



1. Solicitation #: 3400001743

2. Solicitation Issue Date: 02/04/2022

3. Brief Description of Requirement:

From the funds appropriated to the State Department of Health in Enrolled House Bill No. 2900 of the 1st Session of the 58th Oklahoma Legislature, the sum of Fifty Thousand Dollars (\$50,000.00) shall be used for increased sickle cell outreach.

Not to exceed \$50,000.00.

THIS BID WILL BE EVALUATED AND AWARDED BEST VALUE AS AN ALL OR NONE AWARD.

See attached "Solicitation Request" for more details.

Questions are due no later than February 16, 2022, 3:00 p.m. CST. Questions must be e-mailed to Brenda.Hansel@health.ok.gov. Questions received after this date may not be answered.

4. Response Due Date¹: 02/28/2022

Time: 3:00 p.m. CST

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address: X

X

Common Carrier Delivery Address: X

X

Electronic Submission Address: Brenda.Hansel@health.ok.gov

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

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

7. Contracting Officer:

Name: Brenda K. Hansel, CPO II

Phone: 405-426-8652

Email: Brenda.Hansel@health.ok.gov

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



SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

Dispatch via Print

Request Quote ID.	Date	Buyer	Page
3400001743	02/02/2022	Brenda K Hansel	1
Payment Terms	Date	Time Quote Open	Closing
0 Days	02/04/2022	01:00 PM	02/28/2022 03:00 PM

Requisition Number Reference: FY22 RFP SICKLE CELL DISEASE

Department of Health
 OKLAHOMA STATE DEPT OF HEALTH
 SHIPPING & RECEIVING
 123 ROBERT S. KERR AVE., SUITE 1702
 OKLAHOMA CITY OK 73102-6406

Ship To: OKLAHOMA STATE DEPT OF HEALTH
 SHIPPING & RECEIVING
 123 ROBERT S. KERR AVE., SUITE 1702
 OKLAHOMA CITY OK 73102-6406

Supplier: NAME _____
 Address: _____
 Address: _____
 City: _____ ST: _____ ZIP: _____

Bill To: OKLAHOMA STATE DEPT OF HEALTH
 ACCOUNTS PAYABLE
 123 ROBERT S. KERR AVE., SUITE 1702
 OKLAHOMA CITY OK 73102-6406

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	92101503 / State funds allocated for increased sickle cell outreach.	1	EA		

CONTRACT PERIOD: Date of Award thru June 30, 2022 with an option to renew for an additional six (6) months.

To retain the services of a qualified organization with the knowledge and capacity to create Oklahoma specific resources to improve the health of individuals and families impacted by Sickle Cell Disease.

Initial \$15,000 will be made upon contract initiation. Additional monthly payments will be made upon receipt of valid invoice based upon hours performed at a rate of \$40.00 per hour with appropriate documentation. Contract is not to exceed \$50,000.00.

Please see Attachment A for the Duties of the Contractor and the Duties of the OSDH. Attachment B is the State of Oklahoma General Terms.

THIS BID WILL BE EVALUATED AND AWARDED BEST VALUE AS AN ALL OR NONE AWARD.

Contact for this RFP is Brenda Hansel, CPO II
 Phone: 405-426-8652
 E-mail: Brenda.Hansel@health.ok.gov

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

CONTRACT PERIOD: Date of Award thru June 30, 2022 with an option to renew for an additional six (6) months.

THIS BID WILL BE EVALUATED AND AWARDED BEST VALUE AS AN ALL OR NONE AWARD.

SECTION B: SPECIAL PROVISIONS

TO BE BILLED IN ARREARS

PURCHASE ORDER NUMBER SHOULD APPEAR ON ALL DOCUMENTATION, INCLUDING BUT NOT LIMITED TO: PACKING SLIPS, INVOICES, BILLS OF LADING, CORRESPONDENCE, SUBJECT LINE OF EMAILS, ENVELOPE ADDRESSES AND PACKAGES. THE PURCHASE ORDER NUMBER SHOULD BE VISIBLE WITHOUT THE NEED TO OPEN THE PACKAGE. SHIPMENTS, INVOICES AND OTHER DOCUMENTATION NOT PROPERLY IDENTIFIED BY PURCHASE ORDER NUMBER MAY RESULT IN REFUSAL OF DELIVERY, DELAYED PAYMENT OR OTHER DELAYS IN RESPONSE.

VENDOR ACKNOWLEDGES, BY RECEIPT OF THIS INSTRUMENT, DOCUMENT OR COMMUNICATION, THAT ANY AGREEMENT ENTERED INTO OR EXECUTED BY THE PARTIES IS SUBJECT TO THE PROVISIONS OF THE OKLAHOMA CENTRAL PURCHASING ACT, 74 O.S., § 85.1, ET SEQ.

NO ORAL STATEMENT, ONLINE CLICK WRAP AMENDMENTS, FACSIMILE, MAIL OR OTHER NOTIFICATION ISSUED BY VENDOR SHALL MODIFY OR OTHERWISE EFFECT THE TERMS, CONDITIONS, OR SPECIFICATIONS STATED IN THIS PURCHASE ORDER UNLESS ACCEPTED IN WRITING BY THE OKLAHOMA STATE DEPARTMENT OF HEALTH, PROCUREMENT SERVICE.

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature



SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

Dispatch via Print

Request Quote ID.	Date	Buyer	Page
3400001743	02/02/2022	Brenda K Hansel	2
Payment Terms	Date	Time Quote Open	Closing
0 Days	02/04/2022	01:00 PM	02/28/2022 03:00 PM

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Ship To: OKLAHOMA STATE DEPT OF HEALTH
 SHIPPING & RECEIVING
 123 ROBERT S. KERR AVE., SUITE 1702
 OKLAHOMA CITY OK 73102-6406

Bill To: OKLAHOMA STATE DEPT OF HEALTH
 ACCOUNTS PAYABLE
 123 ROBERT S. KERR AVE., SUITE 1702
 OKLAHOMA CITY OK 73102-6406

Supplier: NAME _____
 Address: _____
 Address: _____
 City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
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THIS CONTRACT SHALL BE CONSIDERED TO BE IN FORCE UNTIL THE EXPIRATION DATE OR UNTIL 30 DAYS AFTER NOTICE HAS BEEN GIVEN BY EITHER PARTY OF ITS DESIRE TO TERMINATE THE CONTRACT.

