



Solicitation Cover Page

1. Solicitation #: 4230000002

2. Solicitation Issue Date: 04/03/2018

3. Brief Description of Requirement:

The State seeks to engage the services of a consulting firm that will conduct independent comprehensive performance audits which would include an assessment of efficiency, effectiveness, and compliance with policies and the operations of state agencies, divisions, programs, and accounts.

4. Response Due Date¹: 05/03/2018

Time: 3:00 PM CST/CDT

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

U.S. Postal Delivery Address: 5005 N. Lincoln Blvd

Oklahoma City, OK 73105

Common Carrier Delivery Address: 5005 N Lincoln Blvd

Oklahoma City, OK 73105

Electronic Submission Address: N/A

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

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

7. Contracting Officer:

Name: Robert Goad

Phone: 405-522-5103

Email: robert.goad@omes.ok.gov

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

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



Responding Bidder Information

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

1. RE: Solicitation # 4230000002

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: Legislative Service Bureau

Agency Number: 42300

Solicitation or Purchase Order #: 4230000002

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

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A. GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1.** "Acquisition" means items, products, materials, supplies, services, and equipment 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 Central Purchasing Division 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 RESPONSES 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 Central Purchasing Division 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 Central Purchasing Division.

A.3.3. It is the bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

A.4.1. If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division 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.4.2. A bidder who wishes to withdraw a proposal must submit a written request to APAC. An authorized partner of the firm must sign the withdrawal.

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 Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as 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 Central Purchasing Division 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 Central Purchasing Division, 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.10.4. The cost of developing and submitting the proposal is entirely the responsibility of the bidder. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, and other costs associated with this Request for Proposal.

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 Central Purchasing 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

- A131. 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.
- A132. 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:
- A133. Negotiations may be conducted in person, in writing, or by telephone.
- A134. 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.
- A135. 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.
- A136. 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

- A151. 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.
- A152. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

- A.16. 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.17. Contract Modification

- A171. 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.
- A172. 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 Central Purchasing Division 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.18. Delivery, Inspection and Acceptance

- A181. 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.
- A182. 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 Central Purchasing Division.

A.19. Invoicing and Payment

- A191. 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.
- A192. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A193. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A194. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A195. 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.20. Tax Exemption

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

A.21. Audit and Records Clause

- A21.1. 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.
- A212. 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.22. 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.23. 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.24. 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.25. Termination for Cause

- A251. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A252. 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.
- A253. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.26. Termination for Convenience

- A261. 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.
- A262. 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.27. 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 Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.28. 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.29. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance

with 25 O.S. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify .

A.30. Compliance with Applicable Laws

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

A.31. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Contract Period

This contract will be effective the date of award through one (1) year and may be renewed for four (4) additional one-year periods with the same terms and conditions upon the sole discretion of the State of Oklahoma..

B.2. Extension of Contract

The State may extend the term of this contract for up to ninety (90) day intervals if mutually agreed upon by both parties in writing.

B.3. Approval of Contract

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 the approval to the supplier.

B.4. Bid Proposal Content and Format

B.4.1. The State understands there is a wide scope of services offered by state government. Due to this fact, an individual bidder may not have in-house expertise or experience in one or more priority service categories. The State welcomes responses that leverage the experience and expertise of subcontractors to successfully help execute the project's objectives. In order to be considered for selection, proposals must be completely responsive to this Request for Proposal.

B4.1.1. The following format should be followed as closely as possible:

B4.1.2. Technical Proposal. Indicate how your firm intends to meet the requirements stated in this Request for Proposal. As stated above, the State welcomes a proposal from a primary contractor with support from one or more subject matter expert subcontractors.

B4.1.3. Cost Proposal. Submit fee information for the proposed work. While cost is important in the final award process, the State ultimately will be seeking best value.

B.5. Invoices

Invoices are to be submitted monthly by mail to Legislative Service Bureau

2300 N. Lincoln Blvd

B30

Oklahoma City, City, 73105

B.6. Travel

All travel under this contract shall be reimbursed subject to the terms and amounts set forth in the State Travel Reimbursement Act.

B.7. Supplier Employees or Agents

The provisions of this agreement bind supplier's employees or agents, if any, who perform services for the state under this agreement. At the request of the state, supplier shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "employment relationship", the state shall not be responsible for supplier's employees for any employee compensation insurance, paid vacation, or any other employee benefit.

