

OKLAHOMA DEPARTMENT OF HUMAN SERVICES
Sequoyah Memorial Office Building
PO Box 25352
Oklahoma City, OK 73125-0325
{405} 521-3557 • www.okdhs.org



**Financial
Services**

Issue Date: 05/23/19

SOLICITATION NOTIFICATION
Attention: SALES DEPARTMENT

The Oklahoma Department of Human Services (DHS) has the following solicitation available to bid for Transportation Services.

#20000110-Sequoyah County

Bid Submission Due Date/Time: 3:00pm CST June 6, 2019

Amendments to Solicitation may change the response due date. If submitting bids for multiple counties, separate bids must be submitted for each.

All questions must be directed to:

Julie Mathis, Contracting Officer
Office: 405.522.1653
Julie.Mathis@okdhs.org



1. Solicitation #: ~~20000110~~ - - - -

2. Solicitation Issue Date: 05/23/19

3. Brief Description of Requirement:

Invitation to Bid for Transportation of TANF clients for Sequoyah County.

4. Response Due Date¹: 6/6/2019

Time: 3:00pm CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address: 2400 N Lincoln Blvd
Oklahoma City, OK 73105

Common Carrier Delivery Address: _____

Electronic Submission Address: Julie.Mathis@okdhs.org

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

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

7. Contracting Officer:

Name: Julie Mathis
Phone: 405.522.1653
Email: Julie.Mathis@okdhs.org

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 #** 20000110

2. **Bidder General Information:**

FEI / SSN: _____ SupplierID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone#: _____ Fax#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit³:**

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.⁴

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

DYES - 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.

D 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#: 20000110

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:

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

OR

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

Supplier Authorized Signature

Printed Name

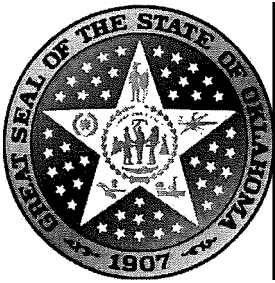
Phone Number

Fax Number

Certified This Date

Title

Email



OKLAHOMA DEPARTMENT OF HUMAN SERVICES

SUB-RECIPIENT CONTRACTOR'S QUESTIONNAIRE



Financial Services

The financial and business responsibility of Oklahoma Department of Human Services (DHS) as a Pass Through Entity (PTE) must ensure proper discharge of the Public Trust which accompanies the authority to expend Federal Funds. As such, adequate Business Management and Financial Management systems of Sub-grantees and Financial Assistance Contractors must meet the criteria outlined in OMB Circulars, Code of Federal Regulations and Program Law. The accounting system should be integrated with an adequate system of internal controls to safeguard funds and assets, check accuracy and reliability of accounting data, promote operational efficiency and encourage adherence to prescribed policies.

Failure to complete this questionnaire will result in the inability of the DHS to meet its requirements as a pass-through entity to file required FFATA reports, as well as inhibit the ability of DHS to complete the contract award.

In the preceding completed fiscal year, did your business or organization (the legal entity to which the DUNS number belongs) Receive (1) 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, sub grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. Federal contracts, subcontracts, loans, grants, sub grants, and/or cooperative agreements.

Answer: Yes _Q_ No _Q_

Note: If this information does not apply to your organization please select NO. Please seek legal or professional counsel for clarification. DHS staff are unable to answer this question.

HIGHLY COMPENSATED OFFICERS: Does the public have access to information about the compensation of the five most highly compensated senior executives of your organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Answer: Yes _Q_ No _Q_

If YES, skip to section A, if NO please list the names and total compensation of the five most highly compensated officers of your organization:

DHS Staff are unable to answer this question. please seek legal or professional counsel for clarification.

SUB-RECIPIENT CONTRACTOR'S QUESTIONNAIRE

SECTION A: GENERAL INFORMATION

NAME OF ORGANIZATION:

"DOING BUSINESS AS" NAME

ADDRESS:

CITY, STATE, ZIP+4, CONGRESSIONAL DISTRICT:

PRINCIPAL PLACE OF PERFORMANCE: *Primary site where work will be performed.*

ADDRESS:

CITY, STATE, ZIP+4:

EMPLOYER ID# _____ **DUNN & BRAD#** _____

DUNS 4 DIGIT EXTENSION # _____ **PARENT DUNS#** _____

SUBAWARD PROJECT DESCRIPTION: *Description should capture overall purpose of the sub-award.*

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A. GENERAL PROVISIONS

Definitions

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

"Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;

"Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.

"Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;

"Bidder" means an individual or business entity that submits a bid in response to a solicitation;

"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

"Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

Bid Submission

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.

Bids shall be submitted to the procuring agency 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.

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.

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.

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.

Solicitation Amendments

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 procuring agency 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.

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 procuring agency.

It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

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 procuring agency 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.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

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;

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

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.

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.

Bid Opening

Sealed bids shall be opened by the **DHS Finance-Contracts and Purchasing** located at **2400 N Lincoln Blvd** **Oklahoma City, OK 73105** at the time and date specified in the solicitation as the Response Due Date and Time.

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.

Late Bids

Bids received by the procuring agency after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

Legal Contract

Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.

The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

Any Addendum to the Contract;

Purchase order, as amended by Change Order (if applicable);

Solicitation, as amended (if applicable); and

Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

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 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 procuring agency 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 procuring agency.

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(8), 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 procuring agency. 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 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.

GENERAL PROVISIONS

B. SPECIAL PROVISIONS

8.1 Faith Based Suppliers

- 8.1.1. Suppliers who are members of the faith community are eligible to compete for contracts with OHS 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 clients on the basis of their religion, religious beliefs or clients' refusal to participate in religious practices.

8.2 Supplier Preclusion

- 8.2.1. 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.

8.3 Contract Period

- 8.3.1. Contract period will be effective 7-1-2019 through 6-30-2020. OHS shall have the option to renew this contract for four additional twelve-month periods with the same terms and conditions contained herein.

8.4 Approval

- 8.4.1. The contract is subject to the written approval of OHS and shall not be binding until approved.

8.5 Compensation

- 8.5.1. Payment against this contract shall be paid for services rendered directly to clients. Mileage will be reimbursed only for transportation when TANF participant or child of a TANF participant is transported in the Supplier's transportation vehicle. Mileage will not be paid for the cost incurred to Supplier to pick client up or the cost incurred for the Supplier to return to desired destination after transporting client. Mileage will be reimbursed only for a one-way trip on "no shows" when Supplier has been properly dispatched to TANF participant's point of pick up.

8.6 Claims for Reimbursement

- 8.6.1. Supplier will invoice OHS on a monthly basis for services. Claims for reimbursement of services shall be submitted within 90 calendar days of the provision of services. Supporting encumbrances may be canceled upon a lapse of six months from the actual provision of services. OHS will have 45 days from presentation of a proper invoice to issue payment to the Supplier.
- 8.6.2. Invoices will include client's name and associated case number for verification of eligibility for services prior to payment approval. Invoices should also include the unduplicated number of adult and children riders. (See Attachment A Section G for sample format.) Invoices will be submitted to the contract manager at the OHS county office. Supplier shall be responsible for providing supporting documentation when submitting claims for reimbursement. (See Attachment B Section G.) Billing shall be submitted in the format and in accordance with procedures prescribed by OHS.
- 8.6.3. If OHS finds that an overpayment or underpayment has been made to the Supplier, OHS 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 OHS.

8.7 Subcontracting

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

8.8 Travel

- 8.8.1. 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 this Solicitation.

8.9 Unavailability of Funding

- 8.9.1.** 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 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 contract.

8.10 Confidential information

- 8.10.1.** 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 Supplier's 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, 5 US Code 552a.

8.11 HIPAA privacy rule

- 8.11.1.** 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 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 this Contract (45 C.F.R. §§ 160.103 and 164.501).

8.12 Equipment

- 8.12.1.** 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.

8.13 Conflict of interest

- 8.13.1.** All Suppliers must disclose any contractual relationship or any other contact with any state personnel, Supplier or SubSupplier 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.
- 8.13.2.** 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 or seeking to do business with DHS.

8.14 Audit

- 8.14.1.** 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.
- 8.14.2.** 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 Principles 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.

- 8.14.3. A certified public accountant or public accountant who has a valid and current permit to practice accountancy must perform the audit. OHS retains the right to examine the work papers of said auditor.
- 8.14.4. 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.
- 8.14.5. At the request of the State of Oklahoma the Supplier will provide books, records, documents, accounting procedures, practices or any other item relevant to the contract for examination.

