OKLAHOMA STATE TREASURER

Request for Proposal

Mainframe Resources

June 24, 2010

Scott Meacham
Office of the State Treasurer
2300 N Lincoln Blvd., Room 217
Oklahoma City, OK 73105-4895

Contact: Trish Cantrell
405.522.4234
trish.cantrell@treasurer.ok.gov

(See Section 1.8 – Schedule of Events)

Questions and Intent to Bid are due June 28, 2010
Proposals due July 2, 2010

Section One

GENERAL INFORMATION FOR CONTRACTORS

1.1 Background

The Oklahoma State Treasurer, Scott Meacham, is an elected State Official. The Treasurer is charged with the responsibility to control, custody, deposit, transfer, disburse, manage and invest state funds. As delineated in Oklahoma Statute Title 62, Section 71.2, the Treasurer is authorized to obtain the hardware, software, and professional services necessary to support those duties. The current application support person is retiring from the Office of the State Treasurer (OST) and will no longer provide the ongoing Mainframe application support services described in Section Four in addition to the specific services defined in Section Five, Statement of Work.

Oklahoma Statutes can be reviewed at www.oscn.net

1.2 Purpose

This Request for Proposal (RFP) is designed to provide interested firms with sufficient information to enable them to prepare and submit proposals to provide the ongoing support services described in Section Four as well as the defined services in Section Five for the OST. A copy of this RFP is available on our website.
www.ok.gov/treasurer/Request_for_Proposals_Intention_to_Bid/index.html.

1.3 Issuing Office

The RFP is issued by the OST and OST is to be the sole point of contact for this RFP.

1.4 Proposals

OST is accepting proposals from organizations with resources that possess the skill sets necessary to provide the ongoing support services described in Section Four and the specific services defined in Section Five. Estimated hours for a typical week are estimated to be zero to twenty. Hourly rates should be submitted including any differentiation for off hours support including weekends on the Bid Sheet attached to this RFP as Appendix B.

To be considered, firms must submit a complete response to this RFP as follows: Each proposal must be submitted in one (1) original clearly marked as such and three (3) copies to the OST, along with one CD with a copy of your proposal in .pdf format or up to Microsoft Word 2002 SP3 format. The proposals must be signed by an official authorized to bind the firm to its provisions. This RFP,

together with the contents of the proposal of the successful firm, will contain much of the contract provisions between the parties. The final written agreement will be subject to negotiation. However, the agreement may not contain provisions inconsistent with the basic contract terms set forth in Section Two. All proposals submitted in a timely manner will be retained by OST.

1.5 Format for Required Information

All proposals submitted must conform to the following format. Proposals should be printed on 8.5" x 11" paper (one side only). **Section 1 should contain the Responding Bidder Information included as Appendix C, section 2 should include the completed Bid Sheet and Certification for Competitive Bid and/or Contract, and sections 3 through 5 should correspond to those sections of this RFP.** It is suggested that questions or request for information contained in Section Three RFP should be repeated in the Proposal with the answers to the questions following.

1.6 Rejection of Proposals

The Treasurer reserves the right to reject any and all proposals received as a result of this RFP process.

1.7 Amendments to the RFP

If it becomes necessary to revise this RFP after issue date, an amendment will be posted on our website and distributed to all firms who returned the "Intent to Bid" located in **Appendix A**.

1.8 Schedule of Events (following dates are subject to change by the State Treasurer)

June 24, 2010 - RFP is issued.
June 28, 2010 – Questions and the "Intent to Bid" located in Appendix A due.
July 6, 2010 – Applicant selection/interview, if necessary.

Questions Regarding the RFP- in an effort to clarify any issues in this RFP, OST will respond to questions that are presented in writing. These questions will be consolidated into a single question and answer (Q&A) document. Questions must be received by the time specified above. Fax or e-mail will be the only acceptable means of communicating questions. Fax to the attention of Trish Cantrell at 405.521.4993 or e-mail questions to trish.cantrell@treasurer.ok.gov.

