the Contractor, the Chronic Disease Service representative and the local health department representative.
- C.6.4.2.** Secure a training site and coordinate printing of classroom materials with the Master Trainer.
- C.6.4.3.** Provide all funding amounts agreed upon to accomplish the specified Duties of the Contractor as set above. Maximum award amount shall not exceed \$30,000.
- C.6.4.4.** Provide technical consultation to ensure Contractor adheres to the rules and regulations related to OSDH's policies and procedures.
- C.6.4.5.** Review and approve budgets and invoices.

D. EVALUATION

D.1. PROPOSAL EVALUATION PROCESS

The OSDH will assemble a review committee to evaluate the proposal. The committee will make the recommendations to the OSDH Procurement Office. The final award will be made in accordance with Central Purchasing Act and rules in accordance with Oklahoma Statute Title 74, Section 85 by the OSDH Purchasing Office based on the following criteria.

D.2. PROPOSAL EVALUATION CRITERIA

This RFP will be evaluated and awarded based on Best Value to the State of Oklahoma. Proposal will be evaluated on the following:

- D.2.1.** Work Plan
- D.2.2.** Organization and Experience
- D.2.3.** Cost (Budget)

E. INSTRUCTIONS TO SUPPLIER

E.1. PROPOSAL INSTRUCTIONS

This entire document and the successful supplier's response will become the contract. In order to assure submission of a complete response to the RFP, Please read and follow Instructions below:

- E.1.1.** Thoroughly review the entire Request for Proposal (RFP).
- E.1.2.** Comply with all instructions on this sheet.
- E.1.3.** The Proposal should contain the following:

E.1.3.1. PROJECT WORK PLAN

The Work Plan should include preparation for a minimum of two(2) two-day in-person trainings including but not limited to Local Health Department staff and Tribal Health staff between September 30, 2016 and September 29, 2017. The plan should include but not limited to:

- E.1.3.1.1.** Tentative Schedule for all activities to be completed no later than September 29, 2017.
 - E.1.3.1.1.1.** Describe Organization's capability to provide the following:
 - E.1.3.1.1.2.** Virtual/phone pre-meeting sessions (include times available and number of anticipated sessions).
 - E.1.3.1.1.3.** Facilitation of meetings (include dates available).
 - E.1.3.1.1.4.** Follow-up consultations (include times available and number of anticipated consultations)
- E.1.3.1.2.** Provide a syllabus with objectives to be covered in the two-day training to include but not limited to:
 - E.1.3.1.2.1.** PreventT2 Curriculum Overview
 - E.1.3.1.2.2.** Lifestyle Coach Facilitation Guide, Coach's Manual and Participant Manual
 - E.1.3.1.2.3.** Interactive discussion on classroom management, insight from actual coaches on best practices and real-life experiences
 - E.1.3.1.2.4.** Diabetes Prevention Recognition Program (DPRP) Guidelines Tutorial (Review of DPRP Standards and Operating Procedures)

E.1.3.2. ORGANIZATION AND EXPERIENCE

E.1.3.2.1. Organization

Provide and Cover/Executive Summary Letter on Company Letterhead, signed by a representative authorized to legally bind the company in a contractual relationship. The letter should include but not limited to:

- E.1.3.2.1.1.** Principals (including staff and/or consultants) that will be involved with this project.
- E.1.3.2.1.2.** Organization Type
- E.1.3.2.1.3.** Number years in existence
- E.1.3.2.1.4.** Do not include cost information in the Cover/Executive Summary Letter.

E.1.3.2.2. Experience

- E.1.3.2.2.1.** Resumes and proof (copies) of certifications/licenses of key staff and/or consultants.
- E.1.3.2.2.2.** At least 2 letters of reference from work with other organizations, include contact name and phone numbers.
- E.1.3.2.2.3.** Additional Key information may be provided to demonstrate experience.

E.2. BUDGET

Provide a detailed budget outlining cost for entire project. Payment will be made based on actual expenses incurred during the month. If budget includes salary, a detailed Time and Effort report must be included as part of the monthly invoice.

E.3. Submit a response to this RFP in the form of a “Proposal Package.” This package shall contain your response to the proposal submission requirements and all required supporting information and documents in typewritten form and in a non-bound 8 ½” X11” double spaced loose-leaf format.

