



Solicitation Cover Page

1. Solicitation #: 3400001669

2. Solicitation Issue Date: 2/26/20

3. Brief Description of Requirement:

The Oklahoma State Department of Health (OSDH) Emergency Preparedness & Response Service (EPRS) is seeking to award contracts to federally recognized Tribes based in the State of Oklahoma for the development and/or enhancement of Tribal public health infectious disease emergency response plans. Any and all verified federally recognized Tribe based in the State of Oklahoma responding to this Request for Proposal (RFP) will qualify for an award. The amount of the award to each Tribe will be determined by the number of verified Tribes submitting a response to this RFP.

4. Response Due Date : 3/18/20

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO²:**

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

OKC, OK 73105

Common Carrier Delivery Address: 5005 N Lincoln Blvd

OKC, OK 73105

Electronic Submission Address: N/A

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

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

7. Contracting Officer:

Name: Richard Williams

Phone: 405-522-1040

Email: Richard.Williams@omes.ok.gov

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

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



Responding Bidder Information

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

1. **RE: Solicitation #** 3400001669

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

☐ YES – Permit #: _____

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

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: _____

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

6. **Workers' Compensation Insurance Coverage:**

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

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

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

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

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

7. Disabled Veteran Business Enterprise Act

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

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title



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

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

Agency Name: Oklahoma State Department of Health Agency Number: 340

Solicitation or Purchase Order #: 3400001669

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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B. SPECIAL PROVISIONS

B.1. Contract Period:

This contract shall begin on DATE OF AWARD and terminate on June 30, 2019. This contract shall not take effect and no services may be provided until a purchase order has been issued. No services shall be provided prior to the effective date.

B.2. 90 Day Extension:

The State may extend the term of this contract up to ninety (90) day intervals if mutually agreed upon in writing by both parties.

B.3. Terms and Conditions:

All terms and conditions herein become the contract between the OSDH and the Supplier. The Supplier agrees to comply with all of these terms and conditions. Supplier understands and agrees that when any term and/or condition contained within this contract is, or becomes, applicable to the Supplier's officers and/or employees, Supplier agrees to ensure that its officers and employees (collectively, "organization") abide by the terms and/or condition applicable to organization.

B.4. Mandatory Vendor Registration for Contract Award (In Addition to Section A.15.3):

- B.4.1.** Acquisitions issued by agencies under the authority of Title 74 require vendors to register with Central Purchasing prior to award. Vendors will not be required to register to submit a bid response but will be required to register prior to being awarded a contract and renew their registration prior to each renewal of an award.
- B.4.2.** Vendors pending contract award to a bid released by the Central Purchasing Division or other Oklahoma state agency MUST register with the state.
 - Online Registration: <https://www.ok.gov/dcs/vendors2/app/index.php>
- B.4.2.1.** Pursuant to 74 O.S. § 85.33.B: o A vendor may register with the Central Purchasing Division to be placed on the Supplier List for bid notification.
- B.4.2.2.** Registration entitles a supplier to receive all bid notices for the commodity classes specified by the vendor in the registration process for a period of one year.
- B.4.2.3.** The Vendor Registration fee is \$25 for EACH family code for which the vendor desires registration.
- B.4.2.4.** The following items describe information requested by the vendor registration application. To expedite the application process, vendors are encouraged to have the information readily available prior to beginning the registration application. If your company is not currently transacting business in the State of Oklahoma, you may not have some of the items listed. However, any vendor selected for award of a contract with the state of Oklahoma must meet the requirements prior to the issuance of a purchase order.
- B.4.2.5.** E-mail address - if possible, we encourage all vendors to create a central e-mail address, to which all state bidding e-mail correspondence can be sent. A central e-mail for your organization will assure personnel changes or employee absences do not inhibit your ability to receive timely notifications of State bidding opportunities.
- B.4.2.6.** An Oklahoma Sales Tax Permit Number and its Expiration Date or explanation of the exemption status(FAQs)
- B.4.2.7.** An Oklahoma Secretary of State Filing Number, or explanation of the exemption status (www.sos.ok.gov or 405-521-3911)
- B.4.2.8.** A Workers Compensation Insurance Certificate (PDF file) or explanation of the exemption status (FAQs)
- B.4.2.9.** Vendors must complete all 12 steps of the registration application, which require business information about your company, a substitute W-9 form and designation of the commodity codes/classifications your company is interested in. We recommend vendors search UNSPSC Website Code Posting to identify the applicable commodity codes prior to beginning the registration application. However, you will have the option to select and deselect a family, class and commodity during the online registration process before finalizing your application.
- B.4.2.10.** Payment information related to a bank checking account (example), or VISA, MasterCard or American Express credit card. All payments are made through an encrypted secure server and payment information is not stored after a transaction. You will receive confirmation after your registration is validated and approved by the Vendor Registration Officer.
- B.4.3.** Note to Vendors: The State of Oklahoma does NOT provide legal advice regarding exemptions from Sales Tax Permit, Secretary of State, and Workers Compensation Insurance registrations

