



## Solicitation Cover Page

1. Solicitation #: 0900000407

2. Solicitation Issue Date: 10/07/2019

3. Brief Description of Requirement:

Incentive Evaluation Committee Consultant

Pre-Bid/ Pre-Education Webinar 10/18/2019.

Must RSVP by 10/15/2019

4. Response Due Date<sup>1</sup>: 11/04/2019

Time: 3:00 CST/CDT

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

U.S. Postal Delivery Address: OMES

And/Or Central Purchasing

Common Carrier Delivery Address: 5005 North Lincoln

Suite 300

: Oklahoma City, OK 73105

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

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

7. Contracting Officer:

Name: Lisa Bradley

Phone: 405-522-4480

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

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

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



## Responding Bidder Information

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

1. RE: Solicitation # 090000407

2. Bidder General Information:

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

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

3. Bidder Contact Information:

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

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

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

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

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

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

4. Oklahoma Sales Tax Permit<sup>1</sup>:

☐ YES – Permit #: \_\_\_\_\_

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

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: \_\_\_\_\_

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

6. Workers' Compensation Insurance Coverage:

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

☐ YES – Include 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.<sup>2</sup>

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

<sup>2</sup> 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.

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Authorized Signature

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Date

---

Printed Name

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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: \_\_\_\_\_ Agency Number: \_\_\_\_\_

Solicitation or Purchase Order #: 0900000407

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](http://www.dhs.gov/E-Verify).

#### **A.29. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

**A.30. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.



## **B. SPECIAL PROVISIONS**

### **B.1. Contract Period**

- B.1.1. Initial contract period shall be Date of Award through one (1) calendar year from Date of Award.
  - B.1.1.1.** Contract had the option to renew for up to three (3) additional one-year periods at the same terms and conditions.
  - B.1.1.2.** Initial term is expected to reflect January 1, 2020 through December 31, 2020.

### **B.2. Definitions**

- B.2.1. OMES – Office of Management and Enterprise Services, also referred to as “Owner”
- B.2.2. OMES/CP – Office of Management and Enterprise Services/Central Purchasing Division
- B.2.3. Evaluation Committee – the team who will participate in the evaluation process. The term is used interchangeably with “selection team” and “evaluation team”.
- B.2.4. Evaluation Team – the team who will participate in the evaluation process. The term is used interchangeably with “selection team” and evaluation committee”.
- B.2.5. Firm – Individual, company or corporation that supplies the expertise required in this solicitation. This term can be used interchangeably with “consultant”, “vendor”, “contractor”, “respondent” or “offeror”.
- B.2.6. PC- Project Capability which is a criteria of the Selection Phase.
- B.2.7. RA-Risk Assessment which is a criteria of the Selection Phase.
- B.2.8. Selection team – the team who will participate in the evaluation process. The term is used interchangeably with “evaluation committee” and “evaluation team”.
- B.2.9. VA-Value Add which is a criteria of the Selection Phase.

### **B.3. Assignment and Subcontracting**

#### **B.3.1. Assignment**

- B.3.1.1.** Contractor understands and agrees that the services required under the Contract cannot be assigned or transferred without the appropriate division administrator or designee’s written authorization.

#### **B.3.2. Subcontracting**

- B.3.2.1.** Contractor must notify the appropriate division administrator or designee in writing of any subcontracting, in whole or in part, of services required under the Contract at least 30 calendar days prior to the effective date of the subcontract. Contractor shall supply OMES with a copy of any subcontract issued at time of notification. The terms of the Contract shall be included in any subcontract. Subcontracts shall provide that OMES shall have authority to directly monitor the subcontractor’s compliance with the terms of the subcontracts.
- B.3.2.2.** The existence of a subcontract shall not relieve Contractor of any responsibility for performing the Contract.

#### **B.3.3. Subcontract Modification**

- B.3.3.1.** Any change to a contractor’s subcontract shall be treated as a new subcontract and the above requirements of “Subcontracting” apply.

### **B.4. Civil Rights**

- B.4.1. Contractor shall at all times comply (and will require any subcontractors to comply) with any applicable statutorily imposed nondiscrimination requirements. Contractor further agrees to comply with applicable terms of the specific following statutes, regulations and executive orders:
  - B.4.1.1.** *Omnibus Crime Control and Safe Streets Act of 1968* (OCCSSA), Pub.L. 90-351, June 19, 1968, 82 Stat. 197
  - B.4.1.2.** *The Victims of Crime Act of 1984*, Pub.L.98-473, Title II, ch. XIV, Oct. 12, 1984, 98 Stat. 2170
  - B.4.1.3.** *The Juvenile Justice and Delinquency Prevention Act of 2002*, Pub.L. 107-273, Div. C, Title II, Subtitle B §§ 12201 to 12223, Nov.2, 116 Stat. 1869
  - B.4.1.4.** *The Civil Rights Act of 1964*, Pub.L. 88-352, July 2, 1964, 78 Stat. 241

**B.4.1.5.** *The Rehabilitation Act of 1973*, Pub.L. 93-112, Sept. 26, 1973, 87 Stat. 355

**B.4.1.6.** The Americans with Disabilities Act of 1990, Pub.L. 101-336, July 26, 1990, 104 Stat. 327

**B.4.1.7.** *The Education Amendments of 1972*, Pub.L. 92-318, June 23, 1972, 86 Stat. 235;

**B.4.1.8.** *The Age Discrimination Act of 1975*, Pub.L. 94-135, Title III, Nov. 28, 1975, 89 Stat. 728

**B.4.1.9.** Equal Treatment for Faith-Based Organizations, 28 C.F.R. §§38.1 and 38.2; see Exec. Order No. 13279, amended by Exec. Order no. 13403, equal protection of the laws for faith-based and community organizations.

B.4.2. Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, national origin, or sex (after a due process hearing) against Contractor or a Subcontractor, Contractor will forward a copy of the finding to OMES to be forwarded to the United States Department of Justice.

## **B.5. Drug-Free Work Place**

B.5.1. Contractor also agrees that the Contractor and its employees and agents will not engage in or allow the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance while performing under the Contract. The Contractor agrees to require all subcontractors under the Contract to abide by this provision.

B.5.2. Unless prohibited by law, Contractor must maintain a policy for testing employees for the use of alcohol and illegal drugs consistent with OMES's rules, policies and procedures for drug and alcohol testing.

## **B.6. Duplicate Billing Prohibition**

B.6.1. Contractor shall not bill OMES for services required under the Contract for which the Contractor has already received or will receive compensation for the same services from OMES or another source. Contractor may seek additional funding from another source to enhance the services for which OMES is providing compensation.