June 30, 2010 Response to Questions – The consolidated Q&A will be posted on our website and distributed to all firms that returned the "Intend to Bid" form (Appendix A), via e-mail, regardless of whether they submitted questions or not.

July 2, 2010 Proposals Due – To be considered, all proposals must be submitted to OST in proper form by 4:00 pm CST to the following address:

Office of the Oklahoma State Treasurer
4545 N. Lincoln Blvd. Suite 106
Oklahoma City, OK 73105
ATTN: Trish Cantrell

Any proposal not received by this time will be rejected and returned unopened to the sender. Submitted proposals, including pricing submitted on the Bid Sheet, will remain firm for a minimum of ninety (90) days from the proposal due date.

All proposals will be reviewed and evaluated by a committee of qualified personnel. Finalist interviews may be conducted with the firm and individuals included in the firm's proposal. OST will notify all firms that submitted a proposal of its selection, which will be subject to the successful negotiation of a contract with the selected firm.

1.9 Incurring Costs

All costs of preparation and presentation associated with your response to the RFP will be the responsibility of your firm.

1.10 Prime Contractor (Firm) Responsibilities

The selected firm will assume total responsibility for all services offered in the proposal whether they provide such services or utilize the services of a third party. The firm will be required to disclose any relationships it may have with respect to any services the firm proposes to provide as to whether these services are actually provided by the firm or by contractual arrangement with a third party. If such relationships exist, list which services and with whom.

1.11 No Commissions or Finder's Fees

The selected firm agrees:

(a) That absolutely no commissions or finder's fees shall be paid to any third-party individual or entity resulting from the State of Oklahoma's award of a contract pursuant to this RFP, either arising from an agreement to pay a commission or finders' fee prior to or during the term of this contract; and,

(b) To provide a statement as part of its response to this RFP, and prior to each contract renewal, that absolutely no commissions or finders fees have been paid to any third-party individual or entity.

1.12 News Release

News releases pertaining to this project shall not be made without the prior written permission of the State Treasurer, and then only in coordination with this Office.

1.13 Proposal Evaluation and Selection Criteria

The following areas will be considered in making a selection:

(a) **Understanding of OST's Needs.** OST will assess each firm's understanding of OST's needs. The firm's grasp of these needs and its approach to satisfying them are critically important to the selection process. A firm's responsiveness to this RFP will be weighed heavily in the decision.

(b) **Capability to Provide Services.** OST will assess each firm's capability to deliver the necessary services based on the availability, qualifications and experience of the firm and the personnel designated to provide the specified services. A firm's responsiveness to this RFP will be weighed heavily in the decision. Firms will be evaluated on their ability to document their success within the OST environment or similar work successes. Resumes of the people who be assigned to the account for the contract term and in particular the identified support activities should be submitted.

(c) **Security.** OST is concerned with the safeguarding of assets and the integrity of data. Therefore, firms should be cognizant of this issue and address security issues in their response. The firm should familiarize themselves with State and OST policies, procedures and standards regarding information security, information technology accessibility, facility use and security, etc. much of which can be found at http://www.ok.gov/OSF/Information_Services/ISD_Publications.html

(d) **Cost.** While cost is always an important issue for any governmental body, it will not be a deciding factor by itself. The lowest bidder will not necessarily be awarded the business if, in the opinion of the Treasurer, another firm can better meet the overall goals and objectives of OST.

Section Two

BASIC CONTRACT TERMS

2.1 Term of Contract

The anticipated term of this contract is for a one (1) year period with two (2) additional one (1) year renewal periods under the same terms and conditions. Renewal periods are at the option of OST.

2.2 Termination for Cause

OST may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

(a) The CONSULTANT fails to make delivery of services as specified in this contract; or

(b) The CONSULTANT fails to perform any of the provisions of this contract, fails to perform in a professionally acceptable manner, or fails to timely perform, as to endanger the ability of OST to perform its duties.