THIS CONTRACT IS FOR AN INDEFINITE QUANTITY AND THE STATE MAY, OR MAY NOT, BUY THE QUANTITY MENTIONED IN THIS CONTRACT. VENDOR MUST CLEAR ALL SHIPMENTS WITH AGENCY PRIOR TO SHIPPING ANY PORTION OF THIS CONTRACT.

NOTICE TO VENDOR: BY ACCEPTANCE OF THIS PURCHASE ORDER, VENDOR AGREES TO SHIP/PROVIDE THE QUANTITIES/ITEMS LISTED AND INVOICE AT THE STATED PRICES

OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007:
 BY SIGNING THE CONTRACT, THE CONTRACTOR WARRANTS AND ATTESTS ITS EMPLOYEES AND ALL PROPOSED SUBCONTRACTORS ARE IN COMPLIANCE WITH THE FEDERAL IMMIGRATION AND NATIONALITY ACT (FINA) AND ALL OTHER FEDERAL AND STATE LAWS AND REGULATIONS RELATED TO THE IMMIGRATION STATUS OF EMPLOYEES. THE CONTRACTOR SHALL OBTAIN STATEMENTS FROM ALL PROPOSED SUBCONTRACTORS CERTIFYING COMPLIANCE WITH THIS REQUIREMENT AND SHALL FURNISH COPIES OF THE STATEMENTS WITH THEIR CONTRACT. THESE WARRANTIES SHALL REMAIN IN EFFECT THROUGH THE ENTIRE TERM, INCLUDING ALL RENEWAL PERIODS, OF THE CONTRACT.
 ALL CONTRACTORS OR SUBCONTRACTORS ARE PROHIBITED BY STATE LAW FROM ENTERING INTO A CONTRACT WITH A PUBLIC EMPLOYER FOR THE PHYSICAL PERFORMANCE OF SERVICES WITHIN THIS STATE UNLESS THE CONTRACTOR OR SUBCONTRACTOR REGISTERS AND PARTICIPATES IN THE STATUS VERIFICATION SYSTEM TO VERIFY INFORMATION OF ALL NEW EMPLOYEES.

THE STATUS VERIFICATION SERVICE SYSTEM IS DEFINED IN 25 O.S. §1312 AND INCLUDES BUT IS NOT LIMITED TO THE FREE EMPLOYMENT VERIFICATION PROGRAM (EEV) AVAILABLE AT WWW.DHS.GOV/E-VERIFY.

THIS BID WILL BE EVALUATED AND AWARDED BEST VALUE AS AN ALL OR NONE AWARD.

THIS SOLICITATION, THE VENDOR RESPONSE, ALONG WITH RESULTANT PURCHASE ORDER, CONSTITUTES THE ENTIRE AGREEMENT. NO ADDITIONAL AGREEMENTS WILL BE SIGNED.

VENDOR SHALL COMPLETE AND TURN IN THE FOLLOWING EXHIBITS IN THIS REQUEST FOR PROPOSAL:
 EXHIBIT A - BUSINESS ASSOCIATE AGREEMENT
 EXHIBIT B - CONTRACT BUDGET FORM
 EXHIBIT C - SUB-RECIPIENT CONTRACTOR'S QUESTIONNAIRE
 EXHIBIT D - VENDOR/PAYEE FORM

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

ATTACHMENT A

SOLICITATION NO. 3400001743

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Oklahoma State Department of Health, hereinafter referred to as OSDH, by virtue of the authority vested in it by 74 O.S. § 85.1, et. al., as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

PURPOSE

To retain the services of a qualified organization with the knowledge and capacity to create Oklahoma specific resources to improve the health of individuals and families impacted by Sickle Cell Disease.

CONTRACT TERM AND RENEWAL OPTIONS

Date of Award thru June 30, 2022 with an option to renew for an additional six (6) months. Initial \$15,000.00 will be made upon contract initiation. Additional monthly payments will be made upon receipt of valid invoice based upon hours performed at a rate of \$40.00 per hour with appropriate documentation.

The Contractor shall:

A. Establish and Convene the Oklahoma Sickle Cell Disease Coalition (OSCDC)

1. The contractor must convene the Oklahoma Sickle Cell Disease Coalition, a multidisciplinary committee comprised of relevant stakeholders charged with characterizing the elements needed to establish a comprehensive system of coordinated sickle cell disease (SCD) health care and support services
2. At minimum, committee shall include:
 - a. Parents or caregivers of children with sickle cell disease or other hemoglobinopathy
 - b. Adults with sickle cell disease or other hemoglobinopathy
 - c. Medical professional specializing in hemoglobinopathies
 - d. Pediatrician, Family Practice, or other type of primary care provider
 - e. Member from Department of Human Services
 - f. Member from the Oklahoma Health Care Authority
 - g. Member from the Oklahoma State Department of Health
 1. Office of Minority Health and Health Equity
 2. Office of Screening and Special Services

- h. Representatives from Oklahoma based Sickle Cell Community-Based Organizations and Patient Advocacy Groups
- 3. Suggested members include:
 - a. Researcher or physician from the University of Oklahoma College of Medicine Hematology/Oncology Fellowship Program
 - b. Representative from the Oklahoma Bureau of Narcotics & Dangerous Drugs Control's Prescription Monitoring Program (PMP)
 - c. Representatives from practice/research networks Oklahoma Physicians Resource/Research Network (OKPRN), Oklahoma Child Health Research Network (OCHRN), Oklahoma Pharmacist Resource/Research Network (OKPharmNet), Oklahoma Primary Healthcare Improvement Cooperative (OPHIC), Public Health Institute of Oklahoma (PHIO), Oklahoma Primary Healthcare Extension System (OPHES)

B. Collect, monitor, and disseminate evidence on topics related to SCD care delivery & research

- 1. Identify opportunities to develop a compendium of practices and strategies related to improving sickle cell disease support, access to care, and provider education in health systems statewide
- 2. Collect, monitor and distribute educational resources related to SCD best practice data and findings for health care providers who treat pediatric and adult SCD patients in primary and emergency department settings
- 3. Characterize rural and urban barriers to improving health care and health outcomes for individuals living with SCD in Oklahoma

