



Solicitation

1. Solicitation #: 0600000012

2. Solicitation Issue Date: 9/26/2019

3. Brief Description of Requirement:

The Office of Management and Enterprise Services (OMES) on behalf of the Oklahoma Aeronautics Commission is soliciting bids to develop a web-based interactive Geographic Information System (GIS) mapping portal and land-use plan for Oklahoma's military airspace.

4. Response Due Date¹: 10/30/2019

Time: 3:00PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address: Office of Management & Enterprise Services, Central Purchasing

Attn: Sheri Diehm
5005 N. Lincoln Blvd.
Oklahoma City, OK 73105

Common Carrier Delivery Address: same

Electronic Submission Address: na

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

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

7. Contracting Officer:

Name: Sheri Diehm
Phone: 405-365-1964
Email: sheri.diehm@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read section , "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries

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A. GENERAL PROVISIONS

The following provisions shall apply where and as applicable to this Solicitation.

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 acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- A.1.2.** "Affiliate" means any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee department or other entity designated to act in behalf of the political subdivision; a state county or local governmental entity in its state of origin; and entities authorized to utilize contracts awarded by the State via a multistate or multi-governmental contract.
- A.1.3.** "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.
- A.1.4.** "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.
- A.1.5.** "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.
- A.1.6.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- A.1.7.** "COTS" means software that is commercial off the shelf.
- A.1.8.** "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.
- A.1.9.** "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.
- A.1.10.** "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.
- A.1.11.** The Office of Management and Enterprise Services (OMES).
- A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.13.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.14.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.
- A.1.15.** "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government.
- A.1.16.** "State CIO" is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.
- A.1.17.** "Solicitation" means this document inviting Bids for the Acquisition referenced herein.
- A.1.18.** "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.
- A.1.19.** "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

A.2. DELIVERY:

- A.2.1.** F.O.B. Destination shall mean delivered to the receiving dock or other point specified in the purchase order.
- A.2.2.** The state assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency. The State assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all Items shall be the responsibility of the contract supplier until accepted by the ordering agency. Suppliers shall be responsible for filling, processing, and collecting all damage claims
- A.2.3.** Deliverable(s) shall be packaged as to not be damaged during transportation and delivery. Packaging shall be labeled as to content.

- A.2.4. The Supplier, Supplier's officers, employees, and Independent Suppliers will be required to do the following: Deliverable(s) shall be packaged as to not be damaged during transportation and delivery. Suppliers shall be responsible for filing, processing, and collecting all damage claims. Damaged deliverable(s) shall be replaced by supplier at no cost to the agency.
- A.2.5. Delivery Dates/Lead time: Lead time will be included as part of the evaluation in the technical response.
- A.2.6. All shipments must be pre-approved before shipping. Supplier shall contact agency contact for delivery dates. All deliveries shall be scheduled prior to delivery.
- A.2.7. All deliveries shall be delivered no later than sixty (60) days after receipt of request for specified quantities.
- A.2.8. If the parts are not delivered within 60 days of notification then OMES Central Printing shall have the exclusive right to refuse any and all pieces of equipment past this date and declare the contract null and void or select the next bidder that meets the minimum specifications as stated in this bid.
- A.2.9. All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.
- A.2.10. Supplier shall be required to deliver products as offered on or before the required date. Deviations, substitutions, or changes in the products shall not be made unless expressly authorized in writing by the State or Affiliate, as applicable.
- A.2.11. See The Terms and Conditions in Section A. General Provisions A. 17.

A.3. INVOICES:

- A.3.1. Pursuant to 74 O.S. §85.44(B), invoice(s) will be paid in arrears after product(s) have been delivered.
- A.3.2. Interest on late payment(s) made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.
- A.3.3. Supplier's Federal Employer Identification number shall appear on all invoice(s).
- A.3.4. Purchase Order number shall appear on all invoice(s).
- A.3.5. All Invoices shall be itemized.
- A.3.6. See the Terms and Conditions in Section A. General Provisions A.18
- A.3.7. Failure to comply may result in late payments.
- A.3.8. 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.
- A.3.9. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.3.10. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.3.11. Payment terms will be net 45.
- A.3.12. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such 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.4. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a Bid to this Solicitation:

- A.4.1. The Bidder certifies that the Bidder and its principals or participants:
- A.4.2. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
- A.4.3. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- A.4.4. 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 foregoing offenses enumerated in this certification; and

- A.4.5.** Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.
- A.4.6.** Where the Bidder is unable to certify to any of the statements in the certification above, Bidder shall attach an explanation to the Bid.

A.5. Bid Public Opening

Sealed Bids may be opened upon public request at the time and date specified herein as the Closing Date and Time.

A.6. Late Bid

Bids received by the State after the Closing Date and Time shall be deemed non-responsive and shall not be considered for any resultant award.

A.7. Legal Contract

By submitting a Bid to this Solicitation:

- A.7.1.** Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.
- A.7.2.** The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.
- A.7.3.** Any Contract Document related to this Solicitation shall be legibly written or typed.
- A.7.4.** All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.8. Pricing

- A.8.1.** Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.
- A.8.2.** Bidders guarantee unit prices to be correct.
- A.8.3.** In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount.
- A.8.4.** All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

A.9. Firm Fixed Price

Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

A.10. Pricing Requirements

If Bidder pricing does not meet requirements of the section herein titled Price and Cost, the Bid may be considered non-responsive.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in this 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 it is an authorized representative, which meets or exceeds the specification for any item(s). However, if a Bid is 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 shall 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. Rejection of Offer

The State reserves the right to reject any Bids that do not comply with the requirements and specifications of this Solicitation. A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of this 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.

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be

tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of non-responsiveness of the Bid due to lack of compliance with the terms and conditions of negotiation or this Solicitation.

A.13. Award of Contract

- A.13.1.** The State 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 to be in the best interest of the State of Oklahoma.
- A.13.2.** Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.
- A.13.3.** In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the website at the following link: <https://omes.ok.gov/services/purchasing/vendor-registration>.
- A.13.4.** It is the preference of the State to award to a single Bidder. However, the State reserves the right to award to multiple Bidders when it has been determined to be in the best interest of the State.

A.14. Contract Modification

- A.14.1.** The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State.
- A.14.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OMES - ISD in writing, or that is made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written Amendment, shall be void and without effect, and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

A.15. Audit and Records Clause

- A.15.1.** 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 Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.
- A.15.2.** The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.16. Non-Appropriation Clause

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State Entity or Affiliate may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier.

A.17. Choice of Law and Venue

- A.17.1.** Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma.
- A.17.2.** Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Affiliate, as agreed to between such Affiliate and Supplier or as otherwise provided by applicable law.