E.3.1. The “Proposal Package” shall be in the following order:

- E.3.1.1.** State of Oklahoma Solicitation Request
- E.3.1.2.** Solicitation Specification and
- E.3.1.3.** All required bid submission responses of the RFP document (E.1.3.1.; E.1.3.2. & E.2.).
- E.3.1.4.** All required Attachments

E.4. Please prepare one original and five copies of your proposal and submit your proposal by the time and date designated by the Oklahoma State Department of Health. All proposals and related documents in response to this RFP are public records under the Freedom of Information Act and the Oklahoma Open Records Act, regarding public access to such documents. Submission by FAX is not acceptable.

E.5. Proposals will not be considered if any of the following exists:

- E.5.1.** Proposal was not submitted by the stated deadline.
- E.5.2.** Proposal does not include the entire proposal package.
- E.5.3.** Proposal does not comply with all of the requirements of the bid process a and solicitation.

F. CHECKLIST

- F.1. _____ State of Oklahoma Solicitation Request (Pages 1-3)
- F.2. _____ Solicitation Specification Response(Section E.1.)
- F.3. _____ Amendments, if applicable
- F.4. _____ Vendor Payee Form
- F.5. _____ Proposed Budget (Section H)
- F.6. _____ Mandatory Vendor Registration prior to award
- F.7. _____ Licenses and Insurance
- F.8. _____ Worker's Compensation Insurance or Affidavit

G. OTHER

- G.1. Tobacco Free Policy (G.1.)
- G.2. Vendor Payee Form (G.2.)
- G.3. Budget form (Section H.1.A)
- G.4. Various attachments(vendor form, WC or affidavit, Mandatory Registration instructions.)
- G.5. Refreshment policy

H. PRICE AND COST

The maximum total of this contract is **\$30,000**. A line item budget and budget justification must be submitted with the RFP response. Failure to submit these documents will cause the Supplier's response to be deemed non-responsive and not evaluated for an award. Please use the provided budget forms. (See Attachment H.1A)

The line item budget and budget justification submitted with the RFP response are **Proposed** budgets to which adjustments/corrections or additional documentation supporting the budget may be requested before or after award.

- H.1. Proposed Budget The budget provides a summary of the costs to be reimbursed for providing the services detailed in this RFP. A budget template (Attachment H.1.A) is provided to assist in preparation of the form.**
 - H.1.1.** Budgets must reflect allowable expenditures for the cost of providing the services detailed in this RFP. Allowable expenditures are defined in 2 CFR Part 200 https://www.whitehouse.gov/omb/grants_docs. All costs to be reimbursed must be allowable per 2 CFR Part 200 or other applicable grant or program guidance.
 - H.1.2.** Reimbursement is made in accordance with the approved line item budget and only after the Supplier has received and paid for the goods or services. The requested budget amount may not be the awarded amount.
 - H.1.3.** Once the final budget amount is approved, the total contract amount cannot be increased without justification from the Supplier and approval by OSDH.
 - H.1.4.** It is the Supplier's responsibility to monitor the individual line items from month to month in order to prevent overspending in a line item during the contract period.
 - H.1.5.** The following additional information is being provided for preparation of the proposed budget:

H.1.5.1. Line Item Budget Preparation –

H.1.5.1.1. The submitted proposed budget must cover the period [September 1, 2016 through June 30, 2017]. Figures should be rounded to the next whole dollar amount.

H.1.5.1.2. Proposed budgets must be prepared on the attached OSDH Contract Budget forms (See Attachment H.1.A).

H.1.5.1.3. Budget Justification

The budget justification is a separate document written in a narrative format that details what is proposed for reimbursement for the contract period and how the figures in the proposed budget were determined.

The budget form requires the Supplier to provide sufficient detail in each category to justify how funds support programmatic and administrative activities to accomplish the requirements of the RFP.

H.1.5.1.3.1. Matching Funds

This RFP does not require matching funds.

H.1.5.1.3.2. Personnel/Salaries

Actual salaries and wages paid to Supplier's own personnel working on a specific OSDH program. Identify individuals by job title and percentage FTE. One FTE is equal to 2,080 hours per year. See 2 CFR § 200.430.

H.1.5.1.3.3. Fringe Benefits

Actual fringe benefits paid to the Supplier's personnel working on a specific OSDH program. For budget purposes, a percentage rate for fringe benefits may be used. However, Supplier will be reimbursed for actual fringe benefits paid. For audit purposes, the Suppliers' financial records must clearly define each actual fringe benefit cost as a separate expense applicable only to the approved budgeted salaries. Fringe benefits (e.g., retirement program, FICA, insurance, worker's compensation, etc.) are usually applicable to direct salaries and wages. If fringe benefits are to be reimbursed, then a clear description must be included of how the computation of fringe benefits was determined. See 2 CFR § 200.431.

