



1. Solicitation #: 3050000001

2. Solicitation Issue Date: 07/08/2019

3. Brief Description of Requirement:

The Office of Management Enterprise Services on behalf of the Governor's Office is seeking to contract with individuals or firms who have a proven track record of negotiating tribal-state gaming compacts in multiple states.

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

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **July 29, 2019 at 3:00 p.m.** Central Standard Time. Questions are to be emailed to Robert.goad@omes.ok.gov. Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers.

4. Response Due Date¹: July 31, 2019

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

U.S. Postal Delivery Address: 5005 N. Lincoln Blvd Ste. 300

Oklahoma City, OK 73105

Common Carrier Delivery Address: 5005 N. Lincoln Blvd Ste. 300

Oklahoma City, OK 73105

Electronic Submission Address: N/A

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

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

7. Contracting Officer:

Name: Robert Goad

Phone: 405-522-5103

Email: Robert.Goad@omes.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.



Responding Bidder Information

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

1. **RE: Solicitation #** 3050000001-Rebid

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit³:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

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

☐ YES - Filing Number: _____

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

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

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

☐ YES – Include with the bid a certificate of insurance.

☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.⁴

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

☐ NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature

Date

Printed Name

Title



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

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Governor's Office

Agency Number: 30500

Solicitation or Purchase Order #: 3050000001-rebid

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.
- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division located at 5005 N. Lincoln Blvd.
Suite 300, OKC, OK 73105 at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

A.9.2.1. Any Addendum to the Contract;

A.9.2.2. Purchase order, as amended by Change Order (if applicable);

A.9.2.3. Solicitation, as amended (if applicable); and

A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

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

A.15. Award of Contract

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

A.16. Contract Modification

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

A.17. Delivery, Inspection and Acceptance

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

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.

- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

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

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

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

A.25. Termination for Convenience

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

A.26. Insurance

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

A.27. Employment Relationship

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

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

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

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Contract Period:

- B.1.1.** The initial contract period shall begin on the date of award until June 30, 2020 with four (4) optional additional twelve (12) month periods under the same terms and conditions unless renewed, extended, or terminated in accordance with applicable Contract provisions. The Bidder is not to commence work, or commit funds, or incur costs, or in any way act to obligate the State as if he/she were the Bidder until so notified in writing of the approval of the Contract. The State Purchasing Director is the only individual who can transmit that approval to the Bidder.
- B.1.2.** The State may extend the term of this contract for up to 90-day intervals if mutually agreed upon by both parties in writing. at the contract compensation rate for the extended period. If option is exercised, the State will notify the Bidder in writing prior to contract end date.
- B.1.3.** Notification to exercise the option to renew the Contract will be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The Contract will be contingent upon approval by the State. If a decision is made not to exercise an option period, notice will be sent at least 30 days prior to the end of the current contract period.
- B.1.4.** In the event the contract is terminated, the State of Oklahoma may take possession of all materials, data, reports, etc., and finish the contract by whatever methods the State of Oklahoma may deem expedient, procuring services similar to those so terminated.

B.2. Indefinite Quantity of Contract

This contract is for an indefinite delivery and indefinite quantity for the products/services awarded.

B.3. Definitions

- B.3.1.** Closing date – means the date the RFP closes, also proposal opening date and response date.
- B.3.2.** Government Entities- State Agencies, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Municipalities, and political subdivisions.

B.4. Gratuities

The right of the successful Bidder to perform under the Contract may be terminated, by written notice, if the Contracting Officer determines that the successful Bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the State. Furthermore a Bidder convicted of such violation may also be suspended or debarred.

B.5. Unauthorized Obligations

At no time during the performance of the Contract will the Bidder have the authority to obligate the State or the agency for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, Bidder will cease the project and contact agency for approval prior to proceeding.

B.6. Invoices

- B.6.1.** Unless otherwise agreed to by the State and successful bidder, Governor's Office will pay for the services provided under the resultant contract in equal increments to be billed by Bidders on the last business day of each month during the contract period. Bidder's invoices will reference the Purchase Order number and will show the date the services were performed, the identity of the person performing such services, the nature of the work performed and the amount of time used in the performance of such work. Upon termination of this Agreement, payments shall cease; however, Bidder may be entitled to payment for periods or partial periods in which services were provided occurring prior to termination. Such authorized payments will be processed and paid in accordance with the terms of the contract.