B.8. Changes

All suppliers' changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the state.

B.9. Additional Requirements

The bidder must not have any delinquent taxes due the State of Oklahoma. The bidder shall submit a tax clearance certificate prior to entering into a written contract.

B.10. Subcontractors

- B.10.1.** Any subcontract to which the state has consented shall be in writing and shall be attached to the contract as an exhibit and shall in no way limit the terms and conditions of the contract. No substitutions may be made after the award or amendment of the contract as described in this section below.
- B.10.2.** Bidder is allowed to subcontract part of the contract if the bidder has provided adequate information about the subcontractor, including staff and office qualifications, and described specifically what areas the subcontractor will audit, in the proposal.
- B.10.3.** The bidder is also allowed to subcontract part of the contract if deemed necessary by the bidder after the award of the contract. Any subcontractor shall be approved in writing and signed by the parties and shall be attached to the contract as an amendment. The bidder shall provide information about the subcontractor, including staff and office qualifications, and describe specifically what areas the subcontractor will audit. If the state does not approve the subcontractor, then the bidder shall conduct the audit work.
- B.10.4.** All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor. All subcontract agreements shall contain provisions for the state access to the subcontractor's books, documents and records and for inspections of its work by the state. No subcontract agreement or delegation of work shall relieve or discharge the bidder from any obligation, provision or liability under the contract.
- B.10.5.** Any action of a subcontractor which, if done by the bidder, would constitute a breach of the contract shall be deemed a breach by the bidder and have the same legal effect.
- B.10.6.** The State requires tax clearance certificates for all subcontractors be submitted with the proposal, and that the bidder additionally provide subcontractor(s) legal company name, contact information and tax ID number (FEIN/TIN) as well.
- B.10.7.** The bidder shall be responsible for all services in this contract whether or not the bidder produced them.

B.11. Partial Performance

- B.11.1.** Should the bidder fail to comply with the provisions of the contract to the satisfaction of the State, payment for portions of the contract will be withheld until such time as the contract terms have been implemented. This condition also allows for administrative, contractual, and legal remedies as determined appropriate by the Attorney General of the State of Oklahoma where it appears that the contractor has violated, breached, or defaulted on the contract terms.

B.12. Assignment

The bidder shall not assign, convey, encumber, or otherwise transfer its rights or duties under the contract without the prior written consent of the state. The State may reasonably withhold consent for any reason. The assignment, conveyance, encumbrance or other transfer by the bidder without the prior written consent of the state may result in termination of the contract.

B.13. Conflict of Interest

The bidder shall not knowingly employ, during the period of the contract or any extensions to it, any professional personnel who are also in the employ of the State and providing services involving this contract or services similar in nature to the scope of the contract to the State. Furthermore, the bidder shall not knowingly employ, during the period of the contract or any extensions to it, any State employee who has participated in the making of the contract until at least two years after such individual's termination of employment with the State.

If the bidder becomes aware of any non-audit relationships with any State agency, employee, component unit, or sub-recipient, or if the bidder becomes aware of any conflict of interest or potential conflict of interest in fact or in appearance, the bidder will notify the state within five business days by providing to the state a written description of the facts and circumstances. Failure to disclose any such situation or any potential conflict of interest may result in termination of the contract.

B.14. Bidder Project Manager

The bidder shall designate a project manager who shall be the contact with APAC. The Project Manager will oversee all activities for the bidder.

B.15. APAC Liaison

APAC shall appoint a liaison to the bidder throughout the project. The bidder shall include the liaison in scheduling all entrance, update, or exit conferences with any State agency or component unit.

Prior to the bidder contacting any State agency or related entity, the bidder shall give notice to the liaison. The liaison shall send an introduction letter to the agency head and copy agency staff that is determined to be contacts for purposes of the project.

B.16. Personnel, Supplies and Equipment

The bidder shall be responsible for personnel, supplies, and equipment.

B.17. Materials and Workmanship

The bidder shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by the contract, within the time specified, in accordance with the provisions as specified.

B.18. Publications

B.18.1. None of the provisions of the contract shall be construed to prohibit the publication by the bidder of any reports, information, data or other documents prepared or assembled by the bidder under the contract; EXCEPT, as follows:

B.18.2. No reports, maps, or other documents produced in whole or in part under the contract shall be the subject of an application for copyright by or on behalf of the bidder.

