



Solicitation Cover Page

1. Solicitation #: 1700000010

2. Solicitation Issue Date: 3/8/2018

3. Brief Description of Requirement:

The Office of Management Enterprise Services on behalf of the Construction Industries Board (CIB) is seeking qualified individuals or firms to provide legislative consulting services to the CIB.

Solicitation Notice: Please note that on a Request for Proposal (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 no later than March 15, 2018 at 3:00 p.m. Central Standard Time. Questions are to be emailed to Jeffery.Finlay@omes.ok.gov.

Questions received after this date will not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers.

4. Response Due Date¹: March 27, 2018

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

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

Oklahoma City, OK 73105

Common Carrier Delivery Address: 5005 N Lincoln Blvd

Oklahoma City, OK 73105

Electronic Submission Address: N/A

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

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

7. Contracting Officer:

Name: Jeffery Finlay

Phone: 405-522-2666

Email: Jeffery.finlay@omes.ok.gov

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

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



Responding Bidder Information

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

1. RE: Solicitation # 1700000010

2. Bidder General Information:

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

☐ YES – Permit #: _____

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

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: _____

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

6. Workers' Compensation Insurance Coverage:

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

☐ YES – Include with the bid a certificate of insurance.

☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

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

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

7. Disabled Veteran Business Enterprise Act

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

Authorized Signature

Date

Printed Name

Title



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

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

Agency Name: Construction Industries Board Agency Number: 170

Solicitation or Purchase Order #: 1700000010

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION 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. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

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

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the 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.

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.** Closing Date – the date the RFP closes, also proposal opening date, and response due date.
- B.1.2.** Government Entities – State Agencies, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Municipalities, and political subdivisions.
- B.1.3.** Construction Industries Board (CIB)– the self-funded, non-appropriated State Agency receiving services under this RFP.

B.2. Contract Term, Renewal and Extension Option

- B.2.1.** The initial Contract period shall begin on July 1, 2018 and shall extend through June 30, 2019, for a one (1) year period unless renewed, extended or terminated in accordance with applicable Contract provisions. The Bidder shall not commence work, or commit funds, or incur costs, or in any way act to obligate the State as if he/she were the Bidder until so notified in writing of the approval of the Contract. The State Purchasing Director is the only individual who can transmit that approval to the Bidder.
- B.2.2.** The contract will be for indefinite delivery and indefinite quantity for the products/services awarded
- B.2.3.** Under Oklahoma law, CIB may not contract for a period longer than one (1) year. The Board shall have the option to renew the contract for four (4) additional twelve (12) month periods under the same terms and conditions.
- B.2.4.** The State, at its sole option, may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If option is exercised, the State will notify the Bidder in writing prior to contract end date.
- B.2.5.** Notification to exercise the option to renew the Contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The Contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.
- B.2.6.** In the event the contract is terminated, the State of Oklahoma may take possession of all materials, data, reports, etc., and finish the contract by whatever methods the State of Oklahoma may deem expedient, procuring services similar to those so terminated.

B.3. Gratuities

The right of the successful Bidder to perform under the Contract may be terminated, by written notice, if the Contracting Officer determines that the successful Bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the State. Furthermore a Bidder convicted of such violation may also be suspended or debarred.

B.4. Mutual Responsibilities

The State and Bidder agree that under this Agreement:

- B.4.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party;
- B.4.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others, as long as such similar agreement is not with one whose interests could be in conflict with the CIB, as determined by the CIB;
- B.4.3.** Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted;

B.5. Sub-Contractors

- B.5.1.** The Bidder may not use sub-contractors in support of the Contract to contact legislators, state agencies or state officers without prior request to the CIB and prior receipt of written approval from CIB; however the Bidder may use sub-contractors for administrative support and shall remain solely responsible for the performance of the Contract.
- B.5.2.** All payments for Products or Services shall be made directly to the Bidder. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under the Contract.
- B.5.3.** All sub-contractor changes after award, including changes of the actual employees performing services on the Contract, are subject to approval by the agency and the OMES Contracting Officer. No payments will be made to the Bidder for services performed pursuant to the Contract by unapproved employees of a sub-contractor.
- B.5.4.** Bidder's employees or agents, if any, who perform services for the State under this Agreement shall also be bound by the provisions of this Agreement. At the request of the State, Bidder shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to Bidder'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.6. Background Checks and Verifications

At the sole discretion of the State, Bidder may be subject to user background checks, depending on the information systems the Bidder accesses or types of data the State provides. Bidder must submit the required background check information to the State in a timely manner. The State will not process any access agreements prior to completion of user background verification.