B.5. Addendum(s), Unavailability or Redirection of Funding and Cancellation:

This contract may be terminated, in whole or in part, if the Supplier fails to comply with the terms and conditions of the contract or for other cause. In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the Supplier by certified mail or email. The OSDH may also, based on its determination of agency need, increase or reduce contract amounts and send notification of such changes to the Supplier upon making such changes. The OSDH shall be the final authority as to the availability or redirection of funds. The effective date of such contract termination, increase or reduction shall be specified in the notice. All other modifications or amendments to this contract shall be in writing, dated and executed by both the Supplier and the OSDH. In the event of a reduction, the Supplier may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. With exception of the above, this contract shall be in force until the expiration date, or until 60 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by Certified Mail to the business address of record or by email to the specified Contact Person. In the event this contract is canceled by either party, the OSDH shall be responsible for reimbursement for goods or services received or provided prior to cancellation date. In the event this contract is cancelled under this section, Supplier agrees to take all reasonable steps to minimize termination costs and to comply with the requirements in 2 CFR §200.343 and 200.344. The OSDH agrees to reimburse Supplier for all work performed prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

B.6. Assignment and Delegation:

If the Supplier cannot perform the services as identified in this contract, in whole or in part, the Supplier will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. The Access to Records clause as stated above shall be included in any subcontract. The Supplier will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. The subcontracting of services shall not relieve the Supplier of any responsibility for performance under this contract.

B.7. Contract Monitoring Plan:

B.7.1. As a vendor with the OSDH, your contract will be monitored to ensure compliance with the Terms and Conditions outlined in this contract. Typical monitoring activities may include Supplier site visits, review of contractually required deliverables, invoice review, and verification of licensure and/or insurance required and other monitoring activities.

B.7.2. All communications related to this contract will be between the Supplier's Contact Person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract will be given upon award.

B.8. Supplier's Relation to the OSDH:

The Supplier is in all respects an independent Supplier and is neither an agent nor an employee of the OSDH. Neither the Supplier nor any of its officers, employees, agents, or members shall have authority to bind the OSDH nor are they entitled to any of the benefits or worker's compensation provided by the OSDH to its employees. In the event the independent Supplier relationship ends in any way, this contract shall automatically terminate without notice. The Supplier shall notify the OSDH Contract Monitor of the change in relationship.

B.9. Electronic Signatures/Execution in Counterparts

This document may be executed in counterparts, with each such copy considered an original. Facsimile/scanned and PDF signatures shall be accepted as original. Electronic signatures must be an authorized copy of the hand-written signature or created using a technology that allows the process of signature authentication to be validated. In all cases, the name of the authorized signatory shall be identified as visible on the document. Each party will be responsible for maintaining the security of its electronic signature technology and represents through submission of the signed document that the individual's signature is authorized and valid to bind the organization.