B.7. Disclosure and Conflict

- B.7.1.** Non-Disclosure – The successful Bidder will execute a mutually agreeable non-disclosure and confidentiality agreement. The agreement shall be binding on the successful Bidder and all employees and agents thereof.
- B.7.2.** Conflict Check – The successful Bidder and all employees assigned to the contract must be able to pass a conflict of interest check and shall not have any current contractual arrangements with any federally recognized Indian tribe in Oklahoma.

B.8. Non-Competition Agreement

Non-Compete – The successful Bidder will agree not to perform the same or similar services for any federally recognized Indian tribe in Oklahoma for two years following the completion of the contract services for the State. This provision may be waived at the sole discretion of the State. Said waiver must be signed and in writing

C. SOLICITATION SPECIFICATIONS

C.1. Introduction

The Office of Management Enterprise Services on behalf of the Governor's Office is seeking to contract with individuals or firms who have a proven track record of negotiating tribal-state gaming compacts in multiple states.

C.2. Bidder Responsibilities

The successful Bidder is expected to provide the following services, including but not limited to:

- C.2.1.** Assist the State in conducting an annual business and financial analysis of the State's existing Tribal-State Compacts; and
- C.2.2.** Assist the State in negotiating new Tribal-State Gaming Compacts;
- C.2.3.** Assist the State in
 - Analyzing financial projections for revenues from existing gaming operations;
 - Reviewing existing licensee contracts and tribal-state compacts from adjacent states and similar gaming markets; and
 - Conducting a State gaming license benchmarking analysis
- C.2.4.** Assist the State in identifying, reviewing and evaluating strategic alternatives to existing gaming operations and opportunities for the gaming industry within the State
- C.2.5.** Advise the State on and assist in executing additional potential alternatives, as appropriate;
- C.2.6.** Interface with other State, Tribal and federal governmental entities and officials as required in connection with Tribal-State Compacts;
- C.2.7.** Assist the state in analyzing newly enacted or proposed state and federal regulations relevant to gaming.

C.3. Mandatory Experience / Requirements

- C.3.1.** Negotiating tribal-state gaming compacts in multiple states;
- C.3.2.** Conducting gaming market analysis, evaluations and projections in multiple jurisdictions;
- C.3.3.** Knowledge of relevant federal and state laws, including, but not limited to, the Indian Gaming Regulatory Act and 3A O.S. § 261 et. seq.
- C.3.4.** Knowledge and experience of the gaming industry, which may include, but is not limited to:
 - Indian gaming;
 - Commercial gaming;
 - Sports betting;
 - Horse Racing and off-track betting;
 - Internet gaming;
 - Fantasy and daily fantasy sports;
 - Riverboat gambling; and
 - Lotteries
- C.3.5.** The Bidder and all of its members, partners, employees and agents performing services on the contract will have experience in law, government, finance, or gaming. The bidder and all of its members or partners performing services will have at least five years' experience in law, government, finance, or gaming.
- C.3.6.** The Bidder must possess experience representing state governments in negotiations with non-tribal gaming operators and vendors.
- C.3.7.** The Bidder and all of its members, partners, employees and agents performing services on the contract must be able to pass a conflict of interest check.
- C.3.8.** Bidder must provide a list of all current clients, and all clients for the last five (5) years, for all members, partners, employees, and agents of the Bidder's firm related to the areas more specifically described in C.3.4, C.3.5, and C.3.6.
- C.3.9.** a brief history of accomplishments that are relevant to this solicitation.
- C.3.10.** In the event the Bidder is unable to perform certain mandatory experience/requirements of Section C.3 the Bidder will be allowed to utilize subcontractors. In that event the Bidder should state which experience/requirements it will be delegating to subcontractors and identify

- a. the subcontractor,
- b. the specific services provided by the subcontractor
- c. the experience of the subcontractor in that area of services and
- d. references for the subcontractor

C.3.11. Bidder must disclose all activities or interests of all members, partners, employees, and agents that may present a conflict of interest for the Office.

C.3.12. The Bidder must be available in Oklahoma to provide services at all times relevant to the performance of the contract

C.4. Response Requirements

C.4.1. Show how the Bidder meets the mandatory experience outlined in Section C.3.

C.4.2. Provide resumes of all required personnel who may perform services on behalf of the Office and include required applicable experience.

C.4.3. Provide number of years spent in law, government, finance, or gaming.

C.4.4. Provide a list of all current clients, and all clients for the last five (5) years, for all members, partners, employees, and agents of the Bidder's firm related to the areas more specifically described in C.3.1, C.3.2.,C.3.4 and C.3.6.