OST shall provide the CONSULTANT with written notice of the condition(s) endangering performance. If the CONSULTANT fails to remedy the condition(s) within ten (10) days from the receipt of the notice (or such longer period as may be authorized in writing), OST shall issue the CONSULTANT an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of this notice.

In the event the Treasurer believes that the assets of the state are in jeopardy, or there is a bona-fide emergency related to these assets, OST can cancel the contract immediately or upon such notice as is reasonable.

2.3 Termination for Convenience

OST may terminate performance of work under this contract whenever, for any reason, if OST shall determine that the termination is in the best interest of OST or the State of Oklahoma. In the event that OST elects to terminate this contract pursuant to this provision, it shall provide the CONSULTANT written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. In the event termination occurs under this provision such shall be without liability to OST, the State of Oklahoma and any officer and employee thereof.

2.4 Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively 'notices') which may be required or desired to be given by either party to the other after the effective date of the contract shall be in writing and shall be made by personal delivery or sent by United States certified mail, postage prepaid, return receipt requested or by overnight delivery, prepaid, addressed as follows:

Scott Meacham
Office of State Treasurer
2300 North Lincoln Blvd., Room 217
Oklahoma City, OK 73105-4895

Or to any other persons or addresses as may be designated by notice from one party to the other.

2.5 Rights and Remedies

If this contract is terminated, OST, in addition to any other rights provided for in this contract, may require the CONSULTANT to transfer title and deliver to OST in the manner and to the extent directed, any material or work product generated under this contract. OST shall be obligated only for those services, materials and work product rendered and accepted prior to the date of termination.

If it is determined, after notice of termination for cause, that the CONSULTANT'S failure was due to causes beyond the control of or negligence of the CONSULTANT, the termination shall be a termination in the best interest of OST.

In event of termination, the CONSULTANT shall receive payment pro rated for that portion of the contract period services were provided to and were accepted by OST subject to any offset by OST for actual damages.

The rights and remedies of OST provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

2.6 Force Majeure

The CONSULTANT shall not be liable if the failure to perform this contract arises out of acts of nature, fire, quarantine or strikes other than by the CONSULTANT'S employees.

2.7 Waiver

Waiver by OST of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by OST shall not constitute a waiver.

2.8 Ownership and Source Code Protection

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the CONSULTANT specifically to perform under this contract shall be owned by OST. The CONSULTANT may not release any of such materials without the written approval of OST.

OST shall have a perpetual, nontransferable, paid-up right and license solely for purposes of its internal business to use, copy, modify and prepare derivative works of the deliverable items developed by the CONSULTANT in the course of the services pursuant to this Agreement, whether jointly or individually, subject to the Confidentiality provisions of this Agreement.

Pursuant to O.S. Title 62, Section 41.5u, if the CONSULTANT customizes or upgrades computer software which was developed or modified exclusively for OST, the CONSULTANT shall place into escrow with an independent third party, as the CONSULTANT'S expense, the source code for the software and/or modifications. The third party will submit to the Office of State Finance, notification that the source code has been placed in escrow each time the software is upgraded or modified.

2.9 Independent Contractor

Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners in a joint venture or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose. However, this shall not prevent a joint proposal submitted by more than one CONSULTANT, if the relationship is disclosed in the proposal and accepted by OST.

The CONSULTANT accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

2.10 Staff Qualifications

The CONSULTANT shall warrant that all persons assigned by it to the performance of this contract shall be employees of the CONSULTANT (or

specified subcontractor) and shall be fully qualified to perform the work required. The CONSULTANT shall include a similar provision in any contract with any subcontractor selected to perform work under this contract.

Failure of the CONSULTANT to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract for cause.