B.10. Entire Agreement:

This contract, including referenced attachments, OSDH Request for Proposal and response of Supplier represents all of the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

B.11. Equipment and Other Purchases:

It is understood that no items of equipment, property or other capital purchases shall be reimbursed under the provisions of this contract. Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the Supplier for financial statement purposes, or \$5000.

B.12. Event of Default:

In the event the Supplier fails to meet the terms and conditions of this contract or fails to provide services in accordance with the provisions of the contract, the State of Oklahoma at its sole discretion, may withhold payments claimed by the Supplier or may by written notice of default to the Supplier, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall

be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Supplier shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the Oklahoma Office of Enterprise and Management Services, Central Purchasing Division. This clause is an exception to the Cancellation clause.

B.13. Evidence of Insurability:

B.13.1. The Supplier 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 and shall provide evidence of insurability (Certificate of Insurance) from the insurance carrier prior to commencement of any work in connection with the Contract. The Supplier is also required to comply with applicable Federal and State occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy. The Supplier shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the OSDH Purchasing Division with evidence of such insurance and renewals. Such policy shall require thirty days advance notice of cancellation be provided to the OSDH Purchasing Division.

B.13.2. If the Supplier does not carry workers' compensation insurance because it considers their business to be that of an independent Supplier, as defined by the Workers Compensation Act (85A O.S. § 1 et. seq.), and not that of an employee, the Supplier must complete the OSDH Acknowledgment of Independent Supplier Status.

B.14. Failure to Comply Statement:

The Supplier shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Supplier agrees that should it be in noncompliance, the OSDH may impose additional conditions as provided in 2 CFR §200.207; or, as provided in 2 CFR § 200.338, temporarily hold cash payments pending correction of the deficiency, disallow all or part of the cost of the activity or action not in compliance, suspend or terminate the contract in part or in whole, withhold further awards for the project or program, or take other remedies legally available. Compliance with the requirements shall be the responsibility of the Supplier, without reliance on or direction by the OSDH.

B.15. Federal Funding Accountability and Transparency Act of 2006 (FFATA):

Suppliers shall comply with the requirements of the Federal Funding Accountability and Transparency Act of 2006 (FFATA) as set forth in 2 CFR Part 170. A DUNS number (Data Universal Numbering System) is a requirement for all contracts of \$25,000 or more. Suppliers may be required to submit additional information to satisfy FFATA compliance.

B.16. Force Majeure:

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

B.17. Hold Harmless:

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

B.18. Intergovernmental Contracting Clause:

The Supplier certifies that the individuals providing services are employees of the Supplier's agency and that those employees possess the expertise necessary to fulfill the requirements of this agreement.

B.19. Invoicing and Payment (In Addition to A.18.):

B.19.1. A properly completed invoice may be submitted within 30 days of the end of the quarter along with the Quarterly Progress Report, December 31, March 31 and June 30, WITH THE FINAL INVOICE DUE NOT LATER THAN 6/30/19 and include the following items:

B.19.1.1. name, address and FEI number of the Supplier;

B.19.1.2. invoice date;

B.19.1.3. period covered by invoice;

B.19.1.4. purchase order number;

B.19.1.5. any other data, reports, information or documentation required by other conditions of the contract;

B.19.1.6. detail of the services provided and be in accordance with the terms and conditions of this agreement.

B.19.2. For invoices involving payment for the Supplier's time, the invoice must be signed and contain the following statement: By my signature I attest that this invoice is an accurate and true representation of my time in relation to the services provided to the OSDH.

B.19.3. The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH
EPRS/SUSAN NICHOLS
1000 NE 10TH Street
Oklahoma City, Oklahoma 73117-1299

- B.19.4.** The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Supplier.
- B.19.5.** The OSDH may withhold or delay payment to any Supplier failing to provide required programmatic documentation and/or requested financial documentation.
- B.19.6.** The Supplier assures that all costs billed will be supported by documentation that will include, but not be limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization (See "Supplier Relationship" section of this contract). The Supplier further assures that all billings will be based on actual costs incurred and paid.
- B.19.7.** If the Supplier is unable to support any part of their claim to the OSDH and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the Supplier, the Supplier shall be liable to OSDH for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and discovery of said part of claim. Liability under this paragraph shall be determined within two years of the discovery of such misrepresentation of fact or fraud by the Supplier.