B.7. Confidentiality

- B.7.1.** Pursuant to Title 62 O.S. § 34.12.C, OMES and all agencies of the executive branch of the state shall not be required to disclose, directly or indirectly, any information of a state agency which is declared to be confidential or privileged by state or federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of state assets.
- B.7.2.** Bidder recognizes that the State of Oklahoma has and will have information, business models, and other proprietary information (collectively, "Information") which are subject to confidentiality by virtue of statute or are valuable, special and unique assets of the State and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Bidder agrees that Bidder, any employees of Bidder, or any agents of Bidder will not at any time or in any manner, either directly or indirectly, use any Information for Bidder's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party. With the prior written consent of the State, such information may be released to authorized third parties. Bidder will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.
- B.7.3.** Bidder recognizes that CIB has and will have information, business models, and other proprietary information (collectively, "Information"), which are subject to confidentiality by virtue of statute or are valuable, special and unique assets of CIB that must be protected from improper disclosure. In consideration for the disclosure of the Information, bidder agrees that bidder, and all of bidder's employees and agents will not at any time or in any manner, either directly or indirectly, use any Information for their own benefit, or divulge, disclose, or communicate in any manner, any Information to any third party, without the prior written consent of CIB Board or Administrator. Bidder and all of bidder's employees and agents will protect the Information and treat it as strictly confidential. A violation of this paragraph is a material violation of this agreement.
- B.7.4.** The confidentiality provisions of this proposal will remain in full force and effect after the termination of this Agreement

B.8. Unauthorized Obligations

At no time during the performance of the Contract shall the Bidder have the authority to obligate the State or the agency for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, Bidder shall cease the project and contact agency for approval prior to proceeding.

B.9. Invoices

- B.9.1.** CIB will pay for the services provided under the resultant contract in equal increments to be billed by Bidders on the last business day of each month during the contract period. Bidder's invoices shall reference the Purchase Order number and shall show the date the services were performed, the identity of the person performing such services, the nature of the work performed and the amount of time used in the performance of such work. Upon termination of this Agreement, payments shall cease; however, Bidder may be entitled to payment for periods or partial periods in which services were provided occurring prior to termination. Such authorized payments will be processed and paid in accordance with the terms of the contract.
- B.9.2.** Bidder shall be paid upon submission of proper invoice(s) to the agency at the prices stipulated on the contract. The State of Oklahoma pays at Net 45.
- B.9.3.** Invoices shall contain the purchase order number, a description of the services provided and the dates of those services.
- B.9.4.** Failure to provide proper invoices may result in delay of processing invoices for payment.

B.10. Patents and Royalties

Bidder without exception shall indemnify and hold harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or used in the performance of the contract. If the Bidder uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.11. Equal Opportunity and Discrimination

The Bidder is an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

B.12. Lobbying

The Bidder certifies compliance with the Anti-Lobbying law, Section 1325, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

B.13. Drug-Free Workplace

The Bidder certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

B.14. Environmental Protection

If the payments pursuant to the contract are expected to exceed \$100,000.00, then the Bidder must comply with the Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities.

B.15. Assignment

Bidder's obligations under the Contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the State.

B.16. Severability

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

B.17. Failure to Enforce

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

B.18. Offshore Services

No offshore services are provided for under the resulting contract.

B.19. Limitation of Liability

- B.19.1.** Bidder shall be liable for any damages resulting from, arising out of, or relating to the services provided through this agreement. Bidder's liability for all programs, including software products owned or distributed by the Bidder, program documentation, and any program updates acquired through technical support shall be limited to the Bidder's warranty.
- B.19.2.** Any limitation of liability submitted by the Bidder does not apply to the extent a court of competent jurisdiction (including any appellate court of final review) determines such limitation of liability violates Oklahoma law, in which case the specific limitation that the court determines is in violation of Oklahoma law shall be void."
- B.19.3.** Bidder agrees to indemnify and hold the State of Oklahoma and or CIB harmless from all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against the State of Oklahoma and or CIB that result from the acts or omissions of bidder, bidder's employees, if any, and bidder's agents. By this requirement, however, neither party waives, nor has the authority to waive for the other immunity under the Governmental Tort Claims Act, 51 O.S. § 15t, et seq.

