



Solicitation Cover Page

1. **Solicitation #:** 105000047

2. **Solicitation Issue Date:** 5/7/2019

3. Brief Description of Requirement:

The Office of Management and Enterprise Services (OMES), on behalf of the Oklahoma Capitol Improvement Authority (OCIA) is soliciting proposals for a custom, wood, conference table for the Governor’s Large Conference Room in the capitol building.

A non-mandatory site visit is scheduled for 1:30 PM on Wednesday May 15, 2019. See section C.2.3. for details.

All questions regarding this solicitation must be submitted in writing and are to be emailed to no later than **3:00 p.m. CST on May 17, 2019**. Questions are to be emailed to Leanna.Edmonds@omes.ok.gov. Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers.

NOTE: 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.

4. **Response Due Date¹:** May 29, 2019

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

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

Oklahoma City, OK 73105

Common Carrier Delivery Address: 5005 N. Lincoln Blvd., Ste. 300

Oklahoma City, OK 73105

Electronic Submission Address: N/A

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

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

7. Contracting Officer:

Name: Leanna Edmonds
 Phone: 405-549-6621
 Email: Leanna.Edmonds@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 #** 1050000047 _____

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: Oklahoma Capitol Improvement Authority Agency Number: 10500

Solicitation or Purchase Order #: 1050000047

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

TABLE OF CONTENTS

A GENERAL PROVISIONS..... 6

B. SPECIAL PROVISIONS13

C. SOLICITATION SPECIFICATIONS.....13

D. EVALUATION14

E. INSTRUCTIONS TO BIDDER17

F. CHECKLIST17

G. OTHER18

H. PRICE AND COST20

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. Type of Contract

This is a one-time purchase.

B.2. Indefinite Quantity

Contract is for an indefinite quantity and agency may or may not use the exact amounts specified in the solicitation

B.3. Mandatory Vendor Registration for Contract Award (In Addition to Section A.15.3)

B.3.1. Acquisitions issued by agencies under the authority of Title 74 require vendors to register with Central Purchasing prior to award. Vendors will not be required to register to submit a bid response but will be required to register prior to being awarded a contract and renew their registration prior to each renewal of an award.

B.3.2. Vendors pending contract award to a bid released by the Central Purchasing Division or other Oklahoma state agency MUST register with the state.

Online Registration: <https://www.ok.gov/dcs/vendors2/app/index.php>

B.3.2.1. Pursuant to 74 O.S. § 85.33.B: o A vendor may register with the Central Purchasing Division to be placed on the Supplier List for bid notification.

B.3.2.2. Registration entitles a supplier to receive all bid notices for the commodity classes specified by the vendor in the registration process for a period of one year.

B.3.2.3. The Vendor Registration fee is **\$25 for EACH** family code for which the vendor desires registration.

B.3.2.4. The following items describe information requested by the vendor registration application. To expedite the application process, vendors are encouraged to have the information readily available prior to beginning the registration application. If your company is not currently transacting business in the State of Oklahoma, you may not have some of the items listed. However, any vendor selected for award of a contract with the state of Oklahoma must meet the requirements prior to the issuance of a purchase order.

B.3.2.5. E-mail address - if possible, we encourage all vendors to create a central e-mail address, to which all state bidding e-mail correspondence can be sent. A central e-mail for your organization will assure personnel changes or employee absences do not inhibit your ability to receive timely notifications of State bidding opportunities.

B.3.2.6. An Oklahoma Sales Tax Permit Number and its Expiration Date or explanation of the exemption status (FAQs)

B.3.2.7. An Oklahoma Secretary of State Filing Number, or explanation of the exemption status (www.sos.ok.gov or 405-521-3911)

B.3.2.8. A Workers Compensation Insurance Certificate (PDF file) or explanation of the exemption status (FAQs)

B.3.2.9. Vendors must complete all 12 steps of the registration application, which require business information about your company, a substitute W-9 form and designation of the commodity codes/classifications your company is interested in. We recommend vendors search UNSPSC Website Code Posting to identify the applicable commodity codes prior to beginning the registration application. However, you will have the option to select and deselect a family, class and commodity during the online registration process before finalizing your application.

