



Solicitation #: 3400001265

Solicitation Issue Date: 04/01/2014

**Brief Description of Requirement:**

TRAINING - The Oklahoma State Department of Health (OSDH), Center for the Advancement of Wellness, is currently accepting proposals for a trainer, who is certified by the Institute of Cultural Affairs (U.S.A.) in the Technology of Participation (ToP®) Facilitation Methods curriculum, to provide up to four (4) two days ToP® Facilitation Method Trainings.

Any questions in regards to this Solicitation shall be submitted in writing via e-mail ONLY to: barbaraat@health.ok.gov no later than COB, 04/04/2014. Answers will be sent back electronically via e-mail to ALL potential bidders.

Response Due Date<sup>1</sup>: 04/16/2014

Time: 3:00 PM CST/CDT

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

Agency Name: Oklahoma State Department of Health / ATTN: Barbara A. Traylor, CPO

- U.S. Postal Delivery: 1000 NE 10th Street, Room 309, Oklahoma City, OK 73117
- Carrier Delivery: 1000 NE 10th Street, Room 309, Oklahoma City, OK 73117

**Solicitation Type (type "X" at one below):**

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

1. Shipping Location: n/a

**2. Contracting Officer:**

Name: Barbara A. Traylor  
Phone: 405/271-4043  
Email: barbaraat@health.ok.gov

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

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



State of Oklahoma  
Oklahoma State Department of Health

Responding Bidder Information

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

1. RE: Solicitation # 3400001265

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> (type "X" at one below):

YES – Permit #: \_\_\_\_\_

NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State (type "X" at one below):

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 (type "X" at one below):

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. 2011, § 311 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/faqs.html#c221>



# SOLICITATION REQUEST

 Request for Quote Request for Proposal Request for Bid**Dispatch via Print**

**Department of Health**  
 OKLAHOMA STATE DEPT OF HEALTH  
 SHIPPING & RECEIVING  
 1000 NE 10TH ST  
 OKLAHOMA CITY OK 731171299

|                          |                     |                     |                |
|--------------------------|---------------------|---------------------|----------------|
| <b>Request Quote ID.</b> | <b>Date</b>         | <b>Buyer</b>        | <b>Page</b>    |
| 3400001265               | 04/01/2014          | Barbara Traylor     | 1              |
| <b>Payment Terms</b>     | <b>DateTime</b>     | <b>Quote Open</b>   | <b>Closing</b> |
| 0 Days                   | 04/01/2014 01:15 PM | 04/16/2014 03:00 PM |                |

Requisition Number Reference: Transmittal A004369 ToP Trng

**Ship To:** OKLAHOMA STATE DEPT OF HEALTH  
 SHIPPING & RECEIVING  
 1000 NE 10TH ST  
 OKLAHOMA CITY OK 731171299

**Bill To:** OKLAHOMA STATE DEPT OF HEALTH  
 ACCOUNTS PAYABLE  
 1000 NE 10TH ST  
 OKLAHOMA CITY OK 731171299

**Vendor: NAME**  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

| Line | Cat CD / Item # - Descr                                   | Qty. | UOM | Supplier Responses |           |
|------|---|------|-----|--------------------|-----------|
|      |   |      |     | Unit Cost          | Ext. Cost |
| 1    | 93141808 / 1000004445 SERVICE:Training,train<br>er charge | 1    | A8  |                    |           |

Certified trainer, in the Institute of Cultural Affairs (U.S.A.) Technology of Participation (ToP), to provide up to four (4) two-day ToP Facilitation Method Trainings. All training will take place in the Oklahoma County metro area. Tentative training dates: May 27-28, 2014, May 29-30, 2014, June 10-11, 2014, and June 12-13, 2014.

**Freight Terms:** FOB DEST      **Ship Via:** COMMON

**Lead Time:** \_\_\_\_\_

**Supplier Remarks:**

COMMENTS:

**This is NOT AN ORDER**

All returned quotes and related documents must be identified with our request for quote Number.

**Authorized Signature**



**State of Oklahoma**  
**Oklahoma State Department of Health**

**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.

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 (type "X" at one below):

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

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The 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 download any amendment documents required to complete a solicitation.

### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST

APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

**A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

**A.6. Bid Opening**

Sealed bids shall be opened by the Oklahoma State Department of Health located at Rm.309 1000 NE 10th, Oklahoma City, OK 73117 at the time and date specified in the solicitation as the Response Due Date and

**A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

**A.8. Late Bids**

Bids received by the 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 may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and
  - A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

**A.10. Pricing**

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

#### **A.11. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

#### **A.12. Clarification of Solicitation**

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

#### **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 580:16-7-32.

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

- A.14.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.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 an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

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

- A.15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written 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 seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

**A.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 State Purchasing Director 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 State Purchasing Director determines

that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

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

**A.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) through the Department of Homeland Security and 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**

### **PURPOSE:**

The Oklahoma State Department of Health, hereinafter referred to as the OSDH is soliciting a Request for Proposal (RFP) for a trainer who is certified by the Institute of Cultural Affairs (U.S.A.) in the Technology of Participation (ToP®) Facilitation Methods curriculum.

All terms and conditions herein become the contract between the 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.

### **CONTRACT PERIOD:**

This contract shall begin on the Date of Award and terminate on June 30, 2014. This is a renewable contract for up to two additional one year periods (July 1-June 30), based on the availability of funding, Contractor satisfactory performance and the OSDH's need for training. The contract shall not take effect and no services may be provided until OSDH has in its possession a copy containing original signatures of both parties and a purchase order has been issued.

### **Contract Expense Cap**

The total amount available for the services described in this RFP shall not exceed \$32,000.00. Renewal amounts may or may not be the same amount as the final contract award for the first contract period (Date of Award – June 30, 2014). Final approval of the renewal amounts will be at the sole discretion of the OSDH.

### **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 proposal contract is that of a vendor.

### **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 Management and Enterprise 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.**

### **ADVANCE PAYMENTS PROHIBITED AND PAYMENT SCHEDULE:**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the OSDH.

### **AMENDMENTS, UNAVAILABILITY OR REDIRECTION OF FUNDING AND CANCELLATION:**

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 may also, based on its determination of agency need, increase or reduce contract amounts and send notification of such changes to the Contractor 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 Contractor and the OSDH. 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. With exception of the above, 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. 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. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

**APPLICABLE LAW:**

This contract shall be governed in all respects by the laws of the State of Oklahoma. Jurisdiction and venue for any dispute concerning this contract shall be Oklahoma County, Oklahoma.

**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.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED FOR DEBARMENT, OR DECLARED INELIGIBLE FOR AWARD OF CONTRACTS BY ANY FEDERAL OR STATE AGENCY:**

By signing the contract, the Contractor attests and assures that no employee or any of its principals performing hereunder:

1. are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
2. have within a three year period of this offer, 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 subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
3. have, within a three year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local entity; nor,
4. are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section

**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.

**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.

**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.

**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 Contractor for financial statement purposes, or \$5000.

**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 Oklahoma Office of Enterprise and Management Services, Central Purchasing Division. This clause is an exception to the Cancellation clause.

**EVIDENCE OF INSURABILITY:**

The Contractor 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 Contractor 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 Contractor shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide OSDH Procurement Service with evidence of such insurance and renewals. Such policy shall require thirty days advance notice of cancellation be provided to OSDH Procurement Service.

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

**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.

**FORCE MAJEURE:**

The Contractor 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 Contractor.

**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:

1. name, address and FEI number of the Contractor;
2. invoice date;
3. period covered by invoice;
4. purchase order number;
5. any other data, reports, information or documentation required by other conditions of the contract;
6. detail of the services provided and be in accordance with the terms and conditions of this agreement.

For invoices involving payment for the Contractor'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.

The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH  
Center for the Advancement of Wellness  
Attn: Latricia Morgan  
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 be 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.

**MANDATORY REQUIREMENTS:**

The OSDH has established certain mandatory requirements that must be included in the proposal 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 proposal 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.

**NON-RESPONSIVE PROPOSALS:**

Proposals which do not meet all material requirements of this RFP or which fail to provide all required information, documents or materials may be determined as non-responsive and may not be evaluated. Material requirements of the RFP are those as set forth as mandatory.

**OTHER CERTIFICATIONS:**

The Contractor 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, and the Single Audit Act of 1984; as applicable.

**OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007**

By signing the solicitation, the Proposalder warrants and attests its employees and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State laws and regulations related to the immigration status of employees. The Proposalder shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish copies of the statements with their Proposal. These warranties shall remain in effect through the entire term, including all renewal periods, of the Contract.

All contractors or subcontractors are prohibited by State law from entering into a contract with a public employer for the physical performance of services within this state unless the contractor or subcontractor registers and participates in the Status Verification System to verify information of all new employees.

The Status Verification Service System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (EEV) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**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.