B.20. Mandatory Requirements:

The OSDH has established certain mandatory requirements that must be included in the RFP response. The use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this RFP indicate a mandatory requirement or condition, which by failure to meet or provide will be cause for the RFP response being deemed non-responsive. The word "should" or "may" in this RFP indicate desirable attributes of conditions and are permissive in nature. Deviation from or omission of such a desirable feature will not by itself cause a proposal to be non-responsive.

B.21. Minor Deficiencies or Informalities:

- B.21.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- B.21.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

B.22. Notices

Notices under this contract shall be considered properly delivered when sent by certified mail to the business address of record or by email, delivery receipt requested, to the Contact Person identified in the contract.

B.23. Other Certifications:

The Supplier certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973; the Age Discrimination Act of 1975; the Hatch Act; the Pro Children Act of 1994; Drug Free Workplace Act of 1988; the American with Disabilities Act of 1990; Title IX or the Education Amendments of 1972; 31 U.S.C. Section 1352, Public Law 105-78; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act; 41 U.S.C. 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708); the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; mandatory standards and policies relating to energy efficiency as outlined in the State of Oklahoma's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201); 2 CFR § 200.112 (Conflict of Interest); 2 CFR § 200.113 (Mandatory Disclosures); 2 CFR § 200.322 (Procurement of Recovered Materials); and, the Single Audit Act of 1984; as applicable.

B.24. Privacy Clause:

The Supplier shall, at all times, maintain confidential all information pertaining to any person, patient, or client with whom it has a professional relationship, contact or contract. No information shall be released to any person or party not directly employed by the Supplier without first obtaining such person's, patient's or client's expressed written consent therefore. Confidential information pertaining to any minor shall not be released to any person or party without the express written consent of a custodial parent, court appointed guardian, court authorized foster parent, or authorized self-consenting minor, subject however, to all applicable state and federal statutes, rules and regulations.

B.25. Procurement Integrity:

The Supplier certifies they have not entered into this contract with this or any other Oklahoma state agency that would result in a substantial duplication of the services or duplication of the end product rendered by the Supplier or its employees.

B.26. Statement of Responsibility and Liability:

- B.26.1.** The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act (51 O.S. §151 et seq.).
- B.26.2.** The Supplier shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.
- B.26.3.** The Supplier agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Supplier and/or its agents, servants, and employees in the performance of this contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and severable liability.

B.27. Tobacco Free Policy:

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

B.28. Ceremonial Use of Tobacco in Native American Culture

The OSDH acknowledges the spiritual and ceremonial value that tobacco has in Native American culture. The phrases such as "tobacco-free", "anti-tobacco use prevention", "tobacco control", "no tobacco use" mentioned in this document refers to commercially produced tobacco products and non-ceremonial use of tobacco.

B.29. Travel and Related Expenses:

If travel costs and related expenses are a part of the Request for proposal, such expenses must be compliant with 2 CFR Part 200.474. The Supplier's request for reimbursement shall be based on the organization's written travel policies. OSDH will monitor the travel-related expenses based on reasonableness (2 CFR Part 200.404) as compared to those rates authorized by the Federal Conus Rates published at the GSA Website located at <http://www.gsa.gov/portal/category/100000>. All out-of-state travel where reimbursement is requested must be pre-approved in writing by the OSDH. In addition, OSDH allowable travel costs must be directly related to the activities of the contract and therefore may require allocation of those costs to all programs benefitted based on an equitable allocation methodology.