B.20. Failure to Provide

The Bidder's repeated failure to provide defined services, without reasonable basis as determined by the State of Oklahoma, shall constitute a material breach of the Bidder's obligations, which may result in cancellation of the contract.

B.21. Agency Policies

The Bidder's associates must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Bidder to review and relate agency policies covering the above to the consulting staff.

B.22. Emerging Technologies

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

B.23. Ownership of Information

The information produced as a result of the implementation of Bidder's proposed solution is the sole property of the State. At no time will the State be billed additional charges for the release of this information.

B.24. Bidder Services

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

B.25. Right to Renegotiate

Prior to exercising the State's right to cancel a contract, the State may renegotiate an existing contract with a Bidder for the purpose of obtaining more favorable terms for the State, provided that the term of the contract is not modified.

B.26. Disclosure and Conflict

Bidder is required to disclose all activities of all members, employees, sub-contractors, and agents, whether performed on their own behalf, on behalf of a client, or other person, that conflict or may conflict with the interests of the State of Oklahoma and/or CIB. Bidder shall not plan, prepare or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma and/or CIB during the period of this Agreement without prior written notification to CIB and receipt of written approval from CIB. Direct conflicts of interest as determined by the CIB will result in disqualification of Bidder's bid documents, or if occurring subsequently to this contractual agreement, then it will result in termination for cause. Bidder shall not accept any new governmental relations or lobbying clients or contracts during the term of this Agreement in the areas of Mechanical, Electrical, Plumbing Trades, Inspection Services, or Roofing Services without prior disclosure to CIB and prior written approval from CIB. Conflicts with the interests of CIB include any activity or interest affecting CIB, its employees, other third-party individuals or entities holding contracts with CIB and/or its Board or individual members.

B.27. Non-Competition Agreement

Recognizing that bidders may obtain various items of Information that are special and unique assets of CIB that must be protected from disclosure, and in consideration of the disclosure of the Information for purposes of fulfillment of this agreement, bidders agree and covenant that during the contract period and/or a period of two legislative sessions following the termination of this Agreement, whether such termination is voluntary or involuntary, bidders will not directly or indirectly engage in any business competitive with CIB or provide services similar to the services provided in this agreement to competitors of the State of Oklahoma and/or CIB. Bidder agrees that this non-competition provision will not adversely affect the livelihood of bidder.

B.28. Unauthorized Disclosure of Information

If it appears that bidder or any of bidder's employees or agents have disclosed (or threatened to disclose) Information in violation of this agreement, CIB shall be entitled to an injunction to restrain them from disclosing, in whole or in part, such Information, or from providing any services to any party to whom such Information has been disclosed or may be disclosed. CIB shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

C. SOLICITATION SPECIFICATIONS

C.1. Introduction

- C.1.1.** The Office of Management Enterprise Services on behalf of the Construction Industries Board (CIB) is seeking qualified individuals or firms to provide legislative consulting services to the CIB.
- C.1.2.** CIB seeks individuals or firms that can work well with CIB on behalf of its industries to meet their needs.
- C.1.3.** CIB's goal for this RFP is to contract with individuals or firms who have a proven track record of obtaining successful legislative results and demonstrable knowledge of state agencies and the Oklahoma Legislature.
- C.1.4.** The successful Bidder(s) will help promote positive government relations, obtain successful legislative results and maintain effective communications with the Legislature.

C.2. History

- C.2.1.** The CIB was created by the Oklahoma State Legislature to provide registration and licensing to approximately 37,000 trades people in the Mechanical, Electrical, and Plumbing trades as well as Building and Construction Inspectors, Home Inspectors, and Roofing Contractors. The mission of the Construction Industries Board is to protect life and property by licensing and inspection of the related trades for the health, safety and welfare of the public.

C.3. Mandatory Requirements

- C.3.1.** The Bidder and all of its members, partners, employees and agents discussing CIB legislative issues with legislators and state officers must be a registered lobbyist with the Oklahoma Ethics Commission. Please provide the Lobbyist Registration ID number(s) with your proposal.