B.18.3. Contents of the Preliminary Report or Final Report may not be released in violation of the contract or statelaw.

B.18.4. No reports, maps, or other documents may be used as or within advertisements or marketing material for the bidder.

B.19. Notices

All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be in writing and shall be made by: (1) personal delivery, (2) United States mail, postage prepaid, return receipt requested, (3) by overnight delivery, prepaid, (4) e- mail, or (5) facsimile. Notice by mail shall be presumed to have been received within three days of mailing.

Notices to the State of Oklahoma shall be addressed as follows: Legislative Service Bureau

2300 N. Lincoln Blvd

B30

Oklahoma City, City, 73105

HIPAA Confidentiality

Per the Health Insurance Portability and Accountability Act (1996) (HIPAA), state agencies are a covered entity under the act and therefore the bidder is not permitted to use or disclose health information in ways that state agencies cannot. This protection continues as long as the data is in the hands of the bidder.

The bidder shall establish and maintain procedures and controls acceptable to the LBC to protect the privacy of members' information. Unless the bidder has the member's written consent, the bidder shall not use any personally identifiable information obtained for any reason other than that mandated by the contract.

C. SOLICITATION SPECIFICATIONS**C.1. Introduction**

C.1.1. The State of Oklahoma ("State") has as public policy objectives, with accompanying statutory requirements, the delivery of quality essential services to the citizens while achieving a constitutionally mandated balanced budget with adequate reserves. To that end, the State seeks to engage the services of a consulting firm that will conduct independent comprehensive performance audits which would include an assessment of efficiency, effectiveness, and compliance with policies and the operations of state agencies, divisions, programs, and accounts.

- C.1.2.** The State passed the "Agency Performance and Accountability Act" ("Act") in May, 2017. The Act created the "Agency Performance and Accountability Commission ("APAC") composed of nine (9) private sector citizens appointed by the Governor, Speaker of the House, and President Pro Tempore of the State Senate.
- C.1.3.** The performance audits required in the Act are for each appropriated executive branch agency having total state appropriations for a fiscal year which rank the agency in the highest twenty (20) such agencies. APAC shall develop a schedule under which a performance audit for each agency shall be conducted at least once every four (4) fiscal years.
- C.1.4.** The performance audits conducted are to include, but is not limited to, a review and analysis of the economy, efficiency, effectiveness and compliance of the policies, management, fiscal affairs and operations of state agencies, divisions, programs and accounts

C.2. General Objectives

This engagement will have four (4) primary objectives:

- C.2.1.** Objective 1 (Mandates Analysis) - Conduct a comprehensive diagnostic analysis of services provided to determine if the services are legally mandated by authorities which would include: statutorily, constitutionally, legal agreement, or grant requirements Conduct a comprehensive determination of what the legal mandates are for each agency.
- C.2.2.** Objective 2 (Performance) - Conduct a comprehensive assessment of those services which are legally mandated and determine if the performance of those services are measured for achieving or non-achieving against established goals and objectives of the agency.
- C.2.3.** Objective 3 (Structure and Budgeting Process) -Conduct a comprehensive assessment of the organizational structure of the agency to determine if it is designed to reach the maximum potential for the effective and efficient delivery of the services provided by the agency. Included in this is an assessment of the State's budgeting and appropriation process.
- C.2.4.** Objective 4 (Opportunities)-As a result of the findings in Objectives #1-#3, to recommend opportunities for any or all of the following: cost savings, revenue generation/recovery, elimination of services, private sector provider of services, identification of best practices that can be implemented, public/private partnerships, consolidation, outsourcing, and statutory and/or regulatory changes

C.3. Scope of Work: (Efficiency and Cost-Savings Opportunities)

The bidder will be expected to explore savings that may be derived either directly through expenditure reductions, indirectly through enhanced investment or expenditures that may result in greater efficiencies or productivity, or through process changes of any kind including, but not limited to, the following areas:

- C.3.1.** *Government Role - Identify current services or funding that could be considered outside the scope of essential state governmental services and non-mandated based on a comparative analysis of what essential services other states may or may not provide as well as what legal requirements mandate that the service be provided by the State.*
- C.3.2.** Service Levels - Identify areas where the current level of service potentially exceeds what is necessary and could be reduced to decrease costs.
- C.3.3.** Service Delivery - Identify current service delivery models and opportunities to deliver services more efficiently.
- C.3.4.** Consolidation - Identify opportunities to combine agencies or activities to realize economies of scale, eliminate redundancies, or otherwise improve efficiency.
- C.3.5.** Shared Services (Internal) - Identify common functions across agencies ("horizontal") that could be incorporated into a shared services model to improve efficiency.
- C.3.6.** Shared Services (External) - Identify state agency functions or services that could be more efficiently delivered in cooperation with non-profit and/or for-profit organizations and entities.
- C.3.7.** Leveraging Federal or Charitable/Educational/Medical/Research Etc. Foundations and/or Grants- Identify opportunities solely within existing state services to leverage or maximize federal or foundational monies, grants or programs in order to lower state expenditures and save the state taxpayer money.

- C.3.8.** Technology- Identify opportunities to digitize services, automate processes, or otherwise expand the use of technology to improve both efficiency and effectiveness.
- C.3.9.** Human Resources - Identify areas where the structure, capabilities, or incentives for the State's workforce could be improved.
- C.3.10.** Privatization - Identify opportunities to outsource, implement managed competition, or privatize functions the State currently performs in-house. As part of this effort, develop and execute a process whereby private sector entities can offer unsolicited proposals or white papers to enhance service quality, employee productivity, or cost savings.
- C.3.11.** Facilities - Identify opportunities for the State to make more efficient use of its facilities and other real assets, including the shedding of unused or underused assets.
- C.3.12.** Revenue - Identify opportunities for the State to improve its revenue discovery, recovery, and collection of all revenues that is owed to the State.
- C.3.13.** Responses are to include the recommendations on priority areas or agencies where the bidder believes significant opportunities for efficiencies and cost savings may exist. State agencies with no or relatively insignificant state general fund expenditures, except those with significant dedicated state revenue sources, are not priorities in this Request for Proposal. The agencies completely excluded from the scope of this Request for Proposal include:
- C.3.14.** The Legislature and agencies within the Legislative Branch are excluded.
- C.3.15.** The Judicial Branch and agencies within the Judicial Branch are excluded.
- C.3.16.** City and county local governments and any subdivisions thereof are excluded.

C.4. Scope of Work: (Budget Process)

The bidder will be expected to identify opportunities to improve the State's budget process itself, based on best practices observed elsewhere in governmental areas and within the private sector. Those best practices could include, but are not limited to, the following:

- C.4.1.** Zero-based budgeting
- C.4.2.** Budget roles and accountability
- C.4.3.** Sunset process

C.5. Deliverables

This engagement will be conducted in two phases. The bidder will be responsible for providing a report to The State the following:

C.5.1. Phase 1 (Preliminary Report)

The bidder will provide a preliminary report on its recommendations to the state by September 28th, 2018.
At a minimum, the preliminary report will include the following items:

- C.5.2.** The bidder's diagnostic analysis of the Objectives #1 thru #3
- C.5.3.** A prioritized opportunity list of cost savings and efficiency recommendations. These recommendations should be grouped into short-term opportunities which can be implemented within the current budget cycle, medium-term opportunities which can be implemented within one to three years, and long-term opportunities which may require three or more years to implement.
- C.5.4.** The bidder's analysis of opportunities to make improvements to the State's
- C.5.5.** Phase 2 (Final Report)
 - C.5.5.1.** The bidder will provide a final report on its recommendations to APAC by December 31, 2018.
 - C.5.5.2.** The final report will include an implementation plan for each of the recommendations identified in the
 - C.5.5.3.** Preliminary Report. At a minimum, each implementation plan will include the following items:
 - C.5.5.4.** A list of the required critical steps, including any statutory or regulatory changes.
 - C.5.5.5.** An estimate of the financial and personnel resources required.
 - C.5.5.6.** An estimate of the timeframe to implement the recommendation.

C.5.5.7. A recommended measuring standard to determine how to gauge progress and achievement of recommendations (timelines, key benchmarks, phased approach with key performance measurements to gauge progress)

C.6. Technical Proposal

C.6.1. The technical proposal must provide details addressing the bidder's experience, finances, integrity, organizational staffing, and methodology as specified below.

C.6.1.1. Experience

The proposal should provide a general overview describing the bidder's business operations, such as: the year founded; a brief history of the firm; the current size of the firm in terms of staff, revenue, and profit; and the principal owners/officers of the firm. The firm's history should include information that demonstrates financial strength, integrity, experience, industry focus, and government experience.

The proposal must provide evidence of similar work experience describing its qualifications, including knowledge and experience of the firm and its key project personnel, in conducting projects of similar scope and scale. This should include examples of dealing with strategic and operations planning for enterprise or agency services, identifying operational efficiencies, savings and revenue maximization initiatives, and public sector governance models. Evidence of similar work experience must be supported by the following:

C.6.1.1.1. Proof of the firm's ability to meet the Scope of Work requirements of this Request for Proposal. This should focus on the deliverables associated with previous experience and highlight metrics pertaining to cost savings and efficiencies.

C.6.1.1.2. A minimum of two client references for which the firm was responsible as the primary provider of services of similar type and scope to those as defined in this Request for Proposal. Such projects must have been completed within the past five (5) years previous to the publication date of this Request for Proposal, or for current engagements as the primary provider of services. One of the clients must have been in state or local government. The reference information should include a description of the relevant services provided and current contact information for client staff that are authorized to validate the reference.

C.6.1.1.3. Bidders are encouraged to provide the Executive Summary from previous similar types of engagements.

C.6.1.1.4. Bidders should indicate which of the agencies they have had experience and expertise doing similar efficiency audits, where they did these similar state agency audits, and the contact information of references where they did these audits.

C.6.2. Statement of Finances and Integrity

C.6.2.1. The bidder will also provide a statement of finances and integrity as follows :

C.6.2.2. If the bidder or any individual who will perform work under the contract has a possible conflict of interest (e.g., employment by the State) and, if so, the nature of that conflict .

The bidder must have arrived at prices in the bid proposal independently, without bidder, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other bidder or firm. The bidder has not disclosed prices which have been included in the proposal and shall not disclose the prices prior to award directly or indirectly to any other firm. The bidder has made no attempt and shall make no attempt to induce any other bidder or firm to submit or not to submit a proposal for the purpose of restricting competition. The bidder shall affirm these statements in its proposal.

C.6.2.3. If, in the last five years, the bidder has filed (or had filed against it) any bankruptcy or insolvency proceeding, whether voluntary or involuntary, or undergone the appointment of a receiver, trustee, or assignee for the benefit of creditors, and if so, an explanation providing relevant details.

C.6.2.4. If there are any pending Securities Exchange Commission investigations involving the bidder, and if such are pending or in progress, an explanation providing relevant details and an attached opinion of counsel as to whether the pending investigation(s) will impair the bidder's performance in a contract under this Request for Proposal.

C.6.2.5. The bidder should provide details regarding its total annual revenue, profit, and cash flow by providing audited financial statements for the past three years and any other documentation the bidder deems necessary to demonstrate its financial size and cash flow capacity.

C.6.2.6. If the bidder is facing any open or pending litigation initiated by the bidder or where the bidder is a defendant in a client matter or any other matter related to an engagement similar to the scope of

services being requested in this Request for Proposal. Include any prior litigation, consent orders, agreements or settlements with any state or federal agency issued to the bidder or to any subcontractor the bidder plans to use for the services described in this Request for Proposal.

C.6.2.7. If the bidder plans to utilize a subcontractor, the bidder is responsible for providing the above-mentioned financial and integrity statements for each proposed subcontractor.

C.6.2.8. The State reserves the right to research the bidder and any proposed subcontractor independently to corroborate and evaluate the information provided by the bidder.

C.6.3. Organizational Staffing

C.6.3.1. The proposal should provide an organization chart for proposed project team(s) for fulfillment of the deliverables. This should include qualifications and experience of all executive, managerial, legal, and professional personnel expected to be assigned to this project, including resumes citing experience with similar projects, education, and training and the responsibilities to be assigned to each person.

C.6.3.2. If a bidder intends to subcontract portions of the products or services, the proposal should include specific designations of the tasks to be performed or deliverables to be produced by the subcontractor. The subcontractor shall be required to produce firm and staff qualifications to demonstrate their ability to provide the product or service as previously outlined in this Request for Proposal. This includes demonstration of subcontractor financial capacity and integrity as defined for any potential bidders.

C.6.3.3. Copies of any agreements planned to be executed between the bidder and subcontractor(s) should be included in the proposal.