B.30. Tribal Sovereignty

The OSDH acknowledges that tribal sovereignty refers to the inherent authority of indigenous tribes to govern themselves within the borders of the United States of America. Sovereignty is not something granted by the federal or state government to Indian tribes, but is rather inherently possessed by the tribe.

B.31. Waiver of Breach:

No failure by the OSDH to enforce any provisions hereof after any event of default by the Supplier shall be deemed a waiver of the OSDH's rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

C. SOLICITATION SPECIFICATIONS

C.1. Background

Infectious disease emergencies have the potential to cause widespread illness and death. These emergencies range from naturally occurring disease outbreaks (e.g. measles, meningococcal disease, hepatitis A, etc.) to emerging infectious diseases (e.g. avian influenza, SARS, etc.) and intentional acts of bioterrorism (e.g. anthrax). The circumstances of infectious disease emergencies vary by many factors, however planning and preparing in advance is critical for an effective response. Infectious disease emergencies occur when urgent and possibly extensive public health and medical interventions are needed to response to and contain an infectious disease outbreak or biological threat that has the potential for significant morbidity and mortality among tribal members.

C.2. Purpose

- C.2.1.** The Oklahoma State Department of Health (OSDH) Emergency Preparedness & Response Service (EPRS) is seeking to award contracts to federally recognized Tribes based in the State of Oklahoma for the development and/or enhancement of Tribal public health infectious disease emergency response plans. Any and all verified federally recognized Tribe based in the State of Oklahoma responding to this Request for Proposal (RFP) will qualify for an award. The amount of the award to each Tribe will be determined by the number of verified Tribes submitting a response to this RFP.
- C.2.2.** The purpose of the Infectious Disease Emergency Response (IDER) Plan is to contain an outbreak of disease caused by an infectious agent or biological toxin, or respond to other infectious disease emergencies. Activities that may be implemented during an infectious disease emergency response include:

- C.2.2.1.** Coordination with city, county, state and federal public health agencies (and other organizations) responding to a large-scale public health emergency.
- C.2.2.2.** Development and dissemination of information and guidance to tribal members, medical providers and first responders.
- C.2.2.3.** Public health disease containment measures such as infection control, mass prophylaxis, isolation and quarantine or restriction and clearance.
- C.2.2.4.** Coordination with the tribal medical care system and management of tribal alternative care and/or shelter sites.
- C.2.2.5.** Epidemiological surveillance and investigation activities such as surveillance, investigation, and laboratory testing and laboratory testing.
- C.2.2.6.** Collection and analysis of data to inform and development of objectives and tactics.

C.3. SUPPLIER QUALIFICATION:

Must be a Federally-recognized Oklahoma-based Tribal entity in order to submit a response to this RFP

C.4. Deliverables

- C.4.1.** At the end of the contract year, the Supplier is expected to have fully developed or enhanced, and implemented an IDER Plan that includes provisions detailing how the Supplier will utilize available tribal public health, medical and emergency management resources to respond to a significant infectious disease event while coordinating, as appropriate, with local, state and federal health officials. The resulting IDER Plan can be a standalone plan or an annex to an existing emergency operations plan. At a minimum, the IDER Plan must address the following:
 - C.4.1.1.** Scope and Assumptions
 - C.4.1.2.** Plan Activation
 - C.4.1.3.** Notification
 - C.4.1.4.** Roles and Responsibilities
 - C.4.1.5.** Authorities
 - C.4.1.6.** Incident Command Structure
 - C.4.1.7.** Communications
 - C.4.1.8.** Plan Maintenance
 - C.4.1.9.** Training
- C.4.2.** During the contract period, OSDH staff will be available to provide technical assistance and guidance to the Supplier on the IDER Plan development and enhancement.
- C.4.3.** Quarterly Progress Report: The emergency manager or designated representative for the Tribe may submit a quarterly update of progress towards the development and/or enhancement of an Infectious Disease Emergency Response Plan.
 - C.4.3.1.** Quarterly updates should be submitted by email to the OSDH/EPRS Contract Monitor and should be a narrative outline of progress made toward the plan development and/or enhancement.
 - C.4.3.2.** The Tribe may also submit an invoice for a quarter of the total awarded amount at the time that the progress report is submitted via email.
- C.4.4.** When the plan is completed but No later than June 30, 2020 a copy of the developed and/or enhanced plan should be submitted along with a final invoice for payment of the full or remaining awarded amount to the OSDH/EPRS Contract Monitor