**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 (51 O.S. §§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.

**TRAVEL AND RELATED EXPENSES:**

All travel expenses incurred by the Contractor that are associated with the execution of this contract shall be performed at no cost to the OSDH.

**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**

**OVERVIEW**

OSDH's Center for the Advancement of Wellness (Center) has offered the Technology of Participation (ToP®) Facilitation Methods training in 2012 and 2013 for local grantees and staff who focus on physical activity and nutrition. The Center would like to expand the audience to also include local grantees, staff, and partners who focus on tobacco control and/or wellness. Through this solicitation, the Center would like to secure a certified trainer to facilitate the trainings. The trainer should be a certified MOBIS and/or mentor trainer in the Technology of Participation (ToP®) Facilitation Methods through the Institute of Cultural Affairs (U.S.A.) MOBIS and mentor trainers/facilitators have extensive experience and multiple years in the facilitation profession.

Training in ToP® Facilitation Methods is necessary in order to build capacity and skill levels of local program staff (tobacco control, physical activity/nutrition, and wellness) and staff to work with local and state level groups. This will assist participants in building consensus and synergy among themselves to initiate changes as they move towards creating healthy environments.

The proposed training should concentrate on the Focused Conversation and Consensus Workgroups Methods. ToP® provides structured facilitation methods to help groups think, talk, and work together, therefore, each class size should not exceed 20 participants. However, the maximum number of participants per training session will be dependent upon the trainer's preference regarding participant/facilitator ratio\*.

\*For this contract period, there is an estimated total of 64 participants.

**Goal of the training:**

Provide participants an opportunity to increase their skill level in facilitating exchange of ideas within group settings to come to mutually agreeable outcomes.

**Participant Learning Objectives: After the completion of the training participants will be able to:**

1. Construct questions to encourage open feedback/discussion.
2. Facilitate group consensus.
3. Guide focused conversations to meet group outcome objectives.
4. Apply effective methods for discussing difficult issues.
5. Utilize practical tools right away.

**Target Audience:**

1. Center staff
2. TSET (Tobacco Settlement Endowment Trust) staff
3. Tobacco Control Coordinators and staff
4. Nutrition and Physical Activity Coordinators and staff who have not been trained
5. Health Systems Initiative grantees
6. Coalition members, partners, and other grantees not mentioned

**CONTRACTOR DUTIES:**

1. Skilled, knowledgeable and qualified to perform the duties and tasks necessary to deliver a comprehensive approach to conduct up to four two-day ToP® Facilitation Method Trainings in the state of Oklahoma.
2. Coordinate and implement up to four two-day training courses, Facilitation Conversation Method and the Consensus Workshop Method. All trainings will take place in Oklahoma County metro area. Tentative training dates: May 27-28, 2014, May 29-30, 2014, June 10-11, 2014, and June 12-13, 2014. Dates may be flexible, depending on availability of training locations and trainer's schedule.
3. Finalize training arrangements with designated Center staff.
4. Provide an opportunity for participants to learn and participate in at least two foundational facilitation methods and identify how they can use the two methods in a powerful application of the action planning process.
5. Training outline must include (but not limited to):
  - Demonstration of each method
  - Identification of why each method is done the way it is
  - Time for participants to gain experience utilizing the methods by practicing the facilitation methods
  - Identification of key factors in designing a ToP® consensus workshop
  - Opportunity for participants to design a focused conversation to use in a consensus workshop
  - Opportunity for participants design an action planning process that uses a focused conversation and a consensus workshop
  - Identification of unique factors in facilitations that use the ToP® Methods
6. Provide the training, ToP® Facilitation Manual, any additional materials beyond the manual, and trainer supplies necessary to conduct the training.
7. Bill OSDH for cost per participant. The cost per participant is inclusive of all travel expenses (airfare, car, transportation, hotel, and per diem), all cost for the ToP® Facilitation Manual and supplemental materials, participant certificates, trainer supplies, and trainer fee.
8. Submit a signed invoice for reimbursement of services to OSDH for payment. Sign-in sheets, hard copy(ies) of supplemental handouts, completed training evaluations, and dates of service delivery must accompany the invoice.

### **Duties of the OSDH:**

1. Provide training location. Notify contractor of location a minimum of 2-3 weeks prior to the training.
2. Provide audio visual equipment and other training aids, if needed. Laptop, projector, speakers, flip chart paper, flip chart markers, and name tents/badges.
3. Coordinate the training registration.
4. Provide a participant list five business days prior to the training.
5. Reimburse for services and products delivered.