B.3.2.10. Payment information related to a bank checking account (example), or VISA, MasterCard or American Express credit card. All payments are made through an encrypted secure server and payment information is not stored after a transaction. You will receive confirmation after your registration is validated and approved by the Vendor Registration Officer.

B.3.3. Note to Vendors: The State of Oklahoma does NOT provide legal advice regarding exemptions from Sales Tax Permit, Secretary of State, and Workers Compensation Insurance registrations

B.4. Minor Deficiencies or Informalities

B.4.1. "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

B.4.2. The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

B.5. Hold Harmless

Proposed Supplier agrees to hold harmless the Oklahoma Capitol Improvement Authority and its members, Trustees, officers, servants, employees, agents and consultants, against any claims, demands and liabilities resulting from any act or omission on the part of the Supplier and/or agents, subcontractors, servants, and employees thereof in the performance of this contract.

B.6. Force Majeure

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

B.7. Tobacco Free Policy

Supplier, while performing the duties under this contract shall comply with the smoke free requirements on state property pursuant to 21 O.S. § 1247. For other tobacco products, including e-cigarettes, use of such products is prohibited pursuant to the Governor's Executive Orders 2012-01 and 2013-43.

C. SOLICITATION SPECIFICATIONS

C.1. Purpose

The Office of Management & Enterprise Services (OMES) Central Purchasing Division is soliciting bids for the Oklahoma Capitol Improvement Authority for a custom, wood, conference table for use in the Governor's Large Conference Room at the Oklahoma Capitol Building. The Governor's Large Conference Room is primarily used by the Governor for cabinet meetings, press conferences, and commission meetings in which the Governor serves as a member. The room is also occasionally utilized by state agencies and the public for meetings and presentations.

- C.1.1.** Table is to be designed and made by an Oklahoma woodworker or an Oklahoma headquartered woodworking company.
- C.1.2.** Size: 20 feet long by 5 feet wide.
- C.1.3.** The table must be able to be assembled in the large conference room and disassembled to be removed from the room if needed. Freight elevator door dimensions are 54in W x 90in H. The freight elevator dimensions are 107in H x 88in Deep x 81in W.
- C.1.4.** Power boxes will be purchased by the state agency for insertion into the conference table. Flush tabletop mount, 1-3/4 in (44 mm) maximum surface thickness, 6-1/4 in (159 mm) deep x 7-1/2 in (190 mm) wide cutout. A template of the power box dimensions will be provided to the awarded vendor.
- C.1.5.** Table is to be completed, delivered and assembled by October 1, 2019.

C.2. Non-mandatory site visit.

- C.2.1.** Photos of Conference Room in current state have been included. This should give an idea of what the completed room will look like in July.
- C.2.2.** Conference Room remodel is anticipated to be complete in July.
- C.2.3.** A non-mandatory site visit is scheduled for **Wednesday, May 15, 2019 at 1:30 PM**. Due to this being an active construction site the site visit will be limited to one hour. All visitors must arrive prior to 1:30 PM and be prepared to walk through as a group. The State Capitol is a secured building. All visitors must pass the security checkpoint to be allowed access. Meet in Capitol Room G3 after passing through the security checkpoint.

D. EVALUATION

D.1. Best Value

Proposals will be evaluated on the "best value" determination in accordance with Title 74, §85. The best value criteria for this solicitation is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:

- D.1.1.** Project Capability Submittal
- D.1.2.** Interview
- D.1.3.** Cost

D.2. Description of Evaluation Criteria

- D.2.1.** RFP Cover Page and Declaration – Respondent will prepare and submit the RFP Cover Page and Checklist (See Attachment A)
- D.2.2.** Proposal Form – Respondent will prepare and submit a Proposal form (see Attachment B)

