



1. Solicitation #: 3400001596 2. Solicitation Issue Date: 08/13/2018

3. Brief Description of Requirement:

Rape Prevention Education – Services for Evaluator for consultation, education and technical assistance.

Questions regarding this solicitation are due no later than 3:00 PM CDT, August 31, 2018. Questions must be in writing and emailed to patriciab@health.ok.gov. Questions received after this date may not be answered.

4. Response Due Date<sup>1</sup>: 09/12/2018 Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO<sup>2</sup>:

U.S. Postal Delivery Address: 1000 NE 10<sup>th</sup> Street,  
OKC, OK 73117

Common Carrier Delivery Address: SAME

Electronic Submission Address: NOT APPLICABLE

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

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

7. Contracting Officer:

Name: Patricia Bagwell  
Phone: 405-271-4043  
Email: patriciab@health.ok.gov

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments").

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



## Responding Bidder Information

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

1. **RE: Solicitation #** 3400001596

2. **Bidder General Information:**

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>3</sup>:**

☐ 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](http://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.<sup>4</sup>

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

<sup>4</sup> 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.

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Authorized Signature

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Date

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Printed Name

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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: Oklahoma State Department of Health

Agency Number: 34000

Solicitation or Purchase Order #: 3400001596

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

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

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

### **A.2. Bid Submission**

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

### **A.3. Solicitation Amendments**

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

#### **A.4. Bid Change**

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

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

By submitting a response to this solicitation:

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

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

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

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

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

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

#### **A.6. Bid Opening**

Sealed bids shall be opened by the OSDH Procurement located at 1000 NE 10<sup>th</sup> Street  
Oklahoma City, OK 73117 at the time and date specified in the solicitation as the Response Due Date and Time.

#### **A.7. Open Bid / Open Record**

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

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

#### **A.8. Late Bids**

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

#### **A.9. Legal Contract**

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

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

A.9.2.1. Any Addendum to the Contract;

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

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

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

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

#### **A.10. Pricing**

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

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

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

#### **A.11. Manufacturers' Name and Approved Equivalents**

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

#### **A.12. Clarification of Solicitation**

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

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

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

#### **A.13. Negotiations**

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

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

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

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

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

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

#### **A.14. Rejection of Bid**

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

#### **A.15. Award of Contract**

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

#### **A.16. Contract Modification**

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

#### **A.17. Delivery, Inspection and Acceptance**

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

#### **A.18. Invoicing and Payment**

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



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

#### **A.19. Tax Exemption**

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

#### **A.20. Audit and Records Clause**

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

#### **A.21. Non-Appropriation Clause**

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

#### **A.22. Choice of Law**

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

#### **A.23. Choice of Venue**

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

#### **A.24. Termination for Cause**

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

#### **A.25. Termination for Convenience**

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

#### **A.26. Insurance**

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

#### **A.27. Employment Relationship**

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

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

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

#### **A.29. Compliance with Applicable Laws**

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

### **B. Special Provisions**

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

B.1. All terms and conditions herein become the contract between the OSDH and the contractor. The contractor agrees to comply with all of these terms and conditions. Contractor understands and agrees that when any term and/or condition contained within this contract is, or becomes, applicable to the contractor's officers and/or employees, contractor agrees to ensure that its officers and employees (collectively, "organization") abide by the terms and/or condition applicable to organization.

B.2. Contract Period:

This Contract will begin on Date of Award and terminate on January 31, 2019. This Contract shall include an option to renew for up to four (4) additional one (1) year periods. This contract shall not take effect and no services may be provided until the OSDH has in its possession a copy containing original signatures of both parties and a purchase order has been issued. No services shall be provided prior to the effective date

B.3. Contractor Relationship:

In accordance with 2 CFR Part 200 (Uniform Grant Guidance), the relationship between the OSDH and the Contractor for this contract is that of a Vendor.

Federal Award Information:

Award Name: Oklahoma Rape Prevention Education Grant

Award Year: Year 5 of current grant cycle

CFDA Number: 93.136

CFDA Name: Oklahoma Rape Prevention Education Grant

Federal Awarding Agency: Centers for Disease Control and Prevention (CDC)

Amount: \$33,000.00

The OSDH Contract Monitor is responsible for notifying the Contractor of changes to this information.

