

# State of Oklahoma

# **Solicitation**

1.	Solicitation #:	2.	Solicitation Issue Date:	
3.	Brief Description of Requirement:			
4.	Response Due Date <sup>1</sup> :		Time:	CST <del>/CDT</del>
5.	Issued By and RETURN SEALED BID TO <sup>2</sup> :			
	Agency Name:  U.S. Postal Delivery:  Carrier Delivery:			
6.	Solicitation Type (check one below):			
	<ul><li>☐ Invitation to Bid</li><li>☐ Request for Proposal</li><li>☐ Request for Quote</li></ul>			
7.	Shipping Location:			
8.	Contracting Officer: Name: Phone: Email:			

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



#### State of Oklahoma

# **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: Email: Website: 4. Oklahoma Sales Tax Permit<sup>1</sup>: ☐ 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.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 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.)<sup>2</sup> Authorized Signature Date

Printed Name

<sup>&</sup>lt;sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <a href="http://www.tax.ok.gov/fag/fagbussales.html">http://www.tax.ok.gov/fag/fagbussales.html</a>

<sup>&</sup>lt;sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <a href="http://www.ok.gov/oid/Consumers/Workers">http://www.ok.gov/oid/Consumers/Workers</a> Compensation Information.html



# State of Oklahoma

# 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,	
I am the duly authorized agent of the above named bid certifying the facts pertaining to the existence of collus	dder submitting the competitive bid herewith, for the purpose of ion among bidders and between bidders and state officials or offering of things of value to government personnel in return forwant to said bid;
<ol><li>I am fully aware of the facts and circumstances surrou have been personally and directly involved in the proce</li></ol>	nding the making of the bid to which this statement is attached and eedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's d	lirection or control has been a party:
<ul> <li>a. to any collusion among bidders in restraint refrain from bidding,</li> </ul>	of freedom of competition by agreement to bid at a fixed price or to
<ul> <li>b. to any collusion with any state official or en as to any other terms of such prospective c</li> </ul>	nployee as to quantity, quality or price in the prospective contract, or contract, nor
<ul> <li>c. in any discussions between bidders and an value for special consideration in the letting</li> </ul>	y state official concerning exchange of money or other thing of of a contract.
B. I certify, if awarded the contract, whether competitively bid or direction or control has paid, given or donated or agreed to pa Oklahoma any money or other thing of value, either directly o	
SECTION II [74 O.S. § 85.42]:	
For the purpose of a contract for services, the supplier also cert development of this contract while employed by the State of Ok services provided for under said contract.	ifies that no person who has been involved in any manner in the lahoma shall be employed by the supplier to fulfill any of the
The undersigned, duly authorized agent for the above named so is executed for the purposes of:	upplier, by signing below acknowledges this certification statement
the competitive bid attached herewith and contract, if a OR	awarded to said supplier;
the contract attached herewith, which was not competing Oklahoma statutes.	itively bid and awarded by the agency pursuant to applicable
Supplier Authorized Signature	Certified This Date
2. P. C.	
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 a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act:
- **A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- **A.1.4.** "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.1.5. "Supplier" 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 any other forms completed as 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. 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)", DCS-FORM-CP-004A, 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 legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- **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 is issued, then 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 acquire 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. 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 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	located at
	at the time and date specified in the solicitation as the Response Due Date and Time

#### A.7. Bids Subject to Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. 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 Chief Administrative Officer of the requesting agency shall make the final decision as to whether the documentation or information is confidential.

#### 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 will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- **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, 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

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

#### A.13. 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 580:15-4-11.

#### A.14. Award of Contract

- **A.14.1.** The procuring agency 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 procuring agency to be in the best interest of the State of Oklahoma.
- **A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3. In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" (<a href="www.ok.gov/OSF/documents/osfvend.pdf">www.ok.gov/OSF/documents/osfvend.pdf</a>). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (<a href="www.irs.gov/pub/irs-pdf/fw8ben.pdf">www.irs.gov/pub/irs-pdf/fw8ben.pdf</a>). Failure to do so may delay contract award.