A.18. Termination for Cause

- A.18.1.** The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.
- A.18.2.** The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to

Contract performance. Similarly, an Affiliate may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.

- A.18.3.** If this Contract or certain obligations hereunder are terminated, the State, State Entity or Affiliate, as applicable, shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.19. Termination for Convenience

- A.19.1.** The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Affiliate may terminate its obligations to Supplier upon a determination by the proper authority for such Affiliate that termination is in the Affiliate's best interest and notice of termination by such Affiliate shall be provided in accordance with the foregoing requirements set forth in this subsection.

- A.19.2.** If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Affiliate, as applicable, shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.20. Insurance

The Supplier shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage;
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and
- e) Additional coverage required by the State in writing in connection with a particular Acquisition.

A.21. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Affiliate and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a Bid to this Solicitation, the Bidder certifies that it is registered and participates in the Status Verification System, available at www.dhs.gov/E-Verify, as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. The Bidder agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.23. Compliance with Applicable Laws

- A.23.1.** In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) If the payments pursuant to the Contract are expected to exceed \$100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
- d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;
- e) For Persons entering into a grant or cooperative agreement over \$100,000.00 (as defined at 45 C.F.R. §93.105

and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and
- g) Be registered as a business entity licensed to do business in the State, (registration through the Oklahoma Secretary of State at <https://www.sos.ok.gov>), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.
- h) 2 C.F.R. Part 200

A.23.2. The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.23.3. The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

A.24. Gratuities

The rights of Supplier under the terms of this Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State or Affiliate employee directly involved in this Contract. In addition, a Supplier determined to be guilty of such a violation may be suspended or debarred.

A.25. Preclusion from Resulting Contracts

Any Bidder that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this Solicitation, either directly or indirectly, is precluded from being awarded the Contract and from securing a sub-contractor that has provided such services.

A.26. Mutual Responsibilities

The State and Supplier agree that:

A.26.1. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.

A.26.2. This is a non-exclusive Contract and each party is free to enter into similar agreements with others.

A.26.3. Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.

A.26.4. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

A.27. Background Checks and Verifications

At the sole discretion of the State, State Entity or Affiliate, as applicable, employees of the Supplier and any subcontractor of the Supplier may be subject to background checks. If background check information is requested, the Supplier must submit, or cause to be submitted, the required information in a timely manner and the Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State, State Entity or Affiliate.

A.28. Confidentiality

A.28.1. The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.

A.28.2. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State CIO or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

A.29. Unauthorized Obligations

At no time during the performance of this Contract shall the Supplier have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the products, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

A.30. Electronic and Information Technology Accessibility

Supplier shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf, and Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.

A.31. Patents and Copyrights

A.31.1. Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.

A.31.2. If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

A.31.3. If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.

A.31.4. Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (ii) a program's use in other than its specified operating environment; (iii) the combination, operation, or use of a product with other products not provided by Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

A.32. Assignment

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

A.33. Severability

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.34. Paragraph Headings

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

A.35. Failure to Enforce

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract Document at any time

in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

A.36. Conflict of Interest

- A.36.1.** Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.
- A.36.2.** In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.

A.37. Limitation of Liability

To the extent any limitation of liability in any Contract Document is construed by a court of competent jurisdiction to be a limitation of liability in violation of applicable law, such limitation of liability shall be void.

A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)

- A.38.1.** In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf>, https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.
- A.38.2.** Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Supplier to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Supplier may supply during the downtime (repair) of equipment purchased or leased through this Contract. If a device has to be removed from a location for repairs, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

A.39. Offshore Services

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

A.40. Failure to Provide

The Supplier's repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State CIO, shall constitute a material breach of the Supplier's obligations, which may result in partial or whole cancellation of the Contract.

A.41. Agency Policies

The Supplier's employees and/or sub-contractors must adhere to the applicable State policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Supplier to review and relay State policies covering the above to the consulting staff.

A.42. Compliance with Technology Policies

The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:

https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf

A.43. High Technology System Performance and Upgrades

- A.43.1.** If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Supplier does not plan such system upgrades

or improvements, the Supplier shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.

- A.43.2.** Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Supplier; the Supplier providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Supplier providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

A.44. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this Contract at any time to allow for technologies not identified in this Contract. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue an Amendment to this Contract.

A.45. Ownership Rights

- A.45.1.** Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.2.** Except for any Utilities, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.
- A.45.3.** In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.4.** Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.
- A.45.5.** If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.
- A.45.6.** It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier's Utilities, the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- A.45.7.** Except for any Utilities, all work performed by the Supplier of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of State of Oklahoma.

A.46. Source Code Escrow – Reference Title 62 O.S. § 34.31

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a State Entity, the Supplier shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- a) A bona fide material default of the obligations of the Supplier under the agreement with the agency;
- b) An assignment by the Supplier for the benefit of its creditors;
- c) A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;

- d) The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- f) The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- g) The ceasing of a Supplier of maintenance and support of the software; or
- h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

A.47. Right to Renegotiate

Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

A.48. Used or New Products

Bidder shall offer new items of current design unless this Solicitation specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.

A.49. Publicity

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

A.50. Mandatory and Non-Mandatory Terms

A.50.1. Whenever the terms "shall", "must", "will", or "is required" are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.

A.50.2. Whenever the terms "can", "may", or "should" are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

A.51. Non Tobacco – Smoke Free

By order of the Governor's Executive Order 2012-01, effective August 06, 2012 the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

A.52. OMES - ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES - ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES - ISD to acquire necessary hardware and software, and directs OMES - ISD to authorize the use of these assets by other State agencies. OMES - ISD, as the owner of information technology assets on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

A.53. Acceptance of Solicitation Content

Unless otherwise provided in Section One of the Bidder's response to this Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this Solicitation. Upon award of any contract to the successful Bidder, the contents of this Solicitation shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

A.54. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Contract Term, Renewal and Extension Option

- B.1.1.** The initial contract period shall begin on the effective date and shall extend through One (1) Year (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.
- B.1.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be three (3) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.1.3.** After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.
- B.1.4.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.
- B.1.5.** The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- B.1.6.** In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.
- B.1.7.** This Contract will be funded in part by grant funding from the Department of Defense Office of Economic Adjustment. If at any point during the project funding is not received in the expected amount or canceled, the contract may be canceled, delayed, or reduced to meet the needs of the State.