H.1.5.1.3.4. Travel/Training

OSDH allowable travel costs must be directly related to the activities of the contract and therefore may require allocation of those costs to all programs benefitted based on an equitable allocation methodology.

Travel/Training expenditures may include:

Mileage to and from consultation meetings with interested local health departments;

H.1.5.1.3.5. Other

Other direct costs which do not fall into the Personnel, Travel/Training, Supplies, or Contractual categories.



Mary Fallin
Governor

FILED

FEB 06 2012

OKLAHOMA SECRETARY
OF STATE

EXECUTIVE DEPARTMENT

EXECUTIVE ORDER 2012-01

I, Mary Fallin, Governor of the State of Oklahoma, by the authority vested in me pursuant to Sections 1 and 2 of Article VI of the Oklahoma Constitution, hereby direct and order as follows:

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 Oklahoma Legislature, at 63 O.S. § 1-1515 (B), has found that breathing secondhand smoke causes disease, including lung cancer in healthy non-smokers; breathing secondhand smoke causes respiratory infection, decreased respiratory function, bronchoconstriction and bronchospasm. The population at most risk are the elderly, children, people with cardiovascular disease, and people with impaired respirator function, asthmatics, and those with obstructive airway disease.

The U.S. Surgeon General has issued a report stating that there is no risk-free level of exposure to secondhand smoke, which has immediate adverse effects on the cardiovascular system and causes coronary heart disease and lung cancer.

The United State Department of Health and Human Services, Centers for Disease Control and Prevention has found that the use of smokeless tobacco is known to be a cause of cancer and increases the risk of developing cancer of the oral cavity; the use of smokeless tobacco is associated with leukoplakia, gum disease and tooth decay; and the use of smokeless tobacco during pregnancy increases the risk of preeclampsia, premature birth and low birth weight.

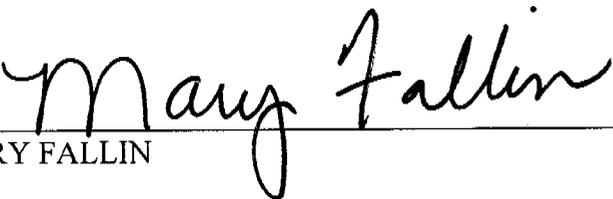
The use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

045314

The Executive Order shall be distributed to all members of the Governor's Executive Cabinet and the chief executives of all state agencies, who shall cause the provisions of this order to be implemented by all appropriate officials and agencies of state government. Implementation shall be achieved no later than six (6) months from the date of this order. The Oklahoma State Department of Health ("OSDH") and Tobacco Settlement Endowment Trust ("TSET") will provide assistance to state agencies for implementing this order.

IN WITNESS WHEREOF, I have set my hand and caused the Great Seal of the State of Oklahoma to be affixed at Oklahoma City, Oklahoma, this 6th day of February, 2012.

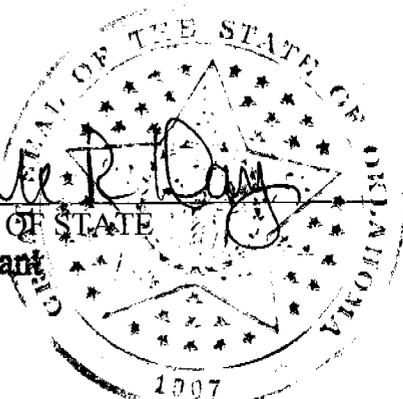
BY THE GOVERNOR OF THE STATE OF OKLAHOMA



MARY FALLIN

ATTEST:



SECRETARY OF STATE
Assistant

1907



Mary Fallin
Governor

FILED

DEC 23 2013

OKLAHOMA SECRETARY
OF STATE

**EXECUTIVE DEPARTMENT
EXECUTIVE ORDER 2013-43**

I, Mary Fallin, Governor of the State of Oklahoma, by the authority vested in me pursuant to Sections 1 and 2 of Article VI of the Oklahoma Constitution, hereby direct and order as follows:

In 2012, I signed Executive Order 2012-01, which prohibited the use of any tobacco product 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. The goal of this Executive Order was to provide for a healthier work environment, encourage healthier lifestyle choices for state employees and protect visitors to state property.