- C.3.2.** The Bidder and all of its members, partners, employees and agents discussing CIB legislative issues with legislators and state officers must have at least eight years experience as a lobbyist or legislative liaison performing services in the State of Oklahoma.
- C.3.3.** The Bidder must be available in Oklahoma to provide services at all times during Oklahoma's regular legislative session as well as any special session of the Oklahoma Legislature.
- C.3.4.** The Bidder and all of its members, partners, employees and agents discussing CIB legislative issues with legislators and state officers must pass a conflicts check as determined by the State of Oklahoma and the CIB.

C.4. Non-mandatory Requirements:

- C.4.1.** Successful bidder will provide the following services, including but not limited to:
 - C.4.1.1.** Representation of the Construction Industries Board before the Oklahoma Legislature, individual legislators and administrative or executive officers to accomplish assignments as directed by CIB.
 - C.4.1.2.** Attend hearings and all meetings, including legislative committee meetings and meetings of the CIB Board, as requested.
 - C.4.1.3.** Identify legislation and public policy of importance to CIB and provide written and verbal reports on such legislation and policies to CIB as requested;
 - C.4.1.4.** Shepherd the CIB's administrative rules through the legislative rule-making process.
- C.4.2.** Provide professional resumes of all individuals who are members, partners, employees, or agents of Bidder's firm and firms proposed by Bidder to perform services on behalf of CIB in connection with this RFP, including experience, education and other relevant qualifications including applicable business experience.
- C.4.3.** Provide a list of all current clients, and all clients for the last five (5) years, for all members, partners, employees, and agents of Bidder's firm, and describe for each any clients related to the areas of construction, public or government entities.
- C.4.4.** Submit a brief history of prior legislative liaison accomplishments. Provide a description of any prior legislative liaison accomplishments involving: (a) both legislative bodies of Oklahoma state government spanning across party lines, (b) CIB, and (c) state entities.
- C.4.5.** Disclose all activities or interests of all Bidder's members, partners, employees, and agents that conflict or may conflict with the interests of CIB and its trades associations in the industry as a whole.
- C.4.6.** Provide three references including name, relationship, and length of relationship, position and contact information.

D. EVALUATION

D.1. Evaluation and Award

- D.1.1.** Proposals will be evaluated on the "best value" determination in accordance with the State of Oklahoma Statute Title 74, Section 85.
- D.1.2.** The State reserves the right to accept or reject any or all proposals or any portion thereof.
- D.1.3.** The State may elect to negotiate with selected Bidders/Individuals during the procurement process to get the best business terms, value and price for its citizens. The State will consider all cost and business terms to be negotiable and not artificially constrained by internal corporate policies. In short, Bidders that contend they lack flexibility because of their corporate policy on a particular negotiation item will face a significant disadvantage and may not be considered.
- D.1.4.** The State reserves the right to request a 'best and final' offer from one or more Bidders.
- D.1.5.** The State reserves the right, at its sole discretion, to request clarifications of proposals or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing.

D.2. Selection Criteria

- D.2.1.** The resultant contract will be awarded to the Bidder whose proposal and pricing are deemed most advantageous to the State. Proposal considerations may include (in no order of precedence):
 - D.2.1.1.** Mandatory Requirements – See Section C.2
 - D.2.1.2.** Qualifications – Track record in working for interests of clients, whether it be for or against legislation.
 - D.2.1.3.** Quality and relevance of legislative accomplishment
 - D.2.1.4.** Experience related to government, construction, and other business activity
 - D.2.1.5.** Cost (shall be submitted in a separate envelope) – refer to Sections E and H.

D.2.1.6. References – Refer to Section E.7.

NOTE: Refer to Section E for all required proposal submittals as this represents the evaluation factors only. Failure to submit the items requested in Section E may result in disqualification of the bidder's bid documents. Section E will serve as the Bidder's checklist for responding to this RFP.

D.3. Evaluation Process

D.3.1. Evaluation Process –

D.3.1.1. Determination of Solicitation Responsiveness

All proposals shall be reviewed by the Contracting Officer to determine compliance with basic proposal requirements as specified in this RFP. A responsive proposal is defined as a response that meets all the general mandatory requirements as outlined below:

D.3.1.2. Certification for Competitive Bid and Contract, OMES-FORM-CP-004SA.