## **B.7. Monitoring and Financial Compliance Review**

B.7.1. OMES, through any authorized representative, has the authority at reasonable times, to inspect, investigate, or otherwise evaluate the services performed under the Contract and financial transactions related thereto. Such inspections, investigations, or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation, or evaluation is conducted by OMES, Contractor shall provide all reasonable assistance necessary. All inspections, investigations, or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. OMES shall have access to and the authority to examine and copy all records related to the Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by Contractor. OMES will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

B.7.2. OMES will complete a performance evaluation at the end of the contract period evaluating the quality and appropriateness of the services provided.

## **B.8. Prior Unmet Contractual Obligations**

B.8.1. Under the Contract, OMES has the authority to suspend payment to Contractor in the event the Contractor has not met its contractual obligations for submission of reports, schedules, audits, or other documentation required by a prior year's contract. Such suspension of payments to the Contractor shall continue until such required documents are received by OMES.

## **B.9. Severability**

B.9.1. If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

## **B.10. Unallowable Costs**

B.10.1. In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended OMES funds on unallowable costs on this or any previous contract, Contractor shall reimburse OMES in full for all such costs on demand. OMES may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

## C. SOLICITATION SPECIFICATIONS

The Office of Management and Enterprise Services is issuing this solicitation for a vendor to assist the Incentive Evaluation Commission with developing evaluation criteria for each state incentive, developing a schedule for evaluating the incentives and performing evaluations of incentives in accordance with the law.

Oklahoma law includes a provision which requires the Incentive Evaluation Commission to ensure all state economic incentives are reviewed once every four years. The state has approximately 60 – 70 such incentives perhaps more depending on how the statutory definition of “incentive” is interpreted.

The evaluations must make an estimate of the economic and fiscal impact of the incentive and consider a number of other factors prescribed in law. Ultimately, the evaluations must recommend whether the incentive be replaced, repealed or reformed.

The selected vendor will work with state agencies and businesses to perform the evaluations for presentation to the Incentive Evaluation Commission, which will decide whether to approve the evaluations and send them to the governor and Legislature as an aid to policymaking. The selected vendor must have familiarity with and adhere to the requirements established in House Bill 2182 as referenced in Exhibit A. Further information regarding the incentive Evaluation Commission as referenced in Oklahoma law may be located in Exhibit B – Chapter 18 – Incentive Evaluation Act §62-7001-7005.

## D. EVALUATION

### D.1. Evaluation Criteria

D.1.1. The State will evaluate responses against the evaluation criteria for the degree to which each proposal meets the criteria as follows:

D.1.1.1. Project Capability (PC) Submittal

D.1.1.2. Interview Rating

D.1.1.3. Cost

### D.2. Description of Evaluation Criteria

D.2.1. Project Capability (PC) Submittal – Whether the pages are blank or filled must NOT exceed 6 pages (front side of page only) and is comprised of: Level of Expertise (2 pages), a Risk Assessment Plan (2 pages), and a Value-added plan (2 pages). (See Attachment C & D).

D.2.1.1. Purpose of PC Submittal

D.2.1.1.1. Assist the State in prioritizing Respondents submittals based on their ability to understand and deliver the required services.

D.2.1.1.2. Assist the Respondent in planning what they are going to do before they do it.

D.2.1.1.3. Provide high performing Respondents the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous best value results.

D.2.1.2. PC Submittal Form Requirements

D.2.1.2.1. PC submittal must NOT contain any names that can be used to identify who the Respondent is (such as firm names, personnel names, Project names, or product names).

D.2.1.2.2. The PC submittal must not include the proposed cost or the proposed duration that the Respondent has identified in the Proposal Form.

D.2.1.2.3. A PC proposal template is included in this RFP. This document must be used by all Respondents. Respondents are NOT allowed to re-create, re-format, or modify the template in any manner. Respondents must type their responses on the Word template provided.

D.2.1.2.4. The PC Submittal (whether the pages are blank or filled) must NOT exceed 6 pages (front side of page only).

D.2.1.2.5. Failure to comply with any of the PC format requirements may result in disqualification.

D.2.1.2.6. The PC Submittal shall not contain any marketing information. The Submittal should be used to prove to the State that the Respondent has expertise for the specific project being proposed upon.

D.2.1.3. Level of Expertise Plan -Overview

D.2.1.3.1. The Level of Expertise Plan is to allow the Respondent to differentiate their capability to meet the requirements of this project with a plan that meets time and cost goals. All cost and schedule impacts associated with project capabilities listed within the Level of Expertise Plan (Attachment E) must be included in your base cost/schedule.

**D.2.1.4. Risk Assessment Plan – Overview**

D.2.1.4.1. The Respondent should list and prioritize major risk items on this contract that could cause the Respondent's "vision" or "plan" to deviate or not meet the expectations of the State (i.e. risks that the Respondent does not control). This includes sources, causes or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to the State. Do not include in this submittal any risks caused by a lack of the Respondent's technical competency. The risks should be described in simple and clear terms so that non-industry personnel can understand the risk. The Respondent must also explain how they will mitigate, manage, and/or minimize the risk from occurring. A mitigation / management plan solution with supporting documented performance (references, performance measurements of projects when the risk mitigation was used etc.) is required for a high rating from the selection committee. The backup performance information can include how many times the mitigation plan was previously used, and the impact on performance in terms of customer satisfaction. (See Attachment F)

**D.2.1.5. Value Added Section – Overview**

D.2.1.5.1. The purpose of the Value Added plan is to provide Respondents with an opportunity to identify any value added options or ideas that may benefit the State at a change in cost or scope. These options or ideas may also be referred to as additional or optional services. Where applicable, the Respondent should identify: 1) what the State may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information and/or best value practices. The Respondent should list the cost and time impact of its options or ideas. All items should be listed in terms of a percentage of the project cost. The ideas identified in the VA Plan must NOT be included in the Respondent's Cost Proposal. The Respondent should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this project, and indicate how the items will increase or decrease cost (note: a Value Added option must impact cost). All cost impacts associated with these Value Added options must NOT be included in your base cost. (See Attachment G)

**D.2.2. Interviews**

**D.2.2.1.** The State may shortlist (if necessary) the top rated Respondents. The shortlisted Respondents may be required to participate in an interview period. The State may interview all critical team members, including, but not limited to:

D.2.2.1.1. Project Manager/Business Decision Maker

D.2.2.1.2. Technical Lead / Individual Responsible for technical aspect of project

D.2.2.1.3. The State may also request to interview additional personnel.

**D.2.2.2.** The State will interview individuals separately (and may perform a group interview after the individual interviews are completed). No other individuals (from the Respondents) will be allowed to sit in or participate during the individual interviews.