2.11 Conflict of Interest

The CONSULTANT shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of OST or the State of Oklahoma and who are providing services related to this contract or services similar in nature to the scope of this contract with OST. Furthermore, the CONSULTANT shall not knowingly employ, during the period of this contract or any extensions to it, any state employee who has participated in the drafting of this request for proposals or evaluation of the proposals, until at least one year after such person's termination of employment with OST or the State of Oklahoma.

The CONSULTANT shall disclose any apparent or potential conflict of interest or affirm that it has none. The CONSULTANT shall have no interest, direct or indirect, that could be perceived to conflict in any manner or degree with the performance of services required under this contract. The CONSULTANT shall not engage in any conduct that violates or induces others to violate provisions in the Oklahoma Statutes regarding the conduct of public employees.

2.12 Confidentiality

The CONSULTANT may have access to private or confidential data maintained by OST to the extent necessary to carry out its responsibilities under this contract. The CONSULTANT must comply with the Oklahoma Open Records Act, as directed by OST.

No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by the CONSULTANT except as required by statute or order of a court of competent jurisdiction, either during the period of the contract or thereafter. The CONSULTANT must agree to return any and all data furnished by OST promptly at the request of OST in whatever form it is maintained by the CONSULTANT. On the termination or expiration of this contract, the CONSULTANT will not use any such data or any material derived from the data for any purpose and where so instructed by OST, will destroy or render it unreadable.

2.13 Nondiscrimination, Workplace Safety, Drug-Free Workplace, and Environmental Protection

The CONSULTANT agrees to abide by all state, federal and local laws, rules and regulations prohibiting discrimination in employment, controlling workplace safety, maintaining a drug-free workplace, and protection of the environment. The CONSULTANT shall report any violations to the applicable government agency. Any violation of applicable laws, rules and regulations may result in termination of this contract.

2.14 Hold Harmless

The CONSULTANT shall hold harmless and indemnify OST against any and all liability and claims for injury to or death of any persons; liability and claims for loss or damage to any property; liability and claims for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract; and any other liability and claims made against OST resulting from the operation or performance of work under this contract.

OST shall not be precluded from receiving the benefits of any insurance the CONSULTANT may carry which provides for indemnification for any loss or damage to property in the CONSULTANT'S custody and control, where such loss or destruction is to state property. The CONSULTANT shall do nothing to prejudice OST's right to recover against third parties for any loss, destruction or damage to state property.

2.15 Care of State Property

The CONSULTANT shall be responsible for the proper care and custody of any personal property owned by OST and furnished to the CONSULTANT in connection with the performance of this contract, and the CONSULTANT will reimburse OST for such property loss or damage caused by CONSULTANT.

2.16 Prohibition of Gratuities

Neither the CONSULTANT nor any person, firm or corporation employed by the CONSULTANT in the performance of this contract, shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any OST or state employee at any time.

2.17 Retention of Records

Unless OST specifies in writing a shorter period of time, the CONSULTANT agrees to preserve and make available all of its books, documents, papers, records

and other evidence involving transactions related to this contract for a period of at least five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals.

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. The CONSULTANT agrees that authorized federal and state representatives, including but not limited to personnel of OST; auditors acting on behalf of the State; and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the State.

2.18 Compensation, Reporting, and Payment

The CONSULTANT shall provide OST with an estimate of the hours and fees prior to initiating any work pursuant to this contract. Upon the request of OST, the CONSULTANT shall provide a schedule for the said services at the time of estimating costs, or at any other time during the performance of their work.

The CONSULTANT shall be paid based on the successful completion of project objectives and maintenance tasks upon submission of an accurate invoice in sufficient detail to support the services that have been provided. Invoicing and payment for all services shall be made in arrears. OST agrees to pay those invoices within 45 days of receipt. Failure of the CONSULTANT to provide accurate, detailed invoices may result in a delay in their payment by OST. If OST finds that an overpayment or underpayment has been made to the CONSULTANT, OST may adjust any subsequent payments to the CONSULTANT to correct the account. A written explanation of the adjustment will be issued to the CONSULTANT by OST.