B.2. Obligations of Permitted Subcontractor

- B.2.1.** If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- B.2.2.** All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.3. Warrants Supplier

- B.3.1.** Supplier warrants and represents that products or deliverables specified and furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. Defects in products or deliverables specified and furnished by or through the Supplier shall be repaired or replaced by Supplier at no cost or expense to the State if such defect occurs during the warranty period.

B.4. Authorized Users

During the term of this contract, any State Entity, or Affiliate, as defined herein, may utilize this contract. Under this contract, the State of Oklahoma bears no liability for a State Entity or Affiliate actions and the privies of contract exist solely between the Supplier and the State Entity or Affiliate.

B.5. Manufacturer Accessibility VPAT Website

The Supplier may provide a URL link for a website maintained by the Supplier or product manufacturer which provides VPAT's for all products offered through the Contract.

B.6. Commercial Off-The-Shelf (Cots) Software

In the event that Supplier specifies terms and conditions or clauses in an electronic license agreement notice that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

B.7. Supplier Services

The State of Oklahoma shall not guarantee any minimum or maximum amount of the Supplier services that may be required under this Contract.

C. SOLICITATION SPECIFICATIONS

C.1. Introduction

The Office of Management & Enterprise Services (OMES), Central Purchasing (CP) on behalf of the Oklahoma Aeronautics Commission (OAC) is soliciting bids to develop a web-based interactive Geographic Information System (GIS) mapping portal and land-use plan for Oklahoma's Military Airspace that enables all stakeholders in assessing the geographic areas that are best suited for private development while minimizing impact to the military missions that use Oklahoma installations, ranges, and airspace.

C.2. Definitions

OMES – Office of Management & Enterprise Services

OMACAMP - Oklahoma Military Airspace Compatibility Assessment Mapping Portal

AFB – Air Force Base

ANG – Air National Guard

MTRs – Military Training Route

ASRs – Airport Surveillance Radar

DoD – Department of Defense

FAA – Federal Aviation Administration

GIS – Geographic Information System

MOA – Military Operations Area

MTRs – Military Training Routes

NOAA – National Oceanic and Atmospheric Administration

NREL – National Renewable Energy Laboratory

OAC – Oklahoma Aeronautics Commission

OEA – Office of Economic Adjustment

OSMPC – Oklahoma Strategic Military Planning Commission

RFP – Request for Proposal

SUA – Special Use Airspace

USAF – United States Air Force

C.3. Purpose

Currently, there is no statewide collaboration and coordination with the military and other jurisdictions regarding compatible land use planning for tall or incompatible structures that could impact military operations within the State of Oklahoma. As a result of the ongoing discussion between Oklahoma military installations, the State of Oklahoma, private developers, and landowners, several of these regional partners over the last few years have identified the need to collaborate on compatibility planning regarding the location of tall structures and incompatible uses of land and the need to preserve and sustain the military readiness of military installations that utilize airspace and operate within the state of Oklahoma. This would include, but it not limited to Altus Air Force Base, Fort Sill, Tulsa Air National Guard, Tinker Air Force Base, Vance Air Force Base, Will Rogers Air National Guard, other military installations from outside the state that operate in Oklahoma, as well as the military's non-DoD operating locations such as regional and municipal airports. This multi-regional group of jurisdictions and military installations would like to collaborate on a joint effort – the Oklahoma Military Airspace Compatibility Assessment Mapping Portal (OMACAMP) project.

Commercial and private development projects including communications towers, residential or commercial buildings, solar farms, transmission lines, and wind turbines constructed too close to installations, ranges, and lands beneath designated military training routes pose a threat to current and future military training, operational readiness, and missions conducted at Altus AFB, Fort Sill, Oklahoma City ANG, Tinker AFB, Tulsa ANG, Vance AFB, and other missions using Oklahoma installations and airfields, as well as the National Weather and Air Traffic Radars. Kegleman Air Force Auxiliary Field in Jet, OK is used by the 71st Flying Training Wing based at Vance AFB and the 146th Air Support Operations Squadron with its MC-12 Liberty aircraft is housed at the Will Rogers ANGB in Oklahoma City. Clinton-Sherman Industrial Airpark (also known as the Oklahoma Air and Space Port contains two concrete paved runways and is regularly used by military installations for training and readiness missions. The larger runway is 13,520 feet long by 150 feet wide although the actual paved area measures 15,500 feet by 300 feet. Its size will accommodate any aircraft in the USAF fleet should it be needed for military operations.

It is also important to consider some municipal airports in the study since they are utilized for missions when other military facilities become temporarily unavailable or because of capacity issues. Examples of this would be the recently extended 8,000 foot runway at

Enid's Woodring Regional Airport which can accommodate any of the aircraft that operate from Vance AFB, Frederick Regional Airport and Duncan's Halliburton Field which both support T-6 operations from Sheppard AFB, and many others across the State of Oklahoma. Other Air Force Bases, Naval Air Stations, and Air National Guard facilities have critical missions requiring the use of Oklahoma airspace, ranges, and runways. Although those missions may not be located in the state, their use of Oklahoma contributes to the overall collaboration on airspace use across the state and significantly supports the economies of many smaller Oklahoma communities.

The construction of tall structures or incompatible uses of land can result in adverse effects to the military's mission including communications and frequency interference, vertical obstruction of low-level military training routes (MTRs) and other airspace in the region, and radar interference that degrades the accuracy and reliability of the weather and aircraft surveillance radars (ASRs). Due to existing impacts by structures already in place, the military has already modified their training to facilitate continued military readiness in each of the regions of Oklahoma. Although the military has been able to modify their training and operations to address the encroachment, their ability to modify their training and operations in the future is in question without having to accept a significant degradation of the military mission at each base.

The Oklahoma Aeronautics Commission (OAC) and Oklahoma Strategic Military Planning Commission recognize the necessity for local, regional, and state-wide jurisdictions to play a critical role in mitigating the impacts while ensuring that private development can continue to grow in Oklahoma in a way that is compatible with the military's existing mission. Through the on-going partnership OAC and OSMPC have come together and are committed to the Oklahoma Military Airspace Compatibility Assessment Mapping Portal (OMACAMP) project to provide guidance for compatible development and future project siting to prevent further potential adverse effects to military operations. Tall structures within or near MTRs, particularly wind turbines, are currently the greatest immediate concern, with the locating of Transmission Lines and associated infrastructure, communication towers, and other tall structures also being a threat. Solar and geothermal development has been slow to develop in Oklahoma, but also has the potential to have a negative impact on military operations and will be included as part of this study.

C.4. Background

C.4.1. Intent of the Oklahoma Military Airspace Compatibility Assessment Mapping Portal (OMACAMP) Project.