D.3.1.3. Responding Bidder Information, OMES-FORM-CP-076SA.

D.3.1.4. Amendments, if issued, are acknowledged.

D.3.1.5. All required submittal documents requested in the RFP were received, in the format required, inclusive of all detailed information requested (Refer to Section E).

Meeting all requirements outlined above allows the proposal to proceed to the Evaluation of Proposal stage. Failure to meet all of the above may result in the proposal being disqualified with no advancement. The sequence of events during the point's portion of the evaluation may over-lap. For example the Contracting Officer may elect to have references checked at the same time costs are being evaluated.

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. Failure to do so will be at the bidder's risk.

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 Bidder'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. Preparation of Proposal

E.3.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.

E.3.2. Information shall be entered on the forms provided if applicable.

E.3.3. Bidders are allowed to submit multiple or "alternate" proposals. Each alternate proposal must be submitted under separate cover as an entire document and must meet all the requirements of the solicitation and must indicate order of preference.

E.4. Submission of Proposal

E.4.1. By submitting a proposal, Bidder agrees not to make any claim of damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any other misinformation or lack of information.

E.4.2. 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 an error that reasonably should have been known by the Bidder, the Bidder shall submit a proposal 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.

E.4.3. Completeness of proposal(s): It is desirable that the Bidder respond in a complete, but concise manner. It is the Bidder's sole responsibility to submit information in the proposals as requested by the SOLICITATION. The Bidder's

failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the Bidder's proposal(s).

- E.4.4.** Copies: the Bidder's proposal(s) should be paginated and include an original document, plus Seven (7) copies for a total of Eight (8) documents. The documents' front pages should indicate original or copy.
- E.4.5.** The Bidder should include a "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, or USB Thumb/Flash drive of the bidder's response.

E.5. Explanation to Bidders

- E.5.1.** Bidders who need clarification shall contact the State's contracting officer shown on the RFP. Oral explanations or instructions given before proposal opening will not be binding. Any information given a Bidder concerning a solicitation will be provided promptly to all other Bidders as an amendment, if that information is necessary in submitting proposals or if it would be prejudicial to other Bidders.
- E.5.2.** General Solicitation Questions – Bidder may submit general questions concerning the specifications of the solicitation. These questions will be promptly answered in the form of an Amendment and sent to all responding bidders via email.
- E.5.3.** When posing questions, every effort should be made to be concise and include section references, when possible.
- E.5.4.** Bidders are advised that any questions received after March 15, 2018 by 12:00 p.m. shall not be answered.

E.6. Cost of Preparing Proposal

- E.6.1.** All costs incurred by the Bidder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Bidder. The State of Oklahoma will not reimburse any Bidder for any such costs.

E.7. Notice of Award

A notice of award in the form of a Purchase Order (PO) or contract resulting from this SOLICITATION will be furnished to the successful Bidder and shall result in a binding contract. The Oklahoma State Statutes and Rules, this Request for Proposal and any corresponding amendments, a state issued contract, and the State's purchase order will be the documents that make up the complete agreement resulting from this contract. Any language issued in Bidder's response or agreement will not supersede the State's documents regardless of any order of precedence stated.

F. CHECKLIST

F.1. Offer Response Sections – Required Submittals

- F.1.1.** The Offer response must have the following sections:

- F.1.1.1.** Section 1 – Solicitation Specifications Response (Attachment A)

- F.1.1.2.** Section 2 – Experience

- F.1.1.2.1.** The potential Bidder shall describe three previous projects to demonstrate their experience. To obtain maximum points, the projects should state the type of project (if similar to this project), if the project is a state government project (or other client), and when the project was completed or the projected date to be completed.

- F.1.1.2.2.** If the project is complete and fully operational the Bidder should state so.

NOTE: Receipt of falsified information may result in disqualification of the Bidder. Failure to submit all of the requested information will result in a reduction of points. Bidder shall utilize Section C.4.1 of Attachment A in their proposal response to satisfy this requirement.

- F.1.1.2.3.** References (Attachment B)

- F.1.1.2.3.1.** The potential Bidder should submit three references with the contact information stated below for each of Bidder's proposed personnel for this RFP. The references should be for the projects identified above under experience and should be for services/products similar to this project.