#### A.15. Contract Modification

- **A.15.1.** The Contract is issued under the authority of the procuring agency who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the procuring agency approving official.
- A.15.2. Any change to the Contract, including 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 Contract Modifications, 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.16. Delivery, Inspection and Acceptance

- A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(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.16.2.** 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.17. Invoicing and Payment

- **A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

#### A.18. Tax Exemption

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

#### A.19. Audit and Records Clause

- **A.19.1.** 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.19.2. The successful bidder(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 three 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 three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

#### A.20. 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.21. 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.22. 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.23. Termination for Cause

- **A.23.1.** 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.23.2.** 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 procuring agency determines that an administrative error occurred prior to Contract performance.
- **A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### A.24. Termination for Convenience

- A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the procuring agency determines that termination is in the State's best interest. The procuring agency 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 procuring agency.
- **A.24.2.** 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.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including worker's 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.26. 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.27. 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) available at www.dhs.gov/E-Verify.

#### A.28. 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.29. 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

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

- **B.1.** The CATC program requests bids for the purpose of providing the following:
  - **B.1.1.** Four (4) two-day trainings on Law Enforcement's Role *in* Investigating Child Abuse and Neglect Cases.

The trainings will be held during the period Date of Award through June 30, 2013. Specific length, locations, date and *times* will be determined by collaboration between the Contractor and the CATC Program.

- **B.2.** The trainings will focus on:
  - **B.2.1.** Facilitating skill building in law enforcement's duties and responsibilities in investigating child abuse and neglect cases
  - **B.2.2.** Law enforcement will develop skills in joint investigations with child welfare workers
  - **B.2.3.** Provide recent best practice in the field of joint investigation of child abuse and neglect

## B.3. <u>Contract Period</u>

Contract shall begin Date of Award through June 30, 2013. Specific length, locations, date and times will be determined by collaboration between the Contractor and the CATC Program.

## B.4. Access to Records Requirements:

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

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

The OSDH may routinely request supporting documentation to validate vendor payments.

## B.5. Assignment and Delegation:

If the Contractor cannot perform the services as identified in this contract, in whole or in part, the Contractor will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. The Access to Record clause as stated

above shall be included in any subcontract. The Contractor will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. The subcontracting of services shall not relieve the Contractor of any responsibility for performance under this contract.

## B.6. Cancellation Clause:

This contract shall be in force until the expiration date, or until 30 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by Certified Mail to the business address of record. In the event this contract is canceled by either party, the OSDH shall be responsible for reimbursement for goods or services received or provided prior to cancellation date. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

## B.7. Contact Persons:

For the purposes of this contract, all contacts with the Contractor shall be directed to its													
representative	:				at tele <sub>l</sub>	phone	e nur	nber:			·		
For purposes	of	this	contract,	all	contacts	with	the	OSDH	shall	be	directed	to	its
representative	Lisa	a Will	iams at tel	eph	one numb	er (40	05)2	71-9444	. exter	nsioi	า 56722.		

## B.8. Contract Monitoring Plan:

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

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

Lisa Williams
Family Support and Prevention Service
Child Abuse Training and Coordination Program
1000 N.E. 10th Street
Oklahoma City, OK 73117-1299
(405)271-9444, extension 56722
lisaw@health.ok.gov

## B.9. Contractor Relationship:

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

## B.10. Contractor's Relation to the OSDH:

The Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the OSDH. Neither the Contractor nor any of its officers, employees, agents, or members shall have authority to bind the OSDH nor are they entitled to any of the benefits or worker's compensation provided by the OSDH to its employees.

## B.11. Entire Agreement:

This contract, including referenced attachments, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise,

regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

## B.12. Event of Default:

In the event the Contractor fails to meet the terms and conditions of this contract or fails to provide services in accordance with the provisions of the contract, the State of Oklahoma at its sole discretion, may withhold payments claimed by the Contractor or may by written notice of default to the Contractor, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma Department of Central Services, Central Purchasing Division. This clause provides an exception to standard cancellation clause of thirty (30) days notice.

