



Solicitation Cover Page

1. Solicitation #: 8300001164

2. Solicitation Issue Date: 5/10/19

3. Brief Description of Requirement:

Suppliers to provide an after-school program promoting well-being for children under the age of twenty (20) through mentoring to needy youth and their families for the purpose of strengthening the family, increasing literacy, life and decision making skills, and to increase the youth’s ability to resist peer and media pressures to use alcohol, tobacco, and other drugs.

4. Response Due Date¹: 6/4/19

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

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

OKC, OK 73105

Common Carrier Delivery Address: 5005 N Lincoln Blvd

OKC, OK 73105

Electronic Submission Address: N/A

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

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

7. Contracting Officer:

Name: Richard Williams
 Phone: 405-522-1040
 Email: Richard.Williams@omes.ok.gov

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 #** 8300001164

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: Department of Human Services Agency Number: 830

Solicitation or Purchase Order #: 8300001164

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. Contract Period, Term, Renewal and Extension Option

- B.1.1.** The term of the Contract will be July 1, 2019 through June 30, 2020.
- B.1.2.** This contract is for a one-time purchase. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.
- B.1.3.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be four (4) one-year options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.1.4.** After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.
- B.1.5.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum.
- B.1.6.** The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- B.1.7.** In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.2. Mandatory Vendor Registration for Contract Award (In Addition to Section A.15.3)

- B.2.1.** 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.2.2.** 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.2.2.1.** 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.2.2.2.** 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.2.2.3.** The Vendor Registration fee is **\$25 for EACH** family code for which the vendor desires registration.
- B.2.2.4.** 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.2.2.5.** 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.2.2.6.** An Oklahoma Sales Tax Permit Number and its Expiration Date or explanation of the exemption status (FAQs)
- B.2.2.7.** An Oklahoma Secretary of State Filing Number, or explanation of the exemption status (www.sos.ok.gov or 405-521-3911)
- B.2.2.8.** A Workers Compensation Insurance Certificate (PDF file) or explanation of the exemption status (FAQs)

B.2.2.9. 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.2.2.10. 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.2.3. 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.3. Unavailability of Funding

Department of Human Services (DHS) cannot guarantee the continued availability of funding for this contract, notwithstanding the consideration stated herein. In the event funds to finance this Contract become unavailable, either in full or in part, due to insufficient funding, DHS may terminate the contract, or reduce the contract consideration, upon notice in writing to the Supplier. DHS shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice, provided, that the funding adjustments stated in this paragraph shall not apply to payments made for services satisfactorily completed prior to the effective date of the termination or reduction. In the event of a reduction in Contract consideration, Supplier may work with DHS to reduce the Scope of Work proportionately or cancel this contract as of the effective date of the proposed reduction, upon advance written notice to DHS. Both parties shall make a good faith effort to reach mutual agreement on reasonable phase-out costs upon notice of termination or reduction of the contract. The prospective bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

B.4. Faith Based Suppliers

Suppliers who are members of the faith community are eligible to compete for contracts with DHS on the same basis as any other provider. Such suppliers shall not be required to alter their forms of internal governance, their religious character or remove religious art, icons, scripture or other symbols. Such suppliers may not, however, discriminate against their clients on the basis of their religion, religious beliefs or clients' refusal to participate in religious practices.

B.5. Supplier Preclusion

Suppliers that have provided any consulting services or technical assistance that resulted in any specifications or concepts in this Solicitation, either directly or indirectly, are precluded from the award of such contract. Suppliers are also precluded from securing a Sub-Supplier that has provided such services.

B.6. Approval

The contract is subject to the written approval of Central Purchasing Division and shall not be binding until approved.

B.7. Compensation

Payment against this contract shall be firm, fixed maximum weekly rate per youth in attendance for all services performed in relation to this contract. This will be a fixed flat rate regardless of the number of hours each attends. The rate must include services provided to the family of the youth through this contract. No additional costs will be paid. Payment for all services herein shall be made in arrears. OKDHS shall not make any advance payments or advance deposits. Approved Suppliers will be required to provide local or state funds or in-kind provisions to match 20% proportionately to the grant funds awarded which have been set aside by DHS to fund the Youth Mentoring Incentive Program. Suppliers cannot use same matching funds for more than one program.