- F.1.1.2.3.2.** The State will make three active attempts to contact the Bidder's reference, after this the Bidder will be contacted and given 3 business days to have the reference contact the state. If the reference is no longer available, the Bidder may select an alternate person at the same company/firm/agency.

- F.1.1.2.3.3.** If the State is still not able to make contact with the reference, it will result in zero points for this reference.

- F.1.1.2.3.4.** Only one failed reference contact is allowable. If more than one reference is unavailable the Bidder may be disqualified from the evaluation process. Failure to submit all of the requested information may result in a reduction of points if information is not verifiable (example reference was not able to verify project type).

NOTE: Receipt of a bad reference or falsified information may result in disqualification of the Bidder. The references should be for firms/individuals within the United States. Bidder shall utilize Attachment A in their proposal response to satisfy this requirement.

F.1.1.2.3.5. Company Name

F.1.1.2.3.6. Contact person name, title, business address, email, and phone number.

F.1.1.2.3.7. Date of work performed.

F.1.1.2.3.8. Brief statement of the nature of this reference's business and how their requirements are similar to those in this proposal.

F.1.1.2.3.9. Outcome of Project.

F.1.1.2.3.10. Brief summary of the project.

F.1.1.3. Section 3 – Cost Proposal (Should be submitted in a separate sealed envelope) Attachment C.

F.1.1.3.1. Bidder must utilize Attachment C in their proposal response to satisfy this requirement. This must be submitted in a separate sealed envelope, clearly marked with the Bidder's name.

F.1.1.3.2. The Cost Proposal Section will detail all associated costs. Costs will be broken down into their appropriate areas. All costs associated with this RFP must be in the Bidder response.

F.1.1.3.3. The Cost Proposal is to be submitted in a sealed envelope appropriately marked. All rates are to include any and all travel related expenses as they cannot be billed separately.

F.1.1.3.4. The State shall not pay for, nor be liable for, any other additional costs including but not limited to taxes, shipping charges, insurance, penalties, termination payments, attorney fees, and liquidated damages.

F.1.1.3.5. The rates shall be included for the initial year of the contract, and include the rates for optional years Two (2) and Three (3). Refer to Section H for additional details regarding pricing requirements.

F.1.1.4. Section 4 – Certification for Competitive Bid and Contract, OMES-FORM-CP-004SA.

F.1.1.5. Section 5 – Amendments, if issued, are acknowledged.

F.1.1.6. Section 6 – OMES-FORM-CP-076SA. See the first pages of this solicitation.

G. OTHER

G.1. Attachments

G.1.1. Attachment A – Requirements Response

G.1.2. Attachment B – Business Reference Template

G.1.3. Attachment C Cost Template

G.1.4. OMES Vendor Payee Form

H. PRICE AND COST

H.1. Pricing shall be for the first year and four (4) subsequent optional years.

H.2. The Bidder should utilize Attachment C for their response in this area to satisfy this requirement.



Vendor/Payee Form

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

DO NOT use this form for:

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

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

State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

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

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

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

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

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

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

W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

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

U.S. Taxpayer Identification Number (TIN)

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

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

Entity Filing Classification:

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

☐ Limited Liability Company Type: _____

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

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

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

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

FOREIGN VENDOR INSTRUCTIONS:*** ADDITIONAL DOCUMENTATION IS REQUIRED.**

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/fw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

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

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

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

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

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

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

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

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income		
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories </td> <td style="width: 50%; vertical-align: top;"> 515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS) </td> </tr> </table>			515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)
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<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION <table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services </td> <td style="width: 50%; vertical-align: top;"> 515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation </td> </tr> </table>			515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 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<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney				

CIB LEGISLATIVE LIAISON RFP – Attachment A
Requirements Response Template

Instructions: The vendor shall use the format provided in this attachment to respond to the RFP requirements. For each requirement listed in Section C.2 and C.3, the vendor shall (1) designate the degree to which the requirement is met and (2) provide additional information or clarification explaining how the requirement is met. Unless otherwise noted, the responses for each item in Section C.3 shall be limited to 1-3 paragraphs with a maximum length of two pages for any individual item in Section C.3. A simple check mark will not be considered an adequate response.