C.4.1.1. The Oklahoma Aeronautics Commission (OAC) has received a grant from the Department of Defense - Office of Economic Adjustment (OEA) to respond to the issues identified above. OAC and OSMPC in concert with the Commanders of the various installations mentioned above as well as the DoD Siting Clearinghouse will be engaged at every step of the process to ensure close collaboration with this community led process at the local, regional, and state level. This would be accomplished by the OAC RFP process to retain an experienced Consultant to develop the necessary plans, documents, and tools to implement a specific development management process to facilitate and promote the early engagement and collaboration with all jurisdictions, the State, the military, private companies, and landowners. Below are the implementation plan goals, objectives, expectations and organizational structure of the implementation effort. The OMACAMP Program reflects services provided and outlined in the Scope of Work, below, and for the jurisdictions involved in this process.

C.4.2. Goals of the Oklahoma Military Airspace Compatibility Assessment Mapping Portal (OMACAMP) Project.

- C.4.2.1.** Develop a web-based interactive GIS mapping portal that enables all stakeholders in assessing the geographic areas that are best suited for development while minimizing impact to the military missions that use Oklahoma installations, ranges, and airspace.
- C.4.2.2.** Provide an opportunity for continued community development and economic growth, to maintain the military's ability to operate and train, maintain open communication, and conduct comprehensive community planning and collaboration that can help both parties meet their goals.
- C.4.2.3.** Promote compatible siting of development projects and military activities in support of the continued operational utility of Oklahoma's installations, airspace, ranges, and other infrastructure; preserve and protect the public health, safety, and general welfare; protect and preserve military readiness and defense capability while supporting continued economic development; and enhance civilian and military communications and collaboration.
- C.4.2.4.** Assist statewide, regional, and local regulatory processes that ensure early coordination of private development proposals with the relevant State of Oklahoma agencies and the military. The resulting process will assist with the existing/ongoing efforts to ensure compatible siting of projects in the State of Oklahoma.

C.5. Scope of Work

C.5.1. The scope of work is designed to complete the development of appropriate compatible land use tools to address key concerns associated with tall structure and other incompatible development.

C.5.1.1. The following Scope of Work provides an overview of key goals identified above and respond to the Federal Funding Opportunity to address and assist jurisdictions and the military to engage developers and other stakeholders early in the development process resulting in the compatible development of projects

and preservation of the resources to maintain a superior degree of effectiveness for military preparedness.

- C.5.1.2.** Detailed information about work product is described under each task. The goal for the OMACAMP Project for the state of Oklahoma is to accomplish the identified tasks within the proposed 18-month project schedule. The Consultant, will accomplish these tasks through a layered approach wherein each task builds upon the results and progress of each previous task. Our layered approach will allow staff from OAC, OSMPC, and the various associations of governments across Oklahoma, elected and appointed officials, and the public opportunities to review the information collected and developed in each project task. This approach helps to keep the stakeholders informed and involved, leading to a plan and potential outcome responsive to their visions and goals through a high level of stakeholder support.

C.6. Minimum Project Requirements

C.6.1. Project Initiation and Administration

C.6.1.1. Kick-Off Meeting

With assistance from OAC and OSMPC, the Consultant will conduct a kickoff meeting with the project team. At this meeting, the Consultant and the team, will review available data, resolve any data gaps, and identify initial compatibility issues related to military operations and energy development to be addressed.

C.6.1.2. Work Plan Refinement

The initial step for the OMACAMP project is to review and refine, as needed, the OMACAMP Work Plan with the OAC OMACAMP Project Manager. The detailed project timeline and associated work plan tasks will also be confirmed.

C.6.1.3. Project Administration and Management

The Consultant will work with OAC and various Military staff leaders of the installations involved in the OMACAMP process to provide administrative support to the OMACAMP team to accomplish the following program management activities:

- a. Schedule and facilitate team and public meetings;
- b. Prepare meeting notices, agendas, minutes, handout materials, maps, presentation and any other items to accomplish the study objectives;
- c. Provide monthly status reports that detail work in progress, work accomplished, and funds expended. OAC staff will review and distribute to study participants as appropriate. OAC, as project grantee, will provide performance reports to the OEA Project Manager;
- d. Provide written work products and OMACAMP briefs after each major phase of study;
- e. Maintain project performance and schedule.

C.6.1.4. Deliverables

1. Ongoing project management and coordination
2. Kick-off meeting
3. Work plan and project schedule refinement and finalization

C.6.2. Data Collection

The Consultant, will coordinate with local jurisdictions, organizations, the military installations, including the Oklahoma National Guard, the associated councils of government, and private developers to collect all relevant data needed to characterize the existing conditions within the Oklahoma Military Airspace Compatibility Assessment Mapping Portal (OMACAMP) Planning Area. The data collected will include growth trends for each jurisdiction, alternative energy development potential (i.e. wind, solar, and others as appropriate), other incompatible development, existing permitting requirements and regulatory nature for each jurisdiction, specific military mission requirements—the utilization of resources including but not limited to land and air space, and other land use characteristics—land ownership, utility and transmission corridors and rights-of-way, environmental areas of concern, proposed legislation, proposed and/or expected land transfers, and economic impacts. It is assumed that the each sector of private industry will provide relevant information and data related to their industry, issues and concerns. It is assumed that OAC and appropriate jurisdictions will be responsible for providing available mapping data. When parcel specific, digitized mapping data is not available, the Consultant will prepare maps of the features identified to the extent practicable. As the project progresses, the Consultant will work with OAC to develop new GIS data layers or acquire existing GIS data layers from federal, state, and/or local agencies as determined necessary to support the objectives of the OMACAMP and the interactive, web tool for development in the OMACAMP Planning Area.

C.6.2.1. Military Mission Requirements

As part of the data collection, the Consultant will request from the military installations their requirements to accomplish their mission now and in the future. The Consultant will request both plans and GIS layers to ensure the military's requirements well into the future for a long-term planning horizon. The mission requirements should include the utilization of public resources (i.e. public land, air, and water spaces) that could impact public and private land, air, and water spaces. Mission requirements that will be required to assist in the development of the OMACAMP include but are not limited to:

- a. Special Use Airspace, (i.e. Restricted airspace, Military Operating Areas),
- b. Military Training Routes,
- c. Airfield Imaginary Surfaces,
- d. Primary Flight Tracks,
- e. ASR and Weather Radar view sheds
- f. Sea and water spaces used for military training or logistics,
- g. Other land impacted by military mission operations, not mentioned earlier.

The suitability and impact analyses will require spatial data documenting selected information about military bases, military airspace, training routes, and other military operations concerns, as well as energy infrastructure features, project locations and characteristics, and energy market information. This data will be compiled to determine an initial siting map that will provide information about critical public resource assets outside military installations in the OMACAMP Planning Area.