C.4.5. Provide three (3) references including name, relationship, length of relationship, position, and contact information.

C.5. Assignment and Permitted Subcontractors

C.5.1 Bidder's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Bidder assign its rights to payment, in whole or in part, under the Contract, Bidder shall provide the State with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for the State to perform payment obligations without any delay caused by the assignment.

C.5.2. If the Bidder is permitted to utilize subcontractors in support of the Contract, the Bidder shall remain solely responsible for its obligations under the terms of the Contract and for its actions and omissions and those of its agents, employees and subcontractors. Prior to a subcontractor being utilized by the Bidder, the Bidder shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular service, of such subcontractor proposed for use by the Bidder. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular service, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Bidder shall provide a copy of a written agreement executed by the Bidder and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Bidder under the terms of all applicable Contract Documents. Bidder agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

C.5.3. All payments under the Contract shall be made directly to the Bidder, except as provided in subsection C.5.1 above regarding the Bidder's assignment of payment, or as otherwise agreed to in writing by the State. No payment shall be made to the Bidder for performance by unapproved or disapproved employees of the Bidder or a subcontractor.

C.6. Interviews

C.6.1. Bidder acknowledges ability to attend an interview if deemed necessary.

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Bids shall be evaluated as "Best Value" based upon which bid(s) meet the needs of the State.

D.1.2. The State reserves the right to accept or reject any or all proposals or any portion thereof.

D.1.3. The State will consider all cost and business terms to be negotiable and not artificially constrained by internal corporate policies. In short, Bidders that contend they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered.

D.2. Clarifications and Best and Final Offer

- D.2.1.** The State reserves the right to request a "best and final" offer from one or more Bidder.
The State reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions will be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the Bidder(s) will put such clarifications in writing.
- D.2.2.** The state may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and conditions set forth in the solicitation.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event will the Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.2. Bid Submission/Copies

- E.2.1.** It is the Bidder's sole responsibility to submit information in the Bid as requested and in compliance with the Oklahoma Central Purchasing Act and associated Oklahoma Administrative Code Title 260 rules including without limitation 260:115-3-7. A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Bidder Instructions.
- E.2.2.** A Bid shall be submitted in a single envelope, package or container and shall be sealed. The Bid shall be labelled to the attention of the Contracting Officer identified on the Bidder Instructions Cover Page. The name and address of the Bidder shall be placed in the upper left corner of the single envelope, package or container. Additionally, THE SOLICITATION NUMBER AND BID RESPONSE DUE DATE AND TIME ARE REQUIRED TO BE ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE OR CONTAINER. Emailed or electronic submittals will not be accepted.
- E.2.3.** Each Bidder must submit two (2) copies of the Bid and is highly encouraged to submit its Bid on CD, DVD, or thumb drive in "a machine readable" format, meaning the Bid can be automatically read and processed by a computer. One (1) copy of the Bid shall be marked as the original and will be considered the official Bid for all purposes, provided however, should the copy marked as original be lost, damaged or destroyed, the second copy will then be considered the official Bid. Thus, it is imperative that the two Bid copies are identical and the State shall have no liability or responsibility for any difference between the two Bid copies. All Bids shall be legibly written or typed. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.
- E.2.4.** Bids shall remain a firm offer for a minimum of one hundred twenty (120) days after the Bid Response Due Date. Any usage amounts set forth in the Solicitation are estimates and are not guaranteed to be purchased.
- E.2.5.** Unless the Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term, including optional renewal terms, of the Contract. The Bidder guarantee unit prices to be correct.
- E.2.6.** For consistency of contract structure, certain terms may be marked "Intentionally Omitted". If so, no response is expected.
- E.2.7.** After review of a Bidder's submitted documents and information, the State may require additional terms related to a Solicitation in which customer data will be accessed, processed or stored by a Bidder.
- E.2.8.** Each Bid is required to include relevant information for a designated contact to receive notice, approvals and requests allowed or required by the terms of the Contract.

E.3. Mandatory and Non-Mandatory Terms

- E.3.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder's Proposal.
- E.3.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

E.4. Explanation to Bidders

- E.4.1.** Bidders who need clarification shall contact the State's contracting officer shown on the RFP. Oral explanations or instructions given before proposal opening will not be binding. Any information given a Bidder concerning a solicitation will be provided promptly to all other Bidders as an amendment, if that information is necessary in submitting proposals or if it would be prejudicial to other Bidders.
- E.4.2.** General Solicitation Questions – Bidder may submit general questions concerning the specifications of the solicitation. These questions will be promptly answered in the form of an Amendment and sent to all responding Bidders via email.
- E.4.3.** When posing questions, every effort should be made to be concise and include section references, when possible.
- E.4.4.** Bidders are advised that any questions or clarification request received after the question deadline shall not be answered.

