State of Oklahoma
Oklahoma Dept of Transportation
Procurement Division

Solicitation Cover Page

1. **Solicitation #:** **3450036821 / 27-3-0119** 2. **Solicitation Issue Date:** **9/24/2026**

3. **Brief Description of Requirement:**

Purpose: Interior Remodel/Expansion of Existing Offices Housing District 3 Administration

Location: 12844 State Hwy 3W, Ada, OK74820

A Mandatory Site Visit has been scheduled for Wednesday, October 7, 2026; 10:AM; 12844 State Hwy 3W, Ada, OK 74820.

Questions may be submitted until 2:00 PM, Friday, October 16, 2026, with responses made available no later than 2:00 PM, Wednesday, October 28, 2026.

Bids are to be submitted to ODOT via email to ODOTBIDS@odot.ok.gov. Subject Line of email should include Solicitation 3450036821 27-3-0119, Ada Administration Interior Remodel/Expansion, Response Due Date (2:00 PM, 11/9/2026).

The Solicitation is let pursuant to the Public Competitive Bidding Act of 1974, and in accordance with Oklahoma Statute, Title 74, Section 85.12.B.3.

4. **Response Due Date**[1]**:** **11/9/2026** **Time**: **2:00 PM** CST/CDT

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

Electronic Submission Address: **HOSBORNE@ODOT.ORG**

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

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

7. **Contracting Officer**:

Name: Heather Osborne, CPO
Phone: (405) 420-2293
Email: HOSBORNE@ODOT.ORG

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

Responding Bidder Information

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

1. **RE: Solicitation #** 3450036821 / 27-3-0119

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 Permit[3]:**

☐ 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

OKLAHOMA
Office of Management
& Enterprise Services

CERTIFICATION FOR COMPETITIVE BID AND/OR CONTRACT (NON-COLLUSION CERTIFICATION)

Note: A certification shall be included with any competitive bid and/or contract exceeding $25,000.00 submitted to the state for goods or services.

GENERAL INFORMATION

Agency name Oklahoma Dept of Transportation	Agency # 34500
Supplier or bidder legal name	Solicitation # or purchase order # 27-3-0119 / 3450036821

Section 1 74 O.S. § 85.22

A. For purposes of any competitive bid or contract executed by the state for an acquisition in excess of the fair and reasonable acquisition threshold amount, I certify:

1. I am the duly authorized agent of the above-named supplier or bidder for the purpose of certifying the facts pertaining to the existence of collusion among and between bidders and suppliers 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 connection with the prospective acquisition.
2. I am fully aware of the facts and circumstances surrounding the acquisition or making of the bid to which this statement relates and have been personally and directly involved in the events leading to the acquisition or submission of such bid.
3. Neither the business entity that I represent in this certification nor anyone subject to the business entity's direction or control has been a party to:
   a. Any collusion among bidders or suppliers in restraint of freedom of competition by agreement to bid or contract at a fixed price or to refrain from bidding or contracting.
   b. 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.
   c. Any discussions between bidders or suppliers and any state official concerning exchange of money or other thing of value for special consideration in connection with the prospective contract.

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

Section 2 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.

Section 3 74 O.S. § 582

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the state.

Section 4 74 O.S. § 12005

For the purpose of a contract for goods or services, the supplier also certifies it is not currently engaged in a boycott of energy companies and will not boycott energy companies during the term of the contract.

Section 5 DEBARMENT, SUSPENSION OR OTHER RESPONSIBILITY MATTERS

For the purpose of a contract for goods or services, the supplier certifies any debarment, suspension, indictments, convictions, civil judgments and terminated public contracts have been disclosed to the state purchasing director.

Section 6 74.O.S. § 85.5

For the purposes of a contract for the physical performance of services, the supplier also certifies it is in compliance with the provisions of Section 1313 of Title 25 of the Oklahoma Statutes requiring all suppliers to register and participate in the Status Verification System to verify the work eligibility status of all new employees.

Section 7 21 O.S. § 1289.31

For the purpose of a contract for goods or services, the supplier also certifies it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate against a firearm entity or firearm trade association during the term of the contract.

Section 8 74.O.S. § 85.22C

List of all known business or familial relationships that currently exist or which existed within one year prior to the date on this form between any officer or director of the supplier and any officer or employee of the state agency listed on Page 1. State the names of persons with such relationships, their position within the organization, and the nature of such relationships.

1.

2.

3.

If no such relationships exist, check the box below:

☐ There are no known business or familial relationships that currently exist or which existed within one year prior to the date on this form between any officer or director of the supplier and any officer or employee of the state agency stated above.

Section 9 74 O.S. § 85.42(B)

Pursuant to 74 O.S. § 85.42(B), the supplier certifies that no person involved in any manner in the development, approval or negotiation of the contract, including change orders, extensions, renewals or amendments, while employed by the State of Oklahoma shall be employed or given anything of value to fulfill any services provided under the contract, including change orders, extensions, renewals or amendments.

SIGNATURE

By signing below, the undersigned duly authorized agent for the above-named bidder or supplier acknowledges this certification statement is executed for the purposes of one of the following:

☐ The competitive bid attached herewith and contract, if awarded to said supplier.

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

I state under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct.

Supplier authorized signature	Certified this date	
Name	Email	
Title	Phone	Fax

A. GENERAL PROVISIONS

A.1. Definitions

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

A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;

A.1.2. “Addendum” means a written restatement of or modification to a Contract Document executed by the Supplier and State.

A.1.3. ”Bid” means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;

A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;

A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and

A.1.6. ”Supplier” or “vendor” means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, included with this packet, and any other forms required by the solicitation.

A.2.2. Bids shall be submitted to the procuring agency electronically via email to the buyer listed in this solicitation. This will still remain a sealed bid and no attachments will be opened until bid closing.

A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", included with this packet, 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. The bidder is required to submit an electronic copy.

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”, if included later with this packet, 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.”

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

By submitting a response to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.

A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the **Oklahoma Dept of Transportation** located at **200 N.E. 21st Street** Oklahoma City, OK 73105 at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Open Bid / Open Record

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

Additionally, financial or proprietary information submitted by a bidder may be designated by the Procurement Division Manager 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 ODOT General Counsel shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

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

A.9. Legal Contract

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

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

A.9.2.1. Any Addendum to the Contract;

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

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

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

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

A.10. Pricing

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

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

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

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

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

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

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

A.13. Negotiations

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

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

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

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

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

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

A.14. Rejection of Bid

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

A.15. Award of Contract

A.15.1. The Procurement Division Manager 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 Procurement Division Manager 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: www.vendors.ok.gov.

A.16. Contract Modification

A.16.1. The Contract is issued under the authority of the Procurement Division Manager who signs the Contract. The Contract may be modified only through a written Addendum, signed by the ODOT 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. By Oklahoma Tax Commission Rule 710:65-7-13, ODOT's tax-exempt status does not pass to contractors, sub-contractors, or suppliers.

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 Procurement Division Manager 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 Procurement Division Manager determines that termination is in the State's best interest. The Procurement Division Manager 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 Procurement Division Manager.

A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful supplier(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely

renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

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

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

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

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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

B. SPECIAL PROVISIONS

B.1.0. The Solicitation is let pursuant to the Public Competitive Bidding Act of 1974, Title 61, Sec. 101 Et. Seq. and in accordance with Oklahoma Statute, Title 74, Section 85.12.B.3.

B.2.0. Definitions

B.2.1. The Department or Division is the Oklahoma Department of Transportation, Procurement Division.

B.2.2. Response Documents include the Solicitation for Responses, these Instructions for Vendors, the Response Forms, other sample response forms, and any addenda issued prior to the receipt of Responses.

B.2.3. Addenda are written or graphic instruments issued by the Department prior to the execution of the contract, which modify or interpret the Response Documents by additions, deletions, clarifications, or corrections.

B.2.4. A Response is a complete and properly signed proposal to do the work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Responding Documents.

B.2.5. The Base Response is the sum stated in the Response for which the Vendor offers to perform the work described in the Response Documents as the Base Response, to which work may be added or from which work may be deleted for sums stated in the Alternate Responses.

B.2.6. An Alternate Response (or Alternate) is an amount stated in the Response to be added or to be deducted from the amount of the Base Response if the corresponding change in the work as described in the Responding Documents is accepted.

B.2.7. A Unit Price is an amount stated in the Response as a price per unit of measurement for materials or services as described in the Response Documents or in the proposed contract documents.

B.2.8. A Vendor or Contractor is a person or entity that submits a Response.

B.2.9. The Owner is the State of Oklahoma represented by the Department of Transportation.

B.3.0. Form of Contract Agreement

B.3.1. A contract is to be used as the agreement between the Oklahoma Department of Transportation (Department) and the successful Prime Contractor.

B.4.0. Response Documents

B.4.1. Copies

B.4.1.1 Vendors shall use complete sets of Response Documents obtained from the source indicated in the Solicitation for Responses. The Owner does not assume any responsibility for errors or misrepresentation resulting from the use of incomplete sets of Response Documents.

B.4.1.2 The Owner, in making copies of the Response Documents available on the above terms, does so only for the purpose of obtaining bids on the work and does not confer a license or grant for any other use.

B.4.2. Substitutions

B.4.2.1 Awarded Contractor requests for substitutions will be addressed at the Pre-Work Meeting once an award is made.

B.4.3. Addenda

B.4.3.1 Addenda will be posted on the website and sent electronically to all who are known by the Department to have received a complete set of Response Documents from the Department.

B.4.3.2 Copies of the Addenda will be made available for inspection at the Department.

B.4.3.3 Each Vendor shall acknowledge that all Addenda and Amendments were received, by signing the Addenda and Amendment Forms.

B.4.4. Bid Security

B.4.4.1 **Each response must be accompanied by a certified or cashier's check, or bid bond in an amount equal to five percent (5%) of the total amount of the Response and all alternates as a guaranty that, if awarded the contract, the Vendor will execute the contract and furnish bonds and insurance as required in Section B.5.0 and of this solicitation packet.** An Irrevocable Bid Letter of Credit used as bid security must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on a form obtained from the Division. The State reserves the right to hold the bid security of the three (3) lowest

vendors until the successful Vendor has executed contract and furnished the required bonds and proof of insurance. No bid security is required if the total of the Base Response and Alternates is Fifty Thousand Dollars ($50,000.00) or less.

B.4.4.2 Failure of the successful Vendor to enter into a contract within the time specified in B.4.4.3. of these instructions shall result in forfeiture to the Department of Transportation of the cost of republication of Notice to Vendors, all actual expenses incurred by reason of the Vendor's default and the difference between the low Response of the defaulting Vendor and the amount of the Response of the Vendor to whom the contract is subsequently awarded, but not to exceed the amount of said check or bond.

B.4.4.3 An extension of sixty (60) days may be given to the normal twenty (20) days permitted Vendors to return the contracts when the Vendor is having difficulty obtaining bonds. The extension may be granted by the Department only upon written request from the Vendor.

B.4.4.4 Bid security for non-binding, non-encumbered contracts where no estimated quantities for Unit Prices are given will be stated in the Response Documents. If the required bid security is not stated in the Response Documents, then Vendors should provide Bid Security in the amount of five percent (5%) of the Bid.

B.4.4.5 Bid security for this solicitation will be 5% of the total response submitted based upon the project locations covered by the Vendor's response.

B.5.0. Surety Bonds

B.5.1. Bond Requirements

B.5.1.1 All bonds are for the full value of the contract and shall be issued by a surety company authorized by the Oklahoma Insurance Department to do business in the State of Oklahoma and approved by the Division.

B.5.1.2 A bond is required for all contracts with a value exceeding Fifty Thousand Dollars ($50,000.00) that includes coverage for (1) Performance: to ensure the completion of the work in accordance with contract documents in the time stipulated; (2) Defect – to provide for defects in renovation or materials for a period of one (1) year from the date of acceptance of the completed work; and (3) Payment – to assure the State is protected from the actions of subcontractors, suppliers and employees for unpaid debts of the contractor.

B.5.1.3 All bonds must be on the forms prescribed and issued by the Department and included in the solicitation material.

B.5.1.4 Irrevocable Letters of Credit may be used as a substitute for the bonds required in B.4.1.2 of these instructions. The letters of credit must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on forms obtained from the Division.

B.5.1.5 Each project awarded will require the submission of a Payment Bond, Performance Bond and Statutory Defect Bond.

B.6.0. Insurance Requirements

B.6.1. The Vendor shall carry on his work in accordance with the Worker's Compensation Act (85 O.S. § 1 et seq.) of the State of Oklahoma and shall not reject the provisions thereof during the life of the contract. A certificate of coverage must be returned with the contract.

B.6.2. General and Automobile Liability Insurance in the amount of not less than $100,000/$300,000, and Property Damage Insurance of not less than $50,000/$100,000 shall be carried by the vendor during the life of the contract. Certificates of such coverage must be returned with the contract.

B.6.3. Builder's Risk Insurance is required to be provided by the Vendor.

B.7.0. Labor

B.7.1. The Vendor shall comply with all State and Federal Laws in the employment and payment of labor.

B.7.2. There is no Federal funding for this project and Davis Bacon Wages do not apply for this project.

B.8.0. Documents for Renovation

B.8.1. **All additional sets of plans will be the responsibility of the Vendor.**

B.9.0. Waiver of Subrogation:

B.9.1. Contractor shall be liable for any damages to the locations, equipment, supplies and materials at the project location at 12844 State Hwy 3W, Ada, OK 74820.

B.9.2. Contractor will also be liable for damages caused by casualty occurrence, it being understood that Contractor shall repair such damages and look to its insurer for reimbursement and shall obtain from its insurer waiver of subrogation rights against the Oklahoma Department of Transportation.

B.10.0. Liquidated Damages

B.10.1. The construction period for this project is (vendor to complete) calendar days from the issuance of the Notice to Proceed. The Department reserves the right to assess a per day liquidated damages for each day that the Contractor exceeds the Thirty (30) calendar days construction period as outlined in ODOT's 2019 Specification 108.09 and Table 108:1.

B.10.2. Per the ODOT 2019 Specification Book, Section 108.9 Failure to Complete On Time

For each calendar day the work remains incomplete after the Contract Time, the Resident Engineer will deduct from the amount due the Contractor in accordance with Table 108:1, "Schedule of Liquidated Damages." Liquidated Damages are not to be considered a penalty, but rather a recovery of costs incurred by the Department due to the added cost of engineering, inspection, testing, and other extra expenditures of public funds made necessary by the Contractor's failure to complete the work within the Contract Time. The Resident Engineer assessed Liquidated Damages as an alternative to the more difficult and time-consuming calculation of determining the actual Department costs.

The Department does not waive its rights under the Contract by allowing the Contractor or Surety to continue and finish work after the Contract Time as elapsed.

Table 108:1 Schedule of Liquidated Damages

Contract Amount, $	Daily Assessment Rate, $
≤200,000	$300
>200,000 – 1,000,000	$600
>1,000,000 – 5,000,000	$800
>5,000,000 – 10,000,000	$1,200
>10,000,000	$1,500

The information in Section 108.9 Failure to Complete On Time is subject to being updated by future publications of the ODOT Spec. Book.

B.11.0 Taxation Status

B.11.1. Please be advised that all governmental entities of the State of Oklahoma, FEI 73-6017987 are exempt from Oklahoma sales or use taxes pursuant to title 68, O.S. 2001, section 1356(1). Therefore, direct purchases made by a state entity are exempt from sales tax whereas purchases made by a contractor in fulfilling a state contract are taxable to the contractor.

B.12.0 Communications During the Solicitation Process

B.12.1 Communication with anyone but the Buyer may result in a Vendor not being allowed to bid on this project.

B.13.0 Questions

B.13.1 Questions regarding this solicitation are due no later than **Friday, October 16, by 2:00 P.M.** Questions must be writing and are to be sent to the CPO's attention listed on the solicitation. Questions received after the deadline will not be answered.

B.14.0. Vendor's Representations and Prequalification

B.14.1. Each Vendor, by making a response, represents that:

B.14.2. The Vendor has read and understands the Response Documents and the Response is made in accordance therewith.

B.14.3. The Vendor has visited the site, is familiar with the local conditions under which the work is to be performed and has correlated observations with the requirements of the proposed contract documents.

B.14.4. The submitted Response is based upon the materials, systems and equipment required by the Response Documents without exception.

B.14.5. Pre-qualification of Vendors is not required but three (3) current references (on completed reference questionnaire forms) should be included with the Response.

B.15.0. Permits

B.15.1. Anticipated Permits are the following:

B.15.1.1 OSFM Building Permit (Engineering Consultant will submit the OSFM Applications and ODOT will pay the fee);

B.15.1.2 DEQ NOI – Site disturbance exceeds 1 acre; CONTRACTOR responsible for obtaining DEQ NOI

B.15.1.3 DEQ Septic System Permit – CONTRACTOR responsible for obtaining permit

Awarded CONTRACTOR should provide the DEPARTMENT with copies of the submitted DEQ NOI and DEQ Septic System Permit.

B.15.2. The contractor shall comply with all state and local municipality permit/license requirements.

C. SOLICITATION SPECIFICATIONS

C.1.0. Scope of Project:

C.1.1. This solicitation is for the renovation/expansion of the existing Administration Offices in Pontotoc County. Work includes the removal of existing wall paneling, sheetrock installation, texturing and painting, baseboard installation, flooring, and associated electrical and HVAC improvements.

Work provided for the project shall meet all applicable codes. Any required permitting is the responsibility of the awarded CONTRACTOR.

C.2.0. Location of Project:

C.2.1. The project location is 12844 State Hwy 3W, Ada, OK 74820.

C.3.0. Construction Period:

C.3.1. The construction period is (vendor to complete) calendar days from the issuance of the Notice to Proceed.

D. EVALUATION

D.1.0. Evaluation Criteria

D1.1. This Solicitation is a Request for a Proposal (RFP). Contractor responses for the purposes of this Solicitation are considered Responses and not Bids. The RFP will be evaluated on the following criteria: Cost, Experience, and Compliance with the Solicitation.

D.1.2. To be considered for award, each Vendor should have three (3) **current** references complete the Reference Questionnaire Form (Exhibit “C”) and include the completed forms with the Response. A form is included with the solicitation document package. References should be for projects of similar scope and size and for non-ODOT projects.

D.2.0. Negotiation

D.2.1. The Department of Transportation may negotiate with vendors to get the best price, value, and terms. Once the Department of Transportation identifies the candidates, negotiations may take place through the Oklahoma Department of Transportation Purchasing Office. The Oklahoma Department of Transportation considers all costs and business terms negotiable. The Department of Transportation reserves the right to make an award to the lowest, responsive bid if it is deemed in the best interest of the Department.

E. INSTRUCTIONS TO VENDOR

E.1.0. Important Information

Important Dates	
Wednesday, October 7, 2026; 10:00 A.M.	Non-Mandatory Pre-Bid Meeting
Friday, October 16, 2026, by 2:00 P.M.	Written Questions
Wednesday, October 28, 2026, by 2:00 P.M.	Responses to Questions Posted on Website
Monday, November 9, 2026, 2:00 P.M. CST	Solicitation Closes

E.2.0 Mandatory Site Visit

E.2.1. A Mandatory Site Visit has been scheduled for Wednesday, October 7, 2026; 10:00 A.M. The meeting will be held at the location site at 12844 State Hwy 3W, Ada, OK 74820

E.2.2. Verbal communications at any pre-bid meeting are non-binding. All clarifications, revisions or changes to the Bidding Documents will be posted on the website by the response deadline date.

E.3.0. Bidding Procedure

E.3.1. Modification, Withdrawal or Cancellation of Responses

E.3.1.1 Vendors may withdraw, change and resubmit their Responses by emailing odotbids@odot.ok.gov prior to the time set for the closing of the Response period. A new or changed Response will be accepted by way of email until the time designated for the closing of the response period.

E.3.1.2 Bid Security, if any is required, shall be in an amount of five percent (5%) of the Response as modified. Bid Security will be based upon the total response of the project locations for which there is a Response.

E.3.2. Submission of Responses

E.3.2.1 All the copies of the Response, the Bid Security, if any, and any other documentation required to be submitted with the Response shall be submitted via email to odotbids@odot.ok.gov. The Subject Line of the email will include the Solicitation Number and Time and Date of Solicitation Closure.

E.3.2.2 The Vendor shall assume full responsibility for timely delivery at the location designated for receipt of Responses.

E.3.2.3 Responses received after the opening of Responses will not be considered and will be returned unopened to the Vendor.

E.3.2.4 Any requests to substitute a brand name or specified product identified in the specifications must be submitted during the designated Q&A period. Requests received after the Q&A deadline may not be considered. Proposed substitutions must meet or exceed the requirements of the specified product and include sufficient documentation for evaluation.

E.4.0. Consideration of Responses

E.4.1. Electronic responses submitted to odotbid@odot.ok.gov will be opened after the time and date of the bid closing. This Solicitation is an RFP, therefore only the names of the responding Vendors will be made public and will be posted on the ODOT website after the closing. Vendors may receive a copy of the response tabulation on the solicitation website after a Contract has been awarded.

F. CHECKLIST

_____ Completed Responding Bidder Information page

_____ Completed and Signed Non-Collusion Certification page

_____ Completed and Signed Pay Item Response Form (Exhibit “A”) and Response Form (Exhibit “B”)

_____ Completed and Signed Addenda and Amendment Receipts

_____ Completed Bid Security

_____ Provide Sales Tax Permit # on Responding Bidder Information

_____ Include explanation if claiming Oklahoma Sales Tax Permit Exception in response package

_____ Read Section E.2 regarding the Non-Mandatory Pre-Bid Conference

_____ Read Section B.12.1 regarding communication during Solicitation Period

_____ Read B.11.1 regarding Taxation Status

_____ Read A.2.4 that is related to the completion of the Pay Item Response Sheet regarding corrections made to the Pay Item Sheet

_____ Three (3) Completed Reference Questionnaires

_____ Include mandatory documents in the Vendor Response email

G. OTHER

G.1. Forms

G.1.1. Exhibit “A” – Pricing Sheet w/ Scope of Work

G.1.2. Exhibit “B” – Response Form

G.1.3. Exhibit “C” – Reference Questionnaire

G.1.4. Exhibit “D: – Payment Bond

G.1.5. Exhibit “E: – Performance Bond

G.1.6. Exhibit “F” – Statutory Defect Bond

G.1.7. Exhibit “G” – List of Major Subcontractors

G.1.8. Exhibit “H” – ODOT Vendor Payee Form

G.1.10. Exhibit “I” - LLC Disregard Entity Verification Questionnaire & W9

H. PRICE AND COST

H.1. Pricing Submission

H.1.1. Vendors are to submit pricing using the Pay Item Response Form (Exhibit “A”). Vendors should sign and date the Response Form (included in Exhibit “B”) and include it in their response package.

H.1.2. A completed Pay Item Response Form is to be submitted as an original hard copy as part of your completed proposal.

H.1.3. The Department reserves the right to solicit for any additional project needs discovered during the renovation process.

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EXHIBITS

OKLAHOMA Transportation

Pricing Sheet

Solicitation # 27-3-0119/3450036821

Job Description: District 3 Office Building Expansion- D3 HQ

Location: **12844 State Hwy 3W, Ada, OK 74820**

Number of days to complete project may be a factor in the award (see section C.3.0).

Item # 1	**Quantity**	**Price**	**Line Total**
Admin Office Expansion	1 sum	$	$

Number of days to complete project_____

ODOT requests that the vendor submit a detailed bid.

Grand Total $

Comments:

_____

_____

_____

_____

_____

Authorized Signature: _____ **Date:** _____

Office Expansion

The project includes expanding two of the existing office spaces to improve space utilization and support additional staff. Work will include redesigning the offices layout and adding (4) four workstations. Improving lighting, electrical system, and making minor adjustments to the area.

This project will include the following:

Walls

- Removal of existing panels
- Disposal of removed wall panels
- New partitioning walls with 2"x4" lumber, gypsum board, fasteners, joint materials and finishes
- Painting- To be chosen by the Deportment

Cove Base

- Cove/Base Board

Doors

- 2 no. standard doors installation (door assembly including frame, specialty hardware, painting, and complete installation)

Mechanical/Electrical/Plumbing

- Electrical Works
- HVAC Modifications
- Lighting Relocation
- Ceiling Modification
- 4 electrical outlets/office

The expansion will create a more efficient and comfortable workspace while maintaining daily office operations during construction. All activities will be performed in accordance with the approved plans, specifications, and applicable ODOT building codes and the International Building Codes (IBC).

Floors

- Installation of vinyl plank flooring: Waterproof Luxury Vinyl, 5mm thickness, 12 MIL wear layer

Walls

- Removal of existing wood paneling
- Disposal of removed wall panels
- Installation of sheetrock and Texture: The finish will be an orange-peel or knockdown texture, with a premium stain-blocking primer and a semi-gloss finish coat.
- Painting: Antique White

Electricals

- 4-outlet in each room: location is provided on the drawing.
- ¾ lights per room
- Remove and replace the existing ceiling grid. Ceiling should be the same style as the office building.

