



1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date<sup>1</sup>:

Time:

CST/~~CDT~~

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

Agency Name:

- U.S. Postal Delivery:
- Carrier Delivery:

6. Solicitation Type (check one below):

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

7. Shipping Location:

8. Contracting Officer:

Name:

Phone:

Email:

<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



"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # \_\_\_\_\_

2. Bidder General Information:

FEI / SSN : \_\_\_\_\_ VEN 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

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 a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

\_\_\_\_\_  
Authorized Signature Date

\_\_\_\_\_  
Printed Name Title

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>  
<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: \_\_\_\_\_

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.

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 a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "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.1.5.** "Supplier" 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 any other forms completed as required by the solicitation.
- A.2.2.** Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION 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)", DCS-FORM-CP-004A, 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 legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- 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 is issued, then the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- 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 procuring agency.
- A.3.3.** It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to acquire 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 procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION 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 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 \_\_\_\_\_ located at \_\_\_\_\_  
\_\_\_\_\_ at the time and date specified in the solicitation as the Response Due Date and Time.

## **A.7. Bids Subject to Public Disclosure**

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. 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 Chief Administrative Officer of the requesting agency shall make the final decision as to whether the documentation or information is confidential.

## **A.8. Late Bids**

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

## **A.9. Legal Contract**

- A.9.1.** Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- 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, 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**

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

## **A.13. 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 580:15-4-11.

#### **A.14. Award of Contract**

- A.14.1.** The procuring agency 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 procuring agency to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" ([www.ok.gov/OSF/documents/osfvend.pdf](http://www.ok.gov/OSF/documents/osfvend.pdf)). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN ([www.irs.gov/pub/irs-pdf/fw8ben.pdf](http://www.irs.gov/pub/irs-pdf/fw8ben.pdf)). Failure to do so may delay contract award.

#### **A.15. Contract Modification**

- A.15.1.** The Contract is issued under the authority of the procuring agency who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the procuring agency approving official.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, 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.16. Delivery, Inspection and Acceptance**

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(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.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

#### **A.17. Invoicing and Payment**

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

#### **A.18. Tax Exemption**

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

#### **A.19. Audit and Records Clause**

- A.19.1.** 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.19.2.** The successful bidder(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 three 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 three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

## **A.20. 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.21. 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.22. 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.23. Termination for Cause**

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2.** 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 procuring agency determines that an administrative error occurred prior to Contract performance.
- A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

## **A.24. Termination for Convenience**

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the procuring agency determines that termination is in the State's best interest. The procuring agency 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 procuring agency.
- A.24.2.** 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.25. Insurance**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including worker's compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

## **A.26. 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.27. 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) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

## **A.28. 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.29. 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**

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

**B.1.** The CATC program requests bids for the purpose of providing the following:

**B.1.1.** Four (4) two-day trainings on Law Enforcement's Role *in* Investigating Child Abuse and Neglect Cases.

The trainings will be held during the period Date of Award through June 30, 2013. Specific length, locations, date and *times* will be determined by collaboration between the Contractor and the CATC Program.

**B.2.** The trainings will focus on:

**B.2.1.** Facilitating skill building in law enforcement's duties and responsibilities in investigating child abuse and neglect cases

**B.2.2.** Law enforcement will develop skills in joint investigations with child welfare workers

**B.2.3.** Provide recent best practice in the field of joint investigation of child abuse and neglect

**B.3.** **Contract Period**

Contract shall begin Date of Award through June 30, 2013. Specific length, locations, date and times will be determined by collaboration between the Contractor and the CATC Program.

**B.4.** **Access to Records Requirements:**

The Contractor agrees to maintain required records and supporting documentation, for validation of costs billed to the OSDH for seven (7) years from the ending date of the contract. The Contractor also agrees to allow the State Auditor's Office, GAO, the Oklahoma Department of Central Services, the OSDH, or their authorized representatives access to the records, books, documents, accounting procedures, practices or any items of the service provider relevant to this contract for purpose of audit and examination. The Contractor further agrees to assure appropriate access by the aforementioned parties to any subcontractor's associated records.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues, which arise from it, or until the end of the regular seven-year period, whichever is later.