2.19 Federal, State and Local Taxes-Contractor

OST makes no representation as to the exemption from liability of the CONSULTANT from any tax imposed by any governmental entity.

2.20 Modification

This contract shall be modified only by the written agreement of the parties. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Any modification, alteration, or variation of the terms and conditions of the contract which is contrary to the Basic

Contract Terms set forth in this RFP shall be unenforceable. Every amendment shall specify the date on which its provisions shall be effective.

2.21 Assignment

The CONSULTANT shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of OST.

This contract may be terminated, at the option of OST in the event of its assignment, conveyance, encumbrance or other transfer by the CONSULTANT without the prior written consent of OST.

2.22 Third Party Beneficiaries

Except as to OST, this contract shall not be construed as providing an enforceable right to any third party.

2.23 Non-Waiver of Defenses or State Jurisdiction

The State of Oklahoma and its agencies such as the Oklahoma State Treasurer's office, are constitutionally prohibited from entering into agreements which have the effect of waiving any defense in advance of litigation, limiting liability, or agreeing to indemnify a firm. No contract term purporting to waive any of the State's defenses in advance of litigation, limiting CONSULTANT's liability, or agreeing to indemnify CONSULTANT, shall be enforceable against the State.

2.24 Applicable Law

The contract shall be governed by Oklahoma law without regard to principles of conflicts of law. Venue of any action arising from or under the contract shall be in the state or federal courts located in Oklahoma City, Oklahoma.

2.25 Status Verification

The CONSULTANT certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, 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 Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

Section Three

FIRM ORGANIZATION AND BACKGROUND

3.1 Organization

Please identify the type of business structure of the firm (e.g.; sole proprietorship, partnership, corporation, joint venture, etc.). Please identify whether the business entity is incorporated in Oklahoma, another state, or a foreign country. Please provide the number of years in business; identify any recent or planned changes in ownership; and provide bank references and other information that can be used to verify financial responsibility.

Provide one organization chart showing the operating interrelationships and authority within the organization.

3.2 Financial Stability and Insurability

The firm must demonstrate financial stability to OST. The firm must provide at a minimum one of the following:

(a) Full disclosure of the firm's financial stability including information as to current and/or prior bankruptcy proceedings.
(b) Dun & Bradstreet (D&B) Supplier Evaluation Report (SER) or similar report shall be delivered to OST. All costs associated with this report shall be borne by the firm.
(c) Certified Financial Statement – a copy of audited financial statements for each of the last 3 years audited by an independent certified public accounting firm or Federal Tax Returns for each of these years.

Please list all insurance coverage held by the firm relevant to the services to be provided. Please indicate the type and amount.

3.3 Legal or Compliance Matters

Over the past five (5) years, has your firm or any officer or principal been involved in any business litigation, legal proceedings, or regulatory actions or investigations? If so, provide a brief explanation and indicate the current status.

3.4 References

Please provide three (3) references, preferably customers with IBM environments similar to OST's (see Section Four). Please provide the name, title, address and telephone number of reference contacts. If you cannot meet this request, please explain why.

Section Four

Mainframe Application Support Environment

The State Treasurer's office has an opportunity for a part time programmer analyst. This opportunity has presented itself because the current employee is retiring effective July 31.

Environment and skill needs:

< the reconciliation application is a customized application based on Kirchman software that is running on an IBM mainframe platform.

< primary skill sets needed: Cobol and JCL

< secondary skill sets desired: banking and accounting background.

< ability to analyze and identify data integrity issues

< the Treasury banking department is the primary customer interfacing with IT operations and IT staff also required

< off hours support can occur. 2 – 3 times a month on average. Normal hours of operations 7:00 am to 6:00 pm Monday through Friday.

< documentation is very good to assist with problem determination and restart points for daily job completion requirements.