C. Expand or Enhance SCD Advocacy and Awareness Activities

- 1. Expand or enhance services to support the physical, mental, and social health of SCD patients and families. Examples of activities that may be proposed include:
 - a. Provide clinicians, nurses, allied health professionals, community-based organizations and public health agencies with recommendations and strategies to improve care provided to individuals with sickle cell disease and trait
 - b. Delivery of trainings to increase understanding of cultural sensitivity, equity and health disparities for providers
 - c. Delivery of community-based outreach activities to increase awareness of psychosocial challenges experienced by SCD patients and families
 - d. Provide referrals to agencies and community-based organizations that assist with delivery of support services and self-care management in Oklahoma
 - e. Provide referrals for counseling and mental health services
 - f. Provide transition education and peer counseling for patients and providers

- g. Identify opportunities to operationalize findings from the 2020 NASEM “Addressing Sickle Cell Disease: A Strategic Plan and Blueprint for Action” Report

The OSDH shall:

- A. Assist in identifying individuals to participate on the multidisciplinary committee
- B. Facilitate approval of outreach materials with OSDH Office of Communications
- C. Assist in disseminating deliverables created in support of this contract
- D. Review and process submitted invoices
- E. Provide access to OSDH partner personnel

ATTACHMENT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Oklahoma State Department of Health on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Contractor and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Contractor may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Contractor shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Contractor have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Contractor is not entitled to compensation for a product or service provided by or on behalf of Contractor that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Contractor’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Contractor; and c) current products, services and support offered by Contractor. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Contractor will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Contractor providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State

exercises such option to extend ninety (90) days, the State shall notify the Contractor in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Contractor.

- 1.5** Contractor understands that Contractor registration expires annually and, pursuant to OAC 260:115-3-3, Contractor shall maintain its Contractor registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Contractor including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting

terms provided by Contractor shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 **Modification of Contract Terms and Contract Documents**

3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Contractor, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Contractor shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Contractor are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Contractor or by a Customer other than OMES in connection with an Acquisition.

4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

4.2 **Addendum** means a mutually executed, written modification to a Contract Document.

4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.

- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Contractor's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Contractor list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.

- 4.15 OMES** means the Office of Management and Enterprise Services.
- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Contractor** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Contractor from inclusion on the Contractor list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Contractor Confidential Information** means certain confidential and proprietary information of Contractor that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Contractor under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Contractor under the Contract and (viii) all

Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Contractor personnel or Customer personnel or (b) any Customer personnel who then became personnel to Contractor or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Contractor or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Contractor shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Contractor must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Contractor shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Contractor for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Contractor warrants and represents that a product or deliverable furnished by or through the Contractor shall individually, and where specified by Contractor to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Contractor shall be repaired or replaced by Contractor at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Contractor until accepted. The Contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Contractor shall be notified as soon as is reasonably practicable. The Contractor shall retrieve and replace the Acquisition at Contractor's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Contractor shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Contractor shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Contractor in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

7.1 Contractor shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Contractor any subsequent payments to Contractor under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Contractor.
- F.** Contractor shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Contractor shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

8.1 As a condition of this Contract, Contractor shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set

forth below and any approved subcontractor of Contractor shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Contractor's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Contractor's obligations under the Contract. Contractor may not commence performance hereunder until such proof has been provided. Additionally, Contractor shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Contractor's obligation to maintain insurance coverage under the Contract is a continuing obligation until Contractor has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Contractor's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Contractor shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Contractor or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Contractor, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Contractor agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

- 9.1** As long as Contractor has an obligation under the terms of the Contract and in connection with performance of its obligations, the Contractor represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
 - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
 - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
 - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
 - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
 - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
 - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
 - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
 - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Contractor's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Contractor shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Contractor is responsible for reviewing and relaying such policies covering the above to the Contractor's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Contractor shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Contractor shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Contractor is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Contractor's obligations under the Contract and Contractor certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Contractor shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Contractor agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Contractor will not, to the best of Contractor's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Contractor and any third party.
- 9.8** Contractor represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Contractor represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Contractor has been disclosed in writing to the State and Contractor is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Contractor include delivery of an electronic communication, Contractor shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Contractor shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Contractor shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, 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. Contractor agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Contractor that comprise pricing under the Contract.
- 10.2** The Contractor 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 or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-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.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Contractor that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Contractor shall maintain strict security of all State and citizen data and records entrusted to it or to which the Contractor gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Contractor to perform its obligations under the Contract. The Contractor further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Contractor warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Contractor, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Contractor shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Contractor to render services under the Contract. The Contractor further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Contractor shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Contractor's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Contractor shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Contractor shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Contractor shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Contractor further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Contractor acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Contractor or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

11.6 The Contractor shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Contractor or any subcontractor or to which the Contractor or subcontractor has access and Contractor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

11.7 Customer may be provided access to Contractor Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Contractor acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Contractor Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Contractor Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Contractor Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Contractor so that the Contractor may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Contractor, its employees, agents and subcontractors are required to disclose any

outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Contractor has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

13.1 Contractor'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 Contractor assign its rights to payment, in whole or in part, under the Contract, Contractor shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

13.2 Notwithstanding the foregoing, the Contract may be assigned by Contractor to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Contractor, or a sale of all or substantially all of the assets of the Contractor to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Contractor as fully as if it had been originally made a party to the Contract. Contractor shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

13.3 If the Contractor is permitted to utilize subcontractors in support of the Contract, the Contractor shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Contractor, the Contractor shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Contractor. 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 Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Contractor shall provide a copy

of a written agreement executed by the Contractor 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 Contractor under the terms of all applicable Contract Documents. Contractor 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.

13.4 All payments under the Contract shall be made directly to the Contractor, except as provided in subsection A above regarding the Contractor's assignment of payment. No payment shall be made to the Contractor for performance by unapproved or disapproved employees of the Contractor or a subcontractor.

13.5 Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Contractor's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Contractor's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Contractor's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Contractor will not provide results of its otherwise acceptable normal background checks; in such an instance, Contractor shall pay for the additional background checks. Contractor will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Contractor who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Contractor to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Contractor under the Contract infringes that party's patent, intellectual property, copyright or other property right, Contractor shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Contractor's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Contractor determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Contractor, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Contractor.

16 Indemnification

16.1 Acts or Omissions

- A.** Contractor shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Contractor or its agents, employees, or subcontractors in the execution or performance of the Contract.