In the last couple of years, there has been an increase in the use of electronic cigarettes and vaping devices, including use in the work place and public places. While the popularity and use of these products has increased, we still do not know the potential long-term health effects associated with these devices. We do, however, know that the vapor produced from these devices can release chemicals such as nicotine and other tobacco related contaminants, including tobacco-specific nitrosamines and formaldehyde. Because the secondhand vapor contains chemicals, it can impact bystanders.

Additionally, many electronic cigarettes and vaping devices look like traditional cigarettes and emit a vapor that looks like cigarette smoke. The similarity of these products to combustible cigarettes, which are prohibited on state property under Executive Order 2012-01, may create confusion for employees and visitors and present enforcement challenges for state agencies.

On December 17, 2013, Secretary of Health and Human Services Dr. Terry Cline released a Public Health Advisory to consumers and advised using caution when using or considering using these e-cigarette and vaping devices. This is, in part, due to the reality that these devices contain and emit harmful chemicals, are currently unregulated, and pose known and unknown health risks to users and non-users alike.

State and local laws and ordinances have been created to ensure clean indoor air for Oklahoma citizens in most places. The vapor emitted from these devices contains chemicals and toxins that undermine Oklahoma citizens' expectations of clean indoor air. Accordingly, over 100 worksites across Oklahoma have voluntarily prohibited the use of these devices on their property. Another 65 school districts have passed similar polices thereby protecting approximately 150,000 of our children while on school property.

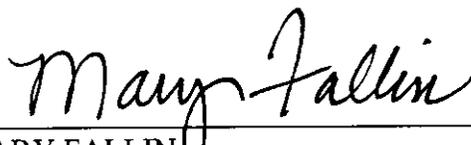
046654

Therefore, the use of any electronic cigarette or vaping device 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. Provided, however, this Executive Order shall not apply to residents of Veteran's Affairs Residential Facilities while at those facilities.

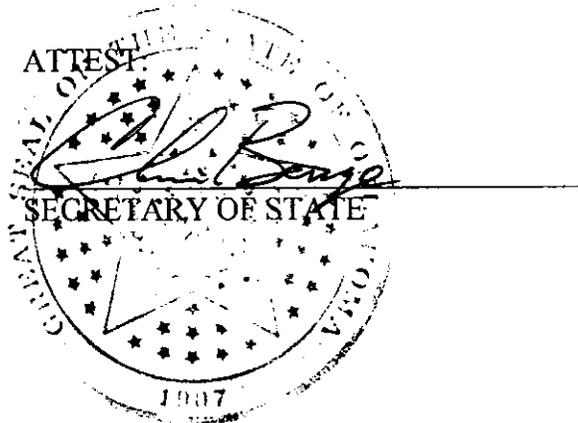
The Executive Order shall be distributed to all members of the Governor's Executive Cabinet and the chief executives of all state agencies, who shall cause the provisions of this order to be implemented by all appropriate officials and agencies of state government. The Oklahoma State Department of Health ("OSDH") and Tobacco Settlement Endowment Trust ("TSET") will provide assistance to state agencies for implementing this order. The Executive Order shall be effective January 1, 2014.

IN WITNESS WHEREOF, I have set my hand and caused the Great Seal of the State of Oklahoma to be affixed at Oklahoma City, Oklahoma, this 23rd day of December, 2013.

BY THE GOVERNOR OF THE STATE OF OKLAHOMA



MARY FALLIN





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 OSF_GARNVEND located at: http://www.ok.gov/OSF/documents/osf_garnvend.pdf.
- **State Employees:** Use OMES FORM ADD/CHANGES FOR EMPLOYEES/BOARD MEMBERS located at: <http://www.ok.gov/OSF/documents/OMESVendorFileChanges.pdf>
- **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 located at: http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html.

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

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

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

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

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

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.			
Name		Contact Name	
Payee Legal Name for Business, Individual or Government Entity as filed with IRS		Contact Title	
DBA Name		Phone #	
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name		Fax #	
Tax Identification Number (TIN) and Type:		<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)	
Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service			
Address		City	
State	Zip+4	Remittance Email	
Optional Addresses – Please select address type as applicable			
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing
	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:
Address 1		City	
State	Zip+4	Remittance Email	
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.			
Name		Title	
		Email	

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 Domestic (U.S.) Partnership Domestic (U.S.) Corporation Type: _____