B.8. Claims for Reimbursement

B.8.1. Supplier will invoice DHS on a monthly basis for services. Claims for reimbursement of services shall be submitted within 90 calendar days of the provision of services. The Supplier will provide detailed documentation of each transaction fee to support requests for reimbursement. Supporting encumbrances may be canceled upon a lapse of six months from the actual provision of services. DHS will have 45 days from the presentation of a proper invoice to issue payment to the Supplier.

B.8.2. If DHS finds that an overpayment or underpayment has been made to the Supplier, DHS may adjust any subsequent payments to the Supplier to correct the account. A written explanation of the adjustment will be issued to the Supplier by DHS.

B.9. Subcontracting

The service to be performed under this contract shall not be subcontracted, in whole or part, to any other person or entity without the express written consent of DHS. The terms of this contract and such additional terms as DHS may require shall be included in any approved subcontract and approval of any subcontract shall not relieve the Supplier of any responsibility for performance under this contract.

B.10. Travel

Travel expenses incurred by the Supplier pursuant to this contract shall be included in the total amount of the contract award and will not be in excess of the rates established by the Oklahoma State Travel Reimbursement Act unless stated otherwise specifically in the Solicitation.

B.11. Confidential Information

Supplier recognizes that DHS has and will have agency and client information, information which are confidential and need to be protected from improper disclosure. Supplier agrees that Supplier, any employees of Supplier, or any agents of Supplier will not at any time or in any manner, either directly or indirectly, use any information for Suppliers own benefit or divulge, disclose or communicate in any manner any information to any third party. With the prior written consent of DHS, such information may be released to authorized third parties. Supplier will protect the information and treat it as strictly confidential. This includes, but is not limited to, total compliance with the Privacy Act of 1974, Public Law 93-579, and 5 US Code 552a.

B.12. HIPPA privacy rule

Supplier shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160, 162 and 164) under the Health Insurance Portability and Accountability Act of 1996. The definitions set forth in the privacy Rule are incorporated by reference into the Contract (45 C.F.R. §§160.103 and 164.501).

B.13. Equipment

Any equipment or other tangible materials directly and/or specifically purchased with funds provided through this contract and previously approved for said purchase by DHS shall remain/become the property of the State of Oklahoma and shall be held, maintained, and insured by the Supplier for the benefit of DHS. Upon termination or cancellation of the contract, for any reason, DHS may demand the delivery/return of such equipment or materials at the Supplier's sole cost and expense. The Supplier shall notify DHS prior to relocation or substantial alteration of such equipment or materials.

B.14. Conflict of Interest

- B.14.1.** All Suppliers must disclose any contractual relationship or any other contact with any state personnel, Supplier or Sub Supplier involved in the development of the Supplier's response to the solicitation resulting in this contract. Any conflict of interest shall, at the sole discretion of DHS, be grounds for rejection of the response or termination of this contract.
- B.14.2.** In addition to any requirements of law or through a professional code of ethics or conduct, Supplier is required to disclose any outside activities or interests that conflict or may conflict with the best interests of DHS or the State of Oklahoma. Further, Supplier shall not plan, prepare or engage in any activity that conflicts or may conflict with the best interests of DHS or the State of Oklahoma during the period of this agreement without prior written approval of DHS. Prompt disclosure is required under this paragraph if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with our seeking to do business with DHS.

B.15. Audit

- B.15.1.** Suppliers employing two or more individuals to supply services through a contract that expends in excess of \$500,000 or more in a year in federal funds must have a certified independent audit conducted in accordance with Government Auditing Standards and OMB Circular A-133.
- B.15.2.** Suppliers that receive in excess of \$50,000 per year in state or federal funds must have a certified independent audit of its entire operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principals and the report shall include a Supplementary Schedule of State Awards listing all state revenues and expenditures by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source. The certified independent audit must cover the period for which the contract was in effect.
- B.15.3.** A certified public accountant or public accountant who has a valid and current permit to practice accountancy must perform the audit. DHS retains the right to examine the work papers of said auditor.
- B.15.4.** The Supplier must submit two (2) copies of the annual audit to the Office of Inspector General, P.O. Box 25352, Oklahoma City, Oklahoma, 73125 along with a copy of the management letter and a response to any audit findings within 90 days of the conclusion of the Supplier's fiscal year.