**B.4. Access to Records Requirements:**

The Contractor agrees to comply with all record retention requirements of 2 CFR § 200.333 - §200.337. The Contractor agrees to maintain required records and supporting documentation, for validation of costs billed to the OSDH, for seven (7) years from the ending date of the contract. The Contractor also agrees to allow the State Auditor's Office, GAO, the Oklahoma Department of Management and Enterprise Services, the OSDH, or their authorized representatives access to the records, books, documents, accounting procedures, practices or any items of the service provider relevant to this contract for purpose of audit and examination. The Contractor further agrees to assure appropriate access by the aforementioned parties to any subcontractor's associated records.

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

**B.5. Advance Payments Prohibited:**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the OSDH.

B.5.1. The OSDH may routinely request supporting documentation to validate vendor payments.

**B.6. Amendments, Unavailability or Redirection of Funding and Cancellation:**

This contract may be terminated, in whole or in part, if the Contractor fails to comply with the terms and conditions of the contract or for other cause. In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the Contractor by certified mail or email. The OSDH may also, based on its determination of agency need, increase or reduce contract amounts and send notification of such changes to the Contractor upon making such changes. The OSDH shall be the final authority as to the availability or redirection of funds. The effective date of such contract termination, increase or reduction shall be specified in the notice. All other modifications or amendments to this contract shall be in writing, dated and executed by both the Contractor and the OSDH. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. With exception of the above, this contract shall be in force until the expiration date, or until 60 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by Certified Mail to the business address of record or by email to the specified Contact Person. In the event this contract is canceled by either party, the OSDH shall be responsible for reimbursement for goods or services received or provided prior to cancellation date. In the event this contract is cancelled under this section, Contractor agrees to take all reasonable steps to minimize termination costs and to comply with the requirements in 2 CFR §200.343 and 200.344. . The OSDH agrees to reimburse Contractor for all work performed prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

**B.7. Applicable Law:**

This contract shall be governed in all respects by the laws of the State of Oklahoma. Jurisdiction and venue for any dispute concerning this contract shall be Oklahoma County, Oklahoma.

**B.8. Assignment and Delegation:**

If the Contractor cannot perform the services as identified in this contract, in whole or in part, the Contractor will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. The Access to Records clause as stated above shall be included in any subcontract. The Contractor will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. The subcontracting of services shall not relieve the Contractor of any responsibility for performance under this contract.

**B.9. Certification Regarding Debarment, Suspension, Proposed for Debarment, or Declared Ineligible for Award of Contracts by any Federal or State Agency:**

By signing the contract, the Contractor attests and assures that no employee or any of its principals performing hereunder:

B.9.1. are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

B.9.2. have, within a three year period preceding this offer, 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 subcontract; violation of Federal or

State antitrust statutes relating to the submission of offers; or, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

B.9.3. have, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local entity; nor,

B.9.4. are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

**B.10. Contact Persons:**

For the purposes of this contract, all contacts with the Contractor shall be directed to its representative: \_\_\_\_\_ at telephone number: \_\_\_\_\_ and email address: \_\_\_\_\_.

Contact information for the OSDH Contact Person shall be provided with the award documentation.

Either party may change the Contact Person upon notice to the other party.

**B.11. Contract Monitoring Plan:**

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

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

Brandi Woods-Littlejohn  
Injury Prevention  
1000 N.E. 10th Street  
Oklahoma City, OK 73117-1299  
(405)271-3430  
brandiw@health.ok.gov

**B.12. Contractor's Relation to the OSDH:**

The Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the OSDH. Neither the Contractor nor any of its officers, employees, agents, or members shall have authority to bind the OSDH nor are they entitled to any of the benefits or worker's compensation provided by the OSDH to its employees. In the event the independent contractor relationship ends in any way, this contract shall automatically terminate without notice. The Contractor shall notify the OSDH Contract Monitor of the change in relationship.

**B.13. Electronic Signatures/Execution in Counterparts**

This document may be executed in counterparts, with each such copy considered an original. Facsimile/scanned and PDF signatures shall be accepted as original. Electronic signatures must be an authorized copy of the hand-written signature or created using a technology that allows the process of signature authentication to be validated. In all cases, the name of the authorized signatory shall be identified as visible on the document. Each party will be responsible for maintaining the security of its electronic signature technology and represents through submission of the signed document that the individual's signature is authorized and valid to bind the organization.