Solicitation Specifications

C.2 **Mandatory Specifications:**

- C.2.1. The Supplier and all of its members, partners, employees and agents discussing CIB legislative issues with legislators and state officers must be a registered lobbyist with the Oklahoma Ethics Commission. Please provide the Lobbyist Registration ID number(s) with your proposal.

Lobbyist Registration ID Number _____

Description:

- C.2.2. The Supplier must have at least eight years' experience as a lobbyist or legislative liaison performing services in the State of Oklahoma or as a legislator for the State of Oklahoma.

Description:

- C.2.3. The Supplier must be available in Oklahoma to provide services at all times during Oklahoma's regular legislative session as well as any special session of the Oklahoma Legislature.

Description:

CIB LEGISLATIVE LIAISON RFP – Attachment A
Requirements Response Template

- C.2.4. The Supplier must possess experience representing government entities before the Oklahoma State Legislature.

Description:

- C.2.5. The Supplier must pass a conflicts check as determined by the State of Oklahoma and the CIB.

Description:

C.3 Non-mandatory Requirements:

- C.3.1. Representation of the Construction Industries Board before the Oklahoma Legislature, individual legislators and administrative or executive officers to accomplish assignments as directed by CIB.

Description:

- C.3.2. Attend hearings and all meetings, including legislative committee meetings and meetings of the CIB Board, as requested.

Description:

CIB LEGISLATIVE LIAISON RFP – Attachment A
Requirements Response Template

- C.3.3. Identify legislation and public policy of importance to CIB and provide written and verbal reports on such legislation and policies to CIB as requested.

Description:

- C.3.4. Shepherd the CIB's administrative rules through the legislative rule-making process.

Description:

C.4. Response Requirements:

- C.4.1. Show how Supplier meets the mandatory and non-mandatory qualifications outlined in Section C.2 and C.3.

Description:

- C.4.2. Provide professional resumes of all individuals who are members, partners, employees, or agents of Supplier's firm and firms proposed by Supplier to perform services on behalf of CIB in connection with this RFP, including experience, education and other relevant qualifications including applicable business experience (see Section E.7.1.1 of Solicitation Package).

Description:

CIB LEGISLATIVE LIAISON RFP – Attachment A
Requirements Response Template

- C.4.3. Provide a list of all current clients, and all clients for the last five (5) years, for all members, partners, employees, and agents of Supplier's firm, and describe for each any clients related to the areas of construction, public or government entities.

Description:

- C.4.4. Submit a brief history of prior legislative accomplishments. Provide a description of any prior legislative accomplishments involving: (a) both legislative bodies of Oklahoma state government spanning across party lines, (b) CIB, and (c) state entities.

Description:

- C.4.5. Disclose all activities or interests of all Supplier's members, partners, employees, and agents that conflict or may conflict with the interests of CIB and its trades associations in the industry as a whole.

Description:

- C.4.6. Provide three references including name, relationship, length of relationship, position and phone number (if different than those provided on Attachment B).

Description:

CIB LEGISLATIVE LIAISON RFP – Attachment B

BUSINESS REFERENCES FOR BIDDER'S PROPOSED PERSONNEL FOR THE RFP (E.7.1.2.):

A. Reference #1

Company Name: _____

Contact Person Name: _____

Title: _____

Business Address: _____

Phone: _____

Email: _____

Date of Work Performed: _____

Brief statement of the nature of this reference's business and how their requirements are similar to those in this proposal:

Outcome of project:

Brief summary of the project:

B. Reference #2

Company Name:

Contact Person Name:

Title:

Business Address:

Phone:

Email:

Date of Work Performed:

Brief statement of the nature of this reference's business and how their requirements are similar to those in this proposal:

Outcome of project:

Brief summary of the project:

C. Reference #3

Company Name:

Contact Person Name:

Title:

Business Address:

Phone:

Email:

Date of Work Performed:

Brief statement of the nature of this reference's business and how their requirements are similar to those in this proposal:

Outcome of project:

Brief summary of the project:

CIB LEGISLATIVE LIAISON RFP

ATTACHMENT C – PRICING

Bidder Name: _____

Item	Cost Year One	Cost Option Year Two	Cost Option Year Three	Cost Option Year Four	Cost Option Year Five
Legislative Consulting Services					