



**State of Oklahoma
Oklahoma State Department Of Health
Procurement**

Solicitation

Solicitation #: 340001429

Solicitation Issue Date: 04/20/2016

This Request for Proposal (RFP) is for services to provide joint agency quality improvement training for the members of the five Quality Improvement (QI) Workgroups: Immunizations, Diabetes/Hypertension, Tobacco Use, Prescription Drug Abuse (PDA), and Obesity
 Questions: Due No Later than 04/27/16 at 3 pm CDT via e-mail.
 Closing Date 05/6/2016 3 pm CDT

Response Due Date¹: May 6, 2016

Time 3:00 CDT

Issued By and RETURN SEALED BID TO²:

Agency Name: Oklahoma State Department of Health

- U.S. Postal Delivery: 1000 NE 10th St.; Oklahoma City, OK 73117
- Carrier Delivery: 1000 NE 10th St.; Room 306 Oklahoma City, OK 73117

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

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

1. Shipping Location: 1000 NE 10th St.; Oklahoma City, OK 73117

2. Contracting Officer:

Name: Ruby Sherwan
 Phone: 405-271-4043
 Email: rubys@health.ok.gov

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

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



State of Oklahoma
Oklahoma State Department Of Health **Responding Bidder Information**
Procurement

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

1. **RE: Solicitation #** 340001429

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 Permit³** (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 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.)⁴

Authorized Signature	Date
Printed Name	Title

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/fagbussales.html>

⁴ For frequently asked questions concerning workers’ compensation insurance, see <http://www.ok.gov/oid/fags.html#c221>



**State of Oklahoma
Oklahoma State Department Of Health
Procurement**

**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 #: 340001429

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any state agency or political subdivision employee as to create a sole source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O.S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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 1000 NE 10th St.;
At Oklahoma City, OK
At The Time And Date Specified In The Solicitation As The Response Due Date And Time.

A.7. Open Bid / Open Record

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

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

A.8. Late Bids

Bids received by the 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 Equivalent

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 260:1115-7-32.

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.

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.



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

Request Quote ID.	Date	Buyer	Page
3400001429	04/20/2016	Ruby Sherwan	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	04/20/2016 02:47 PM	05/06/2016 03:00 AM	

Requisition Number Reference: A004912 QUALITY IMPROVE TRAIN

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

Supplier: NAME _____
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	86101609 / 1000004261 SERVICE:Industry Training	1	EA		

The purpose of this RFP is to retain the services of a qualified organization(s) or individual(s) with the capacity, tools and process to design, implement, and execute basic quality improvement training using proven quality improvement tools and processes for the following public health audiences:

- 1.) Senior Leadership and management(including executive, chief director and administrative levels);
- 2.) State Public Health Agency staff; and
- 3.) County Public Health Agency staff

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

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B. SPECIAL PROVISIONS

This Request for Proposal (RFP) is for services to provide joint agency quality improvement training for the members of the five Quality Improvement (QI) Workgroups: Immunizations, Diabetes/Hypertension, Tobacco Use, Prescription Drug Abuse (PDA), and Obesity.

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

B.1. 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.2. ACCESS TO RECORDS REQUIREMENTS:

The Contractor agrees to comply with all record retention requirements of 2 CFR § 200.333 - §200.337. 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.

B.3. ADVANCE PAYMENTS PROHIBITED:

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

B.4. AMENDMENTS, UNAVAILABILITY OR REDIRECTION OF FUNDING AND CANCELLATION:

This contract may be terminated, in whole or in part, if the Contractor fails to comply with the terms and conditions of the contract or for other cause. In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the 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 and to comply with the requirements in 2 CFR §200.343 and 200.344. . 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.

B.5. 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

B.6. 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 Records 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.7. 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:

- B.7.1.** are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- B.7.2.** have, within a three year period preceding 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;
- B.7.3.** 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,
- B.7.4.** are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

B.8. CONTRACT MONITORING PLAN:

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

B.9. 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.10. ENTIRE AGREEMENT:

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

B.11. EQUIPMENT AND OTHER PURCHASES:

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

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

B.13. 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 the OSDH Purchasing Division with evidence of such insurance and renewals. Such

policy shall require thirty days advance notice of cancellation be provided to the OSDH Purchasing Division.

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.

B.14. 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 OSDH may impose additional conditions as provided in 2 CFR §200.207; or, as provided in 2 CFR § 200.338, temporarily hold cash payments pending correction of the deficiency, disallow all or part of the cost of the activity or action not in compliance, suspend or terminate the contract in part or in whole, withhold further awards for the project or program, or take other remedies legally available. Compliance with the requirements shall be the responsibility of the Contractor, without reliance on or direction by the OSDH.