C.6.2.2. Community Requirements

The Consultant will collect community data from various entities, including the Councils of Government, to understand community needs and requirements. Such data will include existing and future land use, utility infrastructure and service areas, water and other environmental resources. The Consultant will compile it and review it for applicability to the development of the OMACAMP. At a minimum, information and data to be collected will include the following:

- a. Military Airspace (i.e., MTR, Drop Zones, SUA, MOA)
- b. Wind resource maps NOAA and NREL
- c. High Power Transmission Lines (existing and proposed)
- d. Communications towers
- e. Baseline regional environmental conditions,
- f. Protected wildlife habitats,
- g. Exclusionary land, i.e. flood plain and easements,
- h. Population density data,
- i. Proposed Economic Development areas and plans,
- j. Zoning for the jurisdictions,
- k. State legislation that affects the jurisdictions
- l. Existing and proposed alternative energy developments, and

Common background layers including roads, aerial imagery and topographic maps, digital elevation models, etc., with high-resolution data for areas close to military facilities will also be required. Data considered sensitive will be protected by applying different levels of authenticated access control. Data required for the suitability and impact analyses could require some data verification - quality checking and potentially reorganizing or re-arranging to make it interoperable with system components.

C.6.2.3. Industry Requirements

The Consultant will work with the impacted industries (renewable energy including wind and solar, oil and gas, telecommunications, agriculture, construction, and others) to summarize the strategic plans,

requirements and challenges associated with developing their industry in concert with military requirements and sustaining into the future these capabilities and capacities.

C.6.2.4. Initial Constraint Mapping

Mapping to be completed by the Consultant in support of the military compatible land use plan will be used to provide 1) background needed for everyone to have an equal understanding of existing conditions, trends, and military and community requirements; and 2) to provide an assessment about development potential and existing constraints.

Maps in the first set can include existing and future land use maps, zoning maps, population/demographic mapping, environmental mapping including wildlife protected areas and flood plain, hazard areas, wind potential, development activity maps, and so forth. These maps will also include areas that are affected by military operations in some way. These can include vertical obstruction mapping, flight corridors, and so forth. Maps in the second set bring all this information together and analyze where there are alternative energy development concerns and where compatibility issues exist and do not exist in the future. A summary of the findings will be presented to the team and public.

C.6.2.5. Stakeholder Identification

While there were jurisdictions initially identified during the development of this scope of work, this will be the timeframe from which the Consultant will identify any other relevant stakeholders including additional municipal and county jurisdictions, state and locally elected officials, state and federal agencies such as the FAA, Oklahoma Department of Commerce, Oklahoma Corporation Commission, etc., alternative energy developers, and other energy stakeholders such as Public Service Company of Oklahoma, Western Farmers Electric Cooperative, etc. The consultant will be responsible for defining and organizing the entities in the data collection phase of this effort with technical assistance from OEA.

Data collection will be conducted by an on-site effort to complement data provided or collected by request (see Task 3). During this site visit(s), the Consultant will conduct individual or small group interviews with identified community stakeholders, energy developers, as well as in-depth interviews with each military installation's leadership and staff stakeholders.

Potential State of Oklahoma agencies:

- Oklahoma Capital Investment Board
- Oklahoma Department of Commerce.
- Oklahoma Conservation Commission
- Oklahoma Construction Industries Board
- Oklahoma Corporation Commission
- Oklahoma Development Finance Authority
- Oklahoma Department of Emergency Management
- Oklahoma Energy Resources Board
- Oklahoma Department of Environmental Quality
- Oklahoma Industrial Finance Authority
- Oklahoma Real Estate Appraiser Board
- Oklahoma Real Estate Commission
- Oklahoma Department of Transportation
- Oklahoma Uniform Building Code Commission
- Oklahoma Department of Veterans Affairs
- Oklahoma Water Resources Board
- Oklahoma Department of Wildlife Conservation

C.6.2.6. Deliverables

1. Military mission requirements summary
2. Community requirements summary
3. Industry requirements summary
4. Initial constraint mapping
5. Initial stakeholder identification

C.6.3. Stakeholder Engagement

The stakeholder engagement process is intended to be open and thorough. It also ensures that all segments in the Planning Area have access to timely information, meaningful and convenient methods of participation, and necessary access to draft documents in advance of public meetings. A key aspect of any outreach for a land use plan should be an education effort that clearly identifies the purpose of the military and energy land use planning effort. This will ensure meaningful feedback as the project moves forward. The Consultant is expected to utilize a variety of outreach methods designed to reach multiple stakeholders involved in or impacted by the alternative energy industry. The methodology will outline which methods are more suited for reaching different types of stakeholders.

C.6.3.1. Stakeholder Engagement – Site Visit(s)

Data collection will be conducted by an on-site effort to complement data provided or collected by request. During site visit(s), the Consultant will conduct individual or small group interviews with identified community stakeholders, private developers, as well as in-depth interviews with each military installation's leadership and staff stakeholders. A key outcome of these interviews will be obtaining information from each interview about any existing or potential compatibility issues that should be discussed in the OMACAMP plan.

C.6.3.2. Stakeholder Engagement Strategy

To be successful and useful, a plan must be a community-based study that builds consensus and obtains buy-in from varied interests and the public (stakeholders) throughout the process. The Consultant will be expected to work with OAC to prepare an engagement strategy that maximizes opportunities for stakeholders to be involved in the compatibility assessment, to participate in identifying possible solutions, and to comment on and discuss the military and land use planning process and documents.

The engagement strategy will address the following components for stakeholder outreach for this plan:

- a. reaching a diverse audience;
- b. soliciting input on the OMACAMP;
- c. providing project announcements;
- d. providing opportunities to the public for identification of issues and development of solutions; and
- e. providing opportunities for public comment.

C.6.3.3. OMACAMP Project Website

The Consultant will be responsible for creating, developing, and maintaining a project website throughout the duration of the project. The website will provide pertinent information about the progress of the project including public meeting notices, draft documents, and schedule-related information.

C.6.3.4. Public Meetings

As part of the stakeholder engagement strategy, the Consultant will prepare for and facilitate public meetings to keep the public and stakeholders up-to-date on the progress of the OMACAMP. The Consultant will work with OAC to determine the number and locations of the meetings that will best serve the stakeholders in the Planning Area.

C.6.3.5. Potential Steering Committee

The Consultant will work with the OAC OMACAMP Project Manager to determine if a Steering Committee is necessary for the project and whether members are representative of all affected stakeholders in the Planning Area. The Consultant will help determine if a committee will improve the success of the OMACAMP process.