**B.14. Entire Agreement:**

This contract, including referenced attachments, represents all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

**B.15. Equipment and Other Purchases:**

It is understood that no items of equipment, property or other capital purchases shall be reimbursed under the provisions of this contract. Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the Contractor for financial statement purposes, or \$5000.

**B.16. Event of Default:**

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

**B.17. Evidence of Insurability:**

The Contractor shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability as applicable or as required by State or Federal law and shall provide evidence of insurability (Certificate of Insurance) from the insurance carrier prior to commencement of any work in connection with the Contract. The Contractor is also required to comply with applicable Federal and State occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy. The Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the OSDH Purchasing Division with evidence of such insurance and renewals. Such policy shall require thirty days advance notice of cancellation be provided to the OSDH Purchasing Division.

B.17.1. If the Contractor does not carry workers' compensation insurance because it considers their business to be that of an independent Contractor, as defined by the Workers Compensation Act (85A O.S. § 1 et. seq.), and not that of an employee, the Contractor must complete the OSDH Acknowledgment of Independent Contractor Status. (Attachment A).

**B.18. Failure to Comply Statement:**

The Contractor shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Contractor agrees that should it be in noncompliance, the OSDH may impose additional conditions as provided in 2 CFR §200.207; or, as provided in 2 CFR § 200.338, temporarily hold cash payments pending correction of the deficiency, disallow all or part of the cost of the activity or action not in compliance, suspend or terminate the contract in part or in whole, withhold further awards for the project or program, or take other remedies legally available. Compliance with the requirements shall be the responsibility of the Contractor, without reliance on or direction by the OSDH.

**B.19. Force Majeure:**

The Contractor shall not be liable for any damages resulting from any delay in delivery or failure to give notice of delay that directly or indirectly results from the elements, acts of God, delays in transportation, or delays in delivery by any cause beyond the reasonable control of the Contractor.

**B.20. Indirect Costs:**

The Contractor may request reimbursement of indirect costs (IDC) not to exceed the total amount approved for IDC in the current approved line item budget. Indirect Costs are expenses that are not directly related and billed 100% to a particular funding source. The IDC line item amount must be based on a federally approved IDC rate, or the rate approved by the Contractor's cognizant agency; the 10% de minimus rate provided for in 2 CFR Part 200; or, a Cost Allocation Plan submitted to OSDH and included the required certification outlined in 2 CFR Part 200.415(b) explaining the allocation methods.

**B.21. Intellectual Property:**

Rights to inventions, improvements and/or discoveries, whether or not patentable or copyrightable, relating to this contract and made solely by employees of the Contractor, shall belong to the Contractor; however, the OSDH is granted a royalty-free, non-exclusive right to use such inventions/improvements and/or discoveries for its internal research purposes. Rights to inventions, improvements and/or discoveries, whether or not patentable or copyrightable, relating to this contract and made solely by employees of the OSDH, shall belong to the OSDH; however, the Contractor is granted a royalty-free, non-exclusive right to use such inventions/improvements, and/or discoveries for its internal research purposes. Rights to inventions, improvements and/or discoveries, whether or not patentable or copyrightable, which are made as a result of this contract and are made jointly by one or more employees of the Contractor and by one or more employees of OSDH in performance of this contract shall belong to both the Contractor and the OSDH. Ownership will be determined by mutual agreement based on contributions of each party. Contractor certifies compliance with the requirements of 37 CFR Part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements", if applicable.

**B.22. Invoicing:**

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

Name, address and FEI number of the Contractor;

Invoice date;

Period covered by invoice;

Purchase order number;

Any other data, reports, information or documentation required by other conditions of the contract;

Detail of the services provided and be in accordance with the terms and conditions of this agreement.

B.22.1. For invoices involving payment for the Contractor's time, the invoice must be signed and contain the following statement: By my signature, I attest that this invoice is an accurate and true representation of my time in relation to the services provided to the OSDH.

B.22.2. The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH

Injury Prevention Services/Brandi Woods-Littlejohn

Rape Prevention Education (RPE) Evaluator

1000 NE 10TH Street

Oklahoma City, Oklahoma 73117-1299

B.22.3. The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Contractor.

B.22.4. The OSDH may withhold or delay payment to any Contractor failing to provide required programmatic documentation and/or requested financial documentation.

