



## Solicitation Cover Page

1. Solicitation #: 1310004116

2. Solicitation Issue Date: 3/27/2017

3. Brief Description of Requirement:

The Oklahoma Department of Corrections (DOC) wishes to secure contracts with Certified PREA Auditors (or teams of Auditors) for the purpose of conducting PREA Audits of each of DOC's twenty-four (24) facilities.

**Request for Proposal (RFP) Notice:** Please note that on an RFP, no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

All questions regarding this solicitation must be submitted in writing and are to be emailed to no later than 3:00pm CDT April 4, 2017. Questions are to be emailed to [Richard.Williams@omes.ok.gov](mailto:Richard.Williams@omes.ok.gov). Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers.

4. Response Due Date<sup>1</sup>: 4/13/17

Time: 3:00 PM CST/CDT

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

U.S. Postal Delivery Address: 5005 N. Lincoln Ste 300

Oklahoma City, OK 73105

Common Carrier Delivery Address: 5005 N. Lincoln Ste 300

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: Richard Williams

Phone: 405-522-1040

Email: [Richard.Williams@omes.ok.gov](mailto:Richard.Williams@omes.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 #** 1310004116

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>1</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 a certificate of insurance with the bid

☐ NO - Attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



**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 Department of Corrections Agency Number: 131

Solicitation or Purchase Order #: 1310004116

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

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

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the 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 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 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**

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.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.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**

- 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 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.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 Central Purchasing Division.

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

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. 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 valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

#### **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 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.
- 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 Central Purchasing Division and 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.

#### **A.30. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

- B.1.1.** Contract Term is August 1, 2017 through July 31, 2018.
- B.1.2.** The provision in this contract shall include one (1) option to renew, at the discretion of Department of Corrections based upon continuing need and Vendor's Performance.
- B.1.3.** Notification to exercise the option to renew the contract shall be set forth, in writing, by the State of Oklahoma at least thirty (30) days prior to the end of each contract period. The renewal of the contract shall be contingent upon approval by Office of Management and Enterprise Services. If a decision is made not to exercise an option period, notice shall be sent at least thirty (30) days prior to the end of the current contract period.

### **B.2. Type of Contract**

This contract is a bid for services.

### **B.3. Definitions**

- B.3.1.** "DOC" shall mean the Oklahoma Department of Corrections.
- B.3.2.** "DOJ" shall mean United States Department of Justice
- B.3.3.** "OMES" shall mean the Office of Management of Enterprise Services.
- B.3.4.** "OMES/CP" shall mean the Office of Management of Enterprise Services, Central Purchasing.
- B.3.5.** "PCM" shall mean PREA Compliance Manager
- B.3.6.** "PREA" shall mean Prison Rape Elimination Act
- B.3.7.** "RFP" shall mean Request for Proposal

### **B.4. Terms and Conditions - In Addition to A. General Provisions**

- B.4.1.** The vendor shall not assign or transfer any interest in this contract whatsoever without the prior written consent of the DOC Chief Administrator and OMES/CP. If such an assignment or transfer is made without the required consent this contract shall terminate upon the date the assignment is made and no payments by DOC will thereafter be due to any party.
- B.4.2.** The vendor may terminate this contract for cause with prior written notification to DOC delivered at least ninety (90) days before the effective date.
- B.4.3.** The vendor may terminate this contract without cause with prior written notification to DOC delivered at least one hundred and twenty (120) days before the effective date.
  - B.4.3.1.** Vendor's notice shall be delivered to DOC in writing, with return receipt required.
- B.4.4.** DOC reserves the right to terminate this contract immediately upon notice if funds are not available to support the continuation of DOC.
  - B.4.4.1.** Upon termination without cause, neither party shall have any right to any general, special, incidental or any other damages whatsoever. The parties agree to cooperate to maintain the continuity of services.
  - B.4.4.2.** Each vendor responding to this RFP shall be solely responsible for all costs related to the preparation, presentation, and duplication of responses

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Introduction and Solicitation**

- C.1.1.** The DOC wishes to secure contracts with Certified PREA Auditors (or teams of Auditors) for the purpose of conducting PREA Audits of each of DOC's twenty-four (24) facilities as identified in Attachment A. It is the intention of the DOC to conduct these audits as indicated on Attachment A over the period of this contract.
- C.1.2.** The Mabel Bassett Correctional Center and Kate Barnard Community Corrections Center Audits will be scheduled in the same week and be audited by the same auditor or team of auditors
- C.1.3.** The Northeast Oklahoma Correctional Center and Dr. Eddie Warrior Correctional Center Audits will be scheduled in the same week and be audited by the same auditor or team of auditors.
- C.1.4.** A contract may be awarded to more than one Certified PREA Auditor or Certified Team of Auditors.
- C.1.5.** This project will utilize both grant funds and operating funds.

**C.1.6.** The Contract Monitor for this solicitation will be the PREA Coordinator, who is responsible for using information from the contract/RFP to develop the Contract Monitoring Plan. The Contract Monitoring Plan identifies the planned, ongoing, and periodic activities that the Contract Monitor will carry out during the contract period to ensure the contractor's adherence to the scope of work and compliance with the terms and conditions set forth in the contract. Those activities listed below that are defaulted with an "X" are mandatory activities that are required for all service contracts. The Contract Monitor shall use information from the Contract to determine and select additional monitoring activities that apply. During the contract period it shall be the responsibility of the Contract Monitor to ensure that all activities defined by the Contract Monitoring Plan are completed. While carrying out the Contract Monitoring Plan activities, the Contract Monitor should document all progress, communications and monitoring activity. All documentation obtained/generated during execution of the Contract Monitoring Plan must be forwarded to the Contracts and Acquisitions Unit for placement in the agency contract file of record. **The PREA Coordinators activities include:**

- C.1.6.1.** Invoice Review and Approval
- C.1.6.2.** Review and Adjustment of Encumbrance Balances
- C.1.6.3.** Performance Evaluation
- C.1.6.4.** Review and Approval of Required Reports and Deliverables

## **C.2. Purpose of this Contract**

- C.2.1.** The purpose of this RFP is to select a qualified vendor or vendors to perform Certified PREA Auditor services as required by 28 CFR Sections 115. 401, 115.042, 115.404.
- C.2.2.** Qualified vendors are certified by the DOJ and who have no conflict of interest with DOC or its facilities that can provide a cost-effective manner in compliance with established PREA Standards while maintaining accountability to the DOC and an open, collaborative relationship with the administration and staff of the DOC and the individual facilities.

## **C.3. Program Description**

- C.3.1.** The vendor shall conduct a comprehensive Audit of the proposed Facility or Facilities, including the Pre-Audit, Audit, and Post-Audit phases (including any Corrective Action Plan process, if necessary) as provided below. The Facility details and required audit dates are provided in Attachment A. Throughout the Audit process, Vendor shall:
  - C.3.1.1.** Provide work that complies in all respects with applicable PREA Standards;
  - C.3.1.2.** Furnish all equipment needed for the purpose of the audit(s) at the vendor's expense, working with DOC to ensure equipment compatibility;
  - C.3.1.3.** Include all travel related costs for the purpose of the audit(s) at the vendor's expense. DOC will pick up the auditor(s) from their hotel and provide transportation to and from each applicable facility;
  - C.3.1.4.** Retain and preserve all documentation (including all video tapes and interview notes) relied upon in making audit determinations for 15 months. Such documentation shall be provided to the DOC and the DOJ upon request. In the event the DOJ requests such information from the vendor, that request shall be communicated to the PREA Coordinator;
  - C.3.1.5.** Maintain communication and discuss with PREA Coordinator and the Facility Warden any necessary matters.
  - C.3.1.6.** Provide copies of DOJ PREA Audit Certification with proposal.

### **C.3.2. PRE-AUDIT**

- C.3.2.1.** During the pre-audit phase, the vendor shall, at a minimum:
  - C.3.2.1.1.** Provide notice of the upcoming Audit(s) and Vendor contact information to the Facility Warden and PREA Coordinator at least six (6) weeks prior to the audit;
  - C.3.2.1.2.** Communicate with community based or victim advocates who may have insight into relevant conditions in the Facility;
  - C.3.2.1.3.** Communicate with the Facility Warden, PREA Coordinator and PCM regarding the Facility Pre-Audit Questionnaire;
  - C.3.2.1.4.** Conduct an initial Auditor review with the PCM and Facility Warden;
  - C.3.2.1.5.** Review the Facility Pre-Audit Questionnaire submitted by the PCM and any and all Relevant PREA Documents provided.

### **C.3.3. AUDIT**

- C.3.3.1.** During the Audit phase, the vendor shall, at a minimum:

- C.3.3.1.1. Conduct a Facility tour at a time mutually agreed upon by Vendor, the Warden, and the PREA Coordinator. Vendor shall observe all areas of the audited Facility, and shall at all times follow all DOC policies and procedures as well as instructions given by DOC staff relating to security;
- C.3.3.1.2. Review any additional Relevant PREA documents not already provided by the PCM or Warden during the Pre-Audit phase;
- C.3.3.1.3. Interview a representative sample of inmates and staff.

#### **C.3.4. POST-AUDIT**

##### **C.3.4.1. During the Post Audit phrase, the vendor shall, at a minimum:**

- C.3.4.1.1. Utilize the Auditor Compliance Tool developed by the DOJ, and provide a response for each measure based upon:
  - C.3.4.1.1.1. Review of policies and procedures
  - C.3.4.1.1.2. Review of documentation
  - C.3.4.1.1.3. Review of data
  - C.3.4.1.1.4. Interviews with inmates and staff
  - C.3.4.1.1.5. Tour of Facility
  - C.3.4.1.1.6. Additional documentation gathered on site
  - C.3.4.1.1.7. Determination of compliance with each standard; and
  - C.3.4.1.1.8. Overall determination of compliance.
- C.3.4.1.2. Determine whether the Facility reaches one of the following grade levels for each PREA Standard:
  - C.3.4.1.2.1. Exceeds Standards (substantially exceeds requirement of standard);
  - C.3.4.1.2.2. Meets Standards (substantial compliance; complies in all material ways with the standard for the relevant review period);
  - C.3.4.1.2.3. Does Not Meet Standard (requires corrective action);
- C.3.4.1.3. Produce an Audit Report within thirty (30) days following the completion of an Audit. One copy will be sent to the PREA Coordinator;
- C.3.4.1.4. Take part in preparing a Corrective Action Plan, if necessary, in accordance with this RFP; and
- C.3.4.1.5. If necessary, within thirty (30) days after any Corrective Action Plan period, issue a final determination that must also meet the requirement of this RFP, as to whether the Facility has achieved compliance with PREA Standards after corrective action as indicated in this RFP.

#### **C.3.5. AUDIT REPORT**

- C.3.5.1.** Each Audit Report shall state whether statewide policies and procedures comply with relevant PREA Standards and also state the overall determination of compliance of the Facility;
- C.3.5.2.** The Audit Report shall specifically indicate the determinations for each PREA Standards as required in this RFP;
- C.3.5.3.** The audit Report shall include an audit summary indication, among other things, the number of provisions the Facility has achieved at each grade level;
- C.3.5.4.** The Audit Report shall describe the methodology, sampling sizes, and basis for the Auditor's conclusions with regard to each PREA Standard, and shall include recommendations for any required corrective actions; The Vendor shall redact any personally identifiable inmate or staff information from his/her report(s), but shall provide such information to the agency upon request, and may provide such information to the DOJ following notice to the DOC. If such information is requested, the document shall be submitted in pdf format and clearly marked as "Confidential".
- C.3.5.5.** All materials and information provided by the State or acquired by the vendor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the vendor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The vendor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a vendor; Vendor shall notify the State immediately of said breach and take immediate corrective action. It is incumbent upon the vendor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to vendors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a vendor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable

information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**C.3.6. CORRECTIVE ACTION PLAN**

- C.3.6.1.** If there is a finding of "Does Not Meet Standard" with respect to any PREA Standard, a one hundred and eighty (180) day Corrective Action Plan shall be triggered;
- C.3.6.2.** Vendor shall work with the DOC to jointly develop a Corrective Action Plan to achieve compliance with the indicated PREA Standard;
- C.3.6.3.** Vendor shall take necessary and appropriate steps to verify implementation of the Corrective Action Plan, including, but not limited to, reviewing updated policies and procedures or re-inspecting portions of a Facility.

**D. EVALUATION**

**D.1. Evaluation Criteria**

- D.1.1.** Proposals shall be evaluated on the "best value" determination in accordance with the State of Oklahoma Statute Title 74, Section 85. Once the evaluation is complete, the recommendation shall be forwarded to the OMES/CP for final approval and award of contract. The State reserves the right to negotiate with one or more vendors. This contract may be awarded to multiple vendors.
  - D.1.1.1.** Letters of References
    - D.1.1.1.1.** Please provide no more than five (5)
  - D.1.1.2.** Auditing Experience
  - D.1.1.3.** Number of PREA audits performed
  - D.1.1.4.** Technical Proposal
    - D.1.1.4.1.** The Proposal should reflect all of C.3. and E.3.
  - D.1.1.5.** Price per Facility Audit (Attachment B)

**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. MANDATORY AND NON-MANDATORY TERMS**

- E.1.1.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder's Proposal.
- E.1.1.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specifications being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

**E.2. Submissions/Copies**

Vendor is to submit two (2) electronic copies of their completed 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 CD. Faxed or emailed responses will not be accepted. Hard copies of the solicitation are not needed. This requirement overrides A.2.4 of the General Provisions

**E.3. Bid Documentation**

- E.3.1.** The vendor shall provide one (1) copy of their PREA Certification.
- E.3.2.** The vendor's response, as well as table of contents shall follow the same order that is presented in the RFP, referencing the same information included in the RFP otherwise DOC may determine that the vendors RFP is incomplete and therefore nonresponsive.

- E.3.3.** Vendor responses shall address all specifications and pricing requirements included in the RFP
  - E.3.3.1.** All responses should be clear and concise including details as how the vendor proposes to perform service requirements and supply products identified.
- E.3.4.** Vendor shall provide a written response to each numbered specification in the RFP, even if to simply acknowledge agreement with it.
  - E.3.4.1.** Vendor's response shall be as specific and complete as possible.
  - E.3.4.2.** If the vendor fails to respond either with acknowledgement, detailed proposition how it will perform services and provide products or proposed alternative, DOC may deem the proposal nonresponsive.
  - E.3.4.3.** If the vendor proposes alternative to a specification, requirement, or standard, it must clearly state its intention to do so including an explanation why it cannot comply or why it should be changed.

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

- E.4.1.** All questions regarding this solicitation must be submitted in writing and are to be submitted to no later than 04/04/17 at 3:00 P.M. CDT. Questions are to be emailed to: Richard.Williams@omes.ok.gov. Questions received after this date will not be answered. An Amendment will be posted regarding the questions which must be signed, dated and returned with your response.

### **F. CHECKLIST**

- F.1. 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/requested documentation:**
  - F.1.1.** Responding Bidder Information Form
  - F.1.2.** Non-Collusion Certification Form CP-004
  - F.1.3.** All amendments signed (if applicable)
  - F.1.4.** Proof of Liability and Worker's Compensation Insurance
  - F.1.5.** Attachment B
  - F.1.6.** One (1) copy of their PREA Certification
  - F.1.7.** Letters of References
  - F.1.8.** Auditing Experience
  - F.1.9.** Number of PREA audits performed
  - F.1.10.** Response to Sections C and E
  - F.1.11.** Technical Proposal
  - F.1.12.** Vendor Payee Form

### **G. OTHER**

None

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

- H.1. See Section D.1.4.5.**

## ATTACHMENT A

Facilities	Street Address	City	Zipcode	Security Level	Gender	Inmate Capacity	Initial PREA Audit	Proposed PREA Audit Month
Bill Johnson Correctional Center	1856 E. Flynn Street	Alva	73717-3005	Minimum	Male	630	November 2014	November 2017
Mabel Bassett Correctional Center	29501 Kickapoo Rd.	McCloud	74851	Medium	Female	1139	December 2014	December 2017
Kate Barnard Community Corrections Center	3300 Martin Luther King Avenue	Oklahoma City	73111	Community	Female	280	December 2014	December 2017
Northeast Oklahoma Correctional Center	442586 E. 250 Road	Vinita	74301	Minimum	Male	525	December 2014	December 2017
Dr. Eddie Warrior Correctional Center	400 Oak Street	Taft	74463-0315	Minimum	Female	999	December 2014	December 2017
Union Community Corrections Center	700 North State Highway 81	Union City	73090-0129	Community	Male	224	May 2015	May 2018
Enid Community Corrections Center	2020 E. Maine Avenue	Enid	73701	Community	Male	99	May 2015	May 2018
R.B. Dick Conner Correctional Center	129 Conner Road	Hominy	74035-0220	Medium	Male	1196	April 2015	April 2018
Oklahoma State Penitentiary	Corner of West and Stonewall	McAlester	74502-0097	Maximum	Male	901	May 2015	May 2018
North Fork Correctional Center	1605 East Main	Sayre	73662	Medium/Min	Male	2599	N/A	April 2018
Lawton Community Corrections Center	605 Southwest Coombs Road	Lawton	73501-8294	Community	Male	158	June 2015	June 2018
Howard McLeod Correctional Center	1970 E. Whipporwill Lane	Atoka	74525-8415	Minimum	Male	693	August 2015	August 2018
Jackie Brannon Correctional Center	900 N. West Street	McAlester	74502-1999	Minimum	Male	737	September 2015	September 2018
Jess Dunn Correctional Center	601 South 124th Street West	Taft	74463-0316	Minimum	Male	1129	May 2016	May 2019
Jim E. Hamilton Correctional Center	53468 Mineral Springs Road	Hodgen	74939-3064	Minimum	Male	730	September 2015	September 2018
Joseph Harp Correctional Center	16161 Moffat Rd.	Lexington	73051-0548	Medium	Male	1405	June 2016	June 2019
Mack Alford Correctional Center	1151 North Highway 69	Stringtown	74569-0220	Medium/Min	Male	933	August 2015	August 2018
Clara Waters Community Corrections Center	9901 N I-35 Service Road	Oklahoma City	73131-5228	Community	Male	304	July 2015	July 2018
Oklahoma Community Corrections Center	315 West I-44 Service Road	Oklahoma City	73118-7634	Community	Male	304	July 2015	July 2018
James Crabtree Correctional Center	216 N. Murray Street	Helena	73741-1017	Medium	Male	1000	November 2015	November 2018
John Lilly Correctional Center	105150 N. 3670 Rd.	Boley	74829	Minimum	Male	820	November 2015	November 2018
Lexington Correctional Center	15151 Highway 39	Lexington	73051-0260	Medium/Min	Male	1450	June 2016	June 2019
Oklahoma State Reformatory	1700 East First Street	Granite	73547-0514	Community WC	Male	1042	May 2016	May 2019
William S. Key Correctional Center	One William S. Key Boulevard	Fort Supply	73841-9718	Minimum	Male	1087	November 2015	November 2018

**FACILITIES TO BE AUDITED - SEE ATTACHMENT A FOR A PROPOSED AUDIT MONTH/YEAR:**

1. Bill Johnson Correctional Center@ \$\_\_\_\_\_ per audit

**THE BELOW NEED TO BE DONE DURING THE SAME WEEK**

2. Mabel Bassett Correctional Center @ \$\_\_\_\_\_ per audit

3. Kate Barnard Community Corrections Center@ \$\_\_\_\_\_ per audit

**THE BELOW NEED TO BE DONE DURING THE SAME WEEK**

4. Northeast Oklahoma Correctional Center @ \$\_\_\_\_\_ per audit

5. Dr. Eddie Warrior Correctional Center@ \$\_\_\_\_\_ per audit

**ALL OTHER FACILITIES ARE TO BE DONE DURING THE MONTH PROPOSED ON THE ATTACHMENT.**

6. Union Community Corrections Center@ \$\_\_\_\_\_ per audit

7. Enid Community Corrections Center@ \$\_\_\_\_\_ per audit

8. R.B. Dick Conner Correctional Center @ \$\_\_\_\_\_ per audit

9. Oklahoma State Penitentiary@ \$\_\_\_\_\_ per audit

10. North Fork Correctional Center@ \$\_\_\_\_\_ per audit

11. Lawton Community Corrections Center@ \$\_\_\_\_\_ per audit

12. Howard McLeod Correctional Center@ \$\_\_\_\_\_ per audit

13. Jackie Brannon Correctional Center@ \$\_\_\_\_\_ per audit

14. Jess Dunn Correctional Center@ \$\_\_\_\_\_ per audit

15. Jim E. Hamilton Correctional Center@ \$\_\_\_\_\_ per audit

16. Joseph Harp Correctional Center @ \$\_\_\_\_\_ per audit

17. Mack Alford Correctional Center@ \$\_\_\_\_\_ per audit

18. Clara Waters Community Corrections Center@ \$\_\_\_\_\_ per audit

19. Oklahoma Community Corrections Center @ \$\_\_\_\_\_ per audit

20. James Crabtree Correctional Center @ \$\_\_\_\_\_ per audit

21. John Lilly Correctional Center@ \$\_\_\_\_\_ per audit

22. Lexington Correctional Center@ \$\_\_\_\_\_ per audit

23. Oklahoma State Reformatory@ \$\_\_\_\_\_ per audit

24. William S. Key Correctional Center@ \$\_\_\_\_\_ per audit