**D.2.2.3.** The State may request additional information prior to interviews.

**D.2.2.4.** All proposed team members must be available in person for interviews on the date specified in this RFP.

D.2.2.4.1. At the State's discretion, substitutes, proxies, phone interviews, or electronic interviews may be allowed.

**D.2.2.5.** Individuals who fail to participate in the interview will not be given a score which may jeopardize the Respondent's competitiveness.

**D.2.3. Cost Proposal**

**D.2.3.1.** Respondent will perform the required services for a firm fixed price for the identified service for the term of the contract. The respondent must identify all potential services for the contract year and a fixed cost for each service identified. (Attachment B)

**D.2.3.2.** For a cost to be acceptable during the contract periods, it must be stated on the attachment.

### **D.3. Dominance Check for Cost Reasonableness**

**D.3.1.** After ranking all of the Respondents based on the selection criteria, weights, and ratings, the State will verify if the best prioritized respondent meets the following requirements:

- D.3.1.1.** If the highest ranked Respondent is within the budget and is within (10%) of the next highest ranked Respondent's cost, then the highest ranked respondent moves to the Pre-Award Phase;
- D.3.1.2.** If the highest ranked Respondent is within the budget, but its cost is more than 10% greater than the second highest ranked Respondent's cost, the State reserves the right to invite the second highest ranked Respondent to the Pre-Award Phase;
- D.3.1.3.** If the highest ranked Respondent is over the budget, the State reserves the right to proceed to the highest ranked Respondent within the budget unless the State obtains additional funding;
- D.3.1.4.** If all the Respondents are over-budget, the State may obtain additional funds and apply the rules above, re-scope the Project, or cancel the Project.
- D.3.1.5.** If the best value Respondent's cost is more than 10% below the average Respondent's cost, the State reserves the right to proceed to the next prioritized best value Respondent.
- D.3.1.6.** When the State is considering going to the next best value Respondent, the best value Respondent can stay in the process by having presented dominant performance metrics which justify their selection despite their higher or lower cost.

### **D.4. Clarification/Pre-Award Phase**

**D.4.1.** The potential best-valued Respondent will be required to perform the Clarification/Pre-Award functions as outlined in Attachment I. The intent of this period is to allow the Respondent to clarify their proposal, address any issues or risks, allow the client to add any concerns, and to prepare a Pre-Award Document.

### **D.5. Contract Form and Requirements**

**D.5.1.** Form of Contract between the State and the Selected Respondent

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

**D.5.2.** Weekly Reporting System

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

**D.5.3.** Contract Evaluation

- D.5.3.1.** Upon completion of each project, the Respondent will be evaluated by the Owner based on their performance on the Project. This includes (but is not limited to): overall quality, ability to manage cost and schedule, high customer satisfaction, and submission of accurate weekly reports. The Owner's evaluation of contractors, subcontractors, and individuals shall be fair, based on facts, and non-abusive.

## **E. INSTRUCTIONS TO BIDDER**

### **E.1. Introduction**

- E.1.1.** Prospective firms are urged to read this solicitation carefully. Failure to do so will be at the firm's risk. Provisions, terms and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The respondent is cautioned that the requirements of this solicitation can be altered only by written amendment approved by Central Purchasing and that verbal communications from whatever source are of no effect. In no event shall the respondent's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award. Failure to do so will be at the respondent's risk.

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

- E.2.1.** Whenever the terms "shall", "must", "will" or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the respondent's proposal.

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

### **E.3. Pre-Proposal/ Process Education Meeting**

- E.3.1. A meeting will be conducted by OMES/CP to educate prospective firms on this new best value solicitation process. While not mandatory, it is strongly recommended that all firms interested in participating attend this meeting.
- E.3.1.1. A notice with a required RSVP will be sent to all firms on the OMES/CP vendor registration list as well as posted on the OMES/CP solicitation website.
- E.3.1.2. A deadline will be established for your response confirming your attendance as stated in Section G.2. below.

### **E.4. Post Pre-Proposal Meeting Questions**

- E.4.1. Written questions concerning the solicitation are due by date and time stated in Section G.2. below.
- E.4.2. All questions **must be in writing** via email to the contracting officer listed on the cover page of this solicitation.

### **E.5. Preparation of Proposal**

- E.5.1. It is the responsibility of the vendor to inquire about any requirements of this RFP that is not understood.
- E.5.2. Information shall be entered on the form provided or a copy thereof.

### **E.6. Submission of Proposal**

- E.6.1. By submitting a proposal, the firm agrees not to make any claims, damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- E.6.2. If a firm fails to notify OMES/CP of an error, ambiguity, conflict, discrepancy, omission or other error in the solicitation, known to the firm, or an error that reasonably should have been known by the firm, the firm shall submit a proposal at its own risk; and if awarded the contract, the firm shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a firm takes exception to any requirement or specification contained in the solicitation, these exceptions must be clearly and prominently stated in their response.
- E.6.3. Completeness of proposal(s): It is desirable that the firm respond in a complete, but concise manner. It is the firm's sole responsibility to submit information in the responses as requested by this solicitation. The firm's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the firm's proposal(s).

### **E.7. Submission Deliverables**

- E.7.1. Two (2) CDs or DVDs containing an electronic copy of the proposal must be clearly marked by the respondent's name, solicitation number and date of solicitation closing. No hard copies are required.
- E.7.1.1. All electronic documents must be in one of the following software options:
- E.7.1.1.1. Microsoft Office Word or Excel
- E.7.1.1.2. Adobe PDF
- E.7.1.1.3. Copy of proposal emailed to Contracting Officer is not considered an electronic copy and will not be accepted.
- E.7.2. Proposal Content
- E.7.2.1. Completed “Responding Bidder Information” OMES/CP/Purchasing Form 076.
- E.7.2.2. Completed “Certification for Competitive Bid and Contract” OMES/CP/Purchasing Form 004.
- E.7.2.3. Evidence of meeting the insurance requirements
- E.7.2.4. Acknowledgement of Amendments to the Solicitation (if applicable)
- E.7.2.5. Agreements (if any) required by the firm.
- E.7.2.6. Agreements not submitted with the firm's response will not be considered after Contract Award.
- E.7.2.7. Attachment A– Project Capability Plan (Level of Expertise)
- E.7.2.8. Attachment B– Risk Assessment Plan
- E.7.2.9. Attachment C – Value Added Plan
- E.7.2.10. Attachment D – Cost Proposal