Contractor agrees to provide a prompt pay discount of \_\_\_\_% for any invoices paid within thirty (30) days of receipt of a proper invoice.

B.22.5. The Contractor assures that all costs billed will be supported by documentation that will include, but not be limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization (See "Contractor Relationship" section of this contract). The Contractor further assures that all billings will be based on actual costs incurred and paid. If the Contractor is unable to support any part of their claim to the OSDH and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to OSDH for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and discovery of said part of claim. Liability under this paragraph shall be determined within two years of the discovery of such misrepresentation of fact or fraud by the Contractor.

**B.23. Mandatory Requirements:**

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

**B.24. Non-Collusion Certification:**

The Contractor will complete and return the attached non-collusion certification, OMES-FORM-CP-004. (Attachment B).

**B.25. Non-Responsive Proposals:**

Proposals which do not meet all material requirements of this RFP or which fail to provide all required information, documents or materials may be determined as non-responsive and may not be evaluated. Material requirements of the RFP are those as set forth as mandatory

**B.26. Notices:**

Notices under this contract shall be considered properly delivered when sent by certified mail to the business address of record or by email, delivery receipt requested, to the Contact Person identified in the contract.

**B.27. Oklahoma Taxpayer and Citizen Protection Act of 2007:**

By signing the solicitation, the Bidder warrants and attests its employees and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State laws and regulations related to the immigration status of employees. The Bidder shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish copies of the statements with their Bid. These warranties shall remain in effect through the entire term, including all renewal periods, of the Contract.

All contractors or subcontractors are prohibited by State law from entering into a contract with a public employer for the physical performance of services within this state unless the contractor or subcontractor registers and participates in the Status Verification System to verify information of all new employees.

The Status Verification Service System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (EEV) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**B.28. Other Certifications:**

The Contractor certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973; the Age Discrimination Act of 1975; the Hatch Act; the Pro Children Act of 1994; Drug Free Workplace Act of 1988; the American with Disabilities Act of 1990; Title IX or the Education Amendments of 1972; 31 U.S.C. Section 1352, Public Law 105-78; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act; 41 U.S.C. 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708); the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; mandatory standards and policies relating to energy efficiency as outlined in the State of Oklahoma's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201); 2 CFR § 200.112 (Conflict of Interest); 2 CFR § 200.113 (Mandatory Disclosures); 2 CFR § 200.322 (Procurement of Recovered Materials); and, the Single Audit Act of 1984; as applicable.

**B.29. Personnel Activity Reports:**

The Contractor and any approved subcontractor shall maintain Personnel Activity Reports (PARs) on all employees reimbursed in whole or in part by this contract. PARs must be completed in accordance with the Federal Cost Principles applicable to the Contractor's specific entity type, i.e. State and Local Government, Non-Profit, Colleges and Universities, etc. (Contractors may refer to 2 CFR Part 200.430, 45 CFR Part 75, 7 CFR Part 3016 to determine the applicable Federal Cost Principles, or as determined by the applicable Federal program guidance.) The above requirements will apply to all Contractors regardless of the type of funds being reimbursed to the Contractor by the OSDH.

**B.30. Privacy Clause:**

The Contractor shall, at all times, maintain confidential all information pertaining to any person, patient, or client with whom it has a professional relationship, contact or contract. No information shall be released to any person or party not directly employed by the Contractor without first obtaining such person's, patient's or client's expressed written consent therefore. Confidential information pertaining to any minor shall not be released to any person or party without the express written consent of a custodial parent, court appointed guardian, court authorized foster parent, or authorized self-consenting minor, subject however, to all applicable state and federal statutes, rules and regulations.

**B.31. Procurement Integrity:**

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

**B.32. Protecting and Securing Protected Health Information:**

Incorporated herein in its entirety, and made a part of this contract, is the attached Business Associate Agreement (Attachment C) signed between the Parties.

**B.33. Publication Rights:**

The Contractor and OSDH shall be free to publish the results of this study. Authorship will be determined by mutual agreement of both parties. Publications shall reference Sponsor funding. Confidential information will not be included in the manuscript(s). Publication may be delayed for a reasonable period of time sufficient to protect proprietary interests of OSDH and the Contractor.