B.16. Information Security

- B.16.1.** Supplier will perform an annual audit of information security risk assessment due to DHS Information Security Office by the first day of November each year for private entities and by the last day of January for public entities. The final information security risk assessment report shall identify, prioritize, and document information security vulnerabilities of Supplier. Supplier is granted 60 working days after the final report submission to respond with a mitigation plan for the identified security vulnerabilities. Supplier shall use either the standard security risk assessment created by the Office of State Finance or a third-party risk assessment meeting the ISO/IEC 17799 standard and using the National Institute of Standards and Technology Special Publication 800-30 (NIST SP8800-30) process and approved by the Office of State Finance.
- B.16.2.** Supplier will disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of Oklahoma whose encrypted or unencrypted personal information was, or is reasonably believed to have been acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay to the DHS Information Security Office. Supplier must deliver a final report of the breach post-mortem, citing the reason, sources, affected records and mitigation plans or actions within ten business days of breach discovery.
- B.16.3.** Supplier will comply with Federal Information Processing Standards – FIPS 200 which promotes the development, implementation, and operations secure information systems within governmental agencies by establishing minimum levels of due diligence for information security and facilitating a more consistent, comparable, and repeatable approach for selecting and specifying security controls for information systems that meet minimum security requirements. Supplier must sign DHS acceptable use, confidentiality and non-disclosure agreements, user logon authorization; and may be subject to background checks.

B.17. Limitation of Liability

Supplier agrees to indemnify DHS and the State of Oklahoma in respect to all damages, expenses, fines, judgments and costs, including attorney fees, arising from negligence, acts, or omissions of Supplier, Supplier's agents, sub-Supplier, and assigns, in connection with performance of this contract. Without waiving any defense or immunity, and subject to the Oklahoma Governmental Tort Claims Act, DHS agrees to bear all expenses, fines judgments, and costs, which may arise from any acts or omission of its officials or employees in connection with this contract.

B.18. DHS Logo

During the term of the contract and any subsequent renewal period of the contract, the Supplier is authorized and shall include the DHS Logo on its website and on all printed materials to indicate services are provided in coordination with DHS. The DHS Logo may be obtained from the DHS website at: <http://www.okdhs.org/library/news/mk/docs/logos.htm> or by navigating to the DHS website at www.okdhs.org, select Newsroom and select Logos. Size selection and placement of the logo on materials or website should be appropriate as determined by the Supplier. Records of the use of the DHS should be maintained by the Supplier and be made available for review at the discretion of DHS. Supplier is not authorized to modify the DHS Logo or to use in any inappropriate fashion. DHS bears no costs associated with the Supplier's placement or use of the DHS Logo. Upon DHS request, termination of the contract or expiration of the contract, the Supplier will remove the DHS Logo from its website and cease production of the DHS Logo on printed materials. DHS solely reserves the right to determine enforceability of this clause.

B.19. Dispute Resolution

Any dispute concerning the question of fact in connection with the work, not disposed of by the contract between the parties hereof, shall be referred to the STATE agency that initially awarded this contract (e.g. Office of Management and Enterprise Services). The decision of the administrator of said agency, or his/her duly authorized representatives, shall be final and conclusive on the parties to this contract.

B.20. Governing Rules And Regulations

The SUPPLIER and its subcontractor's if any, shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of the Contract, including worker's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, the SUPPLIER shall furnish the STATE with satisfactory proof of its compliance therewith.

B.21. Covenant Against Contingent Fees

The SUPPLIER warrants that it has not employed or retained any company or person specifically to solicit or secure this Contract, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the STATE shall have the right to annul the Contract without liability, or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift or contingent fee.

B.22. Equal Employment Opportunity

In connection with the execution of this Contract, the SUPPLIER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The SUPPLIER shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The SUPPLIER further agrees to insert a similar revision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

B.23. TITLE VI-CIVIL RIGHTS ACT OF 1964

The SUPPLIER shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Regulations of Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the SUPPLIER pursuant thereto.

B.24. During the performance of this Contract, the SUPPLIER, for itself, its assignees and successors in interest agrees as follows:

- B.24.1. Compliance with Regulations:** The SUPPLIER shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- B.24.2. Nondiscrimination:** The SUPPLIER, with regards to the work performed by it during this Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUPPLIER shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- B.24.3. Solicitation for Subcontracts:** In all solicitations either by competitive bidding or negotiation made by the SUPPLIER for work to be performed under a subcontract, if such subcontracting is approved by the STATE, including procurement of materials or leases of equipment, each potential obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- B.24.4. Information and Reports:** The SUPPLIER shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the STATE to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required or a Supplier is in the exclusive possession of another who fails or refuses to furnish this information, the SUPPLIER shall so certify to the STATE, as appropriate, and shall set forth what efforts it has made to obtain the information.
- B.24.5. Sanctions for Non-Compliance:** In the event of the SUPPLIER'S noncompliance with the nondiscrimination provisions of this Contract, the STATE shall impose contract sanctions as it may determine to be appropriate, including, but not limited to:
 - B.24.5.1.** Withholding of payments to the SUPPLIER under the Contract until the SUPPLIER complies, and/or.
 - B.24.5.2.** Cancellation, termination or suspension of the Contract, in whole or part.