- B.** To the extent Contractor is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Contractor, its employees, agents, representatives, or subcontractors, the Contractor and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Contractor

sixty (60) calendar days after the date of Contractor's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Contractor shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Contractor's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Contractor's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non- Contractor - provided services or products unless Contractor recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Contractor, or (d) a non- Contractor product that has not been provided to the State by, through or on behalf of Contractor as opposed to its combination with products Contractor provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Contractor and defense of the claim to the extent its interests are aligned with Contractor. Contractor shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Contractor to control the

defense and any related settlement negotiations; provided, however, Contractor shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Contractor, Contractor shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Contractor for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Contractor or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Contractor or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Contractor has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Contractor will be provided at least fifteen (15) calendar days' written notice

of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Contractor.

17.2 Upon receipt of notice of a termination, Contractor shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Contractor in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

17.3 The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Contractor of any liability for claims arising under the Contract.

18 Termination for Cause

18.1 Contractor may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Contractor of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Contractor with written notice of material breach, and (ii) Contractor fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

18.2 The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Contractor if (i) Contractor fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Contractor's performance or obligations under the Contract; (ii) Contractor's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an

administrative error in connection with award of the Contract occurred prior to Contract performance.

18.3 Upon receipt of notice of a termination, Contractor shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Contractor in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Contractor of liability for claims arising under the Contract.

18.4 The Contractor's repeated failure to provide an acceptable product or service; Contractor's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Contractor to perform its obligations under the Contract; Contractor's inability to pay its debts when due; assignment for the benefit of Contractor's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Contractor shall constitute a material breach of the Contractor's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Contractor will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

19.2 Upon receipt of notice of such termination, Contractor shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Contractor in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Contractor of liability for claims arising under the Contract.

20 Suspension of Contractor

20.1 Contractor may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Contractor fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Contractor's performance or obligations under the Contract.

20.2 Upon receipt of a notice pursuant to this section, Contractor shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Contractor, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Contractor in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

20.3 Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Contractor with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Contractor knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Contractor's default. Additionally, Contractor shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Contractor certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Contractor cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Contractor is not entitled to payment for products or services not received and, therefore, amounts payable to Contractor during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Contractor's system or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Contractor's systems or (b) the delay or failure of Contractor or subcontractor personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Contractor's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Contractor's performance under the Contract, Contractor may have access to Customer personnel, premises, data, records, equipment and other property. Contractor shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Contractor shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Contractor fails to comply with Customer's security requirements, Contractor is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Contractor contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

OSDH Procurement Director
123 Robert S. Kerr Ave Suite 1702
Oklahoma City, OK 73102-6406

With a copy, which shall not constitute notice, to:

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Contractor products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Contractor shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Contractor shall provide a proposed transition plan, upon request, and cooperate with any successor Contractor and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Contractor.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Contractor, the products or services and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is

mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Contractor acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Contractor also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Contractor each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Contractor shall reasonably cooperate with each other and any Contractor to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.

- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain

payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Contractor's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Contractor, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Contractor may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.



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

1. **RE: Solicitation #** 3400001743

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



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: Oklahoma State Department of Health Agency Number: 340

Solicitation or Purchase Order #: 3400001743

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

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. "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 by e-mail to: Brenda.Hansel@health.ok.gov
- 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 an e-mail to: Brenda.Hansel@health.ok.gov.

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

E-mailed bids shall be opened by OSDH Procurement located at 123 Robert S. Kerr Ave, Oklahoma City, OK 73102-6406 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:

OMES/PURCHASING – GENERAL PROVISIONS (10/2017)

- 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 Equivalent

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.

OMES/PURCHASING – GENERAL PROVISIONS (10/2017) 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. The Contract may be modified only through a written Addendum, signed by OSDH Procurement 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.

**OKLAHOMA STATE DEPARTMENT OF HEALTH
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”) is effective as of _____ (“Effective Date”), by and between the Oklahoma State Department of Health (“Covered Entity”) and _____ (“Business Associate”).

WHEREAS, Covered Entity has determined that it has components covered by HIPAA;

WHEREAS, Purpose of this BAA: The Parties may enter into one or more written agreements that requires Business Associate to be provided with, create, or have access to Protected Health Information (“PHI”).

WHEREAS, under HIPAA, Business Associate is classified as a business associate of Covered Entity and is to comply with the HIPAA Security and Privacy regulations pursuant to Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), Title XIII, of the American Recovery and Reinvestment Act of 2009, including Sections 164.308, 164.310, 164.312 and 164.316 of title 45 of the Code of Federal Regulations.

NOW THEREFORE, in consideration of the foregoing and of the covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

I. DEFINITIONS. Unless otherwise defined in this BAA, all terms used in this BAA have the meanings ascribed to the same terms in HIPAA.

- (a) “Breach” shall have the meaning set forth in 45 CFR § 164.402, including, without limitation, the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted by HIPAA.
- (b) “Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean the person or entity listed as the business associate on the signature page hereto.
- (c) “Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 CFR 160.103.
- (d) “HIPAA” shall mean: (i) the Health Insurance Portability and Accountability Act of 1996, and regulations promulgated thereunder, including the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR parts 160 and 164, and any subsequent amendments or modifications thereto, and (ii) the HITECH Act, and regulations promulgated thereunder, and any subsequent amendments or modifications thereto.
- (e) “HITECH Act” shall mean the provisions applicable to business associates under the Health Information Technology for Economic and Clinical Health Act, found in Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.
- (f) “PHI” shall mean Protected Health Information which Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity in connection with the performance of Services by Business Associate for Covered Entity.
- (g) “Privacy Rules” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, as may be amended, modified or superseded, from time to time.

- (h) “Protected Health Information” shall have the meaning set forth in 45 CFR § 160.103, including, without limitation, any information, whether oral, electronic or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present or future payment for the provision of health care to an individual; and (iv) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- (i) “Required by Law” shall have the meaning set forth in 45 CFR § 164.103, including, without limitation, a mandate contained in law that compels Covered Entity or Business Associate to make a use or disclosure of Protected Health Information and that is enforceable in a court of law.
- (j) “Secretary” shall mean the Secretary of the U.S. Department of Health and Human Services or his/her designee.
- (k) “Security Incident” shall have the meaning set forth in 45 CFR § 164.304, including without limitation, the attempted or successful unauthorized access, use, disclosure, modification or destruction of electronic PHI.
- (l) “Security Rules” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, as may be amended, modified or superseded from time to time.
- (m) “Unsecured PHI” shall have the meaning set forth in 45 CFR § 164.402, including, without limitation, Protected Health Information not secured through the use of encryption, destruction or other technologies and methodologies identified by the Secretary to render such information unusable, unreadable, or indecipherable to unauthorized persons.