- D.2.3.** Cost Proposal – Respondent will perform the required services for a firm fixed price for the identified service for the term of the contract. The respondent must identify all potential services for the contract year and a fixed cost for each service identified. (Attachment B)
- D.2.4.** For a cost to be acceptable during the contract periods, it must be stated on Attachment B.
- D.2.5.** 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). (See Attachment C & D).
- D.2.5.1.** Purpose of PC Submittal
- D.2.5.1.1. Assist the State in prioritizing Respondents submittals based on their ability to understand and deliver the required services.
 - D.2.5.1.2. Assist the Respondent in planning what they are going to do before they do it.
 - D.2.5.1.3. 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.2.5.2.** PC Submittal Form Requirements
- D.2.5.2.1. PC submittal must NOT contain any names that can be used to identify who the Respondent is (such as firm names, personnel names, Project names, or product names).
 - D.2.5.2.2. The PC submittal must not include the proposed cost or the proposed duration that the Respondent has identified in the Proposal Form.
 - D.2.5.2.3. 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.2.5.2.4. The PC Submittal (whether the pages are blank or filled) must NOT exceed 6 pages (front side of page only)
 - D.2.5.2.5. Failure to comply with any of the PC format requirements may result in disqualification.
 - D.2.5.2.6. 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.2.5.3.** Level of Expertise Plan -Overview
- 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 within the Level of Expertise Plan (Attachment E) must be included in your base cost/schedule.
- D.2.5.4.** Risk Assessment Plan – Overview
- The Respondent should list and prioritize major risk items on this contract that could cause the Respondent's "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 information can include how many times the mitigation plan was previously used, and the impact on performance in terms of customer satisfaction. (See Attachment F)
- D.2.5.5.** Value Added Section- Overview
- 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 G)

D.2.6. Interview

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.2.6.1.** Project Manager/Lead
- D.2.6.2.** The State may also request to interview additional personnel.
- D.2.6.3.** 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.2.6.4.** The State may request additional information prior to interviews.
- D.2.6.5.** All proposed team members must be available in person for interviews on the date specified in this RFP.
- D.2.6.6.** At the State's discretion, substitutes, proxies, phone interviews, or electronic interviews may be allowed.
- D.2.6.7.** Individuals who fail to participate in the interview will not be given a score which may jeopardize the Respondent's competitiveness.

D.3. Dominance Check for Cost Reasonableness

- D.3.1.** 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.3.1.1.** If the highest ranked Respondent is within the budget and is within (10%) of the next highest ranked Respondent's cost, then the highest ranked respondent moves to the Pre-Award Phase;
 - D.3.1.2.** If the highest ranked Respondent is within the budget, but its cost is more than 10% 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.3.1.3.** 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.3.1.4.** 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.3.1.5.** If the best value Respondent's cost is more than 10% below the average Respondent's cost, the State reserves the right to proceed to the next prioritized best value Respondent;
 - D.3.1.6.** 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.4. Clarification/Pre-Award Phase

- D.4.1.** 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 a Pre-Award Document.

D.5. Contract Form and Requirements

- D.5.1.** Form of Contract between the State and the Selected Respondent
 - D.5.1.1.** The Contract between the selected Respondent and the Owner will be the Owner's Agreement, which is incorporated into this RFP (the "Contract"). By submitting a Proposal, Respondent acknowledges and agrees that it received, read, understands, and shall be bound by and comply with the Contract.
 - D.5.1.2.** The Contract will incorporate by reference this RFP and any Attachments and any RFP modifications agreed to by Owner. The Owner may attach to the Contract as Supplementary Conditions Respondent's Proposal, selected provisions of Respondent's Proposal or modifications to Respondent's Proposal agreed to by Owner and Respondent.

D.5.2. Contract Evaluation

Upon completion of each project, the Respondent will be evaluated by the Owner based on their performance on the Project. This includes (but is not limited to): overall quality, ability to manage cost and schedule, and high customer satisfaction. The Owner' evaluation of contractors, subcontractors, and individuals shall be fair, based on facts, and non-abusive.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

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

E.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. Pre-Proposal/ Process Education Material

- E.3.1.** Educational material is provided for this solicitation process. A PowerPoint slideshow is included as an attachment and a YouTube tutorial is available: https://www.youtube.com/watch?v=Wgl3x1RB_9M&feature=youtu.be

E.4. Preparation of Proposal

- E.4.1.** It is the responsibility of the supplier to inquire about any requirements of this RFP that is not understood.
- E.4.2.** Information shall be entered on the form provided or a copy thereof.