## F. CHECKLIST

None

## G. OTHER

### G.1. Proposed schedule for the solicitation process

### G.2. Dates listed below are tentative and subject to change

No.	Task	Date
1	Request for Proposal Released	10/07/2019
1	RSVP Deadline for Pre-Proposal/Education Meeting	10/15/2019
3	Educational/Pre-Proposal/Education Meeting	10/18/2019
4	RFP Questions Due	10/23/2019
5	Proposals due	11/04/2019
6	Vendor Interviews	11/15/2019
7	Kick-off Meeting (may be held by conference call)	11/18/2019
8	Pre-award/Clarification Period begins. (answer all technical concerns, identify what items were included and not included in scope, receive preliminary approval, put together contract which includes WRR, RMP, performance measures) Review of draft contract by owner's representatives Pre-Award Meeting	11/19/2019
9	Contract Awarded	12/12/2019

### G.3. Explanation of Proposed Schedule (G.1)

#### G.3.1. RSVP Deadline for Pre-Proposal/Education Meeting.

**G.3.1.1.** Interested suppliers are to RSVP no later than Tuesday, October 15, 2019 by 12:00 noon Central Time. RSVP's are to be emailed to: [Lisa.Bradley@omes.ok.gov](mailto:Lisa.Bradley@omes.ok.gov). Phone number & web address instructions will be emailed no later than Wednesday, October 16, 2019 to suppliers that have emailed interest.

#### G.3.2. Pre-Proposal/Education Meeting

The Pre-Proposal/Education meeting will be held on Friday, October 18, 2019 from 10:00 A.M. – 11:00 A.M. Central Time. This meeting will be available by Webinar

#### G.3.3. Post Meeting Questions Due

**G.3.3.1.** Questions from the Pre-Proposal/Education meeting are due no later than Friday, October 23, 2019 by 12:00 noon Central Time. Questions are to be emailed to [Lisa.Bradley@omes.ok.gov](mailto:Lisa.Bradley@omes.ok.gov). Questions received after this time **will not** be answered.

#### G.3.4. Proposals Due

**G.3.4.1.** Proposals are due Monday, November 4, 2019 by 3:00 p.m. Central Time. Any proposals received after 3:00 p.m. will be considered late and will be returned to the supplier unopened.

#### G.3.5. Vendor Interviews

Vendor interviews will tentatively be held on the week of November 15, 2019. The time will be set at a later date. The vendor interviews are preferred to be done in person in OKC but accommodations may be made.

**G.3.6. Kick-Off Meeting**

The Kick-Off Meeting will tentatively be held on or after Monday, November 18, 2019. The time will be set at a later date. This meeting will be held in person in OKC preferably but may be done by conference call.

**G.3.7. Pre-Award/Clarification Period**

The Pre-Award/Clarification period will tentatively begin the week of November 19, 2019. This meeting is to be scheduled by the vendor after addressing risks/concerns, milestone schedule, coordinating with all critical entities. This meeting is to be held in person in OKC sometime during this week with coordination to involve all required parties.

**G.3.8. Contract Award**

**G.3.8.1.** Contract Award is tentatively scheduled to be awarded December 12, 2019

**H. PRICE AND COST**

**H.1. Budget**

H.1.1. OMES funding for this contract is \$250,000.00 in total for the each year of the contract.



## Attachment A

### Level of Expertise Plan

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

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

**Level of Expertise Plan:** *We have a significant amount of experience in social media projects and consistently deliver high performance*

**Documented Performance:** *We have completed 45 social media projects in the past two years with a 0.5% cost deviation and 2% schedule deviation. Overall customer satisfaction rating of 9.5 out of 10 for these 45 projects.*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Attachment B

### Risk Assessment Plan

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

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

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

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

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

**Solution:**

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

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

**Risk Description #1:**

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

**Solution:**

**Documented Performance:**

**Risk Description #2:**

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

**Solution:**

**Documented Performance:**

**Risk Description #3:**

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

**Solution:**

**Documented Performance:**

## Attachment C

### Value Added Plan

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

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

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

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

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

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

**Item #1 Claim:**

**How will this add value?**

**Documented Performance:**

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

**Item #2 Claim:**

**How will this add value?**

**Documented Performance:**

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

**Item #3 Claim:**

**How will this add value?**

**Documented Performance:**

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

**Item #4 Claim:**

**How will this add value?**

**Documented Performance:**

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

**Item #5 Claim:**

**How will this add value?**

**Documented Performance:**

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

## **Attachment D – Cost Proposal and Supplier Information**

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### **PROJECT COST PROPOSAL**

**Project Rate: \$ \_\_\_\_\_ / Year (Year 1)**

**Project Rate: \$ \_\_\_\_\_ / Year (Year 2)**

**Project Rate: \$ \_\_\_\_\_ / Year (Year 3)**

**Project Rate: \$ \_\_\_\_\_ / Year (Year 4)**

- **Vendors are to submit a detailed breakdown of pricing to indicate what is being provided for the price submitted for each year to include, but not limited to hourly rates, travel expenses, technological needs, etc.**

### **CRITICAL INDIVIDUAL COMPONENTS**

**Name of Supplier:**

\_\_\_\_\_

**Name of Critical Individual 1:**

**(Business Lead)**

\_\_\_\_\_

**Name of Critical Individual 2:**

**(Technical Lead)**

\_\_\_\_\_

# Attachment E

## Clarification / Pre-Award Phase Guide

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### 1. Overview

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

### 2. Pre-Planning and Coordination

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

## **Attachment E**

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

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

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

The final Pre-Award Document will include the following:

- a. Finalized scope documents
- b. Risk Management Plan (RMP)
- c. Milestone schedule
- d. Weekly Risk Report form (WRR)
- e. Project financial summary
  - i. The Respondents Original Project Rates
  - ii. A list of agreed/accepted Value Added Options (with impact to cost)

## **Attachment E**

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

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

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

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

## **Attachment F**

### **Weekly Risk Report (WRR)**

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#### **Overview**

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

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

#### **Submission**

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

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



## **Online Guide and Tutorial**

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

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

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

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

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

# An Act

ENROLLED HOUSE

BILL NO. 2182

By: Dank, Brown, Bennett,  
Montgomery, Sherrer,  
Perryman, Ownbey, Hoskin,  
McCullough, Walker, Hickman  
and Faught of the House

and

Bingman, Brinkley, Griffin  
and Jolley of the Senate

An Act relating to public finance; enacting the Incentive Evaluation Act; defining term; creating Incentive Evaluation Commission; providing for membership; prohibiting certain persons from serving on the Commission; requiring staff support; creating Incentive Approval Committee as subcommittee of Incentive Evaluation Commission; imposing duties upon Committee; imposing duties on Incentive Evaluation Commission; requiring development of schedule; requiring transmission of schedule to Governor, President Pro Tempore of the Oklahoma State Senate and the Speaker of the Oklahoma House of Representatives; authorizing contract; requiring scope of services request for proposal; prohibiting certain contact; prescribing procedures for evaluation of tax and related incentives; requiring report; prescribing content of evaluation; requiring criteria for evaluation; requiring compliance with Administrative Procedures Act; requiring information, records, data and analysis by governmental entities; providing for confidentiality of information; providing for codification; and providing an effective date.