## B.13. Failure to Comply Statement:

The Contractor shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Contractor agrees that should it be in noncompliance, the contract may be suspended or canceled in part or in whole. Compliance with the requirements shall be the responsibility of the Contractor, without reliance on or direction by the OSDH.

## B.14. Invoicing:

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

- **B.14.1.** name, address and FEI number of the Contractor,
- B.14.2. invoice date.
- **B.14.3.** period covered by invoice,
- **B.14.4.** purchase order number,
- **B.14.5.** any other data, reports, information or documentation required by other conditions of the contract,
- **B.14.6.** detail of the services provided and be in accordance with the terms and conditions of this agreement,

The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH
Child Abuse Training and Coordination Program/Lisa Williams
Law Enforcement's Role in Investigating Child Abuse and Neglect Cases.

1000 NE 10<sup>TH</sup> Street
Oklahoma City, Oklahoma 73117-1299

The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Contractor. The OSDH may withhold or delay payment to any Contractor failing to provide required programmatic documentation and/or requested financial documentation. The Contractor assures that all costs billed will be supported by documentation that will include, but not limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization (See "Contractor Relationship" section of this Contract). The Contractor further assures that all billings will be based on actual costs incurred and paid.

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

## **B.15. Mandatory Requirements:**

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

## B.16. Non-Collusion Certification:

The Contractor will complete and return the attached non-collusion certification, DCS Form 004 (8/2009).

## B.17. Procurement Integrity:

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

## B.18. Statement of Responsibility and Liability:

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, Title 51, O.S., 2001, §§151 et seq.

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

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

## B.19. Tobacco Free Policy:

To the extent allowed by Oklahoma law, the Contractor providing services to the public on behalf of OSDH shall follow the OSDH tobacco-free policy in the performance of services for OSDH. (See Attachment A.)

## B.20. Travel and Related Expenses:

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

## B.21. Unavailability of Funding:

In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the Contractor by certified mail. The OSDH shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction shall be specified in the notice. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. In the event this contract is cancelled under this section, Contractor agrees to take all reasonable steps to minimize termination costs. The OSDH agrees to reimburse Contractor for all work performed prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. This clause provides exception to the amendment clause and the cancellation clause of thirty (30) days notice.

## B.22. Waiver of Breach:

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

#### C. SOLICITATION SPECIFICATIONS

## C.1. Minimum Supplier's Qualifications:

In order to be eligible to respond to this RFP:

- **C.1.1.** The Supplier must be an established professional with expertise in the field of law enforcement child abuse investigations, or with established expertise in child welfare;
- **C.1.2.** The Supplier must provide a curriculum developed on a joint approach to child abuse investigations that includes joint investigative protocols, corroboration of evidence, and child interviewing.
- **C.1.3.** The Supplier must have a minimum of three (3) years experience in conducting training programs in the investigation of child abuse, including child sexual abuse.

## C.2. Duties of the Contractor shall be:

- **C.2.1.** The Contractor shall work with the Coordinator of the CATC Program, or designated staff to organize the training programs and determine the dates for each program.
- **C.2.2.** The Contractor shall be responsible for all travel arrangements and expenses, including transportation, hotel accommodations, meal, and miscellaneous.
- **C.2.3.** The Contractor shall supply a list of audiovisual equipment need for the training to the OSDH Coordinator of the CATC Program, or designated staff two weeks in advance of each training program.
- **C.2.4.** The Contractor will provide training materials. Said materials shall be current, thorough and of high quality. The Contractor shall provide said materials to the OSDH Coordinator of the CATC Program, or designated staff two weeks in advance of each training program.

## C.3. Duties of OSDH shall be:

**C.3.1.** The OSDH shall reimburse the Contractor up to a maximum of \$10,000.00 for the trainings.

- **C.3.2.** The OSDH shall provide training facilities and notify the Contractor a minimum of prior to the training program.
- **C.3.3.** The OSDH shall provide audio-visual equipment as requested by the Contractor.
- **C.3.4.** The OSDH shall provided copies of the Contractor's training materials to training attendees.