Limited Liability Company Type: _____ Disregarded Entity: YES NO

Domestic (U.S.) Other Explain: _____

Foreign (Non-U.S.) Sole Proprietor* Foreign (Non-U.S.) Partnership* Foreign (Non-U.S.) Corporation* 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"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1 – RENTS (cont.) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 533170 Royalties	<input type="checkbox"/> 3 - PRIZES AND AWARDS 552140 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553220 Indemnities, Restitution & Settlements
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 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"/> 7 - NON-EMPLOYEE COMPENSATION 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 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 Legal Settlements Reportable to the IRS 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		

**PROPOSED OKLAHOMA STATE DEPARTMENT OF HEALTH
CONTRACT BUDGET FORM**

Contractor: _____ Date: _____

Contractor Contact: _____ Phone: _____

Contractor Address: _____

Dollar Amount: \$ _____

Summary Budget Request:

Budget Line Item	OSDH Amount	Match (if applicable)	TOTAL
Personnel/Salaries			
Fringe Benefits			
Travel/Training			
Supplies			
Contractual			
Admin Costs/IDC			
Other			
Total			

**** Local Match Funding source(s):** _____

Narrative/Detail Budget Request:

Personnel/Salaries							
Position Title	Staff Name	Annual Salary	No. Months	% Time	STATE	MATCH (if applicable)	TOTAL
Category Total							

**PROPOSED OKLAHOMA STATE DEPARTMENT OF HEALTH
CONTRACT BUDGET FORM**

Contractor Name: _____ Date: _____

Narrative/Detail Budget Request (Continued):

Fringe Benefits	STATE	MATCH (if applicable)	TOTAL
Category Totals			
Travel-PerDiem/Training	STATE	MATCH (if applicable)	TOTAL
Category Totals			
Supplies	STATE	MATCH (if applicable)	TOTAL
Category Totals			
Contractual	STATE	MATCH (if applicable)	TOTAL
Category Totals			
Admin Costs/IDC	STATE	MATCH (if applicable)	TOTAL
Category Totals			
Other	STATE	MATCH (if applicable)	TOTAL
Category Totals			
Category Totals			
TOTAL PROGRAM COSTS			

Contractor's Signature: _____ Date: _____

Printed Name: _____ Title: _____

**OKLAHOMA STATE DEPARTMENT OF HEALTH
CERTIFICATION OF INDEPENDENT CONTRACTOR STATUS**

1. I, _____ (Name of Individual) operating as _____ (independent contractor's business name), have agreed to provide services to Oklahoma State Department of Health (OSDH).
2. I have read the fact sheet on page two of this certification and understand that an independent contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Independent Contractor Status, I am requesting **OSDH's Policyholder** to classify my business to be that of an independent contractor; that **I am not an employee under the Worker's Compensation Act** and the policy held by the OSDH for Worker's Compensation Insurance for its employees; and that no premium be charged for the services performed pursuant to this job/project by my business during the policy year.
4. **I am an independent contractor, not an employee of the OSDH. I do not want worker's compensation insurance and understand that I am not eligible for Workers' Compensation benefits.**
5. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Workers' Compensation Act.
6. I have read and signed the fact sheet describing what is an Independent Contractor on page two of this certification, and the information provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of any insurance policy containing false, incomplete or misleading information is guilty of a felony.

Independent Contractor Signature

Date _____ Printed Name _____ Title _____

Signature _____ Business Name _____

INDEPENDENT CONTRACTOR FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation. If a statement describes your situation, then check the box. If at least six of the statements below do not describe your business and are unchecked, you should not sign the attached affidavit.

1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Are you a corporation or limited liability company? Do you maintain commercial general liability insurance or other business insurance?
2. The contractor exercises very little control over your work. For example: By the agreement, can the contractor exercise control on the details of the work or your independence? Do you exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work schedule (i.e. hours and days that will be worked)?
3. You are engaged in a distinct occupation or business for others. For example: Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?
4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor. For example: Is your work supervised by the Contractor?
5. Your occupation requires special skills, license, education or training.
6. The Contractor does not supply the things needed to perform your job such as the tools and the place of work. For example: Do you supply any of the materials or tools for the work? Do you operate a vehicle owned by the Contractor? Was the work performed at your business or the Contractor's business location or jobsite? Do you wear a uniform supplied by the Contractor?
7. The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the Contractor regularly?
8. You are paid as a separate contractor, not as an employee. For example: Do you invoice the Contractor for your services? Are you paid by the job? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor? Does the Contractor pay your expenses?
9. Your work is not the regular business of the employer. For example: Is your work customarily done in the Contractor's line of business or as part of the Contractor's daily work? Have you ever been an employee of the Contractor? Do you work with other people hired by the Contractor on the work you perform?
10. You do not consider yourself an employee of the Contractor. For example: Will the Contractor withhold taxes or monies from your payment? Have you ever been an employee of the Contractor? Have you or your employees ever filed an insurance claim against the Contractor?
11. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of any insurance policy containing false, incomplete or misleading information is guilty of a felony.