The OSDH may routinely request supporting documentation to validate vendor payments.

**B.5.** **Assignment and Delegation:**

If the Contractor cannot perform the services as identified in this contract, in whole or in part, the Contractor will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. The Access to Record clause as stated

above shall be included in any subcontract. The Contractor 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 Contractor of any responsibility for performance under this contract.

**B.6. Cancellation Clause:**

This contract shall be in force until the expiration date, or until 30 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. 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. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

**B.7. Contact Persons:**

For the purposes of this contract, all contacts with the Contractor shall be directed to its representative: \_\_\_\_\_ at telephone number: \_\_\_\_\_.

For purposes of this contract, all contacts with the OSDH shall be directed to its representative Lisa Williams at telephone number (405) 271-9444, extension 56722.

**B.8. Contract Monitoring Plan:**

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

All communications related to this contract will be between the Contractor's Contact Person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract is:

Lisa Williams  
Family Support and Prevention Service  
Child Abuse Training and Coordination Program  
1000 N.E. 10th Street  
Oklahoma City, OK 73117-1299  
(405)271-9444, extension 56722  
[lisaw@health.ok.gov](mailto:lisaw@health.ok.gov)

**B.9. Contractor Relationship:**

In accordance with the Office of Management and Budget (OMB) Circular A-133, the relationship between the OSDH and the Contractor for this contract is that of a Vendor.

**B.10. Contractor's Relation to the OSDH:**

The Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the OSDH. Neither the Contractor 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.

**B.11. Entire Agreement:**

This contract, including referenced attachments, represents all 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.12. Event of Default:**

In the event the Contractor 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 Contractor or may by written notice of default to the Contractor, 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 Contractor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma Department of Central Services, Central Purchasing Division. This clause provides an exception to standard cancellation clause of thirty (30) days notice.

**B.13. Failure to Comply Statement:**

The Contractor shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Contractor agrees that should it be in noncompliance, the contract may be suspended or canceled in part or in whole. Compliance with the requirements shall be the responsibility of the Contractor, without reliance on or direction by the OSDH.

**B.14. Invoicing:**

A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered and include the following items:

- B.14.1.** name, address and FEI number of the Contractor,
- B.14.2.** invoice date,
- B.14.3.** period covered by invoice,
- B.14.4.** purchase order number,
- B.14.5.** any other data, reports, information or documentation required by other conditions of the contract,
- B.14.6.** detail of the services provided and be in accordance with the terms and conditions of this agreement,

The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH  
Child Abuse Training and Coordination Program/Lisa Williams  
Law Enforcement's Role in Investigating Child Abuse and Neglect Cases.  
1000 NE 10<sup>TH</sup> Street  
Oklahoma City, Oklahoma 73117-1299

The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Contractor. The OSDH may withhold or delay payment to any Contractor failing to provide required programmatic documentation and/or requested financial documentation. The Contractor assures that all costs billed will be supported by documentation that will include, but not limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization (See "Contractor Relationship" section of this Contract). The Contractor further assures that all billings will be based on actual costs incurred and paid.

If the Contractor 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 Contractor, the Contractor 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 Contractor.

**B.15. 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.16. Non-Collusion Certification:**

The Contractor will complete and return the attached non-collusion certification, DCS Form 004 (8/2009).

**B.17. Procurement Integrity:**

The Contractor 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 Contractor or its employees.

**B.18. Statement of Responsibility and Liability:**

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, Title 51, O.S., 2001, §§151 et seq.

The Contractor 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.

The Contractor agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Contractor 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 several liability.

**B.19. Tobacco Free Policy:**

To the extent allowed by Oklahoma law, the Contractor providing services to the public on behalf of OSDH shall follow the OSDH tobacco-free policy in the performance of services for OSDH. (See Attachment A.)

**B.20. Travel and Related Expenses:**

All travel expenses incurred by the Contractor that are associated with the execution of this contract shall be included in the fee payable to the Contractor.

**B.21. Unavailability of Funding:**

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 Contractor by certified mail. The OSDH shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction shall be specified in the notice. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. In the event this contract is cancelled under this section, Contractor agrees to take all reasonable steps to minimize termination costs. The OSDH agrees to reimburse Contractor 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. This clause provides exception to the amendment clause and the cancellation clause of thirty (30) days notice.