If the Contractor wishes to publish results of the studies, the Contractor will furnish OSDH with a copy of the manuscript or abstract disclosing such results 30 days prior to submission to any publisher in order to ensure that confidential information of OSDH is not inadvertently disclosed. The Contractor will delay publication for an additional 30 days to allow OSDH the opportunity to protect proprietary or intellectual property of OSDH related to the data that might be contained in such disclosure. The Contractor will provide appropriate acknowledgement of the source of the data in all publication of results.

**B.34. Statement of Responsibility and Reliability:**

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

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

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

**B.35. Travel and Related Expenses:**

All costs associated with the execution of this contract are included in the costs described in the Contract Expense Cap section of this contract. Additional costs, including travel expenses, will not be reimbursed.

**B.36. Waiver of Breach:**

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

**C. SOLICITATION SPECIFICATIONS**

**C.1. Purpose:**

To obtain services of an organization or individual with demonstrated experience in program evaluation projects preferably involving sexual assault prevention to evaluate the Rape Prevention and Education (RPE) program in Oklahoma using guidelines from the Centers for Disease Control and Prevention (CDC) and provide consultation, education, and technical assistance focused on ensuring a thorough evaluation of the RPE program across the state and RPE prevention educators.

**C.2. Contract Expense Cap:**

The maximum contract total for the services described in this Request for Proposal (RFP) is \$33,000 for year one (1) due to year one (1) not being a full year and \$50,000 per full year thereafter for the term of the five (5) year agreement. Contractor will be paid in arrears upon review and approval of deliverables in accordance with the attached line item budget upon receipt of a complete and approved invoice.

**C.3. Duties of the contractor:**

- C.3.1. Conduct a comprehensive program evaluation of the RPE program.
- C.3.2. Develop a logic model for the Oklahoma RPE Program.
- C.3.3. Conduct an *Indicator Selection Readiness Assessment* and submit summary findings.
- C.3.4. Complete the *Indicator Selection Criteria* to prepare for identifying outcome indicators.
- C.3.5. Develop recommendations to increase monitoring of state-level sexual violence indicators.
- C.3.6. Update the state evaluation plan to include sexual violence outcome measures and assist OSDH Injury Prevention Service (IPS) employee(s) in implementing the plan.

**C.4. Duties of the OSDH**

- C.4.1. Designate an OSDH IPS employee to serve as the Coordinator for the evaluation project to work with the contractor throughout the process to ensure project deliverables are being met in accordance with the CDC RPE program evaluation requirements and the proposed work plan.



- C.4.2. Identify and provide information and access to contractors providing education for the RPE program in their communities.
- C.4.3. Provide materials, data, and reports for the project. Review and approve contractor materials in accordance with applicable terms and conditions.
- C.4.4. Consult with the contractor on guidelines and updates as provided by CDC in regards to evaluating RPE programs.
- C.4.5. Develop, in partnership with the contractor, appropriate training materials, toolkits, and other materials for improving rape prevention education. If a report is the result of a finished project, contract monitor will submit the finalized report to the Department of Libraries.
- C.4.6. Perform additional activities proposed by the contractor and acceptable to OSDH.
- C.4.7. Participate in meetings and conference calls with the contractor to review strategies and develop enhancements for the project.

## **D. EVALUATION**

- D.1. Proposals will be evaluated on the "best value" determination in accordance with 74 O.S. § 85.2 (2).
- D.2. The criteria this proposal will be evaluated on are listed below:
  - D.2.1. Experience
  - D.2.2. Organizational Capacity
  - D.2.3. Detailed Work Plan
  - D.2.4. Schedule of deliverables
  - D.2.5. Budget

## **E. INSTRUCTIONS TO BIDDER**

### **E.1. Introduction**

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

- E.1.1. Prior to providing any response to the RFP, please review the entire RFP
- E.1.2. Comply with all instructions.
- E.1.3. Proposals will be considered ineligible for submission and will not be reviewed if any of the following occur:
  - E.1.3.1. Proposal was not submitted by the stated deadline (date and time).
  - E.1.3.2. Proposal does not include the entire and completed RFP proposal package and any amendments.
  - E.1.3.3. Proposal does not comply with all requirements of the proposal process and solicitation instructions.
  - E.1.3.4. Proposal does not meet OSDH purchasing guidelines.
- E.1.4. Offerors, by submitting their responses to this RFP, agree to comply with all terms and conditions contained herein. Upon award, the RFP document and the Offeror's response will become a contract between the Offeror and the OSDH.
- E.1.5. This RFP is a contract for services and shall not be considered an employment contract.