#### D. EVALUATION

The OSDH Community & Family Health Services, Family Support and Prevention Service, Child Abuse Training and Coordination Program (CATC Program) will assemble a committee to review the proposals. This committee will make recommendations to the OSDH Procurement. The final award will be made in accordance with state procurement rules by the OSDH based on the following evaluation criteria.

## D.1. Experience

Supplier is an established professional with expertise in the field of law enforcement child abuse investigations, or with established expertise in child welfare, with a minimum of three (3) years experience in conducting training programs in the investigation of child abuse, including child sexual abuse.

## D.2. Established Training Program

Established curriculum developed on a joint approach to child abuse investigations that includes joint investigative protocols, corroboration of evidence, and child interviewing.

D.3. Budget Cost Including Fee and Travel

## E. INSTRUCTIONS TO SUPPLIER

## **E.1. MANDATORY RFP SUBMISSION REQUIREMENTS:**

The Supplier shall provide a letter, enclosed with the RFP response, outlining the qualifications as identified above and on the evaluation criterion. The letter from the Supplier will contain the following qualifications:

- **E.1.1.** Describe the capacity and experience of the Supplier in providing state and national training programs on conducting joint investigations that focus on child sexual abuse for criminal or deprived cases:
- **E.1.2.** Provide agendas for proposed programs, and provide presentation objectives to identify the content for each of the trainings; and
- **E.1.3.** Provide a budget for honorarium fees. Honorarium fees must include all presentation fees and associated travel expenses.

NOTE: This entire document, the successful Supplier's response and the purchase order will become the contract.

## **E.2.** Proposal Instructions

This entire document and the successful supplier's response will become the contract. To submit a complete bid package, please do the following:

- **E.2.1.** Thoroughly review the entire Request for Proposal (RFP).
- **E.2.2.** Comply with all instructions on this sheet.
- **E.2.3.** Please prepare one original and five (5) copies of your proposal and submit your proposal by the time and date designated by the Oklahoma State Department of Health. All proposals and related documents in response to this RFP are public

records under the Freedom of Information Act and the Oklahoma Open Records Act, regarding public access to such documents. Submission by FAX is not acceptable.

**E.2.4.** Submit to no later than 3:00PM January 29, 2013:

Oklahoma State Department of Health ATTN: Ruby Sherwan Room 309 BID # 340000 1000 NE 10<sup>th</sup> Street Oklahoma City, OK 73117

- **E.2.5.** Any inquires should be directed to OSDH Procurement, Contracting Officer/Buyer.
- **E.2.6.** Do not discuss the RFP prior to award with any state employee with the exception of the designated Contracting Officer unless authorized by OSDH Procurement. All inquiry responses by the State must be in writing to be binding.
- **E.2.7.** Proposals will not be considered if any of the following exists:
  - **E.2.7.1.** Proposal was not submitted by the stated deadline.
  - **E.2.7.2.** Proposal does not include the entire proposal package.
  - **E.2.7.3.** Proposal does not comply with all of the requirements of the bid process and solicitation.
- **E.3.** Time line for questions: Questions to be submitted Via E-mail to <a href="Rubys@health.ok.gov">Rubys@health.ok.gov</a> no later than Close of Business(COB) January 18, 2013 and will be posted to the website no later than January 23, 2013 in the form of an amendment. The amendment shall be signed and shall be included in the proposal.

## F. PRICE AND COST

F.1.	Maximum dollar amount allotted for all training sessions, through CJAG, shall not exceed
	\$20,000.00.

1 <sup>st</sup> Training \$	
2 <sup>nd</sup> Training \$	
3 <sup>rd</sup> Training \$	
4 <sup>th</sup> Training \$	
TOTAL \$	

# OKLAHOMA STATE DEPARTMENT OF HEALTH ADMINISTRATIVE PROCEDURES MANUAL

NUMBER: 1-8

TITLE: Tobacco-Free Policy
ADOPTED: December 1994
LAST REVIEWED: September 2011
RESPONSIBLE SERVICE: Administration
Approved:

Terry Cline, Ph. D. Commissioner Signature On File

## **Purpose**

The purpose of this administrative procedure is to eliminate all tobacco use indoors and outdoors on the premises of all Oklahoma State Department of Health facilities (OSDH) including county health departments, in state vehicles used for OSDH business, and by OSDH personnel providing services in clients' homes.