B.25. Incorporation of Provisions

The SUPPLIER shall include the provisions of THE ABOVE Paragraphs of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The SUPPLIER shall take such action with respect to any subcontract or procurement as the STATE may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event the SUPPLIER becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SUPPLIER may request the STATE to enter into such litigation to protect the interest of the STATE.

B.26. Binding Effect

This Contract shall be binding upon and inure to the benefit of the STATE and the SUPPLIER and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

B.27. Hold Harmless Clause

The SUPPLIER shall indemnify and save harmless the STATE, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against the STATE, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from acts of said SUPPLIER or its servants, agents and subcontractor, in doing the work and rendered services Contracted for, or by or consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission of said SUPPLIER or his or its servants, agents and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court costs and all other expenses incurred in the investigation and defense of any claim or suit.

B.28. Prior Understandings

This contract incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

B.29. Headings

Article headings used in the contract are inserted for convenience of reference only and shall not be deemed a part of this contract for any purpose.

B.30. Assignment

The SUPPLIER shall NOT sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the STATE. In case such consent is given, the SUPPLIER will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 50% of the total contract cost. Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a statement showing that the organization which will be performing the work is particularly experienced and equipped for such work. No sub-contracts, or transfer of contract, shall in any case release the SUPPLIER of his liability under the contract and bonds.

B.31. Severability

If any provision, clause, or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this contract which are not affected by the determination. The provisions, clauses, or paragraphs and any documents incorporated by reference are declared severable.

B.32. Payment of Claims

The SUPPLIER shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment rental which is actually used or rented in the performance of the contract.

B.33. Breach of Contract

Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the STATE cause to cancel this contract on seven (7) days written notice to the SUPPLIER. The STATE then reserves the right to re-award the contract to the next lowest responsible available bidder – OR- should this contract be awarded to multiple vendors, the STATE may utilize those vendors. In the event of cancellation of this contract, the SUPPLIER shall not be entitled to damages and agrees not to sue the STATE for damages thereof. After notice of cancellation, the SUPPLIER agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation had been made and notwithstanding other legal remedies which may be available to the STATE because of the cancellation, agrees to indemnify the STATE for its costs in procuring the services of a new SUPPLIER.

B.34. Minor Deficiencies or Informalities

- B.34.1.** "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.34.2.** 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.35. Disclosures Regarding Lobbyist

- B.35.1.** A vendor may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.
- B.35.2.** Any vendor using the services of a lobbyist to assist in obtaining a contract shall:
 - B.35.2.1.** Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract.
 - B.35.2.2.** Not bill or otherwise charge the State for such, and
 - B.35.2.3.** Certify that no such costs were billed to the State.
- B.35.3.** The name and address of each lobbyist or agent of the vendor, Supplier, subcontractor who communicated with a State employee about a proposal or potential proposal must be disclosed with proper response.

B.36. MANDATORY AND NON-MANDATORY TERMS

- B.36.1.** 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.
- B.36.2.** 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.

C. SOLICITATION SPECIFICATIONS

C.1. Objective

- C.1.1.** Office of Management and Enterprise Services, Central Purchasing Division (OMES/CP), on behalf of the Oklahoma Department of Human Services (DHS) is soliciting offers from responsible Suppliers to provide an after-school program promoting well-being for children under the age of twenty (20) through mentoring to needy youth and their families for the purpose of strengthening the family, increasing literacy, life and decision making skills, and to increase the youth’s ability to resist peer and media pressures to use alcohol, tobacco, and other drugs. After-school programs should also encourage healthy choices to prevent truancy, runaways, suicide, crime, school dropout, unemployment and pregnancy. Organizations serving DHS foster children, and at-risk youth in economically disadvantaged communities without similar existing programs will be given priority.
- C.1.2.** The DHS will obligate up to \$1,580,000 for the original contract year and each subsequent renewal contract year up to four (4) additional years. Multiple contracts may be awarded. Bids which duplicate service areas or populations will be evaluated to determine which is most meritorious depending on quality and cost of services to be provided. Approved Suppliers will be required to provide local or state funds or in-kind provisions to match 20% proportionately to the grant funds awarded which have been set aside by DHS to fund the Youth Mentoring Incentive Program. Suppliers cannot use same matching funds for more than one (1) Program.

C.2. MANDATORY REQUIREMENTS

All responders must have the necessary financial capacity and other resources to perform the contract. Responder must include submission of their most recent certified financial statement, audit or corporate tax return combined with a compilation report or other financial document that would provide evidence of financial stability and adequate resources to perform under the contract. Responder must demonstrate sufficient capital to operate for 60 days.

C.3. Scope of Work

- C.3.1.** The DHS is soliciting bids from organizations that will provide after-school programs or projects which promote well-being for needy children and youth under the age of twenty (20) and their families. Since children and families operate as a part of a total system, a comprehensive approach including community, family, and culture must be coordinated to build support systems. The program should include strategies for helping youth develop personal inner resources for the purpose of being effective in dealing with peer pressure, develop a positive self-image, learn self-control, and build healthy relationships. All programs must be age appropriate and culturally sensitive. The service areas and population to be served will be defined by the responding bidder with special consideration given to organizations focusing on DHS foster children, at-risk youth, or providing services in areas without similar services. Bidder will provide matching funds for this project totaling 20% of the awarded grant.
- C.3.2.** The Supplier awarded shall incorporate the following provisions within the project:
 - C.3.2.1.** Educate parents and children on the importance of preventative maintenance in health care rather than intervention by outreach efforts and to inform parents that Sooner Care Health Insurance may be available for their children and help them through the application process, if needed.

- C.3.2.2. Provide literacy classes and mentoring in study skills to build good study habits and assist needy children and youth in receiving any specialized tutoring they may need to be successful in school.
- C.3.2.3. Recognize and address the signs of emotional disturbances such as depression and thoughts of suicide and make appropriate referrals for intervention and counseling.
- C.3.2.4. Respond to parents' special concerns about their children or specific family issues by making appropriate referrals for crisis intervention and family counseling.
- C.3.2.5. Design, within the program, practical skills for open communication between parents and children to assist parents in being supportive mentors and educators.
- C.3.2.6. Provide instruction in child development and opportunities for parents to share their experiences and concerns with peers.
- C.3.2.7. Provide life skills training which may include family literacy, education, or enhancement of personal development skills such as problem solving, stress reduction, and interpersonal communication.
- C.3.2.8. Promote healthy choices in resisting peer and media pressure to engage in premature sexual activity leading to pregnancy, sexually transmitted diseases (STD's), and early parenthood.
- C.3.2.9. Promote healthy choices in resisting peer and media pressure to use alcohol, tobacco, and other drugs.
- C.3.2.10. Offer opportunities in career awareness and assistance or referrals for education and vocational training.
- C.3.2.11. Include training in self-control, building healthy relationships and developing a positive self-image.

D. EVALUATION

D.1. Proposals will be evaluated on the “best value” determination in accordance with Title 74, §85. The best value criteria for this proposal is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:

- D.1.1. Administrative Data
- D.1.2. Technical Proposal
- D.1.3. Past Experience and Performance
- D.1.4. Organizational Capacity and Resources
- D.1.5. Price

D.2. Upon receipt of all solicitation responses, each response will be evaluated to determine which response meets the mandatory requirements in Section C.2. Those proposals which meet the mandatory requirements will be evaluated. Proposals that do not meet the mandatory requirements will be deemed non-responsive and will receive no further consideration.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

- E.1.1. Prospective Bidders are urged to read this solicitation carefully. Failure to do so will be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.
- E.1.2. By submitting a proposal in response to this RFP, the supplier represents they have read and understand the scope of services and have familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the contract work.
- E.1.3. The failure or omission of any supplier to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing will in no way relieve any supplier from any obligations with respect to its proposal or to the contract.

E.2. Bid Submission/Copies

- E.2.1.** All bids must be submitted to Central Purchasing Contracting Officer as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the bid as requested by this solicitation. The Bidder's failure to submit required information may cause its bid to be rejected.
- E.2.2.** Each Bidder must submit one (1) original and one (1) copy of the Bid on thumb drives for a total of two (2) electronic documents in a "machine readable" format. One (1) thumb drive shall be marked as the original and will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. One (1) thumb drive is to be marked "Copy". Each Bid must be submitted in a single sealed envelope, package, or container.
- E.2.3.** Faxed or emailed responses will not be accepted. Original hard copies are not required or preferred. This overrides hard copy submittal requirements of A.2.4.