**B.22. Waiver of Breach:**

No failure by the OSDH to enforce any provisions hereof after any event of default by the Contractor 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. Minimum Supplier's Qualifications:**

In order to be eligible to respond to this RFP:

- C.1.1.** The Supplier must be an established professional with expertise in the field of law enforcement child abuse investigations, or with established expertise in child welfare;
- C.1.2.** The Supplier must provide a curriculum developed on a joint approach to child abuse investigations that includes joint investigative protocols, corroboration of evidence, and child interviewing.
- C.1.3.** The Supplier must have a minimum of three (3) years experience in conducting training programs in the investigation of child abuse, including child sexual abuse.

**C.2. Duties of the Contractor shall be:**

- C.2.1.** The Contractor shall work with the Coordinator of the CATC Program, or designated staff to organize the training programs and determine the dates for each program.
- C.2.2.** The Contractor shall be responsible for all travel arrangements and expenses, including transportation, hotel accommodations, meal, and miscellaneous.
- C.2.3.** The Contractor shall supply a list of audiovisual equipment need for the training to the OSDH Coordinator of the CATC Program, or designated staff two weeks in advance of each training program.
- C.2.4.** The Contractor will provide training materials. Said materials shall be current, thorough and of high quality. The Contractor shall provide said materials to the OSDH Coordinator of the CATC Program, or designated staff two weeks in advance of each training program.

**C.3. Duties of OSDH shall be:**

- C.3.1.** The OSDH shall reimburse the Contractor up to a maximum of \$10,000.00 for the trainings.

**C.3.2.** The OSDH shall provide training facilities and notify the Contractor a minimum of prior to the training program.

**C.3.3.** The OSDH shall provide audio-visual equipment as requested by the Contractor.

**C.3.4.** The OSDH shall provided copies of the Contractor's training materials to training attendees.

#### **D. EVALUATION**

The OSDH Community & Family Health Services, Family Support and Prevention Service, Child Abuse Training and Coordination Program (CATC Program) will assemble a committee to review the proposals. This committee will make recommendations to the OSDH Procurement. The final award will be made in accordance with state procurement rules by the OSDH based on the following evaluation criteria.

##### **D.1. Experience**

Supplier is an established professional with expertise in the field of law enforcement child abuse investigations, or with established expertise in child welfare, with a minimum of three (3) years experience in conducting training programs in the investigation of child abuse, including child sexual abuse.

##### **D.2. Established Training Program**

Established curriculum developed on a joint approach to child abuse investigations that includes joint investigative protocols, corroboration of evidence, and child interviewing.

##### **D.3. Budget Cost Including Fee and Travel**

#### **E. INSTRUCTIONS TO SUPPLIER**

##### **E.1. MANDATORY RFP SUBMISSION REQUIREMENTS:**

The Supplier shall provide a letter, enclosed with the RFP response, outlining the qualifications as identified above and on the evaluation criterion. The letter from the Supplier will contain the following qualifications:

**E.1.1.** Describe the capacity and experience of the Supplier in providing state and national training programs on conducting joint investigations that focus on child sexual abuse for criminal or deprived cases;

**E.1.2.** Provide agendas for proposed programs, and provide presentation objectives to identify the content for each of the trainings; and

**E.1.3.** Provide a budget for honorarium fees. Honorarium fees must include all presentation fees and associated travel expenses.

**NOTE:** This entire document, the successful Supplier's response and the purchase order will become the contract.

##### **E.2. Proposal Instructions**

This entire document and the successful supplier's response will become the contract. To submit a complete bid package, please do the following:

**E.2.1.** Thoroughly review the entire Request for Proposal (RFP).

**E.2.2.** Comply with all instructions on this sheet.

**E.2.3.** Please prepare one original and five (5) copies of your proposal and submit your proposal by the time and date designated by the Oklahoma State Department of Health. All proposals and related documents in response to this RFP are public

records under the Freedom of Information Act and the Oklahoma Open Records Act, regarding public access to such documents. Submission by FAX is not acceptable.