#### II. Use of Tobacco Products

#### A. Tobacco Free Environment

- 1. The use of tobacco products (including, but not limited to, cigarettes, pipes, smokeless tobacco, other tobacco products and electronic cigarettes) is prohibited throughout all indoor and outdoor areas of premises under the control of the OSDH, in all vehicles on those premises, and in state vehicles in use for OSDH business anywhere.
- 2. This administrative procedure applies to all employees, clients, visitors and others on business at all OSDH premises.
- The central office and each county health department or other facility will identify the boundaries of its
  premises, post this information for public reference, and provide notice of this administrative procedure
  with appropriate signage, including signs at the entrances to the properties and/or other locations as
  needed.
  - 4. County health departments and other facilities that share a building with other offices will eliminate tobacco use in their offices and from all the indoor and outdoor premises under their control. They will encourage tobacco free policies for all tenants and throughout the entire premises.
- 5. Tobacco product receptacles will be removed from the premises, including any ash cans near entryways.
- 6. OSDH employees will not use tobacco products while providing services in clients' homes.
- 7. To the extent allowed by Oklahoma law, contracts to provide services to the public on behalf of OSDH entered into on or after the effective date of this administrative procedure will require contractors to follow the tobacco free policy of OSDH in performance of services for OSDH.
- 8. OSDH is committed to providing support to all OSDH employees and other OSDH personnel who wish to stop using tobacco products. OSDH is committed to ensuring that OSDH employees and, to the extent possible, other personnel have access to several types of assistance, including over-the-counter tobacco cessation medications and telephone counseling through the Oklahoma Tobacco Helpline (OTH). Supervisors are encouraged to refer employees and other OSDH personnel to the OTH as appropriate.
- 9. Violation of this policy by an OSDH employee will be cause for management/supervisor intervention and may result in corrective or disciplinary action in accordance with the OSDH Administrative Procedure 6-16 entitled, "Progressive Discipline," and state personnel rules.



# **Vendor/Payee Form**

The State of Oktahoma requires the following Information for all new vendors (payees) before any payments can be made. This information is used to cestablish yound for the used to establish Gamishment vendors or State Employee Vendors.    GENCY SECTION							_	xisting Address # dditional Address	_ 🛮
Agency Name Contact Name	used to esta	ablish you	in the State's vendo						
Ponce #   Ponc	AGENCY SEC	CTION							
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Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the <i>Remove</i> box. The PeopleSoft System requires specific details regarding the type of transaction. Please check the bat applies to this vendor.   Add:	Contact Nam	-							
Remove:		ortable (	Codes listed on pag	e 3 of this fo	rm. If the vendo	or is incorrectly show	ving as 1099 Reportable	e, check the Remove box	k. The
14 - Gross Proceeds to an Attorney	☐ Add:	[	☐ 1 - Rents		2 - Royalties		3 - Prizes & Awa	ards	
PeopleSoft (Oracle) 10-digit Vendor #:    FENDOR/PAYEE SECTION (Please print or type this information. Complete and fax to requesting State Agency)	☐ Remov	/e: [	🗌 6 - Medical & Hea	alth Care	7 - Non-Emplo	yee Compensation	10 - Crop Insur	ance Proceeds	
// Company Name (or Individual, or Government Entity)  Company Name (or Individual, or Government Entity)  Phone # Fax #  Name on IRS Record (if different than above)  Phone # Fax #  VENDOR/PAYEE TIN/SSN:  Business Address:  (PO Box or Street, City, State, 9-Digit Zip Required)  E-mail Address  Optional Address - check as appropriate:  If different,   Pricing   Ordering   Invoicing   Remitting   Phone # Fax #  (PO Box or Street, City, State, 9-Digit Zip Required)  Contact Name & Title:  If different,   Pricing   Ordering   Invoicing   Remitting   Returning   Phone # Fax #  (PO Box or Street, City, State, 9-Digit Zip Required)  Contact Name & Title:  If different,   Pricing   Ordering   Invoicing   Remitting   Returning   Phone # Fax #  (PO Box or Street, City, State, 9-Digit Zip Required)  Contact Name & Title:  Customer Service Information, if different:   Fax # E-mail  Vendors/Payees DO NOT fax to numbers below. The form must be returned to the state agency requesting this information. Use OSF_GARNVEND form for Garnishment Vendors.  State Agency, fax completed and signed form to: OSF, Attention Vendor Maintenance 405-521-3383 or 405-522-0392		[	14 – Gross Proce	eds to an Att	torney				
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#### SLIPPI EMENTAL INFORMATION - ALL VENDORS OR PAYEES