C.6.3.6. Potential Focus Groups

The purpose of the potential Focus Groups is to provide the technical expertise, feedback, and real-world experience to the OMACAMP team and to serve as communications liaisons to their respective stakeholder groups.

C.6.3.7. Committee Meetings

If it is determined the OMACAMP project will have a committee and/or focus groups, meetings will be held throughout the course of the project on a regular basis based upon project milestones outlined in the project schedule.

C.6.3.8. Informational Brochures

The Consultant is expected to consider using informational brochures to be distributed to the team and the public during the OMACAMP process. These informational brochures will also be made available in other venues including e-mail, websites, and at public meetings. The brochures will be used to educate and inform the stakeholders about the OMACAMP process throughout the phases of the OMACAMP project.

C.6.3.9. Military Installation and Private Development Tour

The Consultant is expected to work with the OAC Program Manager and the installations to coordinate a tour for the team and any committees that are developed. The tour should provide individuals with a more comprehensive understanding of the military missions, challenges, and constraints imposed by the different types of development that could occur within Oklahoma. In a similar manner, the Consultant is expected to work with the OAC Program Manager and the various industries that will be a part of this OMACAMP project to conduct tour(s) of their facilities to help individuals with a comprehensive understanding of their industry.

C.6.3.10. Public / Elected Officials

The Consultant will assist the OAC with relationship building and outreach to local, state and federal officials representing the participating jurisdictions who will ultimately be responsible for implementing the OMACAMP recommendations and tools.

C.6.3.11. Initial Analysis

The Consultant will evaluate all data that has been collected and identify initial findings and prepare summary. The initial analysis and findings will be presented in a regular scheduled meeting. The team will approve the approach and findings and direct the Consultant to continue analysis and tool development or to re-assess the collected data.

C.6.3.12. Deliverables

1. Site visit(s)
2. Stakeholder Engagement Strategy
3. Website
4. Public meetings
5. Potential Committee meetings
6. Informational brochures
7. Initial analysis summary and presentation

C.6.4. Analysis

C.6.4.1. Existing Policy and Regulation Review

As part of this task, the Consultant will review and summarize copies of current development policies, ordinances, and regulations, land development codes; military regulations; federal and state laws and regulations; building codes and ordinances that address potential impact in the OMACAMP Project Area. Based on the review of existing tools, we will identify which elements may control or reduce potential conflicts between land uses and military operations. If necessary, the Consultant would be available to assist in facilitating the implementation of state and/or local regulations related to military compatibility by providing language in draft format for state and/or local jurisdictions to adopt through their respective public processes.

C.6.4.2. Identification of Existing Land Use Concerns within Current Military Operational Areas

During the OMACAMP process, the Consultant will perform a full evaluation of GIS data and all associated and proposed regulations, plans, and reports to identify existing alternative energy development land uses and to determine their compatibility with current military operational areas. This task will result in a more thorough evaluation of adopted comprehensive plans and ordinances and will focus on potential conflicts and compatibility concerns with the region's military missions and operations.

C.6.4.3. Future Tall and Incompatible Structure Development Potential Analysis

To determine potential growth scenarios and their impact on both military and civilian uses and activities, the Consultant will review all available information pertaining to future growth, including population, development, planned or potential infrastructure expansions, and constraints in the Planning Area. Development projections will be based on existing comprehensive land use plans and ordinances, environmental or infrastructure constraints, local and regional economic development goals and plans, and through the insight provided by gained from stakeholders or public meetings.

C.6.4.4. Future Land Use Impact Assessment

As part of this task, the Consultant will identify future land use off-installation and identify the various potential advantages and disadvantages of each based upon existing and historical conditions, land use and infrastructure concerns, airspace impacts, and future development potential of the Planning Area, and local comprehensive plans. A summary of the findings will be presented to stakeholders and the public in a scheduled public meeting.

C.6.4.5. Deliverables

1. Policy and regulation review
2. Draft regulations for possible state/local adoption
3. Identification of existing concerns
4. Future development potential analysis
5. Future impact assessment
6. Appropriate mapping

C.6.5. Development of Airspace Tools

C.6.5.1. Oklahoma Military and Energy Land Use Plan

Building upon previous tasks, the Consultant will assist OAC, OSMPC, and the State of Oklahoma in developing the OMACAMP that adequately provides guidance for tall and incompatible development throughout the Planning Area. This guidance will also identify areas where tall structures can be ideally located without consultation with the military, locations where tall structure development requires consultation with the military and possibly other military installations and federal and state agencies, and locations where tall structures should not be constructed due to their significant impacts on the military. This guidance will be designed to protect military missions from the impacts of future development, while facilitating private industry's ability to continue to expand in the area in a compatible manner.

C.6.5.2. Interactive, Web-Based Tool

The Consultant will develop the interactive web tool using data collected and any other layers that were created during the process either by the Consultant or stakeholders. The tool should be accessible by local jurisdictions, state officials, private developers, and other interested stakeholders to conduct initial analysis about future potential development projects in the Planning Area. Specific information that the tool should be able to display should be coordinated by the OAC Program Manager. The draft documents and tool will be presented to the public, stakeholders, and other involved entities during a public meeting.

C.6.5.3. Deliverables

1. Draft Oklahoma Military Land Use Plan
2. Draft web-based, interactive tool
3. Public meetings

C.6.6. Final Airspace Tools

C.6.6.1. Interactive Web-Based Tool Testing

The Consultant will conduct several testing opportunities for all interested stakeholders. The testing will meet the needs of each type of stakeholder, i.e. local jurisdiction, community planning department, military, developer, etc.

C.6.6.2. Final Land Use Plan

With additional input from the draft regulatory documents, the Consultant will prepare the final Oklahoma Military Land Use Plan, the various regulatory tools in an adoption-ready format, and the tested interactive, web-based tool. The jurisdictions will then be able to use these documents to facilitate their public process for each in effort to implement these tools prior to the conclusion of the OMACAMP project.

C.6.6.3. Deliverables

1. Final web-based tool, in a ready, deployable format
2. Final land use plan
3. Public meetings

D. EVALUATION

D.1. Evaluation and Award

- D.1.1.** Bids shall be evaluated on the “best value” determination.
- D.1.2.** The State reserves the right to request interviews and clarifications from any or all-responding Bidders.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical Bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. The clarification shall not alter or supplement the Bid.