II. OBLIGATIONS OF BUSINESS ASSOCIATE.

(a) Permitted Uses: Business Associate may use PHI to provide the services requested by Covered Entity; provided, however, that Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA. Business Associate may use PHI: (i) for the proper management and administration of Business Associate; (ii) to carry out the legal responsibilities of Business Associate; or (iii) as Required by Law.

(b) Permitted Disclosures: Business Associate may disclose PHI to provide the services requested by Covered Entity; provided, however, that Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA. Business Associate may disclose PHI: (i) for the proper management and administration of Business Associate if such disclosure is Required by Law or if "Reasonable Assurances" are obtained; (ii) to carry out the legal responsibilities of Business Associate if such disclosure is Required by Law or if "Reasonable Assurances" are obtained; or (iii) as Required by Law. To the extent that Business Associate discloses PHI to a third party pursuant to Section II(b)(i) or (ii) above under Reasonable Assurances, Business Associate must obtain in writing, prior to making any such disclosure: (i) reasonable assurance from the third party that such PHI will be held in a confidential manner; (ii) reasonable assurance from the third party that such PHI will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such third party; and (iii) an agreement from the third party to immediately notify Business Associate of any breaches of confidentiality of such PHI, to the extent the third party has obtained knowledge of such breach (collectively, “Reasonable Assurances”). Except as Required by Law, Business Associate shall not disclose PHI to a health plan for payment or healthcare operations if the individual subject to the PHI has requested such restriction, the individual (or designee) pays out of pocket in full for the health care item or service to which the PHI relates, and the restriction has been made known to Business Associate in accordance with Section 3(b) of this BAA. Business Associate shall not receive remuneration from a third party in exchange for disclosing PHI received from or on behalf of Covered Entity.

(c) De-identification. Business Associate shall not de-identify PHI without Covered Entity's prior consent.

(d) Appropriate Safeguards: Business Associate shall comply with the applicable provisions of the Security Rules and shall implement appropriate administrative, technical, physical, and security safeguards in compliance with HIPAA that reasonably and appropriately safeguard and protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. As required by HIPAA, Business Associate shall maintain policies, procedures, and documentation that address the safeguards to prevent, detect, contain, and correct security violations in accordance with 45 CFR 164. Business Associate shall make its policies and procedures required by the Security Rule available to Covered Entity solely for purposes of verifying BA's compliance and the Secretary of the Department of Health and Human Services (HHS).

(e) Notification Obligations: During the term of this BAA, Business Associate shall notify Covered Entity as soon as is reasonably practicable but in no event later than five (5) calendar days after the discovery of any use and/or disclosure of PHI not permitted by this BAA, a Breach of Unsecured PHI, or any material Security Incident, and shall provide Covered Entity with information regarding the improper use and/or disclosure, Breach or Security Incident as required by law. In the event of a breach of Unsecured PHI, such notice shall include, to the extent possible, the name of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate shall also, to the extent possible, furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to Individuals under 45 CFR § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available.

(f) Mitigation: Business Associate shall take prompt corrective action to mitigate and cure, if possible, any harmful effect that is known to Business Associate of an improper use and/or disclosure of PHI, Breach, or Security Incident. Business Associate shall cooperate with Covered Entity regarding any Breach notification to third parties, and shall reimburse Covered Entity for any costs incurred by Covered Entity in complying with the applicable requirements of HIPAA resulting from a Breach of Unsecured PHI by Business Associate. To the extent allowed by law, Business Associate shall indemnify and hold Covered Entity harmless from all claims, liabilities, costs, and damages arising out of or in any manner related to the disclosure by Business Associate of any PHI or to the breach by Business Associate of any obligation related to PHI. Business Associate shall be deemed to discover a Breach of Unsecured PHI as of the first day on which such Breach is known, or should have been known, by Business Associate.

(g) Access to PHI: Within ten (10) days of receipt of a request, Business Associate shall make PHI maintained by Business Associate in a Designated Record Set, in Business Associate's possession or control, available to Covered Entity for inspection and/or copying to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. If a request for access to PHI is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than ten (10) days after receipt of the request, forward the request to Covered Entity. Business Associate shall provide access to a copy of electronic PHI maintained by Business Associate in a Designated Record Set to the Covered Entity in accordance with the provisions of this Section and HIPAA.

(h) Amendment of PHI: Within ten (10) days of receipt of a request, Business Associate shall make PHI maintained by Business Associate in a Designated Record Set, in Business Associate's possession or control, available to Covered Entity for amendment to enable Covered Entity to fulfill its obligations under 45 CFR § 164.526. Business Associate shall amend PHI maintained by Business Associate in a Designated Record Set, in Business Associate's possession or control, as directed by Covered Entity to enable Covered Entity to fulfill its obligations under 45 CFR § 164.526. If a request for amendment of PHI is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than ten (10) days after receipt of the request, forward the request to Covered Entity.

(i) Accounting of PHI Disclosures: Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Within five (5) days of receipt of a request

by Covered Entity, Business Associate shall make available to Covered Entity the information required to provide an accounting of such disclosures. Any accounting information shall include the information described in 45 CFR § 164.528(b), including, without limitation: (i) the date of disclosure of PHI; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the written request for disclosure. If a request for an accounting of PHI is delivered directly to Business Associate, Business Associate shall as soon as possible, but no later than five (5) days after receipt of the request, forward the request to Covered Entity.

(j) Governmental Access to Records: Business Associate shall make PHI and its facilities, internal practices, books, records, accounts, and other information relating to the use and disclosure of PHI available to the Secretary, authorized governmental officials, and Covered Entity in a prompt and reasonable time and manner and shall cooperate with the Secretary concerning any investigation designed to determine Covered Entity's or Business Associate's compliance with HIPAA. Unless the Secretary directs otherwise, Business Associate shall promptly notify Covered Entity in writing of Business Associate's receipt of a request for information from the Secretary or notice concerning an investigation by the Secretary and shall provide Covered Entity with a copy of all documents made available to the Secretary.