SUPPLEMENTAL INFORMATION - ALL VENDORS OR PATEES									
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 its remittances to you.									
Federal Employer Identification Number (FEIN) U.S. Taxpayer Identification Number (TIN)		If none, but applied for, date applied	I						
U.S. Social Security Number (SSN)		If none, but applied for, date applied	I						
Check the box below that best describes your re	esidency status:								
_ ` ' ' '	Domestic (U.S.) partnership Foreign (non-U.S.) partnership*	☐ Domestic (U.S.) corporation ☐ Foreign (non-U.S.) corporation*	☐ Domestic (U.S.) other						
Individuals: ☐ Citizen (individual) of the United States [	Resident alien (individual) of the	United States Non-resident alien	(individual)*						
<u>pdf/fw8ben.pdf</u> ), CERTIFICATE OF FOREIGN S NOT EXEMPT YOU FROM THE 30% (OR LOW	* NOTE: IF YOU MARK THIS BOX, WE WILL FORWARD AN INTERNAL REVENUE SERVICE (IRS) FORM W-8 ( <a href="http://www.irs.gov/pub/irs-pdf/f/w8ben.pdf">http://www.irs.gov/pub/irs-pdf/f/w8ben.pdf</a> ), CERTIFICATE OF FOREIGN STATUS, TO YOU. THIS MAY EXEMPT YOU FROM BACKUP WITHHOLDING. FORM W-8 DOES NOT EXEMPT YOU FROM THE 30% (OR LOWER PERCENTAGE BY TREATY) NONRESIDENT 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 the above	ve information is correct and that	:							
The number shown on this form is my corre			issued to me), and						
I am not subject to backup withholding bec Revenue Service (IRS) that I am subject to I notified me that I am no longer subject to b	backup withholding as a result of								
3. 3. I am a U.S. person (including a U.S. resid	dent alien).								
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 arrangement (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 Ver	ndor Representative or Individual Pa	ayee	Date						
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#### IRS Instructions Regarding 1099 MISC Reporting

IRS Instructions regarding 1099 MISC reporting are posted on the IRS website at: <a href="http://www.irs.gov//instructions/i1099msc/index.html">http://www.irs.gov//instructions/i1099msc/index.html</a>. Reportable payments include (a) royalties or broker payments in lieu of dividends or tax-exempt interest; (b) rents, services (including parts and materials), prizes and awards, other income payments, medical and health care payments, crop insurance proceeds, cash payments for fish (or other aquatic life) you purchase from anyone engaged in the trade or business of catching fish; (c) any fishing boat proceeds; or (d) gross proceeds paid to an attorney (see below).

Generally, if reportable payments do not fall under Box 1, 2, 3, 6 or 14, use Box 7. Specifically, all payments to physicians and medical corporations must be reported in Box 6. Attorney's fees, including payments to a law firm or other provider of legal services, are reportable in Box 7, except for gross proceeds. Gross proceeds paid to attorneys, under IRC section 6045(f), are reportable in Box 14. These include the total amount paid to an attorney for settlement agreements. These rules apply whether or not the legal services are provided to the payer and whether or not the attorney is exclusive payee (e.g., the attorney's and claimant's names are on one check). However, these rules do not apply to wages paid to attorneys that are reportable on Form W-2.