D.3. Competitive Negotiations of Offers

- D.3.1.** The State reserves the right to negotiate with one, selected, all or none of the Bidders 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 material to an award decision or that may mitigate the State’s risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.
- D.3.2.** 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:
 - D.3.2.1.** Negotiations may be conducted in person, in writing, or by telephone.
 - D.3.2.2.** Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.
 - D.3.2.3.** Terms, conditions, prices, methodology, or other features of the Bid 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 Bid.
 - D.3.2.4.** The requirements of this Solicitation 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.
 - D.3.2.5.** BEST and FINAL – The State may request best and final Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

D.4. Evaluation Process

D.4.1. Determination of Solicitation Responsiveness

A responsive Bid is a Bid that meets all the following Solicitation requirements:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are signed, dated and included with the response.
- Price and Cost, Section H.
- Technical Response

D.4.2. Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation.

D.4.3. Evaluation of Bid

The technical section of the Bid is evaluated based on the Solicitation specifications.

D.4.4. Evaluation of Cost

Cost comparisons are performed.

D.4.5. Interviews

If desired by the evaluation committee, the Bidder may be required to conduct an interview with the evaluation team to further discuss the project and the Bidder's submittals.

D.4.6. Best Value Evaluation of Product/Services

The award of Contract pursuant to this Solicitation to a Bidder is based upon which Bidder best meets the needs of the State.

D.4.7. The State reserves the right to negotiate with one or more Bidders, at any point during the evaluation and may negotiate any and all content of the Bid.

D.4.8. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team, and to respond to any and all questions regarding the Bid if requested by the State prior to award.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

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

E.2. Preparation of Bid

E.2.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.

E.2.2. Information shall be entered on the form provided or a copy thereof.

E.3. Submission of Bid

E.3.1. All Bids must be submitted to OMES – Central Purchasing to the attention of the Procurement Specialist as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.

E.3.2. The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.

E.3.3. Technical Response

Each Bidder must submit two (2) paper copies marked 'copy' (original of paper copy is not required), and three (3) electronic copies on thumb drives, one (1) marked 'original' and the other two (2) marked 'copy'. One (1) thumb drive, marked as the original, will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. The Technical Response, Section E.13.1. through Section E.13.10. must be submitted in a sealed envelope, package, or container. Mark the outside front as, Technical Response, Part A, B or C etc. for all boxes, envelopes or containers needed. Include together in one box, envelope or container, if possible.

Price and Cost

Price and Cost, Attachment A, Section E. 13.11. must be submitted in a separate sealed envelope, package, or container and must be marked, Price and Cost, Attachment A. Include the envelope, package, or container together with Technical Response, if possible.

E.3.4. The name and address of the Bidder shall be inserted in the upper left corner of the sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.

Note: All envelopes to be included in one envelope for delivery. For example, Part A is a box with the paper copies and Part B is the thumb drives and is an envelope placed inside the box. All of the technical response is submitted together in one box but in separate envelopes, package or container as directed above.

E.3.5. Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.

E.3.6. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 004, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

E.3.7. All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.

E.3.8. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack information.

E.3.9. If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error 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 this Solicitation, these exceptions must be clearly and prominently stated in the Bid.

E.3.10. Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.4. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. Solicitation number and solicitation closing date and time must appear on the face of the single envelope, package, or container.

E.5. Solicitation Amendments

E.5.1. If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.

E.5.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.

E.5.3. It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.6. Proprietary and/or Confidential (In Addition to Section A.28.)

E.6.1. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.

E.6.2. If the State CIO does not acknowledge the information as confidential, OMES – ISD will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.7. Oklahoma Open Records Act

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential.

E.8. Communications Concerning Solicitation

The procurement specialist listed on the cover page of this solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

E.9. Administrative Review

E.9.1. Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Time on October 9th, 2019. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to this Solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.10. General Solicitation Questions

E.10.1. Bidder may submit general questions concerning the specifications of this Solicitation. All questions and answers regarding this Solicitation shall be posted to the IT procurement wiki at:

<https://wiki.ok.gov/display/itprocurement/0600000012>

E.10.2. Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access.

https://www.ok.gov/triton/modules/formbuilder/form.php?form_id=d432ccf8aabf5d6355bd1771fab357ca246cd410bcf1394fb7a08606bbc627

E.10.3. In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.

E.10.4. When posing questions, every effort should be made to:

- a) be concise
- b) include section references, when possible; and
- c) avoid use of tables or special formatting (use simple lists).

E.10.5. These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES – ISD website and linked on the wiki. Bidders are advised that any questions received after 3:00 P.M. Central Time on Oct. 16, 2019 shall not be answered.

E.11. P-Cards (submit with response, see E.13.7. Section Seven)

The State of Oklahoma has issued payment cards to most State agencies. The current P-Card contract holder utilizes VISA.

If awarded a contract, will your company accept the State of Oklahoma approved purchase card:

Yes No (check one)

E.12. Electronic Funds Transfer (EFT) (submit with response, see E.13.7. Section Seven)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes No (check one)

E.13. Bid Deliverables

Bids should be tabbed by section as follows:

Note: Bid deliverables are to be submitted in electronic copy on a thumb drive in machine-readable format in the order listed below. The font size shall be no smaller than 11 point. Margins must allow for the document to be readable. The Proposal must be submitted in the sections as listed below.

E.13.1. Section One – Introduction

E.13.1.1. Letter of Introduction

E.13.1.2. Completed "Responding Bidder Information" OMES Form 076.

E.13.1.3. Completed "Certification for Competitive Bid and Contract" OMES Form 004.

E.13.1.4. Signed Amendment(s), if any.

E.13.1.5. Any exceptions to solicitation terms and conditions or agreements that need to be reviewed or executed. Submit all exceptions and agreements in word format for legal review. Do not submit in PDF format.

E.13.2. Section Two – Past Experience

E.13.2.1. Number of years of experience and clients where similar land-use, airspace, or planning type projects have occurred.

E.13.2.2. Experience implementing similar solutions for federal, state, or local government entities? If so, list the agencies and projects.

E.13.2.3. Experience as the prime contractor implementing similar solutions.

E.13.2.4. Detail current contracts for similar services.

E.13.3. Section Three – References

- E.13.3.1.** Provide three (3) references from customers where similar work was performed. References provided must contain a contact person with full contact information (i.e., name and position held, current employer, telephone number, mailing address, e-mail address).