**E.2.4.** Submit to no later than 3:00PM January 29, 2013:

Oklahoma State Department of Health  
ATTN: Ruby Sherwan Room 309  
BID # 340000  
1000 NE 10<sup>th</sup> Street  
Oklahoma City, OK 73117

**E.2.5.** Any inquires should be directed to OSDH Procurement, Contracting Officer/Buyer.

**E.2.6.** Do not discuss the RFP prior to award with any state employee with the exception of the designated Contracting Officer unless authorized by OSDH Procurement. All inquiry responses by the State must be in writing to be binding.

**E.2.7.** Proposals will not be considered if any of the following exists:

**E.2.7.1.** Proposal was not submitted by the stated deadline.

**E.2.7.2.** Proposal does not include the entire proposal package.

**E.2.7.3.** Proposal does not comply with all of the requirements of the bid process and solicitation.

**E.3.** Time line for questions: Questions to be submitted Via E-mail to [Rubys@health.ok.gov](mailto:Rubys@health.ok.gov) no later than Close of Business(COB) January 18, 2013 and will be posted to the website no later than January 23, 2013 in the form of an amendment. The amendment shall be signed and shall be included in the proposal.

## **F. PRICE AND COST**

**F.1.** Maximum dollar amount allotted for all training sessions, through CJAG, shall not exceed \$20,000.00.

1<sup>st</sup> Training \$\_\_\_\_\_.

2<sup>nd</sup> Training \$\_\_\_\_\_.

3<sup>rd</sup> Training \$\_\_\_\_\_.

4<sup>th</sup> Training \$\_\_\_\_\_.

TOTAL \$\_\_\_\_\_.

# OKLAHOMA STATE DEPARTMENT OF HEALTH

## ADMINISTRATIVE PROCEDURES MANUAL

NUMBER: 1-8  
TITLE: Tobacco-Free Policy  
ADOPTED: December 1994  
LAST REVIEWED: September 2011  
RESPONSIBLE SERVICE: Administration  
Approved:

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Terry Cline, Ph. D.  
Commissioner  
*Signature On File*

### Purpose

The purpose of this administrative procedure is to eliminate all tobacco use indoors and outdoors on the premises of all Oklahoma State Department of Health facilities (OSDH) including county health departments, in state vehicles used for OSDH business, and by OSDH personnel providing services in clients' homes.

## II. Use of Tobacco Products

### A. Tobacco Free Environment

1. The use of tobacco products (including, but not limited to, cigarettes, pipes, smokeless tobacco, other tobacco products and electronic cigarettes) is prohibited throughout all indoor and outdoor areas of premises under the control of the OSDH, in all vehicles on those premises, and in state vehicles in use for OSDH business anywhere.
2. This administrative procedure applies to all employees, clients, visitors and others on business at all OSDH premises.
3. The central office and each county health department or other facility will identify the boundaries of its premises, post this information for public reference, and provide notice of this administrative procedure with appropriate signage, including signs at the entrances to the properties and/or other locations as needed.
4. County health departments and other facilities that share a building with other offices will eliminate tobacco use in their offices and from all the indoor and outdoor premises under their control. They will encourage tobacco free policies for all tenants and throughout the entire premises.
5. Tobacco product receptacles will be removed from the premises, including any ash cans near entryways.
6. OSDH employees will not use tobacco products while providing services in clients' homes.
7. To the extent allowed by Oklahoma law, contracts to provide services to the public on behalf of OSDH entered into on or after the effective date of this administrative procedure will require contractors to follow the tobacco free policy of OSDH in performance of services for OSDH.
8. OSDH is committed to providing support to all OSDH employees and other OSDH personnel who wish to stop using tobacco products. OSDH is committed to ensuring that OSDH employees and, to the extent possible, other personnel have access to several types of assistance, including over-the-counter tobacco cessation medications and telephone counseling through the Oklahoma Tobacco Helpline (OTH). Supervisors are encouraged to refer employees and other OSDH personnel to the OTH as appropriate.
9. Violation of this policy by an OSDH employee will be cause for management/supervisor intervention and may result in corrective or disciplinary action in accordance with the OSDH Administrative Procedure 6-16 entitled, "Progressive Discipline," and state personnel rules.