8.15 Information Security

- 8.15.1. The Supplier will perform an annual audit of information security risk assessment due to the Oklahoma Department of Human Services, Information Security Office by the first day of November of each year for private entities and by the last day in January for public entities. The final information security risk assessment report shall identify, prioritize, and document information security vulnerabilities of the Supplier. The Supplier is granted 60 working days after 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 standards and using the National Institute of Standards and Technology Special Publication 800-30 (NIST SP800-30) process and approved by the Office of State Finance.
- 8.15.2. The 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 OHS, Information Security Office. The Supplier must deliver a final report of the breach post-mortem, citing the reason, sources, affected records, and mitigation plans or actions within 10 business days of breach discovery.
- 8.15.3. The 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. The Supplier must sign OHS Acceptable Use, Confidentiality and Non-Disclosure agreements, User Logon Authorization, and may be subject to Background Checks.
- 8.15.4. The Supplier will not be granted access to OHS information systems without the prior completion and approval of Logan Authorization Request for Non-OHS Employees, Form 05SC004E (MID-1-A). Certain types of access may require that a background check and verification be performed prior to granting access. Supplier will notify OHS immediately when employees are terminated that have access to OHS systems.
- 8.15.5. At the sole discretion of OHS, the Supplier may be subject to user background checks, depending on the information systems the Supplier accesses or types of data OHS provides. Supplier must submit the required background check information to OHS in a timely manner. OHS will not process any access agreements prior to completion of user background verification.
- 8.15.6. The Supplier will comply with the Office of State Finance minimum mandatory standards for information security and internal controls for contingency planning and disaster recovery. The Supplier will develop business continuity and disaster recovery plans as stated in the Office of State Finance Core Oklahoma Information Security Policy Section 8.0, Business Continuity found at www.ok.gov/coreoklahoma/. Supplier is further required to exercise, not less than annually, the recovery capabilities of developed plans. Supplier must submit exercise summaries annually or as exercises are conducted to the OHS Information Security Office.
- 8.15.7. The OHS, Information Security Office may, at its discretion, audit the Supplier for information security compliance as it pertains to this contract. The Supplier must supply corrective action plans for non-compliant audit findings within 30 business days from the receipt of the final audit report from OHS. Failure to comply with these requirements may result in funding being withheld from the Supplier.
- 8.15.8. Prior to disposal, all floppy disks, CDs, magnetic tape, hard drives (desktop and server), data DVDs, or other media used in containing OHS sensitive information must be destroyed using an erase feature that is sufficient for sensitive information because the information may be recoverable. Sensitive information should be deleted by an overwrite program. All reasonable attempts must be made to make data non-recoverable before disposing of any electronic media that contains OHS sensitive information.
- 8.15.9. All hardcopy records that contain OHS sensitive information must be disposed of through a cross cut paper shredder (shredding both vertically and horizontally) or an equivalent secure destruction process.

8.15.10.

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 logo 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.

C. SOLICITATION SPECIFICATIONS

C.1 Objective

The objective of this solicitation is to receive proposals from Suppliers to provide a transportation service for Temporary Assistance for Needy Families (TANF) participants in Sequoyah County to designated training, educational, or work sites in surrounding areas. Transportation to activities such as substance abuse treatment, mental health treatment, and job search are also allowed if it is included in the client's TANF Work Agreement. TANF participants include TANF applicants, TANF recipients, and those receiving Continued Medical Benefits.

C.2 Scope of Work

- C.2.1.** This ITB is being used to solicit proposals which will enable TANF participants to participate in work related activities in Sequoyah County and surrounding areas. The DHS county office will utilize a written referral form to notify the Supplier of authorized riders. (See Attachment C in Section G) The Supplier will be required to pick up TANF participants at their residences and transport them to their designated work related activities and at the end of the work related activity, return participants to their individual residences. The Supplier will also transport the children of TANF participants who are participating in work related activities to and from day care facilities. The Vendor, therefore, will be required, at a minimum, to be available from 7:00 a.m. through 7:00 p.m., Monday through Friday. Transportation services must be provided in a manner that is most expeditious for the client while taking into consideration maximization of resources/funding.
- C.2.2.** There are approximately 4 TANF participants in Sequoyah County that will require monthly transportation services
- C.2.3.** The Supplier will furnish all vehicles, drivers, child/infant seats, maintenance, insurance, fuel, repairs, and other related items to maintain the transportation program. Passengers will be required to use seat belts. DHS requests there be no smoking or any use of tobacco allowed on the vehicles.
- C.2.4.** DHS agrees to assume the role to clarify the following responsibilities to TANF participants:
 - 1. Participants must be prepared to leave at the appointed time as the driver will not wait or return for any participants.
 - 2. Participants will be picked up and delivered to one single point of residence.
 - 3. No other arrangements will be made unless an emergency occurs. The DHS county office shall make the determination if a situation is considered an emergency. No other person or entity is allowed to make the determination of emergency.