E.13.4. Section Four – Company/Project Information

- E.13.4.1.** Provide company name, address, phone number, EFI number and contact person of consulting firm that will be coordinating the above referenced project, roles of the staff, identification of sub-consultants to be used and their respective roles, and how the consulting firm and sub-consultants will coordinate with each other. Describe the firm's proposed approach to, and familiarity with OAC/OSMPC and other state agencies, DoD/FAA/ other federal agencies, and the aviation community at large.
- E.13.4.2.** Describe the firm's capability to perform all or most aspects of the project. Provide examples of recent experience with similar statewide military land use projects. Describe the firm's ability to complete projects on time and on budget as well as ability to meet schedules and deadlines. Also describe the firm's past experience with other DoD airspace, environmental, or land use type projects.
- E.13.4.3.** Describe the organization of the firm, including an organizational chart showing the interrelationships between staff and their roles at the firm. Identify the firm's contact person(s) for this project and the consultant team leader throughout the duration of the project. Provide relevant résumé information for the firm's key personnel. Include the firm's current workload and the firm's two-year projected workload.
- E.13.4.4.** Describe the firm's understanding of the goals of the OMACAMP project and the firm's potential project strategies, noting possible issues, concerns, and opportunities that should be considered when developing the OMACAMP. Provide examples of the firm's creativity and innovation on past projects that helped create similar statewide land use plans or other DoD airspace related projects.

E.13.5. Section Five – Response to Specifications/Requirements

- E.13.5.1.** Provide detailed response to specifications/requirements in this Solicitation that meet or exceed required minimum specifications.
- E.13.5.2.** All wording with Must, Shall or Will in all sections of this RFP are mandatory requirements.

E.13.6. Section Six – Bidder Agreements

- E.13.6.1.** Bidder shall provide any required software licenses, maintenance and service agreements, as well as, any other similar applicable agreements.
- E.13.6.2.** Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder's original Bid shall not be considered.
- E.13.6.3.** Provide all Section Six documents submitted in word format for legal review. Do not submit in PDF format.

E.13.7. Section Seven – See Sections E11. And E12.

E.13.8. Section Eight – Financial Status. See Section E.14. Awardee Financial Status.

E.13.9. Section Nine – All other mandatory deliverables, must, shall and will, not listed above in the other Sections E.13.1. through E.13.8. Identify the Section of the requirement with the documents submitted.

E.13.10. Section Ten– Hosting Agreement and Hosted Security Questionnaire. Do not submit in PDF format.

E.13.11. Price and Cost-Section H., Attachment A (in excel format only). Do not submit in PDF or Word format.

- E.13.11.1.** All information relating to costs are to be sent in electronic copy clearly marked as "Price/Cost." See Section E.3. Submission of Bid for more detail.
- E.13.11.1.** Provide "Value Added Options", including costs. Submit with Attachment A, Section H. in a separate document.

E.14. Awardee Financial Status

Prior to award the State may choose to request additional information from the Bidder to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

E.15. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

F. CHECKLIST

A Checklist of Submission Requirements is found below. The checklist may be of value to the Bidder in ensuring compliance with RFP requirements. It is recommended that the Checklist be completed and submitted with the proposal package. Submission of this checklist, however, is not mandatory so the failure to submit the Checklist will not result in the rejection of the proposal.

Note: This is not meant to be an all-inclusive list and it is the responsibility of the bidder to complete all the mandatory requirements.

| No. | Description | Yes | No |
|-----|--|-----|----|
| 1 | Responding Bidder Information Form 076 | | |
| 2 | Certificate for Competitive Bid and Contract Form 004 | | |
| 3 | Workman's Comp Insurance Certificate | | |
| 4 | Technical Proposal/Response | | |
| 5 | Vendor Payee form | | |
| 6 | Signed Amendment(s) if any | | |
| 7 | All other mandatory deliverables, must, shall, will, included in the Technical Proposal, | | |
| 8 | Cost and Price, Section H., Attachment A (excel spreadsheet), Added Value Items | | |
| 9 | References (3) three | | |
| 10 | Template J-Hosting Agreement https://www.ok.gov/dcs/searchdocs/app/manage_documents.php?id=1427 | | |
| 11 | Hosted Security Questionnaire-Please follow link below: https://www.ok.gov/cio/documents/SecurityCertification-R.xlsx | | |
| | | | |

G. HOSTING AGREEMENT AND SECURITY QUESTIONNAIRE

G.1. Template J-Hosting Agreement

G.1.1. Include a signed copy of the Hosting Agreement. Use number 10, checklist address above.

G.2. Hosted Security Questionnaire

G.2.1. Include a completed Hosted Security Questionnaire. Use number 11, checklist address above.

Note: Section G. is a mandatory requirement for a hosted solution.

H. PRICE AND COST

H.1. Attachment A

H.2. Added Value Items



Responding Bidder Information

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

1. RE: Solicitation # _____

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 Permit¹:

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.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

| | |
|----------------------|-------|
| Authorized Signature | Date |
| Printed Name | Title |



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

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

Agency Name: _____ Agency Number: _____

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



Vendor/Payee Form

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

DO NOT use this form for:

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

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

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

| | | | |
|---|---|--|---|
| Agency Name | | Contact Name | |
| Phone # | | Fax # | Email |
| Agency Request To – Please select all applicable request types | | | |
| <input type="checkbox"/> Add New Vendor | <input type="checkbox"/> Update Existing Vendor | PeopleSoft 10-digit Vendor ID | _____ |
| <input type="checkbox"/> Add New Address | <input type="checkbox"/> Change Address/Location | PeopleSoft Address # | _____ PeopleSoft Location # _____ |
| <input type="checkbox"/> Change Vendor Tax ID | <input type="checkbox"/> Change Vendor Name | <input type="checkbox"/> Add Alternate Payee Name | PeopleSoft Location # _____ |
| <input type="checkbox"/> Other | Explain _____ | | |
| Vendor 1099 Reportable Status | Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor: | | |
| <input type="checkbox"/> Add: | <input type="checkbox"/> 1 - Rents | <input type="checkbox"/> 2 - Royalties | <input type="checkbox"/> 3 – Other Income |
| <input type="checkbox"/> Remove: | <input type="checkbox"/> 6 - Medical & Health Care | <input type="checkbox"/> 7 - Non-Employee Compensation | <input type="checkbox"/> 10 - Crop Insurance Proceeds |
| | <input type="checkbox"/> 14 - Gross Proceeds to an Attorney | | |

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

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

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

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

U.S. Taxpayer Identification Number (TIN)

Please provide tax identification number applicable for payee IRS tax reporting

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

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

Entity Filing Classification:

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

Limited Liability Company Type: _____

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

Domestic (U.S.) Other Explain: _____

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

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

FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.

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

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>
- **Form W-8BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8imy.pdf>

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

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

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

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

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

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

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

| | | |
|--|--|---|
| <input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents | <input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties | <input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income |
| <input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories | 515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS) | |
| <input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services | 515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation | |
| <input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney | | |