



1. Solicitation #: 1850000131

2. Solicitation Issue Date: 06-14-2017

3. Brief Description of Requirement:

Strategic Planner to assist with agency strategic plan

PIPS/Best Value Process – Pre –Education Webinar June 19, 2017 10:00 AM CDT

Question Deadline: June 20, 2017

4. Response Due Date<sup>1</sup>: 06-26-2017

Time: 3:00 PM CST/CDT

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

U.S. Postal Delivery Address: OMES/Central Purchasing

5005 N Lincoln; Ste 300

Common Carrier Delivery Address: Oklahoma City, OK 73105

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

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

7. Contracting Officer:

Name: Lisa Bradley

Phone: 405-522-4480

Email: [Lisa.Bradley@omes.ok.gov](mailto:Lisa.Bradley@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



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

1. **RE: Solicitation #** 1850000131

2. **Bidder General Information:**

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

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

3. **Bidder Contact Information:**

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

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

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

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

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

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

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

☐ YES – Permit #: \_\_\_\_\_

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: \_\_\_\_\_

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – Include 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>4</sup>

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

<sup>3</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

<sup>4</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: 1850000131 Agency Number: \_\_\_\_\_

Solicitation or Purchase Order #: \_\_\_\_\_

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

OMES  
FORM  
CP  
004  
-  
Purchasing |  
Rev. 05/2016

**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 be 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. Discounts offered must be in half or whole percent increments. 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. Definitions**

- B.1.1.** Agency- Oklahoma Corporation Commission.
- B.1.2.** Client - when used in this solicitation refers to the State of Oklahoma.
- B.1.3.** Commission - used interchangeably with Agency or Oklahoma Corporation Commission.
- B.1.4.** OMES/CP - Office of Management & Enterprise Services/Central Purchasing Division, the governing procurement agency for the State of Oklahoma
- B.1.5.** Evaluation Committee - the team who will participate in the evaluation process. The term is used interchangeably with "selection team" and "evaluation team".
- B.1.6.** Evaluation Team - the team who will participate in the evaluation process. The term is used interchangeably with "selection team" and evaluation committee".
- B.1.7.** Firm - Individual, company or corporation that supplies the expertise required in this solicitation. This term used interchangeably with "respondent" or "offeror".
- B.1.8.** PC- Project Capability which is a criteria of the Selection Phase.
- B.1.9.** RA-Risk Assessment which is a criteria of the Selection Phase.
- B.1.10.** Selection team - the team who will participate in the evaluation process. The terms are used interchangeably with "evaluation committee" and "evaluation team".
- B.1.11.** VA-Value Add which is a criteria of the Selection Phase.

### **B.2. Contract Term**

- B.2.1.** This contract is anticipated to have an award date of July 10, 2017, with a final report due no later than September 15, 2017. This contract will have the option to renew for additional four (4) one year term beginning July 1, 2018. The Offeror must be available according to the schedule established by the Commission.

### **B.3. Property Ownership**

- B.3.1.** All completed projects are the property of the State of Oklahoma Corporation Commission.
- B.3.2.** All rights to duplicate or share the work belong to the State of Oklahoma.

### **B.4. Offeror's Obligations**

- B.4.1.** All payments for products or services shall be made directly to the Offeror.
- B.4.2.** Any changes by Offeror after award of the Contract, including changes of the actual employees performing services on the Contract, are subject to approval by the Agency and OMES/CP. No payments will be made to the Offeror for services performed pursuant to the Contract by unapproved employees of a Contractor or Sub-contractor.
- B.4.3.** Offeror's employees or agents, if any, who perform services for the Commission under this Agreement shall also be bound by the provisions of this Agreement. Offeror shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the Commission shall not be responsible to Offeror's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

### **B.5. Reservation of Rights**

**The Commission reserves the right in their sole discretion to:**

- B.5.1.** Amend this RFP for any reason or cancel this solicitation without liability if cancellation would be in the public interest;
- B.5.2.** Reject any or all Proposals received in response to this RFP, without liability, if such reject would be in the public interest;
- B.5.3.** Waive any minor irregularity, informality, or non-conformance with the provisions or procedures set forth in this RFP, and seeks clarification of each Proposal if necessary;
- B.5.4.** Reject any Proposal that fails to substantially comply with the provisions or procedures set forth in this RFP; an

**B.5.5.** Contact any or all references submitted with the Proposal.

**B.6. Proprietary Information**

- B.6.1.** All information submitted by an Offeror will be considered public information unless the Offeror requests that information be treated as confidential under 51 O.S. §24.A.22. If an Offeror declares any information contained in its proposal submittal to be confidential, the Offeror must specifically identify those sections as containing "Confidential Information". Specifically, any documents submitted and any documents exchanged between the parties that contain Confidential Information shall be marked on the outside as containing Confidential Information, and each page upon which Confidential Information appears must be marked as containing Confidential Information. The Confidential Information should be clearly identifiable to the reader wherever it appears. All copies submitted, as well as the original proposal, must be marked in this manner. The request must also include the name, address, and telephone number of the person authorized by the Offeror to respond to any inquiries concerning the confidential status of the materials.
- B.6.2.** In addition, the Offeror agrees that the Commission, OMES/CP, and the Attorney General must be allowed to review such materials.

**B.7. Indefinite Quantity Contract**

- B.7.1.** This contract is for an indefinite quantity and the State may, or may not; buy the quantity mentioned in this contract.

**B.8. Travel**

- B.8.1.** Travel required for contract performance will be in accordance with the Oklahoma Travel Act and incorporated in the total budget for the award.

**C. SOLICITATION SPECIFICATIONS**

**C.1. Background**

- C.1.1.** The Oklahoma Corporation Commission (OCC) is a constitutional agency of the State of Oklahoma with broad and diverse regulatory authorities and responsibilities. OCC presently regulates public utilities; oil and gas drilling, production and environmental protection; aspects of motor carrier, rail and pipeline transportation; and cotton gins and private water companies. It also has responsibility for the proper operation of fuel dispensing units ("gas pumps") at retail filling stations. OCC also enforces federal regulations for underground disposal of certain oil and gas waste fluids, environmental integrity of petroleum storage tank systems, and remediation of soil and groundwater pollution caused by leaking petroleum product storage tanks.
- C.1.2.** The Corporation Commission is comprised of three commissioners who are elected by statewide vote. The Corporation Commission has judicial, legislative, and administrative authority. Daily operations of the OCC are conducted by over 500 employees. OCC operates out of a central office in Oklahoma City and locations throughout the state.
- C.1.3.** OCC is preparing to update the strategic plan's accompanying performance measurements and reporting systems, to specifically include judicial, legislative and administrative processes.
- C.1.4.** To ensure success of OCC's strategic planning effort, the OCC is seeking the professional services of an external management consulting firm (hereafter referred to as "Firm" through this document). The required services involve updating existing strategic plan, including: identification of goals and action plans for FY-2019 through 2024; and modernization of performance measures and reporting systems. The key objectives of this strategic plan update is to include: aligning OCC's budget, staffing, programs, and work processes to achieve measurable results for customers; using information technology effectively; and modernizing OCC's workforce. The product of this effort will be a strategic plan and accompanying performance measurement and reporting system that will enable the OCC to tell its story in terms of results achieved that meet the needs of customers and improve the quality of life in Oklahoma. As a large part of executing the agency's current Strategic Plan, OCC is on the verge of deploying its new case processing and financial services software platform, STAR. To best implement STAR, OCC has partnered with the Office of Management and Enterprise Services (OMES), to develop a Business Process Improvement Roadmap ("BPIR"), identifying both current ("as-is"), along with going forward ("to be"), agency-wide business processes. Coordinating and aligning 1) the new STAR tool with its identified "to be" processes; 2) the agency's budgeting process; 3) audit findings; and 4) agency quarterly/annual reporting are necessary components to the Strategic Plan update effort. The goals are to streamline agency efforts; eliminate duplicative or contradictory reporting; and enable consistent agency planning, reporting and mission execution across all programs.
- C.1.5.** The OCC strategic plan must meet the requirements of Title 62, Section 45.3 of the Oklahoma statutes. Beyond satisfying the requirements of state law, however, the OCC intends to engage its employees in a collaborative process designed to develop a clear sense of purpose for employees throughout the

organization, including a deeper understanding of how their work will contribute to the accomplishment of agency-wide and program-specific goals and how they will measure and report on their progress.

**C.1.6.** The estimated budget for this project is approximately \$75,000.00.

## **C.2. Desired Results**

### **C.2.1. Goals of updating the Strategic Plan**

- C.2.1.1.** To identify and evaluate the significant factors and major issues that will affect OCC operations.
- C.2.1.2.** To modernize key performance measures for the OCC, both agency-wide and program-specific.
- C.2.1.3.** To modernize OCC's strategic plan based upon key performance measures to incorporate quarterly and annual reporting on meeting agency-wide and program-specific goals.
- C.2.1.4.** To modernize and/or analyze action plans for the OCC and each of its programs as necessary to meet their respective key goals.
- C.2.1.5.** To characterize the information technology requirements of the OCC and revise strategies for meeting those requirements.
- C.2.1.6.** To characterize the workforce requirements of the OCC and revise strategies for meeting those requirements.
- C.2.1.7.** To address the financial implications of the strategic plan in alignment with state wide budget guidelines.

### **C.2.2. Structure of the Strategic Planning Process**

- C.2.2.1.** The portion of the OCC Strategic Planning Process involving OCC Commissioners and staff will be conducted at OCC offices.
- C.2.2.2.** The project team will include a representative of each of program of the OCC. The OCC representatives will assist the Firm by providing organization-specific insight and guidance during the revision of the OCC performance measurement and reporting system.
- C.2.2.3.** The strategic plan will focus on how the OCC will provide the best possible service to customers and contribute to the quality of life in Oklahoma.
- C.2.2.4.** The content of the strategic plan must meet the requirements of 62 O.S. § 45.3 of the Oklahoma statutes.

### **C.2.3. Desired Contractual Requirements**

- C.2.3.1.** The OCC Strategic Plan final report must be completed no later than September 15, 2017. The draft report must be completed no later than September 1, 2017.
- C.2.3.2.** Must provide a quarterly reporting template to align with strategic plan's goals and performance measures.
- C.2.3.3.** Must provide an annual report based on OCC's past year's performance measures and include agency's prioritized performance measures for the future.
- C.2.3.4.** Must manage project to stay within project budget.
- C.2.3.5.** Must have consistent and established project status reporting and billing processes. Billing/invoicing should match system and process established by OCC.
- C.2.3.6.** Availability to interact on a daily basis for project meetings or project management input. Must be available for in-person meetings, conference calls or video conference meetings.
- C.2.3.7.** Capacity to facilitate multiple meetings concurrently.
- C.2.3.8.** Experience in strategic planning and performance evaluation in the public sector.
- C.2.3.9.** Experience in modernizing performance measurement system for a state agency with multiple lines of business.
- C.2.3.10.** Expertise in the operations of state agencies with similar structure and functions.
- C.2.3.11.** Disclose any conflict or potential conflict of interest that might arise during the course of the proposal.

## **D. EVALUATION**

### **D.1. Evaluation Method**

- D.1.1.** An evaluation committee will review and evaluate proposals.
- D.1.2.** The State will be awarding this proposal with the Best Value Method, for the degree to which proposal meets criteria as follows:

### **D.2. Evaluation Criteria**

- D.2.1.** Level of Expertise - LE
- D.2.2.** Risk Assessment - RA
- D.2.3.** Value Added - VA
- D.2.4.** Price
- D.2.5.** Interview
- D.2.6.** References

### **D.3. Description of Evaluation Criteria**

- D.3.1.** Project Capability (PC) Submittal – Whether the pages are blank or filled must NOT exceed 6 pages (front side of page only) and is comprised of: Level of Expertise (2 pages), a Risk Assessment Plan (2 pages) and a Value Added Plan (2 pages). Reference Attachments C, D, E, and F.
- D.3.2.** Purpose of PC Submittal
  - D.3.2.1.** To assist the State in prioritizing Respondents submittals based on their ability to understand and deliver the required services.
  - D.3.2.2.** To Assist the Respondent in planning what they are going to do before they do it.
  - D.3.2.3.** To provide high performing respondents the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous best value results.
- D.3.3.** PC Submittal Form Requirements
  - D.3.3.1.** The PC submittal must NOT contain any names that can be used to identify who the Respond is (such as firm names, personnel names, project names, produce names, or locations).
  - D.3.3.2.** The PC submittal must not include the proposed cost or the proposed duration that the Respondent has identified in the Proposal Form.
  - D.3.3.3.** A PC proposal template is included in this RFP. This document must be used by all Respondents. Respondents are NOT allowed to re-create, re-format, or modify the template in any manner. Respondents must type their responses on the Word template provided.
- D.3.4.** The PC Submittal (whether the pages are blank or filled) must NOT exceed a6 pages (front side of page only).
  - D.3.4.1.** Failure to comply with any of the PC format requirements may result in disqualification.
  - D.3.4.2.** The PC Submittal shall not contain any marketing information. The submittal should be used to prove to the State that the Respondent has expertise for the specific project being proposed upon.
- D.3.5.** Level of Expertise Plan Overview
  - D.3.5.1.** The Level of Expertise Plan is to allow the Respondent to differentiate their capability to meet the requirements of this project with a plan that meets time and cost goals. All cost and schedule impacts associated with project capabilities listed with the Level of Expertise Plan (Attachment D) must be included in your base cost/schedule.
- D.3.6.** Risk Assessment Plan Overview

**D.3.6.1.** The Respondent should list and prioritize major risk items on this contract that could cause the Respondents "vision" or "plan" to deviate or not meet the expectations of the State (i.e. risks that the Respondent does not control). This includes sources, causes or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to the State. Do not include in this submittal any risks caused by a lack of the Respondent's technical competency. The risks should be described in simple and clear terms so that non-industry personnel can understand the risk. The Respondent must also explain how they will mitigate, manage, and/or minimize the risk from occurring. A mitigation/management plan solution with supporting documented performance (references, performance measurements of projects when the risk mitigation was used etc.) is required for a high rating from the selection committee. The backup performance can include how many times the mitigation plan was previously used, and the impact on performance in terms of customer satisfaction (See Attachment E)

**D.3.7. Value Added Section Overview**

**D.3.7.1.** The purpose of the Value Added plan is to provide Respondents with an opportunity to identify any value added options or ideas that may benefit the State at a change in cost or scope. These options or ideas may also be referred to as additional or optional services. Where applicable, the Respondent should identify: 1) what the State may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information and/or best value practices. The Respondent should list the cost and time impact of its options or ideas. All items should be listed in terms of a percentage of the project cost. The ideas identified in the VA Plan must NOT be included in the Respondent's Cost Proposal. The Respondent should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this project, and indicate how the items will increase or decrease cost (note: A Value Added option must impact cost). All cost impacts associated with these Value Added options must NOT be included in your base cost. (See Attachment F)

**D.3.8. Interviews**

**D.3.8.1.** The State may shortlist (if necessary) the top rated Respondents. The shortlisted Respondents may be required to participate in an interview period. The State may interview all critical team members including, but not limited to:

D.3.8.1.1. Project Manager / Lead

D.3.8.1.2. Technical Expert

**D.3.8.2.** The State will interview individuals separately (and may perform a group interview after the individual interviews are completed). No other individuals (from the Respondents) will be allowed to sit in or participate during the individual interviews.

**D.3.8.3.** The State may request additional information prior to interviews.

**D.3.8.4.** All proposed team members must be available in person for interviews on the date specified in this RFP.

**D.3.8.5.** At the States discretion, substitutes, proxies, phone interviews or electronic interviews may be allowed.

**D.3.8.6.** Individuals who fail to participate in the interview will not be given a score which may jeopardize the Respondent's competitiveness.

**D.3.9. Past Performance Information**

**D.3.9.1.** Respondents must prepare and submit a Reference List and Customer Surveys(Attachment B). Failure to obtain a PPI score for any of the Critical team components may jeopardize your Proposal's competitiveness.

**D.3.10. Dominance Check for Cost Reasonableness and the Competitive Range**

**D.3.10.1.** After ranking all of the Respondents based on the selection criteria, weights, and ratings, the State will verify if the best prioritized respondent meets the following requirements:

D.3.10.1.1.If the highest ranked Respondent is within the budget and is within (5%) of the next highest ranked Respondents cost, then the highest ranked respondent moves to the Pre-Award Phase;

D.3.10.1.2.If the highest ranked Respondent is within the budget, but it costs more than 5% greater than the second highest ranked Respondent's cost, the State reserves the right to invite the second highest ranked Respondent to the Pre-Award Phase;

D.3.10.1.3.If the highest ranked Respondent is over the budget, the State reserves the right to proceed to the highest ranked Respondent within the budget unless the State obtains additional funding;

D.3.10.1.4.If all the Respondents are over budget, the State may obtain additional funds and apply the rules above, re-scope the Project, or cancel the Project.

D.3.10.1.5.If the best value Respondent's cost is more than 5% below the average Respondent's cost, the State reserves the right to proceed to the next prioritized best value Respondent.

D.3.10.1.6.When the State is considering going to the next best value Respondent, the best value Respondent can stay in the process by having presented dominant performance metrics which justify their selection despite their higher or lower cost

**D.3.11. Clarification/Pre-Award Phase**

The potential best-valued Respondent will be required to perform the Clarification /Pre-Award functions as outlined in Attachment H. The intent of this period is to allow the Respondent to clarify their proposal, address any issues or risks, allow the client to add any concerns, and to prepare the Pre-Award Document.

**D.3.12. Contract Form and Requirements**

The Contract will incorporate by reference this RFP and any Attachments and any RFP modifications agreed to by the State. The State may attach to the Contract as Supplementary Conditions, Respondents Proposal, selected provisions of Respondent's Proposal or modifications to Respondent's Proposal agreed to by State and Respondent. By submitting a Proposal, Respondent acknowledges and agrees that it received, read, understands, and shall be bound by and complies with the Contract.

**D.3.13. Weekly Reporting System**

The Selected Respondent will be required to submit weekly reports as outlined in the Weekly Risk Report Guide (See Attachment I)

## **E. INSTRUCTIONS TO BIDDER**

**E.1. Introduction**

Prospective firms are urged to read this solicitation carefully. Failure to do so will be at the firm'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 will be administered in strict accordance with the plain meaning of the contents hereof. The respondent 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 respondent's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

**E.2. Mandatory and Non-Mandatory Terms**

**E.2.1.** 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 respondent's proposal.

**E.2.2.** Whenever the terms "can, may, or should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

**E.3. Post Pre-Education Questions**

Written questions concerning the solicitation are due by **June 19, 2017 10:00 AM CST**. Written responses to questions and any amendments (if applicable) shall be published by end of business **June 20, 2017**. All questions **must be in writing** via email to the contracting officer listed on the cover page of this solicitation.

**E.4. Preparation of Proposal**

It is the responsibility of the vendor to inquire any requirements of this RFP this is not understood.

**E.5. Submission of Proposal**

**E.5.1.** By submitting a proposal, the respondent agrees not to make any claims, damages or have any rights to damages because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.

**E.5.2.** If a firm fails to notify OMES, Central Purchasing of an error, ambiguity, conflict, discrepancy, omission or other error in this solicitation known to the respondent, or an error that reasonably should have been known by respondent, the respondent shall submit a proposal at its own risk; and if awarded the contract, the firm shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If respondent takes exception to any requirement or specification contained in the solicitation, these exceptions must be clearly and prominently stated in their response.

**E.5.3.** Completeness of proposal: It is desirable that respondent submits in a complete, but concise manner. It is the respondent's sole responsibility to submit information in the responses as requested by this solicitation. The respondent's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from proposal submittal.

**E.6. Submission Deliverables**



- E.6.1.** Two (2) sealed hard copies and two (2) CD containing an electronic copy of the proposal must be clearly marked by the vendor's name, solicitation number and date of solicitation closing.
- E.6.1.1.** All electronic documents must be in one of the following software options: Microsoft Office Word or Excel, Adobe PDF.
- E.6.1.2.** Copy of proposal sent via email to Contracting Officer is not considered an electronic copy and will not be accepted.

## **E.7. Proposal Content**

- E.7.1.1.** Completed "Responding Bidder Information" OMES/CP/PURCHASING FORM 076
- E.7.1.2.** Completed "Certification for Competitive Bid and Contract" OMES/CP/PURCHASING FORM 004
- E.7.1.3.** Evidence of meeting the insurance requirements
- E.7.1.4.** Acknowledgements of Amendments to the Solicitation (if applicable)
- E.7.1.5.** Additional Agreements (if any) required by the respondents firm. **Agreements not submitted with the initial response will not be considered after Contract Award.**
- E.7.1.6.** Attachment A- RFP Cover Page and Declaration
- E.7.1.7.** Attachment B- Reference Questionnaire
- E.7.1.8.** Attachment C - Project Capability Submittal Checklist and Format
- E.7.1.9.** Attachment D - Level of Expertise Plan
- E.7.1.10.** Attachment E – Risk Assessment Plan
- E.7.1.11.** Attachment F - Value Added Plan
- E.7.1.12.** Attachment G – Cost Proposal
- E.7.1.13.** Attachment H – Clarification/Pre-Award Phase Guide
- E.7.1.14.** Attachment I - Weekly Risk Report
- E.7.1.15.** Attachment J – WRR Template

## **F. CHECKLIST**

N/A

## **G. OTHER**

### **G.1. Proposed Schedule**

Dates listed below are tentative and subject to change

| <b>No.</b> | <b>Task</b>  | <b>Date</b>               |
|------------|--|---------------------------|
| 1          | Proposal Posted  | June 14, 2017             |
| 2          | Pre-Education  | June 19, 2017 @ 10:00 AM  |
| 3          | Post Education Questions Due (written)   | June 20, 2017             |
| 4          | Amendment Posted (if any)  | June 22, 2017             |
| 5          | Proposals Due  | June 26, 2017             |
| 6          | Evaluation Committee Review  | June 27, 2017             |
| 7          | Vendor Interviews  | June 28, 2017 (if needed) |
| 8          | Clarification / Pre Award period begins. Kick off meeting (may be held by conference call or webinar). | June 29, 2017             |
| 9          | Contract Award   | July 10, 2017             |

## **G.2. Explanation of Proposed Schedule**

### **G.2.1. Pre-Education Webinar Available**

Interested suppliers should plan on attending the Pre-Education presentation regarding this solicitation on June 19, 2017, 10:00 AM Central Time. All attendees will need to log on the following web address: <https://www.uberconference.com/occ-pud> Use computer audio or just call 877-264-2572 (Alternate #: 803-262-2417)

For those unable to attend, some general response requirements that is publicly posted at

[https://www.youtube.com/watch?v=Wgl3x1RB\\_9M&feature=youtu.be](https://www.youtube.com/watch?v=Wgl3x1RB_9M&feature=youtu.be). \*\*Please make note that contact information listed on this post is no longer valid. \*\*

### **G.2.2. Post Meeting Questions Due**

Questions are due no later than Tuesday, June 20, 2017 by 12:00 noon Central Time. Questions are to be emailed to [Lisa.Bradley@omes.ok.gov](mailto:Lisa.Bradley@omes.ok.gov). Questions received after this time **will not** be answered.

### **G.2.3. Proposals Due**

Proposals are due Monday, June 26, 2017 by 3:00 p.m. Central Time. Any proposals received after 3:00 p.m. will be considered late and will be returned to the supplier unopened.

### **G.2.4. Vendor Interviews**

Vendor interviews will tentatively be held on Wednesday, June 28, 2017. The time will be set at a later date. The vendor interviews are preferred to be done in person in OKC but accommodations may be made.

### **G.2.5. Pre-Award/Clarification Period**

The Pre-Award/Clarification period will tentatively begin June 29, 2017. This meeting is to be scheduled by the vendor after addressing risks/concerns, milestone schedule, coordinating with all critical entities. This meeting is to be held in person or by webinar, in OKC with coordination to involve all required parties.

### **G.2.6. Contract Award is tentatively scheduled to be awarded July 10, 2017.**

## **H. ATTACHMENTS**

- H.1.** Attachment A RFP Cover & Declaration Page
- H.2.** Attachment B Reference Questionnaire
- H.3.** Attachment C Project Capability (LE, RA, VA) Submittal Checklist & Format
- H.4.** Attachment D Level of Expertise Plan
- H.5.** Attachment E Risk Assessment Plan
- H.6.** Attachment F Value Added Plan
- H.7.** Attachment G Cost Proposal
- H.8.** Attachment H Clarification/Pre Award Phase Guide
- H.9.** Attachment I Weekly Risk Report Overview
- H.10.** Attachment J WRR Template

## **I. PRICE AND COST**

### **I.1. Cost Proposal**

This is the proposal as submitted by the vendor of the number of hours and not to exceed amount. Vendors are to submit pricing using Attachment G.

## Attachment A – RFP Cover Page and Declaration

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The Vendor must complete and submit this Attachment. This Attachment shall be the cover page for the Vendor's Proposal.

|                             |  |
|-----------------------------|--|
| <b>Request for Proposal</b> |  |
| <b>RFP Name</b>             |  |

|                                       |  |
|---------------------------------------|--|
| <b>Vendors Name:</b>                  |  |
| <b>Address:</b>                       |  |
| <b>City:</b>                          |  |
| <b>State:</b>                         |  |
| <b>Zip Code:</b>                      |  |
| <b>Point of Contact for this RFP:</b> |  |
| <b>Phone:</b>                         |  |
| <b>Fax:</b>                           |  |
| <b>Email:</b>                         |  |

The following documents are required for this proposal (please mark off each document to acknowledge that you have submitted the document in the proper format):

- |                          |                                |   |
|--------------------------|--------------------------------|---|
| <input type="checkbox"/> | <b>Attachment A</b>            | <b>RFP Cover Page and Declaration</b>   |
| <input type="checkbox"/> | <b>Attachment G</b>            | <b>Cost Proposal</b>  |
| <input type="checkbox"/> | <b>Attachment C</b>            | <b>Complete and submit the Project Capability Checklist</b>   |
| <input type="checkbox"/> | <b>Attachment D</b>            | <b>Complete and submit Level of Expertise Capability Information. Submit references for each LE claim listed.</b> |
| <input type="checkbox"/> | <b>Attachment E</b>            | <b>Complete and submit Risk Assessment Information</b>  |
| <input type="checkbox"/> | <b>Attachment F</b>            | <b>Complete and submit Value Added Information</b>  |
| <input type="checkbox"/> | <b>Mandatory Forms</b>         | <b>Complete and submit all mandatory forms mentioned in Section E.7.</b>  |
| <input type="checkbox"/> | <b>Submission Deliverables</b> | <b>Ensure electronic media is included. Reference Section E.6.</b>  |

## ATTACHMENT B - REFERENCE QUESTIONNAIRE

PROPOSING VENDOR: \_\_\_\_\_

DATE: \_\_\_\_\_

REFERENCE: \_\_\_\_\_

PHONE: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

### I. INSTRUCTIONS

#### A. Proposing Vendor

- Print the name of your reference on "Reference" line.
- Print your company name on "Proposing Vendor" line.
- Send this form to your reference. Three references are required. To ensure receipt of an adequate number of reference responses, send a Reference Sheet to more than three vendors.
- It will be your responsibility to follow up with your references to ensure timely receipt of all questionnaires.

#### B. Instruction for Reference

- Print the responding individual's name, title, phone # and date on the appropriate lines.
- Type your response in the following manner. Use this form or using a separate sheet of paper, restate each question followed by your answer.
- Email your completed questionnaire to:

OMES Central Purchasing  
Attn: Solicitation #  
5005 N. Lincoln, Suite 200  
Oklahoma City, Oklahoma 73105  
[Lisa.Bradley@omes.ok.gov](mailto:Lisa.Bradley@omes.ok.gov)

This completed questionnaire MUST be received by the proposal due date. DO NOT return this questionnaire to the Proposing Vendor.

## II. Questions

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

B. How long did it take the vendor to complete the project?

If project is not completed give projected date of completion. \_\_\_\_\_

C. Please answer the following ten (10) questions using the scale provided:

1. Would you rate the quality of the vendor's service as:

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_  
Points (5) (4) (2) (0)

2. How would you rate the response time of this vendor?

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_  
Points (5) (4) (2) (0)

3. Were the timelines identified for the project schedule consistently met?

Always \_\_\_\_\_ Usually \_\_\_\_\_ Sometimes \_\_\_\_\_ Never \_\_\_\_\_  
Points (5) (4) (2) (0)

4. Did the vendor keep you informed of progress?

Always \_\_\_\_\_ Usually \_\_\_\_\_ Sometimes \_\_\_\_\_ Never \_\_\_\_\_  
Points (5) (4) (2) (0)

5. Did the vendor keep you informed of problems that would affect the timely delivery of the project?

Always \_\_\_\_\_ Usually \_\_\_\_\_ Sometimes \_\_\_\_\_ Never \_\_\_\_\_  
Points (5) (4) (2) (0)

6. Rate their efforts to maintain contact with you on progress, meeting milestones, etc:

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_  
Points (5) (4) (2) (0)

7. Did you experience any problems with the accuracy of any invoicing/billing:

No \_\_\_\_\_ Yes \_\_\_\_\_  
Points (5) (0)

8. Rate how quickly and thoroughly the vendor resolved any invoicing/billing issues:

Excellent \_\_\_\_\_ Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_  
Points (5) (4) (2) (0)

9. Have the problems you have experienced been dealt with to your satisfaction?

Always \_\_\_\_\_ Usually \_\_\_\_\_ Sometimes \_\_\_\_\_ Never \_\_\_\_\_  
Points (5) (4) (2) (0)

10. Was this Vendor flexible in meeting your requirements?

Yes \_\_\_\_\_ No \_\_\_\_\_  
Points (5) (0)

If no, why? \_\_\_\_\_

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

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

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## Attachment C

### Level of Expertise, Risk Assessment, and Value Added Submittal Checklist and Format

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The Respondent must complete and submit this checklist along with the Level of Expertise (LE), Risk Assessment (RA), and Value Added (VA) Submittal. This Checklist is not counted in the 6-page LE, RA, VA submittal limit. Failing to answer, or answering “No” to any of the questions below may result in disqualification.

Level of Expertise is 2 pages each

Risk Assessment is 2 pages each

Value Added is 2 pages each

- |   |  |
|---|--|
| 1. Is your LE, RA, VA Submittal 6 pages or less?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. Do you understand that your LE, RA, VA Submittal can <u>NOT</u> contain any names, past projects, or information that may used to identify who your firm is?   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. Do you understand that you have to use the LE, RA, VA Submittal templates provided in this RFP and that you are <u>NOT</u> allowed to re-create the Submittal Templates (cannot alter font size, add colors, add pictures, etc) or handwrite your responses? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. Do you understand that the contents of LE, RA, VA Submittal will become part of the Contract?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements?  | <input type="checkbox"/> Yes <input type="checkbox"/> No |

## Attachment D

### Level of Expertise Plan

This template should be used. The Level of Expertise Plan should identify the Respondent's **capability to meet the project's requirements** with a plan that meets time and cost goals. The capability claims should be prioritized (list the most important claims first). The Respondent may add or delete Level of Expertise Claim table templates, but do not exceed the **2-page** limit for this section. Do NOT include any identifying information in your Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

*Example (this example can be deleted to accommodate more claims)*

|                                 |  |
|---------------------------------|--|
| <b>Level of Expertise Plan:</b> | <i>We have a significant amount of experience in social media projects and consistently deliver high performance</i>   |
| <b>Documented Performance:</b>  | <i>We have completed 45 social media projects in the past two years with a 0.5% cost deviation and 2% schedule deviation. Overall customer satisfaction rating of 9.5 out of 10 for these 45 projects.</i> |

**Level of Expertise #1 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #2 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #3 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #4 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #5 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #6 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #7 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #8 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_



## Attachment E

### Risk Assessment Plan

This template should be used. The Risk Assessment Plan should address the risks that the Respondent **does NOT control**. The risks should be prioritized (list the greatest risks first). The Respondent may add or delete Risk table templates, but do not exceed the **2-page** limit for this section. Do NOT include any identifying information in the Plan. Information listed under the “Documented Performance” line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

*Example (this example can be deleted to accommodate more claims)*

**Risk Description:** *Risk that is not identified by client professional, competing vendors, or expert vendor will be identified and solved within 3 days maximum (unless more time is justified and requested).*

**Risk Impact / Why is this a Risk?** *Unforeseen circumstances/risks may cause a deviation to our planned baseline expectations.*

*Once we are notified of a change, we will take the following action:*

**Solution:**

- 1. Vendor shall immediately notify the State the same day as discovery of potential cost and time impact.*
- 2. Vendor shall find best possible options to minimize risk, with accompanying cost and time.*
- 3. Vendor will then present to State with justification as to why the best.*

**Documented Performance:** *We use this approach as part of every project we complete. We have had to use the approach 15 times over the past 3 years. Our solution resulted in less than 1% change orders, and 100% of the clients on these 15 projects rated our performance 10 out of 10.*

**Risk Description #1:**

**Risk Impact / Why is this a Risk?**

**Solution:**

**Documented Performance:**

**Risk Description #2:**

**Risk Impact / Why is this a Risk?**

**Solution:**

**Documented Performance:**

**Risk Description #3:**

**Risk Impact / Why is this a Risk?**

**Solution:**

**Documented Performance:**



## Attachment F

### Value Added Plan

This template must be used. The Value Added Plan should identify any **value added options or ideas that may benefit the Owner**. The value added claims should be prioritized (identify the most important claims first). The Respondent may add or delete Value Added Claim table templates, but do not exceed the **2-page** limit for this section. Do NOT include any identifying information in the Plan. Information listed under the “Documented Performance” line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

*Example (this example can be deleted to accommodate more claims)*

**Item Claim:** *This would be the place to offer service/package/optional remittance method (etc) not requested in the solicitation-insert description here*

**How will this add value?** *How would the item described above add value to the State's contract?*

**Documented Performance:** *State in general terms where offered and the results*

**Cost Impact (%):** *What is cost or hourly rate?* **Schedule Impact (%):** *What is the unit of measure for the cost?*

**Item #1 Claim:**

**How will this add value?**

**Documented Performance:**

**Cost Impact (%):** **Schedule Impact (%):**

**Item #2 Claim:**

**How will this add value?**

**Documented Performance:**

**Cost Impact (%):** **Schedule Impact (%):**

**Item #3 Claim:**

**How will this add value?**

**Documented Performance:**

**Cost Impact (%):** **Schedule Impact (%):**

**Item #4 Claim:**

**How will this add value?**

**Documented Performance:**

**Cost Impact (%):** **Schedule Impact (%):**

**Item #5 Claim:**

**How will this add value?**

**Documented Performance:**

**Cost Impact (%):** **Schedule Impact (%):**

## COST PROPOSAL

Proposer must complete the following information.

| Skill/Resource and Name | Hours on the Project | Fully Burdened Rate | Total Cost to the Project |
|-------------------------|----------------------|---------------------|---------------------------|
|-------------------------|----------------------|---------------------|---------------------------|

[illegible]

# Attachment H

## Clarification / Pre-Award Phase Guide

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### 1. Overview

- a. The clarification/Pre-Award Period is not a negotiation period. Respondent will not be permitted to modify their cost/fee/financial rate, project durations, or project team unless the State requests changes. The Clarification/Pre-Award Period is started by the notification of the best value vendor, and ended by the final presentation to the State after all issues have been addressed. If the State is not satisfied during the Clarification/Pre-Award Phase, or upon completion of the Pre-Award Meeting, the State may consider another Respondent for potential award (this Respondent would also have to conduct a Pre-Award Meeting). If the State is satisfied with the potential best-value Respondent, they will proceed to issue and Award and Contract.
- b. The Pre-Award Phase is carried out prior to the signing of the contract. The State's objective is to have the project/service completed on time, without any contractor cost increases, and with high customer satisfaction. At the end of the project, the State will evaluate the performance of the Respondent based on these factors, so it is very important that the Respondent preplans the project to ensure there are no surprises.
- c. It is the Respondent's responsibility to ensure it understands the scope of the project and clearly identify what they are delivering. It is the State's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed. It is the Respondent's responsibility to manage and mitigate the risk of the project.
- d. The Pre-Award Phase provides the Respondent with a final opportunity to identify "what is in" and "what is out" of their proposal. This is attached with a milestone schedule and a cost, and proposed schedule of values. The State has the right to accept or deny this proposal. The State also has a right identify their perceived risks, concerns, and issues which it will require the Respondent to mitigate and manage. The major products of the Pre-Award Period include the scope of the project, the milestone schedule, the Risk Management Plan (RMP), the cost breakout of the project, and the weekly risk report (WRR). The pre-planning should include all coordination and identification of all risks that cannot be controlled by the Respondent.
- e. In many cases, one of the Respondent's biggest risks (in terms of delivering the service with high satisfaction) is the State. Therefore, it is in the Respondent's best interest to identify any issues or concerns ahead of time during the pre-award phase. The Respondent should minimize their risk by creating documentation that assists them to be proactive in mitigating risk.

### 2. Pre-Planning and Coordination

- a. Respondents may be required to provide the State with supporting documentation of any information listed in their submittals before entering the Pre-Award Phase.

## **Attachment H**

### **Clarification / Pre-Award Phase Guide**

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- b. Once the best value Respondent is notified, the State may provide a list of risks identified by the other Respondents and a list of any State issues or concerns.
- c. The State requires that the Respondent attend a Kick-Off Meeting to present their proposal, the milestone schedule, their risk management plan (RMP), and to seek additional issues or concerns that the State may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The Respondent is required to perform the following functions as part of, or in preparation for, this Kick-Off Meeting:
  - i. Ensure that the State Project Manager has invited all State stakeholders and participants to the meeting.
  - ii. Present the scope of their services (“what is in” and “what is out”).
  - iii. Present their milestone schedule and their risk management plan (RMP). This includes risks and potential mitigation to the risks.
  - iv. Identify State responsibilities.
  - v. Present their Weekly Risk Report (WRR) format.
  - vi. Identify any risks presented by State.
  - vii. Listen to concerns, issues, and comments from stakeholders.
  - viii. Propose a schedule to finalize Pre-Award Period and the contract documents.
- d. Once the Pre-Award Kick-Off meeting is held, and if the State is comfortable with the Respondent’s proposal, the Pre-Award Phase begins. The Respondent will be required to complete the following:
  - i. Revisit the site/buildings/campus to do any additional investigating (if applicable).
  - ii. Coordinate with all parties that will be involved with the project.
  - iii. Resolve concerns and issues they have with mitigating actions.
  - iv. Finalize the Pre-Award Documents (contract, WRR, Milestone schedule, RMP, project scope)

### **3. Pre-Award Documents**

The final Pre-Award Document will include the following:

- a. Finalized scope documents
- b. Risk Management Plan (RMP)
- c. Milestone schedule
- d. Weekly Risk Report form (WRR)
- e. Project financial summary
  - i. The Respondents Original Project Rates

## **Attachment H**

### **Clarification / Pre-Award Phase Guide**

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- ii. A list of agreed/accepted Value Added Options (with impact to cost)
- iii. A list of agreed upon Scope Changes or Additional Work (if applicable and with impact to cost)
- iv. A schedule of values
- f. Complete detailed project or services schedule
- g. Project action item checklist of State actions
- h. Project and emergency contact list

#### **4. Pre-Award Meeting**

- a. The Pre-Award Summary Meeting is held at the end of the pre-award phase and is used to present a summary of what was developed and agreed upon during the pre-award phase. The pre-award meeting is not a question and answer session. The Respondent and State stakeholders must not wait for the meeting to ask questions. All coordination and planning with the State should be done prior to the meeting.
- b. The Respondent should give a presentation, which walks the State through the entire project and summarizes all of the coordination/planning done during the pre-award period. The Respondent should bring their team and all the documents specified in the Pre-Award Document. The Respondent should come with documents explaining what the State is responsible for in this project and should identify exactly what they want from the State with due dates. The Respondent must convince the State that they have minimized all risks and will not be surprised once the project begins. The pre-award meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents stated the Pre-Award Document.

# **Attachment I**

## **Weekly Risk Report (WWR)**

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### **Overview**

The Weekly Risk Reporting System (WRRS) is a companion to the QC Plan that is created by the best value Respondent during the Pre-Award Phase. The report serves as a tool for the Owner in analyzing the performance of each Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting system (that the Respondent may do).

The purpose of the WRRS is to allow the Respondent to manage and document all risks that occur throughout a Project. Risk is defined as anything that impacts the Project cost or Project schedule. This includes risks that are caused by the contractor (or entities contracted by the contractor), and risks that are caused by the Owner (scope changes, unforeseen conditions, etc). The Owner Project Manager may also require the Respondent to document risks that may impact Owner satisfaction.

### **Submission**

The weekly report is an excel file that must be submitted on the Friday of every week. The report is due every week once the authorization to proceed is issued, until the Project is 100% complete (and final payment is made). Please contact the State Project Manager if you have not received an electronic version of the spreadsheet (once the authorization to proceed has been issued).

The completed report must be saved using the date and name of the Project given by the State (Format: YYMMDD\_Project Name\_Project ID; For example, 'Polk Project' for the week ending Friday, March 1, 2005, should be labeled '050301\_PolkProject\_01-123-45-6789'). Weekly Reports are to be emailed (by midnight each Friday). Awarded supplier will be notified after award of the contact person to email these reports to.



## **Online Guide and Tutorial**

A short video tutorial is also available online which provides information on the reporting system. Respondents are required to watch this video prior to completing/submitting the weekly reports.

The weekly report consists of scope changes or unforeseen events that are risks to the Project in terms of cost, schedule, or State satisfaction including any issues that could potentially develop into a risk. When a new issue is identified, it is added to the Project risks, along with the following: Identification date (date the risk was identified), plan to minimize the risk, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

Prior to submitting the report, the Respondent must contact the State Project Manager if there are any risks or potential risks identified. The Project Manager is required to provide a satisfaction rating based on the identified risk and the Respondents plan to mitigate the risk. The rating is based on a scale of 1-10 (10 being completely satisfied and 1 being completely dissatisfied). The Project Manager may modify their satisfaction ratings at any time throughout the Project. When a risk is resolved, the actual date of resolution must be listed.

The Respondent is also required to submit a detailed Project schedule (including the authorization to proceed date, substantial completion date, and final payment date) in the weekly report. The schedule report must contain the Respondents original schedule along with the current estimated schedule.

The State will analyze the reports for accuracy and timeliness. The report will be used in part by the Owner to determine the overall final performance rating of the Respondent (and its team).



# SOLICITATION REQUEST

☐ Request for Quote

☐ Request for Proposal

☐ Request for Bid

**Dispatch via Print**

## Corporation Commission

Oklahoma Corporation Commission  
Jim Thorpe Bld  
2101 N Lincoln  
Oklahoma City OK 73105

**Supplier:** NAME

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

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

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

| Request Quote ID. | Date       | Buyer        | Page |
|-------------------|------------|--------------|------|
| 1850000131        | 05/22/2017 | Lisa Bradley | 1    |

| Payment Terms | DateTime Quote Open | Closing             |
|---------------|---------------------|---------------------|
| 0 Days        | 06/14/2017 04:03 PM | 06/26/2017 03:00 AM |

Requisition Number Reference: From Req ID - 1850004480

**Ship To:** Oklahoma Corporation Commission  
Jim Thorpe Bldg. - RM 129  
2101 N. Lincoln Blvd.  
Oklahoma City OK 73105

**Bill To:** Oklahoma Corporation Commission  
Jim Thorpe Bldg. - RM 342  
2101 N. Lincoln Blvd.  
Oklahoma City OK 73105

### Supplier Responses

| Line | Cat CD / Item # - Descr   | Qty. | UOM | Unit Cost | Ext. Cost |
|------|---|------|-----|-----------|-----------|
| 1    | 80101507 / Strategic Planner to update current Oklahoma Corporation Commission's strategic plan | 1    | JA  |           |           |

REFERENCE SOLICITATION PACKAGE

**Freight Terms:** FOB DEST

**Ship Via:** COMMON

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

**Supplier Remarks:**

### COMMENTS:

Award Contract...July 10, 2017

Field work to begin...July 10, 2017 through August 31, 2017

Final report due to agency...September 15, 2017

\*Develop a performance reporting process for the performance measures contained in the strategic plan to facilitate the development of new performance measures

\*Assess the impact of the performance measures on the agency's budget and other resources for FY 2019-2023

\*Planner to develop a performance measure template for OCC to use to update progress of the performance measure

\*\*Contract to be renewable where the vendor can assist our agency in updating the performance measures annually

### This is NOT AN ORDER

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

**Authorized Signature**