**State of Oklahoma  
Office of State Finance  
Vendor Maintenance**

**Vendor/Payee Form**

Change Existing Address # \_\_\_\_\_   
Additional Address \_\_\_\_\_

The State of Oklahoma requires the following information for all new vendors (payees) before any payments can be made. This information is used to establish you in the State's vendor file. The form must be signed to be valid. This form should not be used to establish Garnishment Vendors or State Employee Vendors.

**AGENCY SECTION**

Agency Name _____		
Contact Name _____		Phone #: _____ Fax#: _____
<b>1099 Reportable Status</b>	<b>Attention Paying Agency:</b> Please check the <b>Add</b> box on the left if payments to this vendor/Payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the <b>Remove</b> box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:	
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney	<input type="checkbox"/> 3 - Prizes & Awards
		<input type="checkbox"/> 10 - Crop Insurance Proceeds
PeopleSoft (Oracle) 10-digit Vendor #: _____		

**VENDOR/PAYEE SECTION (Please print or type this information. Complete and fax to requesting State Agency)**

Company Name (or Individual, or Government Entity) _____	Phone # _____	Fax # _____
Name on IRS Record (if different than above) _____	Phone # _____	Fax # _____
<b>VENDOR/PAYEE TIN/SSN:</b> _____		
<b>Business Address:</b>		
(PO Box or Street, City, State, <b>9-Digit Zip Required</b> ) _____		E-mail Address _____
<b>Optional Address</b> – check as appropriate:		
If different, <input type="checkbox"/> Pricing <input type="checkbox"/> Ordering <input type="checkbox"/> Invoicing <input type="checkbox"/> Remitting <input type="checkbox"/> Returning		Phone # _____ Fax # _____
(PO Box or Street, City, State, <b>9-Digit Zip Required</b> ) _____		E-mail Address _____
Contact Name & Title: _____		
-----		
If different, <input type="checkbox"/> Pricing <input type="checkbox"/> Ordering <input type="checkbox"/> Invoicing <input type="checkbox"/> Remitting <input type="checkbox"/> Returning		Phone # _____ Fax # _____
-----		-----
(PO Box or Street, City, State, <b>9-Digit Zip Required</b> ) _____		E-mail Address _____
Contact Name & Title: _____		
<b>Customer Service Information, if different:</b>		
Phone # _____	Fax # _____	E-mail _____

Vendors/Payees DO NOT fax to numbers below. The form must be returned to the state agency requesting this information. Use OSF\_GARNVEND form for Garnishment Vendors.

State Agency, fax completed and signed form to: OSF, Attention Vendor Maintenance 405-521-3383 or 405-522-0392

<b>OSF/DCS USE ONLY:</b>	Date Posted: _____	By: _____
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**OSF Account Codes for 1099 Reporting - By Category**

<input type="checkbox"/> <b>1 - RENTS</b>	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"/> <b>2 - ROYALTIES</b>	553170 Royalties	<input type="checkbox"/> <b>3 - PRIZES AND AWARDS</b>	552140 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate
<input type="checkbox"/> <b>6 - MEDICAL &amp; HEALTH CARE PAYMENTS</b>		515870	Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Mental Retardation Facilities 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 Indigent (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) 515280 Surveying & 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		
<input type="checkbox"/> <b>7 - NON-EMPLOYEE COMPENSATION</b>		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) 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531390 Payments for Photographing Supplies and Services 533110 Maintenance and Repair of Buildings and Grounds (outside vendors) 533120 Maintenance and Repair- Equipment (outside vendors) 533130 Maintenance and Repair of Telephone Equipment (outside vendors) 533140 Maintenance and Repair of Data Processing Equipment (outside vendors) 533150 Maintenance and Repair of Data Processing Software (outside vendors) 545110 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 552120 Teacher Stipends (“Incentive” payments) 553160 Legal Settlements Reportable to the IRS 554190 Voter Registration Services		
<input type="checkbox"/> <b>14 - GROSS PROCEEDS TO AN ATTORNEY</b>		553180 Settlements – Paid To/Thru Attorney			