E.3. The Supplier should specifically address and respond to each item, stating whether the submission does or does not meet the stated requirements. The Supplier must state how each requirement is met and not simply respond with such terms as "agreed" or "complied with". The Supplier may refer to attached materials but may not substitute such material for explicit responses.

E.4. The Submission will contain, at minimum, the following detailed information:

- E.4.1.** Administrative Data – Suppliers administrative data submitted may be in the form of a letter of transmittal with attachments. Its purpose is to provide information to DHS required for preparation of the contract document and supporting file. This section shall contain any other information the Supplier wishes to bring to the attention of DHS.
- E.4.2.** Technical Proposal – Supplier shall provide a detailed plan for contract performance. Information must include, at a minimum, the methodology for achieving the objectives described in this Solicitation and a detailed Work Plan describing how the tasks described in the Solicitation Specifications will be accomplished.
- E.4.3.** Past Experience and Performance - Past experience pertains to the types and amounts of work experience previously performed by a Supplier. Past performance relates to the quality of the past experience. Supplier shall submit a description of their last three (3) contracts within the last ten (10) years that were similar to this project in scope and size. Suppliers shall submit a list of service programs operated by the organization during the last three years.
- E.4.4.** Organizational Capacity and Resources – Proposed personnel should include staff with demonstrated experience in planning, developing and implementing similar projects and a proven track record in business operations and financial management of a mid to large sized company. Supplier should provide three (3) current references that demonstrate the organizations experience in the areas covered by the Scope of Work and the position requirements. The references must include the name, telephone, and fax number of the persons who may be contacted. Supplier's personnel and organizational structure shall be key to demonstrating their experience. A description of the persons responsible for the administration and provision of these services must be provided, accompanied by their resume.

F. CHECKLIST

F.1. Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list and it is the vendor's responsibility to ensure that they submit all required/requested documentation:

- F.1.1.** _____ Responding Bidder Information Form CP-076
- F.1.2.** _____ Non-Collusion Certification Form CP-004
- F.1.3.** _____ All amendments signed (if applicable)
- F.1.4.** _____ Proof of Liability and Worker's Compensation Insurance
- F.1.5.** _____ Vendor Payee form, if applicable. The Vendor Payee form is provided for the responding Supplier that is a new, non-registered payee. OMES Vendor Management requires the information in the attached form before payments can be made to the supplier.
- F.1.6.** _____ Mandatory Vendor Registration for Contract Award (In Addition to Section A.15.3)
- F.1.7.** _____ Section C
- F.1.8.** _____ Section E

G. OTHER

G.1. Questions

All questions regarding this solicitation must be submitted in writing and are to be emailed no later than 3:00 PM CST/CDT on 5/21/19 to the OMES/Central Purchasing Division Buyer via emailed to - Richard.Williams@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

H. PRICE AND COST

H.1. Price and Cost

- H.1.1.** Bidders shall provide an operating budget and a cost justification for their bid. All responses to this RFP are to include a firm, fixed maximum weekly rate per youth in attendance for all services performed in relation to this contract for the initial contract year. This will be a fixed flat rate regardless of the number of hours each attends. The rate must also include services provided to the family of the youth through this contract. When submitting an invoice for payment, the Supplier will also agree to keep supporting documentation of the expenses incurred serving the children on site and available for inspection when necessary.
- H.1.2.** Suppliers will provide an operating budget which will include matching funds in addition to the grant award and a cost justification for the feasibility of the bid. For years two (2), three (3), four (4), and five (5) submit budgets within the same guidelines, showing how services will be provided at the same level. Suppliers will provide matching funds for the contract totaling 20% of the awarded grant. Once the contract is awarded the budget will be considered moot, since the award is based on a firm, fixed rate per child. Budget costs should be directly related to the achievement of the objective.
- H.1.3.** A budget narrative must explain, in detail, the budget for the services and how the budget was determined. The budget is to be all inclusive of the costs to be charged under the contract. No additional payments will be made, so bidders should consider all related expenses when proposing rates.
- H.1.4.** There will be no duplication of services or clients allowed in this award.



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

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 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		