E.5. Notice of Award

- E.5.1.** A notice of award in the form of a purchase order or other payment mechanism or a mutually executed contract resulting from the Solicitation, along with a pre-encumbrance, shall be furnished to the successful Bidder and shall result in a binding Contract.

F. CHECKLIST

F.1. Offer Response Sections – Required Submittals

- F.1.1.** Section C.1. – Solicitation Specifications Response (Attachment A)
- F.1.2.** Section C.3. – Experience
 - F.1.2.1.** The potential Bidder shall describe three previous projects to demonstrate their experience. To obtain maximum points, the projects should state the type of project (if similar to this project), if the project is a state government project (or other client), and when the project was completed or the projected date to be completed.
 - F.1.2.2.** References – (Attachment B)
 - F.1.2.2.1.** The potential Bidder should submit three references with the contact information stated below for each of Bidder's proposed personnel for this RFP. The references should be for the projects identified above under experience and should be for services/products similar to this project.
 - F.1.2.3.** Section 4 – Certification for Competitive Bid and Contract, OMES Form CP 004
 - F.1.2.4.** Section 5 – Amendments, if issued, are acknowledged.
 - F.1.2.5.** Section 6 – OMES FORM CP 076. See the first pages of this solicitation.

G. OTHER

G.1. Questions

- G.1.1.** All questions regarding this solicitation must be submitted in writing and are to be emailed no later than July 29 2019 at 3:00 PM Central Daylight Time. Questions are to be emailed to Robert.Goad@omes.ok.gov. Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, Bidders will be notified the amendment is on our website. Please be sure to reference the solicitation number when emailing questions.
- G.1.2.** Any communication regarding this solicitation must be sent to the Contracting Officer listed above. Failure to do so (contacting the agency directly), may result in your proposal being deemed as non-responsive.

G.2. Attachments

- G.2.1.** Attachment A – Requirements Response
- G.2.2.** Attachment B – Business Reference Template
- G.2.3.** Attachment C – Solicitation Request Price Sheet
- G.2.4.** Attachment D – Vendor Payee Form

H. PRICE AND COST

- H.1.** Pricing shall be for the first year and four (4) subsequent optional years.
- H.2.** The Bidder should utilize Attachment C for their response in this area to satisfy this requirement.
- H.3.** Unless the Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term, including optional renewal terms, of the Contract. The Bidder guarantee unit prices to be correct.

- H.4.** In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Bidder in performance of the Contract shall be included in the total Bid price/contract amount.

Governor's Office Consulting RFP
Attachment A – Requirements Response Template

Instructions: The Bidder shall use the format provided in this attachment to respond to the RFP requirements. For each requirement listed in Section C.3. and C.4, the Bidder shall (1) designate the degree to which the requirement is met and (2) provide additional information or clarification explaining how the requirement is met. Unless otherwise noted, the responses for each item in Section C.3 shall be limited to 1-3 paragraphs with a maximum length of two pages for any individual item in Section C.3. A simple check mark will not be considered an adequate response.

Solicitation Specifications

C.3 Mandatory Specifications:

C.3.1. Negotiating tribal-state gaming compacts in multiple states.

Description: _____

C.3.2. Conducting gaming market analysis, evaluations and projections in multiple jurisdictions;

Description: _____

C.3.3. Knowledge of relevant federal and state laws, including, but not limited to, the Indian Gaming Regulatory Act and 3A O.S. § 261 et. seq.

Description: _____

C.3.4. Knowledge and experience of the gaming industry, which may include, but is not limited to:

- Indian gaming;
- Commercial gaming;
- Sports betting;
- Horse Racing and off-track betting;
- Internet gaming;
- Fantasy and daily fantasy sports;
- Riverboat gambling; and
- Lotteries

Description: _____

C.3.5. The Bidder and all of its members, partners, employees and agents performing services on the contract will have experience in law, government, finance, or gaming. The bidder and all of its members or partners performing services will have at least five years' experience in law, government, finance, or gaming.

Description: _____

C.3.6. The Bidder must possess experience representing state governments in negotiations with non-tribal gaming operators and vendors.

Description: _____

C.3.7. The Bidder and all of its members, partners, employees and agents performing services on the contract must be able to pass a conflict of interest check.