SUBJECT: Public finance

BE IT ENACTED BY THE PEOPLE OF THE STATE OF OKLAHOMA:

SECTION 1. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 7001 of Title 62, unless there is created a duplication in numbering, reads as follows:

This act shall be known and may be cited as the "Incentive Evaluation Act".

SECTION 2. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 7002 of Title 62, unless there is created a duplication in numbering, reads as follows:

As used in this act, "incentive" means a tax credit, tax exemption, tax deduction, tax expenditure, rebate, grant, or loan that is intended to encourage businesses to locate, expand, invest, or remain in Oklahoma, or to hire or retain employees in Oklahoma.

SECTION 3. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 7003 of Title 62, unless there is created a duplication in numbering, reads as follows:

A. There is hereby established the Incentive Evaluation Commission consisting of:

1. A certified public accountant appointed by the Oklahoma Accountancy Board whose term shall expire on June 30, 2019;

2. The president of the Oklahoma Professional Economic Development Council or his or her designee who is also a member of the Oklahoma Professional Economic Development Council who shall serve during his or her term of office as president of the Oklahoma Professional Economic Development Council;

3. An auditor who is employed as an internal auditor by a company or who is employed by a private auditing firm appointed by the Governor whose term shall expire on June 30, 2019;

4. An economist from an Oklahoma college or university appointed by the President Pro Tempore of the Oklahoma State Senate whose term shall expire on June 30, 2020;

5. A lay person who is not an elected official appointed by the Speaker of the Oklahoma House of Representatives whose term shall expire June 30, 2020;

6. The Chairman of the Oklahoma Tax Commission or his or her designee who is also a member of the Oklahoma Tax Commission, which shall be an ex officio and nonvoting position;

7. The Director of the Office of Management and Enterprise Services or his or her designee who is an employee of the Office of Management and Enterprise Services which shall be an ex officio and nonvoting position; and

8. The Oklahoma Secretary of Commerce or his or her designee who is an employee of the Oklahoma Department of Commerce which shall be an ex officio and nonvoting position.

B. Thereafter persons shall be appointed for terms of four (4) years beginning on July 1. Any vacancy shall be filled by the appointing authority for the remainder of the unexpired term.

C. No person shall serve on the Commission or be appointed to the Commission who is employed by a company that receives any incentive or who holds a substantial interest in ownership in a company that receives any incentive. As used in this subsection, "substantial interest" shall mean the ownership, directly or indirectly, of more than fifty percent (50%) of the equity interest with voting rights for any lawfully recognized business entity.

D. No person shall be appointed to the Commission who at the time of his or her appointment is an elected official. Any person who is appointed to the Commission who subsequently becomes an elected official during his or her term on the Commission shall be required to vacate his or her position on the Commission.

E. The Office of Management and Enterprise Services shall provide staff and administrative support to the Incentive Evaluation Commission. The Oklahoma Department of Commerce and the Oklahoma Tax Commission shall assist the Office of Management and Enterprise Services as needed in providing staff and administrative support to the Commission.

F. The Incentive Approval Committee is hereby created as a subcommittee of the Incentive Evaluation Commission and shall consist of the Director of the Office of Management and Enterprise



Services or his or her designee, the Secretary of Commerce or his or her designee, and the Chairman of the Tax Commission or his or her designee. It shall be the duty of the Committee to determine:

1. Upon initial application on a form approved by the Committee, if an establishment is engaged in a basic industry as defined in subdivision (b) of division (7) or in subdivisions (a) through (n) of division (9) of subparagraph a of paragraph 1 of subsection A of Section 3603 of Title 68 of the Oklahoma Statutes or as otherwise provided by subsection C of Section 3603 of Title 68 of the Oklahoma Statutes;

2. If an establishment would have been defined as a "basic industry" prior to the amendments to Section 3603 of Title 68 of the Oklahoma Statutes to convert from SIC Codes to NAICS Codes. If the Committee so determines, the establishment shall be considered as a "basic industry" for purposes of the Oklahoma Quality Jobs Program Act; and

3. If employees of an establishment as defined in division (10) of subparagraph a of paragraph 1 of subsection A of Section 3603 of Title 68 of the Oklahoma Statutes meet the requirements to be considered employed in new direct jobs as specified in paragraph 3 of subsection A of Section 3603 of Title 68 of the Oklahoma Statutes.

G. For an establishment defined as a "basic industry" pursuant to division (4) of subparagraph a of paragraph 1 of subsection A of Section 3603 of Title 68 of the Oklahoma Statutes, the Incentive Approval Committee shall consist of the members provided by subsection A of this section and the Executive Director of the Oklahoma Center for the Advancement of Science and Technology, or a designee from the Center appointed by the Executive Director.

SECTION 4. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 7004 of Title 62, unless there is created a duplication in numbering, reads as follows:

A. The Incentive Evaluation Commission shall ensure that each incentive is evaluated at least once every four (4) years unless the Commission determines that the incentive is exempt from evaluation. The Commission may exempt from evaluation any incentive that it concludes has a minimal fiscal impact. The Commission shall determine a specific threshold amount which shall be considered as a minimal fiscal impact for the current evaluation cycle.

B. By January 1, 2016, and by January 1 each year thereafter, the Incentive Evaluation Commission shall develop a four-year schedule for evaluating incentives. The schedule for evaluating the incentives shall be developed so that the incentives having the highest fiscal impact to the state revenue system, including but not limited to the General Revenue Fund, shall be evaluated before other incentives. Each schedule shall include a list of all incentives in the state, including any it exempts from evaluation. In determining whether a program is an incentive, the Incentive Evaluation Commission may consider legislative intent and may also consider whether the program is promoted as an incentive by any state agency. For each incentive listed in the schedule, the Commission shall attempt to identify the goal or goals of the incentive.

C. Upon approval of the schedule, the Commission shall provide the schedule to the Governor, President Pro Tempore of the Senate and Speaker of the House of Representatives.