### **E.2. Proposal Package**

- E.2.1. Responses to this Solicitation should be organized in the below order:
  - E.2.1.1. OMES Form CP-076 (Responding Bidder Information).

E.2.1.2.OSDH Acknowledgment of Independent Contractor Status. (Attachment “A”)

E.2.1.3. OMES form CP-004 (Non- Collusion Certification). (Attachment “B”)

E.2.1.4. Business Associate Agreement (Attachment “C”)

E.2.1.5. Experience-

E.2.1.6. Certificate of insurance: General Liability and Worker’s Compensation are required. If the bidder does not carry insurance but instead is an Independent Contractor, complete and return the OSDH Acknowledgement of Independent Contractor Status referenced in Section B.17.1.

E.2.1.7. Acknowledgement of Solicitation Amendments (if applicable).

E.2.1.8. Provide a response to each of the questions in Section E.5. Respond completely and concisely to each question in the order the questions are presented. Evaluation committee members are not required to locate or use information contained elsewhere in the bidder’s proposal when scoring the response to an individual question. DO NOT include or attach materials that are not specifically requested. Extraneous materials will not be reviewed.

E.2.1.9. Schedule of Deliverables Section E.6.

E.2.1.10. Cost- provide information requested in Section H.

### **E.3. Submissions / Copies**

E.3.1. Response may be emailed to Patriciab@health.ok.gov. Original hard copies are preferred. If submitting via email, include scanned images of the completed proposal and the signed forms. Include in the subject line “Response to ” and the due date of the response along with the Solicitation number.

E.3.2. PDF is an acceptable format for solicitation responses.

E.3.3. Fax is not an acceptable format for solicitation responses.

### **E.4. Questions Submittal**

E.4.1. All questions must be emailed to the OSDH Contracting Officer.

E.4.2. Communication with any OSDH employee other than the designated Contracting Officer may result in your proposal being deemed as non-responsive.

E.4.3. All questions regarding this solicitation must be emailed no later than 08/31/2018 at 3:00 p.m. CST. Questions are to be emailed to Patriciab@health.ok.gov. The subject line should include “Question(s) for and include solicitation number”

E.4.4. Questions received after this date may not be answered.

E.4.5. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, vendors will be notified the amendment is available on our website. Questions shall be answered and posted no later than 08/31/2018

### **E.5. The RFP response must include the following:**

E.5.3. Experience

Include a description of current staffing and expertise that will be available to the project. Include a list of program evaluation projects implemented within the past 5 years, with the project start and end dates, and the type of programs evaluated. (Not to exceed 2 (two) Pages.

E.5.3.1. How many evaluator FTEs are proposed for the project?

E.5.3.2. Will the project have other staff such as support staff and information technology services.

E.5.3.3. Does the organization have previous experience with program evaluation within the past 5 years?

### **E.5.4. Organizational Capacity**

E.5.4.1. Provide a brief narrative description of a specific program evaluation project the organization implemented and completed or one that is ongoing. Include types of evaluation techniques utilized

through these efforts, and successes and challenges. Not to exceed 2 (two) pages. Include 1(one) letter of support/reference (Not included in page count).

E.5.4.1.1. List types of programs evaluated?

E.5.4.1.2. Describe evaluation techniques utilized?

E.5.4.1.3. Provide successes and challenges.

E.5.4.2. Does the above experience involve young children and/or their caregivers?

**E.5.5.** Provide a work plan for the RPE program evaluation. The work plan narrative should be limited to no more than 4 pages single space, use Calibri 12-point font with one-inch margins. Describing how the contractor proposes to evaluate the RPE program. Attach examples of relevant reports and /or work products

E.5.5.1. The Work Plan should include:

E.5.5.1.1. Include a logic model/updates.

E.5.5.1.2. conducting the Indicator Selection Readiness Assessment

E.5.5.1.3. Provide Indicator Selection Criteria to prepare for identifying outcome indicators

E.5.5.1.4. Recommendations to increase monitoring of state-level sexual violence indicators

E.5.5.1.5. State evaluation plan to include sexual violence outcome measures

E.5.5.1.6. Annual evaluation findings

E.5.5.1.7. Annual work plan(s)

E.5.5.1.8. Development of Trainings

E.5.5.1.9. Development strategies & enhancements

E.5.5.1.10. Final evaluation report.