(k) Business Associate's Agents and/or Subcontractors: To the extent Business Associate uses one or more subcontractors, vendors, or agents to provide Services to Covered Entity, and such subcontractors, vendors, or agents create, receive, maintain, or transmit PHI, Business Associate shall require in accordance with 45 CFR § 164.308(b) and 164.502(e) that each subcontractor, vendor, or agent agree in writing to be bound by the terms of this BAA and HIPAA to the same extent as Business Associate, including but not limited to the implementation of reasonable and appropriate safeguards to protect PHI. A fully executed copy shall be provided to Covered Entity. Following the discovery of non-compliance by a subcontractor, vendor, or agent of any of its obligations with respect to PHI, Business Associate shall promptly report such non-compliance to Covered Entity and shall ensure that its subcontractors, vendors, or agents agree to indemnify or hold harmless Covered Entity from all claims, liabilities, costs, and damages arising out of or in any manner related to the non-compliance or breach by Business Associate of any obligation related to PHI.

(l) Compliance with Standard Transactions: If Business Associate conducts, in whole or in part, Standard Transactions (as such term is defined in the Standards for Electronic Transactions Rule at 45 CFR Parts 160 and 162, as may be amended, modified or superseded, from time to time) for or on behalf of Covered Entity, Business Associate will comply, and will require any of its subcontractors or agents involved with such Standard Transactions on behalf of Covered Entity to comply, with each applicable requirement of 45 CFR Parts 160 and 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any agreement in connection with the conduct of Standard Transactions for or on behalf of Covered Entity that: (i) changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data elements or segments to the maximum defined data set; (iii) uses any code or data element that is marked "not used" in a Standard Transaction or are not in the Standard Transactions' implementation specification; or (iv) changes the meaning or intent of the Standard Transactions' implementation specifications.

(m) Additional Obligations: Business Associate shall comply with the requirements of HIPAA, which are applicable to Business Associate as a business associate of the Covered Entity, including all regulations which are issued to implement such requirements, as may be amended, modified or superseded from time to time. To the extent Business Associate carries out one or more of Covered Entity's obligation(s) under 45 CFR Part 164, Subpart E, in the performance of such obligations, Business Associate shall comply with the requirements of 45 CFR Part 164, Subpart E, that apply to Covered Entity to the same extent as required by Covered Entity.

III. OBLIGATIONS OF COVERED ENTITY.

(a) Notice of Privacy Practices: ODSH's Notice of Privacy Practices is available on its website: www.ok.gov/health.

(b) Restrictions on Use or Disclosure: Covered Entity shall only disclose PHI to Business Associate or to others, pursuant to this BAA, in a manner and to an extent permitted by HIPAA. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individuals to use and/or disclose PHI, to the extent such changes or revocations may affect Business Associate's permitted or required uses and/or disclosures of PHI. Further:

- (i) Covered Entity shall notify Business Associate of any restriction to the use and/or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent such restriction may affect Business Associate's permitted or required uses and/or disclosures of PHI;
- (j) Covered Entity shall not request Business Associate use or disclose PHI in any manner that would violate the Privacy Rule if done by Covered Entity; and
- (ii) Covered Entity agrees to timely notify Business Associate, in writing, of any arrangements between OSDH and the Individual that is the subject of PHI that may impact in any manner the use and/or disclosure of the PHI by Business Associate under this BAA.

IV. TERM AND TERMINATION.

(a) Term: This BAA shall commence on the Effective Date and shall remain effective for the entire term that Business Associate provides Services for Covered Entity or until terminated in accordance with the provisions in this BAA.

(b) Termination for Cause: Either party may terminate this BAA by notice in writing to the other party, if the other party materially breaches this BAA in any manner and such material breach continues for a period of thirty (30) days after written notice is given to the breaching party by the other party specifying the nature of the breach and requesting that it be cured. If termination of this BAA is not feasible, the non-breaching party shall report the breach to the Secretary if required by HIPAA.

(c) Severability: If any provision of this contract, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.

(d) Obligations of Business Associate Upon Termination: Upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall: (i) Retain only that PHI that is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities; (ii) Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the remaining PHI that the Business Associate still maintains in any form; (iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI; (iv) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at above under "Permitted Uses and Disclosures By Business Associate" that applied prior to termination; and (v) Return to Covered Entity (or, if agreed to by Covered Entity, destroy) the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities. If destruction of PHI is permitted under this Subsection, Business Associate shall notify Covered Entity in writing that such PHI has been destroyed. All other obligations of Business Associate under this BAA shall survive termination.

V. CONSTRUCTION. This BAA shall be construed as broadly as necessary to implement and comply with HIPAA. The parties agree that any ambiguity in this BAA shall be resolved in favor of a meaning that complies and is consistent with HIPAA.

VI. HEADINGS. The headings contained in this BAA are included only for convenience of reference and do not define, limit, explain or modify this BAA or its interpretation, construction or meaning and are in no way to be construed as part of this BAA.

VII. NOTICE. All notices and other communications required or permitted pursuant to this BAA shall be in writing, addressed to the party at the address set forth at the end of this BAA, or to such other address as any party may designate from time to time in writing in accordance with this Section. All notices and other communications shall be sent by: (i) registered or certified mail, return receipt requested, postage pre-paid; (ii) overnight mail by a reputable carrier; (iii) facsimile with a copy sent by First Class Mail, postage pre-paid; or (iv) hand delivery. All notices shall be effective as of the date of delivery if by hand delivery or overnight mail, two (2) days following the date of facsimile, or if by certified mail on the date of receipt, whichever is applicable.

VIII. ASSIGNMENT. This BAA and the rights and obligations hereunder shall not be assigned, delegated, or otherwise transferred by either party without the prior written consent of the other party and any assignment or transfer without proper consent shall be null and void.

IX. GOVERNING LAW. Any claim, dispute, or litigation relating to the execution, interpretation, performance, or enforcement of this BAA shall be governed by the laws of the State of Oklahoma without regard to application of choice of law principles. Venue for any action, claim, dispute, or litigation relating in any way to the execution, interpretation, performance, or enforcement of the BAA shall be in the appropriate state or federal court in Oklahoma County, Oklahoma. Further, notwithstanding any provision in the BAA, the Department, as an agency of the State of Oklahoma, does not waive the doctrine of sovereign immunity and immunity from suit to the extent authorized by the Constitution and laws of the State of Oklahoma nor any other right or defense available to the Department.

X. BINDING EFFECT; MODIFICATION. This BAA shall be binding upon, and shall ensure to the benefit of, the parties hereto and their respective permitted successors and assigns. This BAA may only be amended or modified by mutual written agreement of the parties; provided, however, that in the event any provision of this BAA shall conflict with the requirements of HIPAA, this BAA shall automatically be deemed amended as necessary to conform to such legal requirements at all times. To the extent that any relevant provision of the HIPAA Regulations is materially amended in a manner that changes the obligations of Business Associates or Covered Entities, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to these revised obligations.

XI. NO THIRD-PARTY BENEFICIARIES. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person or entity other than Covered Entity, Business Associate and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

XII. COUNTERPARTS. This BAA may be executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one BAA.

XIII. ENTIRE AGREEMENT. This BAA constitutes the entire agreement between the parties with respect to the matters contemplated herein and supersedes all previous and contemporaneous oral and written agreements, negotiations, commitments, and understandings.

XIV. AUTHORIZATION. The execution of this BAA is fully authorized by each party. No party is under any legal disability and the person(s) signing below have appropriate authority to bind their respective parties by execution of this BAA on their behalf.

[Signatures on following page]

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in their respective names by their duly authorized representatives as of the Effective Date.

COVERED ENTITY:

Oklahoma State Department of Health _____

By: _____

Print Name: _____

Title: _____

Address: _____

BUSINESS ASSOCIATE:

By: _____

Print Name: _____

Title: _____

Address: _____

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

Contractor: _____ Date: _____

Contractor Contact: _____ Phone: _____

Contractor Address: _____

Dollar Amount: \$ _____

Summary Budget Request:

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

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

Narrative/Detail Budget Request:

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

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

Contractor Name: _____ Date: _____

Narrative/Detail Budget Request (Continued):

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

Contractor's Signature: _____ Date: _____

Printed Name: _____ Title: _____

**OKLAHOMA STATE
DEPARTMENT OF HEALTH**

SUB-RECIPIENT CONTRACTOR'S QUESTIONNAIRE

The financial and business responsibility of Oklahoma State Department of Health (OSDH) as a

SECTION A: PURPOSE & INSTRUCTIONS

Pass Through Entity (PTE) must ensure proper discharge of the Public Trust which accompanies the authority to expend Federal Funds. As such, adequate Business Management and Financial Management systems of Sub-grantees and Financial Assistance Contractors must meet the criteria outlined in OSDH's grant agreement, OMB Circulars, Code of Federal Regulations and Program Law. The accounting system should be integrated with an adequate system of internal controls to safeguard funds and assets, check accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed policies.

The OSDH is required to complete a risk assessment process for each sub-recipient award. Failure to complete this questionnaire will result in the inability of the OSDH to meet its requirements as a pass-through entity to file required FFATA reports, as well as inhibit the ability to OSDH to assess sub-grantee risk. Contractors who fail to provide a completed questionnaire will automatically be deemed high risk and subject to increased monitoring.

Page 2 must be completed for each new sub-recipient award.

The remainder of the questionnaire may be re-used as long as the information provided does not substantially change. Information provided regarding sub-grantee budgets, contracts, and revenue should cover the entirety of the organization's fiscal year.

Please answer every question, attaching material & providing explanations/comments where requested.

SUB-RECIPIENT CONTRACTOR'S QUESTIONNAIRE

SECTION A: GENERAL INFORMATION

NAME OF ORGANIZATION:

"DOING BUSINESS AS" NAME

ADDRESS:

CITY, STATE, ZIP+4, CONGRESSIONAL DISTRICT:

PRINCIPAL PLACE OF PERFORMANCE: *Primary site where work will be performed.*

ADDRESS:

CITY, STATE, ZIP+4:

EMPLOYER ID # _____ DUNN & BRAD# _____

DUNS 4 DIGIT EXTENSION # _____ PARENT DUNS # _____

SUBAWARD PROJECT DESCRIPTION: *Description should capture overall purpose of the sub-award.*

HIGHLY COMPENSATED OFFICERS: Does the public have access to information about the compensation of the five most highly compensated senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? **YES** ____ **NO** ____ If YES, skip to section A, if NO please list the names and total compensation of the five most highly compensated officers of your organization:

1. Number of employees in the organization: Full Time _____ Part Time _____
2. Are employees who control funds bonded against loss by reason of fraud or dishonesty? YES ___ NO ___
3. Indicate whether your organization is:

a. Local City Government _____	Local County Government _____
b. State Government _____	c. Federal Government _____
d. College or University _____	e. Sovereign Entity _____
f. Governmental Trust Authority _____	g. Non-Profit 501(c) (3) _____
h. For Profit _____	i. Association/Coalition _____
j. Other (Identify) _____	

Provide eligibility documentation i.e., Tax Exempt status as a 501(c) (3) Organization and etc.

4. Is your organization subject to board oversight? YES _____ NO _____
*If yes, please attach a list of Board Members.
 If no, skip to question #5.*
- 4a) Does your organization's board have approved Bylaws? YES _____ NO _____
*If yes, please attach a copy of the Board's approved Bylaws.
 If no, skip to question #5d.*
- 4b) Does your organization conduct business in accordance with the boards approved Bylaws? YES _____ NO _____
- 4c) Have the members of your organization's board been appointed in accordance with the approved Bylaws? YES _____ NO _____
- 4d) What was the date of your organization's most current board meeting in which there was a quorum? ____/____/_____
Please attach a copy of the approved minutes from this board meeting.
- 4e) Does your organization's board include individuals who are related family members of:
(Check all that apply)

Position	YES	NO
The Chief Financial Officer		
The Executive Director		
The Program Director		

- 4f) Do employees of your organization serve as board members? YES _____ NO _____

5. How many years has your organization been in business? _____

6. Does your organization maintain any accreditation/licensure related to the services it is providing for the OSDH? YES ____ NO ____

If yes, please list.

If no, skip to question 7.

6a) Is your organization in good standing with the accreditation/licensure it maintains?

YES ____ NO ____

7. Has your organization taken on new activities or services in the past 12 months?

If yes, please explain.

YES ____ NO ____

8. Has your organization experienced more than 33% increase or decrease in overall revenue/funding in the past 12 months? YES ____ NO ____

9. Has your organization experienced turnover or changes in assignments in any of the following key personnel in the past 12 months? *(Check all that apply)*

Position	YES	NO
The Chief Financial Officer		
Executive Director		
The Program Director		

10. Have there been any lawsuits filed or any undecided litigation against your organization in the past 12 months. YES ____ NO ____

11. Did your organization receive 80% or more of its annual gross revenues in Federal awards during your preceding fiscal year? YES ____ NO ____ *If YES, continue to question 12, if NO skip to Section B.*

12. Did your organization receive \$25,000.00 or more in annual gross revenues from Federal awards during your preceding fiscal year? YES ____ NO ____

SECTION B: BUSINESS MANAGEMENT SYSTEMS

13. Does your organization have established written Policies and Procedures (P&P) to cover the following business management areas?