SECTION 5. NEW LAW A new section of law to be codified in the Oklahoma Statutes as Section 7005 of Title 62, unless there is created a duplication in numbering, reads as follows:

A. The Commission may contract with a private company, nonprofit, or academic institution to assist with evaluation of each incentive. The Commission shall develop a scope of services for a request for proposals issued pursuant to The Oklahoma Central Purchasing Act, Section 85.1 et seq. of Title 74 of the Oklahoma Statutes, for professional services necessary to complete incentive evaluations pursuant to the Incentive Evaluation Act. The cost of such contract shall be paid by the Office of Management and Enterprise Services. No recipient or potential recipient of an incentive or representative of a recipient or potential recipient shall contact the entity or individual with whom the Commission contracts pursuant to this subsection unless the entity or individual specifically requests information or documentation for purposes of the incentive evaluation process; provided, this shall not be construed to prevent participation in a public hearing conducted pursuant to subsection B of this section.

B. By November 1 of each year beginning in 2016, the Commission or the Commission's chosen contractor shall evaluate each incentive scheduled for review that year. The Commission or the Commission's chosen contractor shall conduct each incentive evaluation in consultation with the Oklahoma Department of Commerce division of

Research and Economic Analysis Services using criteria developed pursuant to subsection D of this section. Between November 1 and November 30 of each year beginning in 2016, the Commission shall hold at least one public meeting to review, allow for public comment, and vote to approve or disapprove each incentive evaluation conducted that year. By December 15 of each year beginning in 2016, the Commission shall provide the results of each incentive evaluation in a written report to the Governor, President Pro Tempore of the Senate and Speaker of the House of Representatives. The report shall be made publicly available on the Oklahoma Department of Commerce website and *documents.ok.gov*.

C. Each evaluation shall include the following:

1. An estimate of the economic and fiscal impact of the incentive. This estimate shall take into account the following considerations in addition to other relevant factors:

- a. the extent to which the incentive changes business behavior,
- b. the results of the incentive for the economy of Oklahoma as a whole. This consideration includes both positive direct and indirect impacts and any negative effects on other Oklahoma businesses, and
- c. a comparison to the results of other incentives or other economic development strategies with similar goals;

2. An assessment of whether adequate protections are in place to ensure the fiscal impact of the incentive does not increase substantially beyond the state's expectations in future years;

3. An assessment of whether the incentive is being administered effectively;

4. An assessment of whether the incentive is achieving its goals;

5. Recommendations for how Oklahoma can most effectively achieve the incentive's goals, including recommendations on whether the incentive should be retained, reconfigured or repealed; and



6. Recommendations for any changes to state policy, rules, or statutes that would allow the incentive to be more easily or conclusively evaluated in the future. These recommendations may include changes to collection, reporting and sharing of data, and revisions or clarifications to the goal of the incentive.

D. Evaluation criteria shall be developed for each incentive evaluated by the Commission. Each incentive shall be evaluated using criteria specific to the individual incentive. The criteria shall be developed through the administrative rulemaking process pursuant to the Administrative Procedures Act, Section 250 et seq. of Title 75 of the Oklahoma Statutes, and codified in the administrative code of the Oklahoma Department of Commerce.

E. At the request of the Incentive Evaluation Commission, state agencies shall provide any records, information, data, or data analysis necessary for the Commission or contractors to effectively evaluate incentives. The Commission and contractors shall not disclose or release any data received from other state agencies, except as permitted under law.

SECTION 6. This act shall become effective November 1, 2015.



Passed the House of Representatives the 11th day of March, 2015.

\_\_\_\_\_  
Presiding Officer of the House  
of Representatives

Passed the Senate the 21st day of April, 2015.

\_\_\_\_\_  
Presiding Officer of the Senate

OFFICE OF THE GOVERNOR

Received by the Office of the Governor this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

By: \_\_\_\_\_

Approved by the Governor of the State of Oklahoma this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

\_\_\_\_\_  
Governor of the State of Oklahoma

OFFICE OF THE SECRETARY OF STATE

Received by the Office of the Secretary of State this \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

By: \_\_\_\_\_

person to tender or accept gold or silver coins that are issued by the United States government, except as agreed upon by contract.  
Added by Laws 2014, c. 429, § 1, eff. Nov. 1, 2014.

§62-7001. Short title - Incentive Evaluation Act.

This act shall be known and may be cited as the "Incentive Evaluation Act".

Added by Laws 2015, c. 184, § 1, eff. Nov. 1, 2015.

§62-7002. Incentive defined.

As used in this act, "incentive" means a tax credit, tax exemption, tax deduction, tax expenditure, rebate, grant, or loan that is intended to encourage businesses to locate, expand, invest, or remain in Oklahoma, or to hire or retain employees in Oklahoma.  
Added by Laws 2015, c. 184, § 2, eff. Nov. 1, 2015.

§62-7003. Incentive Evaluation Commission - Incentive Approval Committee.

A. There is hereby established the Incentive Evaluation Commission consisting of:

1. A certified public accountant appointed by the Oklahoma Accountancy Board whose term shall expire on June 30, 2019;

2. The president of the Oklahoma Professional Economic Development Council or his or her designee who is also a member of the Oklahoma Professional Economic Development Council who shall serve during his or her term of office as president of the Oklahoma Professional Economic Development Council;

3. An auditor who is employed as an internal auditor by a company or who is employed by a private auditing firm appointed by the Governor whose term shall expire on June 30, 2019;

4. An economist from an Oklahoma college or university appointed by the President Pro Tempore of the Oklahoma State Senate whose term shall expire on June 30, 2020;

5. A lay person who is not an elected official appointed by the Speaker of the Oklahoma House of Representatives whose term shall expire June 30, 2020;

6. The Chairman of the Oklahoma Tax Commission or his or her designee who is also a member of the Oklahoma Tax Commission, which shall be an ex officio and nonvoting position;

7. The Director of the Office of Management and Enterprise Services or his or her designee who is an employee of the Office of Management and Enterprise Services which shall be an ex officio and nonvoting position; and

8. The Oklahoma Secretary of Commerce or his or her designee who is an employee of the Oklahoma Department of Commerce which shall be an ex officio and nonvoting position.

B. Thereafter persons shall be appointed for terms of four (4) years beginning on July 1. Any vacancy shall be filled by the appointing authority for the remainder of the unexpired term.

C. No person shall serve on the Commission or be appointed to the Commission who is employed by a company that receives any incentive or who holds a substantial interest in ownership in a company that receives any incentive. As used in this subsection, "substantial interest" shall mean the ownership, directly or indirectly, of more than fifty percent (50%) of the equity interest with voting rights for any lawfully recognized business entity.

D. No person shall be appointed to the Commission who at the time of his or her appointment is an elected official. Any person who is appointed to the Commission who subsequently becomes an elected official during his or her term on the Commission shall be required to vacate his or her position on the Commission.