E.5. Proposal Submission

- E.5.1.** Two (2) USB drives containing an electronic copy of the proposal must be clearly marked by the respondent's name, solicitation number and date of solicitation closing. No hard copies are required.
 - E.5.1.1.** All electronic documents must be in one of the following software options:
 - E.5.1.1.1.** Microsoft Office Word or Excel
 - E.5.1.1.2.** Adobe PDFCopy of proposal emailed to Contracting Officer is not considered an electronic copy and will not be accepted.

E.6. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. 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 closing date and time must appear on the face of the single envelope, package, or container.

E.7. Solicitation Amendments

- E.7.1.** If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.
- E.7.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.
- E.7.3.** It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.8. Communications Concerning Solicitation

The procurement specialist listed on the cover page of this solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

E.9. General Solicitation Questions

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **Friday, May 17, 2019 at 3:00 PM CST/CDT** to the OMES/Central Purchasing Division Buyer via emailed to Leanna.Edmonds@omes.ok.gov. Questions received after this date may 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. In addition, vendors will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the OMES/Central Purchasing Division Buyer listed above. Contacting any other agency personnel may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions.

E.10. Bid Deliverables

E.10.1. Section One – Introduction

- a) Letter of Introduction
- b) Completed “Responding Bidder Information” OMES Form 076.
- c) Completed “Certification for Competitive Bid and Contract” OMES Form 004.
- d) Signed Amendment(s), if any.
- e) Any exceptions to solicitation terms and conditions.

E.10.2. Section Two – References

Provide three (3) references from customers where similar work was performed. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e- mail address, and fax number).

E.10.3. Section Three – Company Information

Bidder must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation activity to report.

E.10.4. Section Four – Response to Specifications/Requirements

- E.10.4.1. Attachment A – RFP Cover Page and Declaration
- E.10.4.2. Attachment B – Cost Proposal Form
- E.10.4.3. Attachment C – Contract Schedule
- E.10.4.4. Attachment D – Project Capability, Risk Assessment, Value Added Submittal Instructions
- E.10.4.5. Attachment E – Level of Expertise Plan
- E.10.4.6. Attachment F – Risk Assessment Plan
- E.10.4.7. Attachment G – Value Added Plan

E.10.5. Section Five - Pricing

Provide price for project, to include delivery and assembly.

E.11. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

F. SCHEDULE (TENTATIVE)

F.1. Proposed schedule for the solicitation process

Dates listed below are tentative and subject to change

No.	Task	Date
1	Solicitation Posting	May 7, 2019
2	Non-Mandatory site visit	May 15, 2019

3	Pre-Proposal Questions Due at 3:00PM Central Time	May 17, 2019
4	Proposals due at 3:00PM Central Time	May 29, 2019
5	Supplier Interviews Begin	June 17, 2019
6	Kick-off Meeting (may be held by conference call)	June 26, 2019
7	Pre-award/Clarification Period begins. (answer all technical concerns, identify what items were included and not included in scope, receive preliminary approval, put together contract which includes WRR, RMP, performance measures) Review of draft contract by owner's representatives Pre-Award Meeting	July 10, 2019
8	Contract Awarded	July 24, 2019

F.2. Explanation of Proposed Schedule (F.1)

F.2.1. Non-mandatory site visit

F.2.1.1. A non-mandatory site visit is scheduled for Wednesday, May 15, 2019 at 1:30 PM. Due to this being an active construction site the site visit will be limited to one hour. All visitors must arrive prior to 1:30 PM and be prepared to walk through as a group. The State Capitol is a secured building. All visitors must pass the security checkpoint to be allowed access. Meet in Capitol Room G3 after passing through the security checkpoint.

F.2.2. Pre-Proposal Questions

F.2.2.1. All questions regarding this solicitation must be submitted in writing and are to be emailed no later than Friday, May 17, 2019 at 3:00 PM CST/CDT to the OMES/Central Purchasing Division Buyer via emailed to Leanna.Edmonds@omes.ok.gov. Questions received after this date may 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. In addition, vendors will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the OMES/Central Purchasing Division Buyer listed above. Contacting any other agency personnel may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions.