Check each area.

Attach a copy only if requested.

AREA	YES	NO	NOT SURE
Human Resource/Personnel			
Procurement			
Accounting			
Property			
Travel			
Equal Employment Opportunity (EEOC)			
Health Insurance Portability Act of 1996 (HIPPA)			
Tobacco Use			

14. Does your organization have a record retention policy for the following documents? How long is the required retention period for the organization to maintain the following types of documents? *Match each box.*

Type of Record	YES	NO	# of Years
Programmatic Documents			
Financial Documents			
Other types of Documents			

15. Are time and activity distribution records (Personal Activity Reports) maintained by funding source and project for each employee to account for total hours (100%) devoted to your organization? YES ____ NO ____

All types of organizations, please provide a sample copy of the Time and Effort document used by your organization.

15a) If your organization is not a college or university, does your organization maintain Time and Effort or Personal Activity Reports that:

	YES	NO
include the employee's signature		
include a supervisor's signature		
Include a reporting of time which delineates between programs worked on by the employee		
include a reporting of total time worked by the employee		

15b) If your organization is a college or university, does your organization maintain Personal Activity Reports in accordance with 2 CFR Part 200 Cost Principles for Educational Institutions?

YES ____ NO ____

16. Are non-federal cash and/or third party in-kind cost share or matching funds supported by appropriate documentation? YES ____ NO ____

17. Does the organization have a written budgetary process and controls to preclude incurring obligations in excess of the grant amount of individual cost categories? YES ____ NO ____

18. Are purchase approval methods communicated and documented?
YES ____ NO ____

19. Are appropriate duties separated to ensure one individual is not controlling all aspects of a financial transaction/process? YES ____ NO ____ NOT SURE ____

SECTION C: ACCOUNTING SYSTEM & FUNDS MANAGEMENT

20. What type of accounting software does your organization utilize?

21. Does the accounting system account for cost by individual projects?
YES ____ NO ____

22. Does the accounting system accurately and completely track receipt and disbursement of funds by each grant and/or funding source?
YES ____ NO ____ NOT SURE ____

23. Does the accounting system provide for recording of actual expenditures for each contract/grant by component project and budget cost categories reflected in the approved budget? YES ____ NO ____

24. Which of the following best describes your organization's accounting system?
Manual ____ Automated ____ Combination ____ Other _____

25. How frequently do you post to the general ledger?
Daily ____ Weekly ____ Monthly ____ Other _____

26. Are common or indirect costs accumulated into cost pools for allocation to projects contracts and grants?
YES ____ NO ____ NOT SURE ____

27. Are the following books of account maintained?

TYPE	YES	NO
General Ledger		
Cash Receipts Journal		
Payroll Journal		
Purchase Journal		
General Journal		
Other: _____ Describe: _____		

28. Is the organization familiar with criteria and procedures for determination of allowable costs in connection with Federal grants and contracts?

YES _____ NO _____ NOT SURE _____

29. Does the organization have a working knowledge of the 2CFR Part 200 Supercircular?

YES _____ NO _____ NOT SURE _____

30. Does your organization expect to expend more than \$750,000 in federal funds during its current fiscal year, including federally funded contracts or grants awarded by other state agencies or other entities?

YES _____ NO _____

30a) What is the highest level of audit that your organization has undergone within the past 2 years?

A-133 _____

Yellowbook Audit in accordance with GAAS _____

Other audit, please specify type: _____

No audit done in past 2 years _____

Provide copy of last audit.

30b) What is your organization's fiscal year? (mm/yy to mm/yy) _____ to _____

31. Has your organization ever had a cost reimbursement grant?

YES _____ NO _____

32. Has your organization received funding from OSDH in the last two years?

YES _____ NO _____

33. Has your organization had a contract/grant with OSDH to provide these same services before?

YES _____ NO _____

34. Is your organization receiving funding from other sources to provide same or similar services to the services being provided in this contract/grant?

YES _____ NO _____

35. Please attach a schedule showing the total Federal dollars awarded to your organization by Program/Project identifying Federal Agencies and Pass Through Entitys for the two most recently completed fiscal years.

36. Please list any contracts/grants that your organization has with other state agencies in Oklahoma.

No other contracts/grants with the state agencies in Oklahoma. _____

Agency	Program	Amount
	Total	

37. What is the total amount of your organization's operating budget?

Please list all types of revenues Sources and their total amounts.

Source of Revenue	Amount
Total	

38. What is the capitalization level established by your organization for financial statement purposes to define an item as an asset/piece of equipment? \$ _____

COMMENTS/EXPLANATIONS

The total number of attachments is: _____

Attach numbered sheets as necessary.

PREPARED BY (SIGNATURE):

TITLE AND TYPED NAME:

DATE: _____

TELEPHONE/FAX/EMAIL:

I, _____, the undersigned do, under penalty of perjury, declare that the information contained in this document and any attachments is true and correct to the best of my knowledge and belief.

Signature of CEO

Date

I, _____, the undersigned do, under penalty of perjury, declare that the information contained in this document and any attachments is true and correct to the best of my knowledge and belief.

Signature of CFO

Date



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 FORM Employee Vendor Request](#)
- > **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	Oklahoma State Department of Health		Contact Name	Brenda Hansel	
Phone #	405-426-8652	Fax #	Email	Brenda.Hansel@health.ok.gov	
Agency Request To – Please select all applicable request types					
<input checked="" 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 checked="" type="checkbox"/> 6 - Medical & Health Care		<input type="checkbox"/> 7 - Non-Employee Compensation		<input type="checkbox"/> 10 - Crop Insurance Proceeds
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney				

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

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

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

W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

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

U.S. Taxpayer Identification Number (TIN)

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

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

Entity Filing Classification:

Domestic (U.S.) Sole Proprietor 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/fw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- **Form W-8BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

Vendor/Payee (Must be the same as Payee Name from page 1)

Account Codes for 1099 Reporting - By Category (TO BE COMPLETED BY AGENCY REPRESENTATIVE)

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1- RENTS (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 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 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	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		