E. The Office of Management and Enterprise Services shall provide staff and administrative support to the Incentive Evaluation Commission. The Oklahoma Department of Commerce and the Oklahoma Tax Commission shall assist the Office of Management and Enterprise Services as needed in providing staff and administrative support to the Commission.

F. The Incentive Approval Committee is hereby created as a subcommittee of the Incentive Evaluation Commission and shall consist of the Director of the Office of Management and Enterprise Services or his or her designee, the Secretary of Commerce or his or her designee, and the Chairman of the Tax Commission or his or her designee. It shall be the duty of the Committee to determine:

1. Upon initial application on a form approved by the Committee, if an establishment is engaged in a basic industry as defined in subdivision (b) of division (7) or in subdivisions (a) through (n) of division (9) of subparagraph a of paragraph 1 of subsection A of Section 3603 of Title 68 of the Oklahoma Statutes or as otherwise provided by subsection C of Section 3603 of Title 68 of the Oklahoma Statutes;

2. If an establishment would have been defined as a "basic industry" prior to the amendments to Section 3603 of Title 68 of the Oklahoma Statutes to convert from SIC Codes to NAICS Codes. If the Committee so determines, the establishment shall be considered as a "basic industry" for purposes of the Oklahoma Quality Jobs Program Act; and

3. If employees of an establishment as defined in division (10) of subparagraph a of paragraph 1 of subsection A of Section 3603 of Title 68 of the Oklahoma Statutes meet the requirements to be considered employed in new direct jobs as specified in paragraph 3 of subsection A of Section 3603 of Title 68 of the Oklahoma Statutes.



G. For an establishment defined as a "basic industry" pursuant to division (4) of subparagraph a of paragraph 1 of subsection A of Section 3603 of Title 68 of the Oklahoma Statutes, the Incentive Approval Committee shall consist of the members provided by subsection A of this section and the Executive Director of the Oklahoma Center for the Advancement of Science and Technology, or a designee from the Center appointed by the Executive Director. Added by Laws 2015, c. 182, § 3, eff. Nov. 1, 2015.

§62-7004. Periodic evaluations - Exemptions.

A. The Incentive Evaluation Commission shall ensure that each incentive is evaluated at least once every four (4) years unless the Commission determines that the incentive is exempt from evaluation. The Commission may exempt from evaluation any incentive that it concludes has a minimal fiscal impact. The Commission shall determine a specific threshold amount which shall be considered as a minimal fiscal impact for the current evaluation cycle.

B. By January 1, 2016, and by January 1 each year thereafter, the Incentive Evaluation Commission shall develop a four-year schedule for evaluating incentives. The schedule for evaluating the incentives shall be developed so that the incentives having the highest fiscal impact to the state revenue system, including but not limited to the General Revenue Fund, shall be evaluated before other incentives. Each schedule shall include a list of all incentives in the state, including any it exempts from evaluation. In determining whether a program is an incentive, the Incentive Evaluation Commission may consider legislative intent and may also consider whether the program is promoted as an incentive by any state agency. For each incentive listed in the schedule, the Commission shall attempt to identify the goal or goals of the incentive.

C. Upon approval of the schedule, the Commission shall provide the schedule to the Governor, President Pro Tempore of the Senate and Speaker of the House of Representatives. Added by Laws 2015, c. 184, § 4, eff. Nov. 1, 2015.

§62-7005. Contractors - Evaluation process - Requirements - Criteria - Records disclosure.

A. The Commission may contract with a private company, nonprofit, or academic institution to assist with evaluation of each incentive. The Commission shall develop a scope of services for a request for proposals issued pursuant to The Oklahoma Central Purchasing Act, Section 85.1 et seq. of Title 74 of the Oklahoma Statutes, for professional services necessary to complete incentive evaluations pursuant to the Incentive Evaluation Act. The cost of such contract shall be paid by the Office of Management and Enterprise Services. No recipient or potential recipient of an incentive or representative of a recipient or potential recipient

shall contact the entity or individual with whom the Commission contracts pursuant to this subsection unless the entity or individual specifically requests information or documentation for purposes of the incentive evaluation process; provided, this shall not be construed to prevent participation in a public hearing conducted pursuant to subsection B of this section.

B. By November 1 of each year beginning in 2016, the Commission or the Commission's chosen contractor shall evaluate each incentive scheduled for review that year. The Commission or the Commission's chosen contractor shall conduct each incentive evaluation in consultation with the Oklahoma Department of Commerce division of Research and Economic Analysis Services using criteria developed pursuant to subsection D of this section. Between October 1 and November 30 of each year beginning in 2017, the Commission shall hold at least one public meeting to review, allow for public comment, and vote to approve, disapprove or modify each incentive evaluation conducted that year. By December 15 of each year beginning in 2016, the Commission shall provide the results of each incentive evaluation in a written report to the Governor, President Pro Tempore of the Senate and Speaker of the House of Representatives. If the Commission votes to modify an incentive evaluation as provided in this subsection, such modification and the original evaluation shall be documented in the annual written report. The report shall be made publicly available on the Oklahoma Department of Commerce website, the Commission website and documents.ok.gov.

C. Each evaluation shall include the following:

1. An estimate of the economic and fiscal impact of the incentive. This estimate shall take into account the following considerations in addition to other relevant factors:
  - a. the extent to which the incentive changes business behavior,
  - b. the results of the incentive for the economy of Oklahoma as a whole. This consideration includes both positive direct and indirect impacts and any negative effects on other Oklahoma businesses, and
  - c. a comparison to the results of other incentives or other economic development strategies with similar goals;
2. An assessment of whether adequate protections are in place to ensure the fiscal impact of the incentive does not increase substantially beyond the state's expectations in future years;
3. An assessment of whether the incentive is being administered effectively;
4. An assessment of whether the incentive is achieving its goals;



5. Recommendations for how Oklahoma can most effectively achieve the incentive's goals, including recommendations on whether the incentive should be retained, reconfigured or repealed; and

6. Recommendations for any changes to state policy, rules, or statutes that would allow the incentive to be more easily or conclusively evaluated in the future. These recommendations may include changes to collection, reporting and sharing of data, and revisions or clarifications to the goal of the incentive.

D. Evaluation criteria shall be developed for each incentive evaluated by the Commission. Each incentive shall be evaluated using criteria specific to the individual incentive. The criteria shall be developed by the Commission through the administrative rulemaking process pursuant to the Administrative Procedures Act, Section 250 et seq. of Title 75 of the Oklahoma Statutes, and codified in the administrative code of the Oklahoma Department of Commerce.