OSF Account Codes for 1099 Reporting - By Category

□1-RE	ENTS	2 - ROYALT	IES		☐ 3 - PRI	ZES AND AWARDS		
532110	Rent of Office Space	553170 Roya			552140	Incentive Awards – Monetary &		
532120	Rent of Land	1				Material		
532130	Rent of Other Building Space				552160	Incentive Payments – Oklahoma		
532140	Rent of Equipment and Machinery					Horse Breeders & Owners		
532150	Rent of Telecommunications Equip					Incentive Payments – Oklahoma		
532160	Rent of Electronic Data Processing Equipment					Film Enhancement Rebate		
532170	Rent of Electronic Data Processing Software					Time Emignooment Robato		
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515730	Offices of Chiropractors		515910			Substance Abuse Facilities		
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515750	Offices of Mental Health Practitioners (except Ph		515930 537210	Other Residential Care Facilities Laboratory Services & Supplies				
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F4F770			551230			(from agencies other than DHS)		
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515780	Offices of all other Miscellaneous Health Practition	ners	551250		rices to indig	gents (from agencies other than		
515790	Family Planning Centers		545000	DHS)	. , ,			
515800	Outpatient Mental Health & Substance Abuse Ce	niers	515280			geophysical) Services		
515810	Other Outpatient Care Centers		515290	Testing Laborator				
515820	Medical and Diagnostic Laboratories		515300	Interior Design Se				
515830	Home Health Care Services		515310	Industrial Design				
515840	Ambulance Services		515320	Graphic Design S				
515850	All other Ambulatory Health Care Services		515330	Other Specialized				
515860	General Medical & Surgical Hospitals		515350	Custom Compute	r Programm	ing Services		
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_	Office of Lawyers		515610	Business Service				
515020	•		515620	Collection Agenci				
515030	Other Legal Services		515630	Credit Bureaus				
515060	Accounting, Tax Preparation, Bookkeeping & Pay	roll Services	515640	Other Business S	upport Serv	ices		
515210	Payments for Contract Mentor Services		515650	Investigation & Se				
515220	Architectural Services		515660	Educational Servi				
515230	Landscape Architectural Services		515940	Individual & Fami				
515240	Engineering Services		515950			& Emergency & Other Relief		
515250	Drafting Services			Services	3			
515260	Building Inspection Services		515960	Vocational Rehab	ilitation Ser	vices		
515270	Geophysical Surveying & Mapping Services		515970	Child Day Care S	ervices			
515280	Surveying and Mapping (except geophysical) Ser	vices	515980	Arts, Entertainme	nt and Recr	eation		
515290	Testing Laboratories		515990	Other Services (ex	xcept Public	: Administration)		
515300	Interior Design Services		531150	Printing and Bindi	ng Contract			
515310	Industrial Design Services		531160	Advertising				
515320	Graphic Design Services		531170	Informational Serv	/ices			
515330	Other Specialized Design Services		531190		s and Speci	al Events		
515350	Custom Computer Programming Services		531220	Burial Charges				
515360	Computer Systems Design Services		531330					
515370	Computer Facilities Management Services		531390	Payments for Pho	tographing	Supplies and Services		
515380	Other Computer Related Services		533110		Repair of Bu	uildings and Grounds (outside		
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515480	Research & Development in the Social Sciences	& Humanities	546220	Major Maintenanc				
515490	Advertising and Related Services		547110			tion Expense-Contractual		
515500	Marketing Research & Public Opinion Polling		547120			Highways and Bridges		
515510	Photographic Services		547210	Major Maintenanc				
515520	Translation & Interpretation Services		552120	Teacher Stipends				
515530	Veterinary Services		553160	Legal Settlements		to the IKS		
515540	All other Professional, Scientific and Technical Sc	ervices	554190	Voter Registration	Services			
515550	Management of Companies & Enterprises							
515560	Office Administrative Services							
515570 515580	Employment Placement Services							
515580	Business Support Services Document Preparation Services							
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_	GROSS PROCEEDS TO AN ATTORNEY							
553180	Settlements – Paid To/Thru Attorney							