D. EVALUATION

- D.1. Proposals will be evaluated on the “best value” determination in accordance with Title 74, §85. The best value criteria for this proposal is listed below and all proposals will be reviewed and awarded based on the following evaluation criteria:**
 - D.1.1.** Federally-recognized Oklahoma-based Tribal entity
 - D.1.2.** What is the current Tribal public health emergency preparedness and response infra-structure?
 - D.1.3.** Are there any current response plans in place in regards to potential outbreaks of infectious diseases for the Tribe?

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

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

E.2. The Proposal should contain the following:

- E.2.1. What is the current Tribal public health emergency preparedness and response infra-structure?
- E.2.2. Are there any current response plans in place in regards to potential outbreaks of infectious diseases for the Tribe?
- E.2.3. How would the Tribe benefit from developing and/or enhancing an Infectious Disease Emergency Response Plan?
- E.2.4. What are your potential expenses that may be incurred in developing and/or enhancing an Infectious
- E.2.5. Disease Emergency Response Plan for the Tribe

E.3. Submissions/Copies

- E.3.1. Supplier is to submit two (2) electronic copies of their complete response on TWO (2) separate USBs (one (1) on each USB) which includes scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a USB drive/flash drive/thumb drive.
- E.3.2. Faxed or emailed responses will not be accepted. Original hard copies are not required or preferred. This overrides hard copy submittal requirements of A.2.4. PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4

E.4. Questions

- E.5. All questions regarding this solicitation must be submitted in writing and are to be emailed no later than 3:00 PM CST/CDT on 3/5/20 to the OMES/Central Purchasing Division Buyer via emailed to – Richard.Williams@omes.ok.gov. Questions received after this date may not be answered. If any questions are received, an amendment to this solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, vendors will be notified the amendment is on our website. Any communication regarding this RFP must be sent to the OMES/Central Purchasing Division Buyer listed above. Contacting any other agency personnel may result in your proposal being deemed as non-responsive. Please be sure to reference the RFP number when emailing questions

F. CHECKLIST

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

- F.1.1. ☐ Responding Bidder Information (Form CP-076)
- F.1.2. ☐ Non-Collusion Certification (Form CP-004) ☐ All Amendments Signed (If Applicable)
- F.1.3. ☐ Proof of Liability and Worker's Comp Insurance
- F.1.4. ☐ Section B.4.
- F.1.5. ☐ Vendor Payee Form (If not currently registered with the State of Oklahoma)
- F.1.6. ☐ Answer to questions (E.2.)
- F.1.7. ☐ Section G
- F.1.8. ☐ Mandatory Vendor Registration for Contract Award (Section B.4.) (In Addition to Section A.15.3)

G. OTHER

G.1. Do you plan to submit Quarterly Reports for quarterly payments? (See section C.4.3) _____ YES or
_____ NO

H. PRICE AND COST

H.1. The OSDH has available \$100,000.00. The amount of the individual award will be determined by the number of participants providing a completed valid response to this RFP.



Vendor/Payee Form

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

DO NOT use this form for:

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

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

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

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

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

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

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

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

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

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

U.S. Taxpayer Identification Number (TIN)

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

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

Entity Filing Classification:

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

Type:

☐ Limited Liability Company _____

Type:

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

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

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

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

FOREIGN VENDOR INSTRUCTIONS: * ADDITIONAL DOCUMENTATION IS REQUIRED.

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/iw8.pdf>).

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

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

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

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

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

Signature of Vendor Representative or Individual Payee

Date

Title of individual signing form for company

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

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

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