Crossing training needs will be determined and begin in the month of July as necessary. During this time up to 40 hour work weeks may be required. Starting August 2nd support efforts will be up to 20 hours a week. This could be more if off hour calls are required. Work hours will be identified from client requests impacting the number of hours worked weekly.

VPN accounts will be established. However unless other arrangement have been made support personnel are expected to provide on-site services during normal business hours. Off hour support will use the VPN access process.

Business casual attire is expected at all times.

Section Five

STATEMENT OF WORK

APPLICATION ASSIGNMENTS

1. AR, ACCOUNT RECONCILIATION, this application is used to process all warrants (state disbursement records). This application maintains filed to track warrants as open issues, or as paid much like a personal check book.
2. ACES, this application is used by the state agencies to send warrants to OST. These warrants are primarily made up of electronic funds transfer (EFT, also referred to as ACH, automated clearing house, in this document) warrants, OST printed warrants (a printed document similar to a check), and records of warrants that have been printed by the sending agency. Each EFT and each printed warrant is an issue record that goes to the AR application.
3. EFT/Payroll warrants. Each warrant makes an issue record for AR. Can be a printed warrant or an EFT.
4. MISC, this application can create a paper warrant or an EFT. Warrants come to OST from OSF. The applications processing is much like ACES. The main difference is the style of printed warrant.
5. EFT Debit Application. This application is used by the state agencies to collect money from the agency's participants. For example the Tax Commission sends a file for a tag purchase and receives payment via an EFT participant automated payment. These transactions do not create an issue record for AR.
6. Fundware, this application is used to charge agencies for AR exceptions, and stop payment entries. The exceptions and stops occur in AR and interfaces with the Oracle application that sends out payment invoices and statements to agencies.

Each of the above applications interface with the Oracle systems for such things as warrant inquires, ACH generation, stop pay entries, AR exception maintenance entries.

GENERAL DUTIES

Files and report restores from the system backups. Agencies are continually requesting files or reports from previous days. Reprint or restores from the system backup files usually fulfill this request.

Research to find why a particular warrant did not process as the agency intended. Finding their input file for the date in question and researching codes or other data fields that have been miscoded or left out is a common problem. This can require restoring files for previous days from the system backup files.

Setting up new jobs and run test for new files that an agency will be sending.

Setting up control files for a new Oracle EFT Application.

Writing or modifying programs due to requested changes, file reformats, and on rare occasion building files manually. Most recently an EFT reversal file needed to be created. There are no programs written to handle this situation. Documentation of these actions exists to assist with future requests. On rare occasions, an ACH file is sent, then effective dates must be changed prior to the ACH file can be sent to the operating bank. Recently, agencies have submitted files with required data, but the files are in the wrong format. Programs have been written to reformat these files

APPENDIX A

OKLAHOMA STATE TREASURER
REQUEST FOR PROPOSAL
Mainframe Resources

INTENT TO BID

Name of Firm: _____

Contact: _____
Title: _____

Address: _____
_____

Telephone #: _____
Facsimile #: _____
E-mail address: _____

PLEASE FAX COMPLETED FORM TO TRISH CANTRELL AT 405.521.4993 PRIOR TO _____.

Appendix B

OST Mainframe Resources Bid Information

Bidders Name:_____

Please identify each candidate with the following information.

How long has this candidate been with your organization?

Why you feel part time work fits their career goals?

What plans or personnel options are there in case a candidate decides to leave?

Hourly Rate: _____

Please Attach Resume's for each candidate.

State of Oklahoma
enter: State Agency Name

Responding Bidder Information

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

1. **RE: Solicitation #**

_____

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 Permit[3]:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: _____

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

6. **Workers' Compensation Insurance Coverage:**

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

☐ YES – include 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. 2001, § 2.6 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.)[4]

[3] For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html
[4] For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/documents/WorkersComp.pdf

State of Oklahoma
enter: State Agency Name

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

A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: _____

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.

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	