E.5.5.1.11. Knowledge of sexual assault prevention

E.5.5.1.12 Examples of relevant reports or work products.

**E.6. Schedule of Deliverables:**

E.6.1. Provide a proposed schedule and timeline for all items in E.6.1.1. through E.6.1.10. Not to exceed 2 (two) pages for providing each deliverable.

E.6.1.1. Provide schedule and timelines for logic model/updates.

E.6.1.2. Provide schedule and timelines for conducting the Indicator Selection Readiness Assessment

E.6.1.3. Provide schedule and time line for Indicator Selection Criteria to prepare for identifying outcome indicators

E.6.1.4. Provide schedule and time line for recommendations to increase monitoring of state-level sexual violence indicators

E.6.1.5 Provide schedule and time line for State evaluation plan to include sexual violence outcome measures

E.6.1.6. Provide schedule and time line for Annual evaluation findings

E.6.1.7. Provide schedule and time line for Annual work plan(s)

E.6.1.8. Provide schedule and time line for Development of Trainings

E.6.1.9. Provide schedule and time line for Development strategies & enhancements

E.6.1.10. Provide schedule and time line for Final evaluation report.

### **E.7. Cost**

Costs should be all inclusive. Budget may be based upon proposed deliverables scheduled at an hourly rate, including travel. Figures rounded to nearest whole dollar.

E.7.1. A budget narrative including an explanation of how funds are to be spent should be attached.

E.7.1.1. Applicants must adhere to Congressional legislation (Section 393B of the Public Health Service Act [42 U.S.C. 280b-1c]). The legislation stipulates the following:

E.7.1.2 Applicants may not use more than five percent of the amount received for each fiscal year for administrative expenses. This five percent limitation is in lieu of, and replaces, the indirect cost rate.

E.7.1.3. Complete cost proposal in H.2.2 outlining costs associated with hosting the exhibit.

### **F. CHECKLIST**

☐ None

### **G. OTHER**

☐ None.

### **H. PRICE AND COST**

H.1. The total amount available for the services described in this Request for Proposal (RFP) shall not exceed \$33,000 the first year and \$50,000 for four one-year options. The amount shall be reimbursed in arrears upon presentation of invoice(s) with accompanying receipts.

#### **H.2. YEARS**

H.2.1. YEAR ONE \$ \_33,000\_\_\_\_\_

H.2.2. YEAR TWO \$ \_50,000\_\_\_\_\_

H.2.3. YEAR THREE \$ \_50,000\_\_\_\_\_

H.2.4. YEAR FOUR \$ \_50,000\_\_\_\_\_

H.2.5. YEAR FIVE \$ \_50,000\_\_\_\_\_

**OKLAHOMA STATE DEPARTMENT OF HEALTH  
CERTIFICATION OF INDEPENDENT CONTRACTOR STATUS**

1. I, \_\_\_\_\_ (Name of Individual) operating as \_\_\_\_\_ (independent contractor's business name), have agreed to provide services to Oklahoma State Department of Health (OSDH).
2. I have read the fact sheet on page two of this certification and understand that an independent contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Independent Contractor Status, I am requesting OSDH's Policyholder to classify my business to be that of an independent contractor; that I am not an employee under the Worker's Compensation Act and the policy held by the OSDH for Worker's Compensation Insurance for its employees; and that no premium be charged for the services performed pursuant to this job/project by my business during the policy year.
4. I am an independent contractor, not an employee of the OSDH. I do not want worker's compensation insurance and understand that I am not eligible for Workers' Compensation benefits.
5. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Workers' Compensation Act.
6. I have read and signed the fact sheet describing what is an Independent Contractor on page two of this certification, and the information provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of any insurance policy containing false, incomplete or misleading information is guilty of a felony.