E. At the request of the Incentive Evaluation Commission, state agencies shall provide any records, information, data, or data analysis necessary for the Commission or contractors to effectively evaluate incentives. The Commission and contractors shall not disclose or release any data received from other state agencies, except as permitted under law.

Added by Laws 2015, c. 184, § 5, eff. Nov. 1, 2015. Amended by Laws 2017, c. 154, § 1.

§62-8001. Short title - Agency Performance and Accountability Act.

This act shall be known and may be cited as the "Agency Performance and Accountability Act".

Added by Laws 2017, c. 325, § 1, emerg. eff. May 24, 2017.

§62-8002. Agency Performance and Accountability Commission.

A. There is hereby created the Agency Performance and Accountability Commission which shall consist of:

1. Three members appointed by the Governor:

a. at least one of whom shall be the president, owner, chief executive officer or chief financial officer of an Oklahoma-based company, and

b. at least one of whom shall be an auditor who is employed as an internal auditor by a company or who is employed by a private auditing firm;

2. Three members appointed by the President Pro Tempore of the Oklahoma Senate, at least one of whom shall be a business efficiency expert;

3. Three members appointed by the Speaker of the Oklahoma House of Representatives, at least one of whom shall be a business efficiency expert; and

4. The Director of the Office of Management and Enterprise Services, or his or her designee who is an employee of the Office of Management and Enterprise Services, who shall be an ex officio and nonvoting member.

B. No person shall be appointed to the Commission who at the time of his or her appointment is an elected official. Any person who is appointed to the Commission who subsequently becomes an elected official during his or her term on the Commission shall be required to vacate his or her position on the Commission.

C. The Senate and the House of Representatives shall provide staff and administrative support to the Commission. The Commission shall contract with the Attorney General who shall provide legal advice on any matter related to the powers and duties of the Commission.

Added by Laws 2017, c. 325, § 2, emerg. eff. May 24, 2017. Amended by Laws 2018, c. 298, § 1, emerg. eff. May 10, 2018.

§62-8003. Independent comprehensive performance audits.

A. The Agency Performance and Accountability Commission shall conduct independent comprehensive performance audits. The term "independent comprehensive performance audit" (ICPA) includes, but is not limited to, a review and analysis of the economy, efficiency, effectiveness and compliance of the policies, management, fiscal affairs and operations of state agencies, divisions, programs and accounts. The results of an ICPA may be used by the Legislature to implement the best budgeting and policy-making practices for government services to run in the most cost-effective way.

B. The Commission shall conduct an ICPA for each appropriated executive branch agency having total state appropriations for a fiscal year which rank the agency in the highest twenty such agencies. The Commission shall develop a schedule under which an ICPA for each such agency shall be conducted at least once every four (4) fiscal years. The Commission may also conduct an ICPA of any other agency at its discretion, subject to the availability of funds.

C. By December 31 of each year, the Commission shall issue an annual report on the status of implementation of audit recommendations. The Commission may also include its comments or recommendations based on any ICPA in this report.

D. The Commission shall contract with the Attorney General for legal services in the performance of its official duties.

Added by Laws 2017, c. 325, § 3, emerg. eff. May 24, 2017. Amended by Laws 2018, c. 298, § 2, emerg. eff. May 10, 2018.

§62-8004. Outside contracts to assist with ICPAs - Written reports on ICPAs.

A. The Agency Performance and Accountability Commission may contract with a private company, nonprofit organization or academic institution to assist with an independent comprehensive performance audit or for professional consulting and administrative support services. The Commission may, but shall not be required to, contract with the Office of the State Auditor and Inspector to conduct any ICPA. The Commission shall develop the scope of services for a request for proposals issued, for professional services necessary to complete each ICPA. Prior to entering into any contract, the Commission shall obtain no less than three separate bids for the auditing services, unless the Commission determines that fewer than three entities meet the qualifications to bid to perform such services as set forth by the Commission. The cost of the contract shall be paid by the Legislative Services Bureau.

B. The Commission shall provide the results of each ICPA in a written report to the Governor, President Pro Tempore of the Senate and Speaker of the House of Representatives. The report shall be made publicly available on the Oklahoma State Legislature's website and [documents.ok.gov](http://documents.ok.gov).

C. The independent comprehensive performance audit shall address but not be limited to the following topics:

1. Policies which shall include constitutional mandates, if any, statutory mandates, statutory authorizations, administrative rules or policies of the affected agency reflected in internal agency documents or agency practices;

2. All sources of funding received by the agency, inclusive of federal funds, state appropriations, state-dedicated revenues, fee revenue sources, the use of agency revolving funds or any other fund or revenue source which is used to pay the expenses of the agency;

3. Management of the agency which shall include, but not be limited to, its governance, capacity, divisions, programs, accounts, information technology systems and policies and agency operations which include objective analysis of the roles and functions of the department; and

4. A schedule for implementation of agency-specific recommendations.

D. Bills and resolutions introduced to implement any specific recommendation of this report shall not be subject to filing deadlines set by the Legislature.

Added by Laws 2017, c. 325, § 4, emerg. eff. May 24, 2017. Amended by Laws 2018, c. 298, § 3, emerg. eff. May 10, 2018.

§62-8005. Implementation of recommendations.

A. Unless otherwise directed by the Legislature, the state agency which has undergone an independent comprehensive performance audit shall implement the recommendations of the Agency Performance



and Accountability Commission as concluded from the independent comprehensive performance audit.

B. Not later than twelve (12) months after the completion of the independent comprehensive performance audit, the Commission shall review the implementation of the recommendations in the audit.

C. The Commission shall issue a report regarding the extent to which the agency has or has not implemented the recommendations of the audit. The follow-up report shall be submitted to the Governor, President Pro Tempore of the Senate and Speaker of the House of Representatives. The report shall be made publicly available on the Oklahoma State Legislature's website and *documents.ok.gov*.

D. The state agency shall be required to provide an explanation or justification for any failure to implement the recommendations of an independent comprehensive performance audit.

Added by Laws 2017, c. 325, § 5, emerg. eff. May 24, 2017. Amended by Laws 2018, c. 298, § 4, emerg. eff. May 10, 2018.

§62-9001. Payments required to governmental entities.

Any person, firm, partnership, corporation, limited partnership, limited liability company or other lawfully recognized entity that is required to make payment of a tax, fee, fine, charge, cost or other expense payable to a state governmental entity or local governmental entity shall make the instrument payable to the state or local government office, agency or other governmental entity and shall not make the instrument payable to the individual who holds the public office.

Added by Laws 2015, c. 182, § 1, eff. Nov. 1, 2015.