C.6.4. Methodology

C.6.4.1. The proposal should detail a timeline and summary of project implementation and how the bidder will accomplish the requirements in the Scope of Work. This section must include the following:

C.6.4.1.1. Project Priorities. The bidder is expected to provide its proposed priority areas that may reasonably yield in the near and immediate term significant cost savings and/or efficiencies.

C.6.4.1.2. Project Approach. An overview of the bidder's methodology in the delivery of the services described in this Request for Proposal. Items to be addressed should include, at a minimum, the concepts and processes to be utilized in development of each of the deliverables specified in the Scope of Work.

C.6.4.1.3. Project Management Plan. The bidder's comprehensive project management plan that addresses data collection, analysis, planning, and development of the deliverables as specified in the Scope of Work. The project management plan should describe tasks necessary for collection and analysis of information, collaborative development of plans and models, and implementation of a framework to capture tracking metrics associated with the management and oversight of resulting projects. The work breakdown structure should include a description of the task or deliverable, the estimated duration of the task or deliverable, including the start and end dates.

C.6.4.1.4. Status Reporting. The bidder will provide monthly progress reports to the LBC that would include the establishment of milestones and the progress towards the completion of those milestones.

C.6.4.1.5. Risk Management Plan and Procedures. The bidder should describe its approach to identifying and assessing potential risks to the project as well as identifying and managing actions to avoid, mitigate, or manage those risks.

C.7. Implementation Assistance

C.7.1. It is likely that some of the recommendations will require the technical assistance of the vendor with the implementation processes in some agencies once the final audit report is completed. An example of where this technical assistance with implementation would be needed could be if there are recommendations for managed competition opportunities, consolidation of services, and privatizing / outsourcing of services.

C.7.2. For those vendors that have the implementation expertise, time, and capacity to provide this technical implementation assistance, either during the performance audit phase as the opportunity is discovered or post audit report, please provide the following:

I. Define and discuss the opportunity recommended

II. Define the assistance that will be provided

III. Provide an estimated timeline necessary to prepare for implementation of the opportunity recommended

IV. Provide the estimated cost and estimated number of hours/days necessary to prepare the implementation plan

D. EVALUATION

D.1. Best Value

This RFP will be evaluated as best value in accordance with Title 74 O.S. § 85. The best value criterion for this proposal is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:

- D.1.1.** Price in Section H .
- D.1.2.** Mandatory Qualifications in Section C.
- D.1.3.** Scope of Service in Section C.
- D.1.4.** Performance Activities in Section C.
- D.1.5.** Additional Requirements in Section C.

D.2. Two-phase Selection Process

The selection process will be conducted in the following two phases:

- Technical Proposal
- Cost Proposal

D.3. Best and Final Offer

The state may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the supplier should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and conditions set forth in the solicitation.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

- E.1.1.** 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.1.2.** By submitting a proposal in response to this RFP, the supplier represents they have read and understand the scope of services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
- E.1.3.** The failure or omission of any supplier to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing will in no way relieve any supplier from any obligations with respect to its proposal or to the contract.
- E.1.4.** Each proposal shall give the complete legal name and mailing address of the bidder and be signed by an authorized representative by original signature with his or her name and legal title printed below the signature line.
- E.1.5.** The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

E.2. Response Submission and Copies:

- E.2.1.** Supplier is to submit two (2) electronic copies of their complete response to include scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a USB drive/flash drive/thumb drive.
- E.2.2.** Faxed or emailed responses will not be accepted. Original hard copies are not required or preferred. PDF is an acceptable format for solicitation responses.
- E.2.3.** Proposal Response Format

Proposals should be prepared in the format described below. Failure to comply with the specified format may lead to a supplier's proposal being declared non-responsive.

 - E.2.3.1.** The state is especially concerned that the format of the proposal sequentially responds to the Mandatory Qualifications, Scope of Service, and Performance Activities that are to be addressed within the solicitation.

- E.2.3.1.1. The supplier should restate the service or requirement and then state its response.
- E.2.3.1.2. The supplier should assign consecutive page numbers in its response.

E.3. 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.4. Responses are to be submitted with the following information:

- E.4.1.** Completed "Responding Bidder Information" OMES Form CP076.
- E.4.2.** Completed "Certification for Competitive Bid and Contract" OMES Form CP004.
- E.4.3.** Signed Amendment(s), if any.
- E.4.4.** Response to requirements. Provide detailed response to each requirement listed in Section C. The detailed response should include the solicitation section number; requirements; and the Bidders response as to how the requirement is met or if a service, the process used to provide the service.