B.15. 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

B.16. 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.16.1.** name, address and FEI number of the Contractor;
- B.16.2.** invoice date;
- B.16.3.** period covered by invoice;
- B.16.4.** purchase order number;
- B.16.5.** any other data, reports, information or documentation required by other conditions of the contract;
- B.16.6.** 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
Office of Performance Management
ATTN:
1000 NE 10TH 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.

B.17. 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.18. 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

B.19. OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007:

By signing the contract, the Contractor 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 Contractor shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish copies of the statements with their contract. 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

B.20. 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; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act; 41 U.S.C. 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708); the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; mandatory standards and policies relating to energy efficiency as outlined in the State of Oklahoma's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201); 2 CFR 200.112; 2 CFR § 200.322 (Procurement of Recovered Materials); and, the Single Audit Act of 1984; as applicable.

B.21. PRIVACY CLAUSE:

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

B.22. 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.23. 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.

B.24. TOBACCO FREE POLICY:

Contractor, while performing the duties under this contract shall comply with the smoke free requirements on state property pursuant to 21 O.S. § 1247. For other tobacco products, including e-cigarettes, use of such products is prohibited pursuant to the Governor’s Executive Orders 2012-01 and 2013-43.(G.1.)

B.25. 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.

B.26. 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

This Request for Proposal (RFP) is for services to provide joint agency quality improvement training for the members of the five Quality Improvement (QI) Workgroups: Immunizations, Diabetes/Hypertension, Tobacco Use, Prescription Drug Abuse (PDA), and Obesity.

C.1. GENERAL PURPOSE

The purpose of this RFP is to retain the services of a qualified organization(s) or individual(s) with the capacity, tools and process to design, implement, and execute basic quality improvement training using proven quality improvement tools and processes for the following public health audiences:

- 1.) Senior Leadership and management(including executive, chief director and administrative levels);
- 2.) State Public Health Agency staff; and
- 3.) County Public Health Agency staff.

C.2. CONTRACT PERIOD

This contract shall begin on Date of Award and terminate on August 31, 2016. This contract shall not take effect and no services may be provided until the OSDH has in its possession a copy containing original signatures of both parties and a purchase order has been issued. No services shall be provided prior to the effective date

C.3. CONTRACT EXPENSE CAP:

The maximum total of this contract is \$26,830.00, which will be paid when the last deliverable is received by the OSDH. (See Section H)

C.4. Federal Award Information:

Award Name: Preventive Health Services
Award Year: FFY2015
CFDA Number: 93.991
CFDA Name: Preventive Health and Health Services Block Grant
Federal Awarding Agency: CDC Office for State, Tribal, Local, and Territorial Support

C.5. MANDATORY REQUIREMENT(S):

In order to meet the General Purpose of this RFP (C.1.), offerors must have at least five (5) years' experience with facilitating, training, and directing staff, leadership and quality improvement collaborative teams of public health agencies and in utilizing quality improvement tools and techniques to achieve organizational missions, strategically plan and improve health outcomes.

C.6. PROPOSAL SUBMISSION REQUIREMENTS:

C.6.1. LOCATION AND NUMBER OF PARTICIPANTS

C.6.1.1. Trainings for the joint agency strategic team will take place in the Oklahoma City metropolitan area.

C.6.1.2. The number of participants will be between 15-30 each class

C.6.2. SUBJECT MATTER OF THE TRAININGS

C.6.2.1. Day One

C.6.2.1.1. Introductions and overview of quality improvement projects

C.6.2.1.2. Determining and prioritizing quality improvement topic areas.

C.6.2.2. Day Two

C.6.2.2.1. Quality Improvement Management

C.6.2.2.2. Quality Improvement evaluation

C.6.2.2.3. Training and provisions of Learning Environment on tools and processes to increase quality improvement culture and capacity.

C.6.3. PROJECT WORK PLAN

C.6.3.1. Tentative Schedule for all activities to be completed no later than August 31, 2016.

C.6.3.2. Describe Organization's capability to provide the following:

C.6.3.2.1. Virtual/phone pre-meeting sessions (include times available and number of anticipated sessions).

C.6.3.2.2. Facilitation of meetings (include dates available).

C.6.3.2.3. Follow-up consultations (include times available and number of anticipated consultations)

C.6.3.3. Provide a detailed syllabus with detailed description of subject matter to be covers in the two-day trainings to include but not limited to:

C.6.3.3.1. Introduction and overview of recommended quality improvement projects.