**Independent Contractor Signature**

**Date** \_\_\_\_\_ **Printed Name** \_\_\_\_\_

**Title** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Business Name** \_\_\_\_\_

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# SOLICITATION REQUEST

☐ Request for Quote

☐ Request for Proposal

☐ Request for Bid

**Dispatch via Print**

**Department of Health**  
OKLAHOMA STATE DEPT OF HEALTH  
SHIPPING & RECEIVING  
1000 NE 10TH ST  
OKLAHOMA CITY OK 731171299

Request Quote ID.	Date	Buyer	Page
3400001596	08/10/2018	Patricia Bagwell	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	08/14/2018 11:43 AM	09/12/2018 03:00 AM	
Requisition Number Reference: TMA007400 RAPE PREVENTION			

**Ship To:** OKLAHOMA STATE DEPT OF HEALTH  
SHIPPING & RECEIVING  
1000 NE 10TH ST  
OKLAHOMA CITY OK 731171299

**Bill To:** OKLAHOMA STATE DEPT OF HEALTH  
ACCOUNTS PAYABLE  
1000 NE 10TH ST  
OKLAHOMA CITY OK 731171299

**Supplier:** NAME

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

## Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	86132000 / Rape Prevention Education Services of an Evaluator for Consultation, education, and technical assistance	1	YR		

YEAR 1: Date of Award through 01/31/2019

Service meets specifications Yes No If no, please explain:

\$ \_\_\_\_\_

YEAR 2: 01/30/2019 through 01/31/2020

Service meets specifications Yes No If no, please explain:

\$ \_\_\_\_\_

YEAR 3: 01/30/2020 through 01/31/2021

Service meets specifications Yes No If no, please explain:

\$ \_\_\_\_\_

YEAR 4: 01/30/2021 through 01/31/2022

Service meets specifications Yes No If no, please explain:

\$ \_\_\_\_\_

YEAR 5: 01/30/2022 through 01/31/2023

Service meets specifications Yes No If no, please explain:

\$ \_\_\_\_\_

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

## COMMENTS:

The State of Oklahoma will use best value criteria in accordance with Oklahoma Statue Title 74, Section 85 in evaluation of bids.

Contract Period: DATE OF AWARD through January 31, 2019 with option to renew four (4) one-year periods.

## AGREEMENT PERIOD:

YEAR 1: Date of Award through 01/31/2019

YEAR 2: 01/30/2019 through 01/31/2020

YEAR 3: 01/30/2020 through 01/31/2021

YEAR 4: 01/30/2021 through 01/31/2022

YEAR 5: 01/30/2022 through 01/31/2023

This solicitation, along with resultant Purchase Order, constitutes the entire agreement. No additional

## This is NOT AN ORDER

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

**Unauthorized**



# SOLICITATION REQUEST

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☐ Request for Proposal

☐ Request for Bid

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SHIPPING & RECEIVING  
1000 NE 10TH ST  
OKLAHOMA CITY OK 731171299

**Bill To:** OKLAHOMA STATE DEPT OF HEALTH  
ACCOUNTS PAYABLE  
1000 NE 10TH ST  
OKLAHOMA CITY OK 731171299

**Supplier:** NAME

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

## Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
	agreements will be signed.				

Any agreement, which will be a requirement for purchase under this contract, must be submitted with the bid proposal.

Bid must be completed as requested. Bidder information such as FEI #, Company Name, and Address needs to be completed on the first page of the bid sheet. Failure to supply this information and to complete bid as requested may result in bid being deemed as non-responsive.

To be billed in arrears.

Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause, or when conditions preclude the 30 day notice.

The termination clause applies to the contract in its entirety, or any portion of the contract thereof.

This contract shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract.

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

THIS CONTRACT SHALL BE CONSIDERED TO BE IN FORCE UNTIL THE EXPIRATION DATE OR UNTIL 30 DAYS AFTER NOTICE HAS BEEN GIVEN BY EITHER PARTY OF ITS DESIRE TO TERMINATE THE CONTRACT.

FUNDING: Due to possible future reductions in State and/or Federal appropriations, the Department cannot guarantee the continued availability of funding for this contract, notwithstanding the considerations stated above. In the event funds to finance this contract become unavailable, either in full or in part, due to such reductions in appropriations, the Department may terminate the contract or reduce the consideration upon notice in writing to Vendor. The Department shall be the final authority as to the availability of funds. In the event of non-appropriation or discontinuance of funding for this contract, the vendor will be paid for products and/or services provided up to the effective date of termination.

## This is NOT AN ORDER

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

**Unauthorized**