Cove /Baseboard

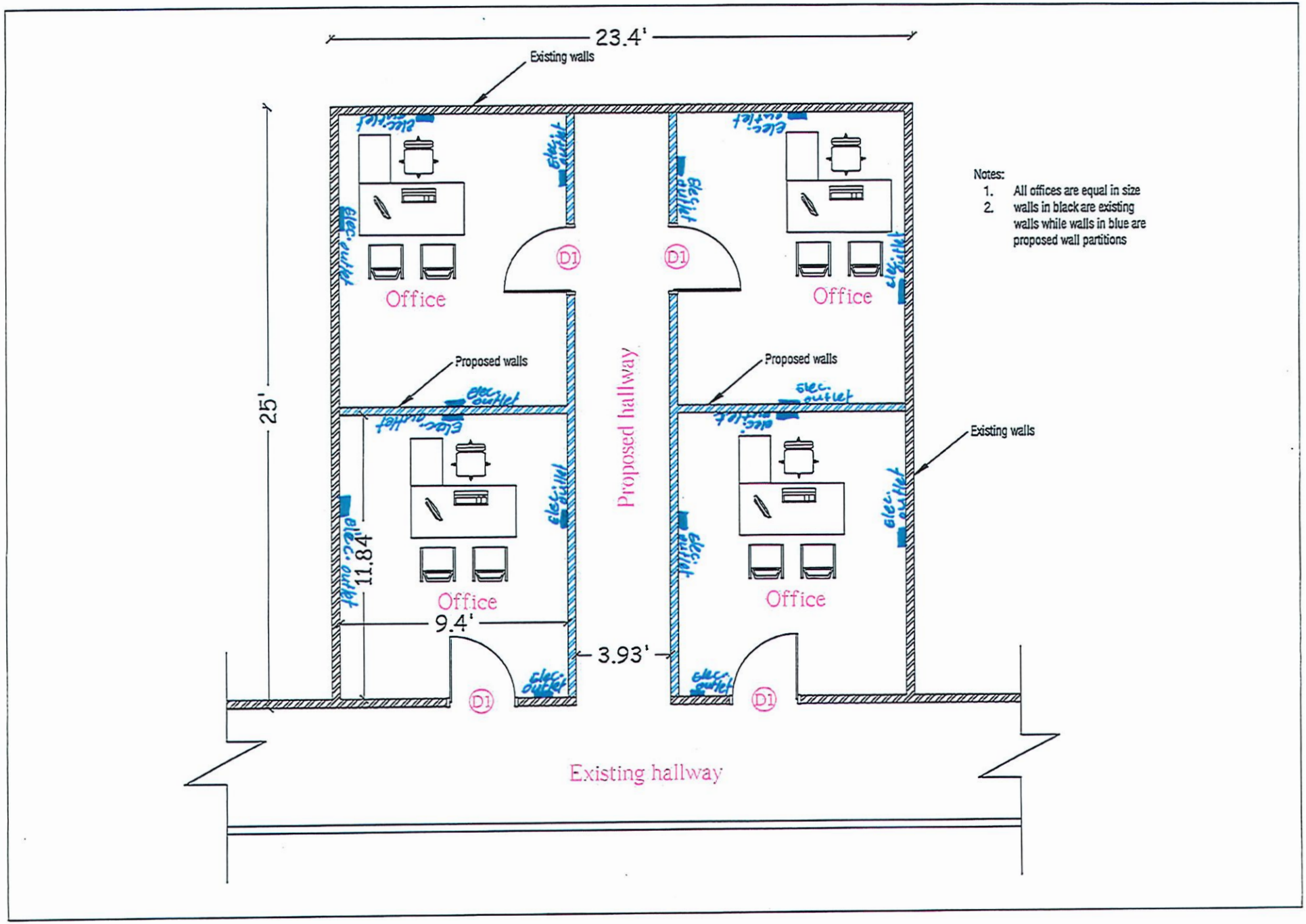
- Running board installation: The wall will be finished with a 4-inch cove base.

Doors

- The new door will match the appearance of the exiting to the building. Door gap at the bottom for return air.

Plumbing

- HVAC Modifications: The contractor shall modify AC system ducting to provide one diffuser in each office. Diffusers shall be properly adjusted.


23.4'
Existing walls
25'
Office
Office
Proposed walls
Proposed walls
Proposed hallway
Existing walls
11.84'
Office
Office
9.4'
3.93'
D1
D1
D1
D1
Existing hallway
Notes:
1. All offices are equal in size
2. walls in black are existing walls while walls in blue are proposed wall partitions

Response Form

Bidder Company Name: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ FEI: _____

1. The undersigned, being familiar with the local conditions affecting the cost of the work, and the Contract Documents, including the Solicitation for Bids Notice, General Conditions, Special Conditions for Construction Contracts, Specifications, Plans and Addendum (if any), on file at the Oklahoma Department of Transportation, 200 NE 21st St, Room 3C6, Oklahoma City, OK 73105 and posted at the solicitation website; And in accordance with the provisions thereof, herby proposes to furnish all labor, materials and equipment necessary for the following, in accordance with the plans and specifications for Solicitation 3450036821/27-3-0119 for the sums listed.
2. In submitting the bid, it is understood that the right is reserved by the State of Oklahoma to reject any and all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days after the date of closing of same. Work is to start within ten (10) days after receipt of Work Order Notice to Proceed.
3. If the bid exceeds $50,000.00, it shall be accompanied by a certified check or cashier's check made payable to the State of Oklahoma, or a Corporate Surety Bond of a surety company duly authorized to do business in the State of Oklahoma, in the sum of five percent (5%) of the total amount of the bid (unless otherwise specified in the bid documents) which is submitted as bid security, conditioned upon the Bidder's entering into a contract with the State of Oklahoma in accordance with the terms of the bid. It is agreed that said bid security of the successful bidder will constitute liquidated damages, and not a penalty for the failure of the bidder to enter into a contract in accordance with this bid.
4. We propose to complete this work within ____ (vendor to complete) calendar days from the date of the receipt of the Notice to Proceed.

Signature: _____

Reference Questionnaire

This form should be completed by three (3) **current references** for projects of similar scope and scale and not ODOT Projects. Completed reference forms should be returned with bid documents in order to be considered for award of this project.

Reference Completed for: _____

Completed by (Company Name): _____

Completed by (Your Name): _____ Phone #: _____

Signature: _____ Date: _____

Questions

1. What was the scope of the project you obtained from the vendor?

2. What year(s) were the services performed (example: 2013-2015)?

3. What would you do differently the next time you undertake a similar contract?

4. Explain why you would, or would not, do business with this vendor again.

Using a scale where (0 is Poor, 2 is Fair, 4 is Good, and 5 is Excellent), please complete:

1. How would you rate the quality of the vendor's performance? _____
2. How would you rate the responsiveness of this vendor? _____
3. Did the vendor complete the work within the required timeline? _____
4. Did the vendor maintain communication with you? _____
5. Did the vendor keep you informed of problems that occurred? _____
6. Did you experience any problems with invoicing/billing accuracy? _____
7. Were any problems experienced dealt with to your satisfaction? _____
8. Was this vendor flexible in meeting your requirements? _____

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

Contractor (Name & Address):

Surety (Name & Principal Place of Business):

Owner: Purchasing Division
Oklahoma Department of Transportation
State of Oklahoma
200 NE 21st St, Room 3C6
Oklahoma City, Ok 73105

Construction Contract

Date:

Amount: $

Description (Name & Location):

Bond:

Date (Not earlier than construction contract date):

Amount: $

Contractor (Representative)

Signature: _____

Name & Title:

Agent or Broker:

_____

Name and Title:
(Name, Address & Phone Only)

Surety (Representative)

Signature: _____

Name & Title

Owner's Representative:

_____

Name and Title:
(Architect, Engineer or other party)

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2. With respect to the Owner, this obligation shall be null and void if the Contractor:
   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
   2.2 Defends, indemnifies and holds harmless the owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment of labor, materials, or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

   1.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   1.2 Claimants who do not have a direct contract with the Contractor:
   4.2.1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
   4.2.2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and

4.2.3 Not having paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under the Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5. If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

   6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   6.2 Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond subject to the Owner's priority to use the funds for the completion of the work.

9. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

10. No suit or action shall be commenced by a claimant under this Bond other than in a court of competent jurisdiction or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1)

or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice of Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom, and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent Is that the Bond shall be construed as a statutory bond and not as a common law bond.

13. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

14. DEFINITIONS

14.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of the Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

14.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

14.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable. This document may not be altered or modified.

Contractor (Name & Address):

Surety (Name & Principal Place of Business):

Owner: Purchasing Division
Oklahoma Department of Transportation
State of Oklahoma
200 NE 21st St, Room 3C6
Oklahoma City, Ok 73105

Construction Contract

Date:

Amount: $

Description (Name & Location):

Bond:

Date (Not earlier than construction contract date):

Amount: $

Contractor (Representative)

_____

Signature

_____

Name & Title: Agent or Broker
(Name, Address, & Phone Only)

Surety (Representative)

_____

Signature

_____

Owner's Representative
(Architect , Engineer or other party)

1. The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligations under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

3. The Surety's obligation under this bond may arise after:
   3.1 The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than ten (10) days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor's Default; and

   3.2 The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than seven (7) days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

   3.3 The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contact or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

4. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions.
   4.1 Arrange for a Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

   4.2 Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

   4.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the

Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

4.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

4.4.1 After investigation, determine the amount for which may be liable to the Owner, and as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

4.4.2 Deny liability in whole or in part and notify the Owner citing reasons therefor.

5. If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fourteen (14) days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

6. After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages of the Construction Contract, the Surety is obligated without duplication for:

6.1 The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
6.2 Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and
6.3 Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performances or non-performance of the Contractor.

7. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

8. Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

9. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provisions in this Bond conflicting with said statutory or legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

10. DEFINITIONS

10.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

10.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

10.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise comply with the terms of the Construction Contract.

10.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract.

Statutory Defect Bond

61 O.S. 1991, Section 113 (B)(3)

Know all men by these presents;

That _____, as Principal and _____ a corporation organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as surety, are held and firmly bound unto the State of Oklahoma in the penal sum of _____ Dollars ($_____) in lawful money in the United States of America, said sum being equal to one hundred percent (100%) of the Contract price, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrator, trustees, successors, and assigns jointly and severally, firmly by these presents:

The condition of this obligation is such that:

Whereas, said Principal entered into a written contract with the State of Oklahoma, dated _____, for _____.

ODOT Solicitation # 3450036821/27-3-0119 all in compliance with the plans and specifications; therefore, made a part of said contract and on file in the Department of Transportation, Purchasing Division, 200 NE 21st St, Room 3C6, Oklahoma City, OK 73105.

Now therefore, if said Principal shall pay or cause to be paid to the State of Oklahoma all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after the acceptance of said project by the State of Oklahoma; then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is expressly agreed and understood by the parties hereto that no charges or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

In witness whereof, the said Principal has caused these present to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these present to be executed in its name and its corporate seal to be hereunto affixed by its attorney in fact, duly authorized so to do, the day and year set forth below.

Date this _____ day of _____, 20_____.

Principal: _____
By (Title):

Attest: _____

Surety: _____
(Attorney in fact)

By:

Name:

Address:

City: State:

Zip Code: Telephone #:

Advancement of Constructio Technology

LIST OF MAJOR SUBCONTRACTORS (With Bid Documents)

Project: ODOT District 3 Office Expansion – D3 HQ
Ada, Oklahoma

From (Contractor): _____
Date: _____

To (A/E): _____

A/E Project Number: J/P 39486(04)

Contract For: _____

List Subcontractors and Major Material Suppliers proposed for use on this Project as required by the Construction Documents. Attach supplemental sheets if necessary.

Section Number	Section Title Description of Scope of Work	Firm	Address	Phone Number (Fax Number)	Contact
	Flooring				
	Carpentry				
	Walls/Sheetrock/Texture				
	Plumbing				
	Electrical				

☐ Attachments

Signed by: Date:

Copies: ☐ Owner ☐ Consultants ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ File _____

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601 Madison Street, Alexandria, VA 22314-1791

OKLAHOMA Transportation

VENDOR/PAYEE FORM

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

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.

Agency Name: Oklahoma Dept. of Transportation
Phone Number: (405) 933-8569

Contact Name: Dean Gregory
Email: vendormaintenance@odot.ok.gov

PeopleSoft 10-digit Vendor ID _____

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

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: _____

Payee Legal Name for Business, Individual or Government Entity as filed with IRS

Contact Name: _____

Contact Phone: _____

DBA **(If different than legal name)** _____

Contact Title: _____

Tax Identification Number: _____

Mailing Address: _____

City: _____ State: _____

E-Mail: _____

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being 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) _____

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.**

If marked "YES" an OMES LLC verification form is to be submitted with this form.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

. 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

. 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

. I am a U.S. citizen or other U.S. person (defined below), and

. 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

LLC DISREGARDED ENTITY

VERIFICATION QUESTIONNAIRE

Agency Instructions: Questionnaire to be provided by agency to LLC businesses to verify correct IRS filing status and tax identification number used for IRS reporting. Form to be completed by vendor corporate tax office or administrator.

LLC Business Name: Click here to enter text.

Tax Administrator Contact Information

Name: Click here to enter text. **Title:** Click here to enter text.

Email: Click here to enter text. **Phone:** Click here to enter text.

The information provided indicates your company may possibly be filed with the Internal Revenue Service as a Disregarded Entity and as such has specific requirements for the tax identification number provided for payments receipt. Please have your corporate tax offices answer the following questionnaire to validate you are providing the correct information per IRS requirements:

1. **Is the LLC owned by a different parent entity?**
   ☐ Yes (CONTINUE) ☐ No (STOP HERE)
2. **If so, does this parent entity report the tax filings on the LLC's behalf?**
   ☐ Yes (CONTINUE) ☐ No (STOP HERE)
3. **If a parent entity reports the tax filings on the LLC's behalf, is the LLC reported to the IRS as a Disregarded Entity or a Wholly Owned Subsidiary?**
   ☐ Disregarded Entity ☐ Wholly Owned Subsidiary
4. **If the LLC is filed as a disregarded entity, please verify the following:**

Parent Entity Name:	
Parent Entity Tax Identification Number:	
*Disregarded Entity Name:	
Disregarded Entity Tax Identification Number:	

5. **If the primary/parent entity is also an LLC, is the business relationship one of a disregarded entity status or true LLP partnership?**
   ☐ Disregarded Entity ☐ LLP Partnership
6. **If applicable, have you registered both business names with the OK Secretary of State?**
   ☐ Yes ☐ No
7. **Do we currently or could we in future do businesses with or make payments to multiple entities (parent company, DBAs or Disregarded Entities) filed under the parent entity's tax identification number?**
   ☐ Yes ☐ No
8. **Do both companies share a bank account or will EFT direct deposit information differ for payments to each?**
   ☐ Yes ☐ No

***Please provide a separate W-9 for each disregarded entity.** W-9 provided for a disregarded entity must reflect the parent company name, filing classification and tax identification number with the disregarded entity name reflected on the additional name field provide per IRS form W-9 instructions.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

		–							

Part II 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 arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting,* later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the instructions for Part II for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code,* later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships,* earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code,* later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester,* later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/Businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code,* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships,* earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Visit *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.