D. EVALUATION

D.1 Evaluation Team

- D.1.1.** An evaluation team will conduct evaluation of responses and prices received in response to this solicitation according to these criteria: technical proposal, past experience and performance, organizational capacity and resources, and price and cost.

D.2 Contract Award Criteria

- D.2.1. Contract awards will be made using the best value criteria and the State reserves the right to negotiate with any/all Suppliers.

E. INSTRUCTIONS TO SUPPLIER

E.1. Solicitation Submission

- E.1.1. Questions must be sent by email to Julie.Mathis@okdhs.org by 3pm CDT on Monday May 30, 2019.
- E.1.2. Supplier may either submit bid responses by mail on a flash drive or by email in pdf. Format to Julie.Mathis@okdhs.org. Supplier must submit one bid for Sequoyah County with solicitation number, Supplier's name and date of solicitation closing.
- E.1.3 The Supplier must 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.1.4. The submission will contain, at a minimum, the following detailed information:

E.2. Administrative Data

- E.2.1. Supplier's 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.
- E.2.2. This section shall contain any other information the Supplier wishes to bring to the attention of DHS.

E.3. Technical Proposal

- E.3.1. Supplier must provide a brief description of organization's background and operations.
- E.3.2. Supplier must state the plan of operation to provide services as described in Section C.2 Scope of Work.
- E.3.3. List any days of non-operation due to holidays and in-service training.

E.4. Past Experience and Performance

- E.4.1. Supplier must submit two (2) letters of reference, which can attest to prior successful experience of Supplier in providing transportation services. Reference letters must include a contact person's name and telephone number.

E.5. Organizational Capacity and Resources

- E.5.1. List service programs operated by your organization for the past three (3) years; include the period of time operated and the funding sources.
- E.5.2. The Supplier shall indicate the necessary financial capacity and other resources to perform the contract without assistance from any other source. Supplier shall include submission of 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. Suppliers must have sufficient capital to operate for 60 days.

F. Checklist

- F.1 Solicitation packet must include:
- Responding bidder information form
 - Non-Collusion form
 - Sub-Recipient form
 - Proof of Liability Insurance
 - Submitted proposal including all information requested throughout Section E. and H.

G. Other
None

H. PRICE AND COST

H.1. All responses to this ITB are to include a firm, fixed rate per mile per vehicle for providing the service (not price per mile per individual). All proposals must include a budget and a budget narrative to support and show how cost was calculated. Responses must also include proposed rate, budget, and budget narrative for providing this same level of service for years two, three, four, and five.

Attachment A

TO: OHS

Invoice#:

PA#

PO#

Date:

TANF transportation Services

— — — — County
Month of — — — —

<u>Case Number</u>	<u>Case Name</u>	<u>Children</u>
C-000000	Jane Doe	1
C-000000	Cindy Doe	
H-000000	Ann Doe	2
H-000000	John Doe	
	<hr/>	
	4	3

Vehicle miles x rate per mile= Total Amount Due
≤ miles x \$_____ per mile = \$ _____)

Attachment C

STATE OF OKLAHOMA
DEPARTMENT OF HUMAN SERVICES
INFORMATION/REFERRAL- SOCIAL SERVICES
_____ COUNTY

To:

Phone:

Fax:

RE: Case Name _____ Case Number _____

Pick Up Address: _____

Finding Directions: _____

Children Requiring Transportation-

Name	Birth Date	Day Care Facility

Information/ Action Requested:

Day Care Facility: (1) _____ (2) _____

Day Care Address: (1) _____ (2) _____

Destination: _____

Destination Address: _____

Required Arrival Time to Destination: _____

Ending Time of Work Activity: _____

Signature of Worker

Date

Division Unit

Telephone Number

Days in Office

FAX Number