https://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html

Mandatory Vendor Registration prior to award: January 1st, 2011 acquisitions issued by agencies under the authority of Title 74 require vendors to register with Central Purchasing prior to award. Vendors will not be required to register to *submit a bid response* but will be required to register prior to being awarded a contract *and* prior to each renewal of an award. The intent in this activity is to increase competition for state business and position the state to take full advantage of the electronic commerce capabilities available within PeopleSoft. All registered vendors will be given log-in access to PeopleSoft as an additional benefit of registration. Although vendors will only be able to view information within PeopleSoft that is specific to their company, they will be able *and required* to maintain contact information for their organization. Vendors maintaining their own contact information will eliminate the potential for data entry errors and will eventually eliminate the need to verify receipt notifications. More importantly, by virtue of a vendor's presence within PeopleSoft, they will be notified electronically of business within their category of interest. The registration process with Central Purchasing will also provide the added benefit of checking vendor records and verifying good standing with or an exemption from the Secretary of State. Some categories of acquisitions will not require vendors to register. Below are the exceptions to the vendor registration requirement

- . • Fair and Reasonable acquisitions – less than \$5,000
- Fixed Rate acquisitions
- Professional Service acquisitions
- Interagency or other Governmental entity acquisitions

Sole source vendors are required to register with Central Purchasing. If there are questions regarding this guidance please send questions to: cp_registration@dcs.state.ok.us

Attachment: A

Definitions

Light Refreshments – Are defined as Continental Breakfasts, or morning, afternoon or evening breaks. Incidental expenses to providing information or training to attendees, but which are necessary to achieving the objectives of the program.

Exception - A light refreshment not currently on the approved list of acceptable light refreshments, but integral to promoting the conference or training objectives by increasing participant appreciation for cultural heritage of differing ethnic groups or other grant and/or program related activities. These items must be intended to serve an educational, and not merely an entertainment, function. These must not be served as a meal.

Attachment: B

Below is the approved List of acceptable items to be purchased for “continental Breakfasts” or as “light refreshments”. This list was developed by OSDH registered dietitians and is consistent with the Dietary Guidelines for Americans.

Approved Options

Continental Breakfast Items:

- Oatmeal with brown sugar, walnuts, raisins and margarine
- Multi-grain English muffins/bagels with low-fat cream cheese, peanut butter, jam & jelly
- Blueberry & bran muffins
- Low-fat yogurt
- Fresh fruit
- Whole grain waffles with fruit topping
- Whole grain cereals

Light Refreshment Items:

- Baked chips or Baked Pita Chips
- Salsa or Fruit Salsa
- Hummus
- Bean dip or Dip made with tofu
- Guacamole
- Bite-size pinwheels with fat-free refried beans or low-fat cream cheese
- Soft pretzels with mustard
- Whole grain pitas or whole grain flat bread (cut into small pieces and served with an approved dip)
- Corn or whole grain tortillas (cut into small pieces and served with an approved dip)
- Bite-size veggie pizza pieces
- Raw vegetables with low-fat dip
- Low-fat cheese
- Whole grain crackers
- Yogurt parfait (with low-fat yogurt)
- Snack/trail mix
- Granola bars (reduced fat)
- Fig bars
- Fresh fruit
- Lite popcorn
- Pretzels
- Graham crackers
- Vanilla Wafers
- Low-fat animal crackers
- Smoothies and shakes (made with 1% or skim milk and low-fat yogurt)
- Sherbet/sorbet
- Fruit
- Low-fat cottage cheese
- Pudding (made with skim or 1% milk) or Jell-O
- Unsalted nuts
- Angel food cake with fresh fruit

Beverages

- 1% or skim milk (white & chocolate)
- 100% juice (fruit & vegetable)
- Coffee
- Tea (hot & cold)
- Diet Sodas
- Bottled water with individual packets Crystal Light
- Sugar-free: hot chocolate, Cider, Lemonade, etc.