During the contractor period, the selected vendor is expected to provide technical assistance and consultation for Center staff in addition to the training.

### **Submission Requirements**

Offerors must have demonstrated a minimum of three (3) years' experience in providing training on conducting ToP® Facilitation Methods and Certification.

Including documentation of experience in incorporating tobacco use prevention, nutrition, and/or physical activity topics into ToP® Facilitation Methods trainings; experience in training local program, state and/or regional level staff is recommended.

1. **Certification:** Copy of certification to conduct the Institute of Cultural Affairs (U.S.A.) ToP® Facilitation training. Also, include documentation on the type of certification. For example, MOBIS and/or mentor trainer.
2. **Experience:**
  - a. Resumes of key staff or consultants, and
  - b. Examples of work product should be included:
    - i. Documentation of overview and facilitation of ToP® facilitation methods trainings conducted prior to submitting a response to this solicitation. Please provide in a narrative format, not to exceed two (2) pages.
  - c. Additional key information may be provided to demonstrate experience and expertise in this area. If additional key information is provided, do not exceed two (2) pages for this section. Pages for additional key information is in addition to the examples of work product narrative in section 2.b.
3. **Availability:** Provide a statement regarding availability on the proposed dates. If not available on the dates listed, include proposed alternative dates and a statement on willingness to negotiate dates in order to secure locations. Proposed dates: May 27-28, 2014, May 29-30, 2014, June 10-11, 2014, and June 12-13, 2014.
4. **Budget** - Provide a detailed budget outlining the cost per participant. The cost per participant should be inclusive of all travel expenses (including, but not limited to airfare, car, transportation, hotel and per diem), all cost for participant ToP® Facilitation manuals and supplemental materials, participant certificates, trainer supplies, and trainer fees (includes prep time, correspondence with the Center to confirm logistics, and conducting the training). Also, include the maximum number of participants for each training.

## D. EVALUATION

### PROPOSAL EVALUATION CRITERIA:

This RFP will be evaluated and awarded based on Best Value to the State of Oklahoma. Proposals will be evaluated on the following in order of importance:

1. Certification
2. Experience
3. Availability
4. Budget

## E. INSTRUCTIONS TO SUPPLIER

### **PROPOSAL INSTRUCTIONS:**

In order to assure submission of a complete response to this RFP, please read and follow instructions below:

1. **Prior** to attempting response to RFP, please review the entire RFP.
2. Proposals should be submitted, with the RFP number written on the front of the envelope in accordance with the request for proposal submission instructions.
  - a. Submit the requested information that is listed under the submission requirements section of this document.
  - b. All narratives should be typed on 8.5" x 11" paper and single-spaced and single sided. Pages should be numbered.
  - c. Each copy of the proposal should be stapled or fastened with a binder clip. DO NOT submit the proposal in a report cover, notebook or with strip binding.
  - d. DO NOT include or attach materials that are not specifically requested. Extraneous materials will be removed and not reviewed.
  - e. Prepare one (1) original and three (3) copies of your RFP package. Related documents in response to this RFP are public records under the Freedom of Information Act and Oklahoma Open Records Act regarding public access to such documents.
3. **Submission by FAX is not acceptable.**  
Submit package to:  
Oklahoma State Department of Health  
ATTN: Barbara Traylor  
Procurement Service, Rm. 309  
1000 NE 10<sup>th</sup> Street  
Oklahoma City, Oklahoma 73126
4. Inquiries and/or questions should be directed to OSDH Purchasing, Barbara Traylor, CPO, email: [barbaraat@health.ok.gov](mailto:barbaraat@health.ok.gov). Prior to award, RFP cannot be discussed with any state employee with the exception of the Contracting Officer. Question should be submitted by e-mail not later than COB 04/04/14. Answers will be sent back electronically via e-mail to all prospective bidders.
5. Proposals will be considered ineligible for submission and will not be reviewed if any of the following conditions occur:
  - a. **Proposal was not submitted by the stated deadline (date and time).**
  - b. **Proposal does not include the entire and completed RFP proposal package.**

- c. **Proposal does not comply with all of the requirements of the proposal process and solicitation.**
  - d. **Proposal does not meet OSDH purchasing guidelines.**
6. Offerors, by submitting their responses to this RFP, agree to comply with all terms and conditions contained herein.
  7. **Upon award, the RFP document and the Offeror's response will become a contract between Offeror and the OSDH.**
  8. This RFP is a contract for delivery of services and shall not be considered an employment contract.