Description: _____

C.3.8. Bidder must provide a list of all current clients, and all clients for the last five (5) years, for all members, partners, employees, and agents of the Bidder's firm related to the areas more specifically described in C.3.4, C.3.5, and C.3.6.

Description: _____

C.3.9. Provide a brief history of relevant accomplishments.

Description: _____

C.3.10. In the event the Bidder is unable to perform certain mandatory experience/requirements of Section C.3 the Bidder will be allowed to utilize subcontractors. In that event the Bidder should state which experience/requirements it will be delegating to subcontractors and identify

- a. the subcontractor,
- b. the specific services provided by the subcontractor
- c. the experience of the subcontractor in that area of services and
- d. references for the subcontractor

Description: _____

C.3.11. Bidder must disclose all activities or interests of all members, partners, employees, and agents that may present a conflict of interest for the Office.

Description: _____

C.3.12. The Bidder must be available in Oklahoma to provide services at all times relevant to the performance of the contract.

Description: _____

C.4. Response Requirements:

C.4.1. Show how the Bidder meets the mandatory experience outlined in Section C.3.

Description: _____

C.4.2. Provide resumes of all required personnel who may perform services on behalf of the Office and they include required applicable experience.

Description: _____

C.4.3. Provide number of years spent in law, government, finance, or gaming.

Description: _____

C.4.4. Provide a list of all current clients, and all clients for the last five (5) years, for all members, partners, employees, and agents of the Bidder's firm related to the areas more specifically described in C.3.4, C.3.5, and C.3.6.

Description: _____

C.4.5. Provide three (3) references including name, relationship, length of relationship, position, and contract information.

Description: _____

Governor's Office Consulting Services RFP – Attachment B

**BUSINESS REFERENCES FOR SUPPLIER'S PROPOSED PERSONNEL FOR THE
RFP (C.4.6.):**

A. Reference #1

Company Name: _____

Contact Person Name: _____

Title: _____

Business Address: _____

Phone: _____

Email: _____

Date of Work Performed: _____

**Brief statement of the nature of this reference's business and how their
requirements are similar to those in the proposal:**

Outcome of project:

Brief summary of the project:

B. Reference #2

Company Name: _____

Contact Person Name: _____

Title: _____

Business Address: _____

Phone: _____

Email: _____

Date of Work Performed: _____

Brief statement of the nature of this reference's business and how their requirements are similar to those in the proposal:

Outcome of project:

Brief summary of the project:

C. Reference #3

Company Name: _____

Contact Person Name: _____

Title: _____

Business Address: _____

Phone: _____

Email: _____

Date of Work Performed: _____

Brief statement of the nature of this reference's business and how their requirements are similar to those in the proposal:

Outcome of project:

Brief summary of the project:

ATTACHMENT C -Price and Cost

Initial Year	Option Year 1	Option Year 2	Option Year 3	Option Year 4	Option Year 5

Unless the Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term, including optional renewal terms, of the Contract. The Bidder guarantee unit prices to be correct.

In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount.

Vendor Name :



Vendor/Payee Form

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

DO NOT use this form for:

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

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

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

Agency Name				Contact Name			
Phone #		Fax #		Email			
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 - Other Income				
<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 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 address as reflected on payee's annual U.S. Internal Revenue Service tax documentation						
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				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

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

U.S. Taxpayer Identification Number (TIN)

Please provide tax identification number applicable for payee IRS tax reporting

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Entity Filing Classification:

☐ Domestic (U.S.) Sole Proprietor or Individual ☐ Domestic (U.S.) Partnership ☐ Domestic (U.S.) Corporation Type: _____

☐ Limited Liability Company Type: _____

LLC Disregarded Entity: ☐ YES ☐ NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

☐ Domestic (U.S.) Other Explain: _____

☐ Foreign (Non-U.S.) Sole Proprietor or Individual* ☐ Foreign (Non-U.S.) Partnership* ☐ Foreign (Non-U.S.) Type: _____

☐ Foreign (Non-U.S.) Other* Explain: _____

FOREIGN VENDOR INSTRUCTIONS:

*** ADDITIONAL DOCUMENTATION IS REQUIRED.**

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/iw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/iw8ben.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/iw8bene.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/iw8eci.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/iw8exp.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/iw8imy.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 (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 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 </div> <div style="width: 48%;"> 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) </div> </div>		
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 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 </div> <div style="width: 48%;"> 515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation </div> </div>		
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		