F. CHECKLIST

F.1. Vendor Response

Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list and it is the Vendor's responsibility to ensure that they submit all required and requested documentation:

- F.1.1.** OMES Form CP 076 – Responding Bidder Information
- F.1.2.** OMES Form CP 004 – Certification for Competitive Bid and/or Contract
- F.1.3.** Proof of Liability and Worker's Comp Insurance
- F.1.4.** Response to Requirements (E.4.4)
- F.1.5.** Price and Cost (H.)
- F.1.6.** Two (2) electronic copies (E.2.1)

G. OTHER

G.1. Questions

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than April 17, 2018 at 3:00 p.m. CDT. Questions are to be emailed to robert.goad@omes.ok.gov Questions received after this date will not be answered. 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. Any communication regarding this solicitation must be sent to the Contracting Officer listed above. Failure to do so, (contacting the agency directly) may result in your proposal being deemed as non-responsive. Please be sure to reference the solicitation number when emailing questions.

G.2. Proposed agency list

This is the list of agencies that are requested to be completed in the first year.

Oklahoma Tax Commission
Office of Management and Enterprise Services
Department of Corrections
Department of Public Safety
District Attorneys Council
Office of Juvenile Affairs

The remaining agency list will be provided at a later date.

H. PRICE AND COST

H.1. Cost Proposal

OMES/PURCHASING

- H.1.1.** The proposal should provide an executive summary in the bidder's cost proposal which describes any pricing approaches and reasons why the bidder's combined technical and cost proposal are of value to the State. When outlining costs, the bidder should use attached templates for each deliverable specified in the Scope of Work and the total cost. The total cost template should equal the aggregate of each phase's cost template. The Legislative Service Bureau ("LSB") will provide office space and internet access to the bidder for the project. Disclosure of Proposal Content and Confidential and Proprietary Information.
- H.1.2.** That the vendor should quote their auditing fees separately for each agency, not one figure that bundles them all.
- H.1.3.** All proposals become the property of the State. The Open Records Act (51 O.S. 2001 & Supp . 2005 24A. 1-24A26) of the State of Oklahoma requires public information be placed in the public domain at the conclusion of the selection process, and be available for examination by all interested parties. No proposals shall be disclosed until after a contract award has been issued. The State reserves the right to destroy all proposals if the Request for Proposal is withdrawn, a contract award is withdrawn, or in accordance with Oklahoma law.
- H.1.4.** The State does not guarantee protection of any information which is not submitted as required.



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 OSF_GARNVEND located at: http://www.ok.gov/OSF/documents/osf_garnvend.pdf.
- **State Employees:** Use OMES FORM ADD/CHANGES FOR EMPLOYEES/BOARD MEMBERS located at: <http://www.ok.gov/OSF/documents/OMESVendorFileChanges.pdf>.
- **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 located at: http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html.

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

State agency should 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 - Prizes & Awards
<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 this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.			
Name		Contact Name	
Payee Legal Name for Business, Individual or Government Entity as filed with IRS		Contact Title	
DBA Name		Phone #	
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name		Fax #	
Tax Identification Number (TIN) and Type:		<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)	
Business Address – Please provide primary business address as filed with the U.S. Internal Revenue Service			
Address		City	
State	Zip+4	Remittance Email	
Optional Addresses – Please select address type as applicable			
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing
	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:
Address 1		City	
State	Zip+4	Remittance Email	
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.			
Name		Title	Email

W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

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

U.S. Taxpayer Identification Number (TIN)

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

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

Entity Filing Classification:

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

☐ Limited Liability Company Type: _____ Disregarded Entity: ☐ YES ☐ NO

☐ Domestic (U.S.) Other Explain: _____

☐ Foreign (Non-U.S.) Sole Proprietor* ☐ Foreign (Non-U.S.) Partnership* ☐ Foreign (Non-U.S.) Corporation* 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 (cont.) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 533170 Royalties	<input type="checkbox"/> 3 - PRIZES AND AWARDS 552140 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553220 Indemnities, Restitution & Settlements
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 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 </div> <div style="width: 48%;"> 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) </div> </div>		
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;"> 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 </div> <div style="width: 48%;"> 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 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 Legal Settlements Reportable to the IRS 554190 Voter Registration Services 561140 Pollution Remediation </div> </div>		
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		