F.2.3. Proposals Due

F.2.3.1. Proposals are due May 29, 2019, by 3:00 p.m. Central Time. Any proposals received after 3:00p.m. will be considered late and will be returned to the supplier unopened.

F.2.4. Supplier Interviews

F.2.4.1. Supplier interviews will be held starting on June 21, 2019. The time will be set at a later date. The supplier interviews are preferred to be done in person in Oklahoma City but accommodations may be made.

F.2.5. Kick-Off Meeting

F.2.5.1. The Kick-Off Meeting will tentatively be held on or after June 26, 2019. The time will be set at a later date. This meeting will be held in person in Oklahoma City preferably but may be done by conference call.

F.2.6. Pre-Award/Clarification Period

F.2.6.1. The Pre-Award/Clarification period will tentatively begin the week of July 10, 2019. This meeting is to be scheduled by the supplier after addressing risks/concerns, milestone schedule, coordinating with all critical entities. This meeting is to be held in person in OKC sometime during this week with coordination to involve all required parties.

F.2.7. Contract Award

F.2.7.1. Contract award will tentatively begin July 24, 2019.

G. OTHER

G.1. Attachments

- G.1.1.** Attachment A – RFP Cover Page and Declaration
- G.1.2.** Attachment B – Cost Proposal Form
- G.1.3.** Attachment C – Contract Schedule
- G.1.4.** Attachment D – Project Capability, Risk Assessment, Value Added Submittal Instructions
- G.1.5.** Attachment E – Level of Expertise Plan
- G.1.6.** Attachment F – Risk Assessment Plan
- G.1.7.** Attachment G – Value Added Plan
- G.1.8.** Attachment H – Clarification/Pre-Award Phase Guide

H. PRICE AND COST

H.1. Pricing

The budget for this solicitation is \$15,000.00

Attachment A – RFP Cover Page and Declaration

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

Request for Proposal	1050000047
RFP Name	Custom, wood conference table

Vendors Name:	
Address:	
City:	
State:	
Zip Code:	
Point of Contact for this RFP:	
Phone:	
Fax:	
Email:	

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):

- Attachment A** Complete and staple as cover page in your proposal (no binders)
- Attachment B** Fill in all required information on Cost Proposal Form
- Attachment C** Fill in all required information on Contract Schedule
- Attachment D** Complete and submit the Project Capability Checklist which includes: Level of Expertise, Risk Assessment, and Value Added.
- Attachment E** Complete and submit Level of Expertise Capability Information. Submit references for each LE claim listed.
- Attachment F** Complete and submit Risk Assessment Information
- Attachment G** Complete and submit Value Added Information

Attachment B – Cost Proposal and Supplier Information

PROJECT COST PROPOSAL

Project Rate: _____

CRITICAL INDIVIDUAL COMPONENTS

Name of Supplier: _____

Name of Critical Individual 1: _____

Name of Critical Individual 2: _____

Name of Critical Individual 3: _____

Attachment C – Contract Schedule

CONTRACT DURATION

Contract Duration (Substantial): _____ (Calendar Days)

Note: The Contract Duration (Substantial) should include the total time from the anticipated authorization to proceed date to substantial completion. This must include time to obtain permits and long lead items.

Contract Duration (Total Time): _____ (Calendar Days)

Note: The Contract Duration (Total) should include the total time from the anticipated authorization to proceed date to final Contract payment. This must include warranties, complete punch list items, commissioning, and final payment, etc.

Respondent must also attach a draft project MILESTONE schedule that starts from the anticipated authorization to proceed date to final Contract payment.

When preparing the schedule, the Respondent should assume the following:

Note: Respondent MUST use the authorization to proceed date as the starting point of their Contract schedule. Respondent should not be doing any Project work, with the exception of any work related to the Pre-Award Phase, prior to this authorization to proceed date.

Attachment D

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

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

Attachment E 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)

Level of Expertise Plan:	<i>We have a significant amount of experience in social media projects and consistently deliver high performance</i>
Documented Performance:	<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 F

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 G

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 (%):** _____

Attachment H

Clarification / Pre-Award Phase Guide

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

- 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

- 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.



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	

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 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)	
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 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	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	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		