C.6.3.3.2. Determine and prioritize quality improvement topic areas.

C.6.3.3.3. Quality Improvement Management.

C.6.3.3.4. Quality Improvement Evaluation.

C.6.3.3.5. Training and Provisions of Learning Environment on tools and processes to increase quality improvement culture and capacity.

C.6.3.4. Evaluation Report Plan

Provide a complete evaluation report with-in forty-five (45) days after the last training or August 31, 2016, whichever comes first. Describe

the methods, in detail, you plan to use in evaluating the training. The report should include but no limited to:

- C.6.3.4.1. Measurable results of the trainings.
- C.6.3.4.2. Success of the training.
- C.6.3.4.3. Lessons were learned..
- C.6.3.4.4. Future quality improvement capacity and growth recommendations.

C.7. ORGANIZATION AND EXPERIENCE

C.7.1. Organization

Provide and Cover/Executive Summary Letter on Company Letterhead, signed by a representative authorized to legally bind the company in a contractual relationship. The letter should include but not limited to:

- C.7.1.1.** Principals that will be involved with this project.
- C.7.1.2.** Size (number of employees)
- C.7.1.3.** Location
- C.7.1.4.** Organization Type
- C.7.1.5.** Years in existence
- C.7.1.6.** Any and all exceptions to the terms and conditions of this RFP or a statement acknowledging there are no exceptions to disclose.
- C.7.1.7.** Any litigation or pending litigations over the past five(5) years or a statement there is No litigations history to disclose.
- C.7.1.8.** Do **not** include cost information in the Cover/Executive Summary Letter.

C.7.2. Experience

Documentation of experience in preparing, leading. and facilitating quality improvement training with public health agency staff and teams, should include but not limited to:

- C.7.2.1.** Resumes of Key staff or consultants.
- C.7.2.2.** Provide 2 or more letters of reference from work with other organizations,(see C.5.). Letters of reference should include contact name and phone numbers.
- C.7.2.3.** Examples of work should be included:
 - C.7.2.3.1. Documentation of overview and facilitation of quality improvement trainings along with results of the project conducted after the training
 - C.7.2.3.2. Additional Key information may be provide to demonstrate experience and expertise in this area.

C.8. BUDGET

Provide a detailed budget outlining cost for entire project. One payment will be made at the end of the project when the last deliverable, the Evaluation report, is received by the OSDH.

C.9. CONTRACTOR DUTIES

- C.9.1.** Review all appropriate background on the Oklahoma Public Health Care System as provide by the OSDH
- C.9.2.** Review the general quality improvement training process with the OSDH and Key staff to outline the activities required, including but not limited to:

- C.9.2.1.** Participation of appropriate participants for each targeted segment.
 - C.9.2.2.** Selection of appropriate structure for training process and sessions.
 - C.9.2.3.** Materials to provide participants during trainings.
 - C.9.2.4.** Participation in facility and audio visual preferences.
- C.9.3.** Plan and conduct a minimum of two (2) training session for targeted audiences including joint agency leadership/management, and county health department staff as reference above under C.6.3. Project Work Plan, including but not limited to:
- C.9.3.1.** Preparation and provision of curriculum and materials to be used during the facilitation of the training sessions
 - C.9.3.2.** Training and provision of the learning environment on the tools and processes to increase quality improvement culture and capacity
- C.9.4.** Training and technical assistance shall be provided to the OSDH and key management/leadership through tools and processes to achieve the following outcomes:
- C.9.4.1.** Consensus among targeted audiences on the importance of quality improvement and performance management
 - C.9.4.2.** Strengthened commitment and enthusiasm of key leaders and stakeholders to implement quality improvement into health improvement planning, accreditation processes and culture
- C.9.5.** Provide consultation and technical assistance throughout the process.
- C.9.6.** Provide complete evaluation report within forty-five (45) days after the last training or August 31,2016, whichever comes first. This report should include:
- C.9.6.1.** Measurable results,
 - C.9.6.2.** Successes,
 - C.9.6.3.** Lessons learned in relation to the items described above, and
 - C.9.6.4.** Recommendations for future quality improvement capacity and growth.

C.10. DUTIES OF THE OSDH

- C.10.1.** Provide background information to the Contractor about the Oklahoma Public Healthcare System and the collaborative process.
- C.10.2.** Work directly with the Contractor to establish the trainings including but not limited to:
- C.10.2.1.** Provide meeting facility, staff consultation, and necessary audio visual equipment for Contractor to successfully facilitate the training sessions.
 - C.10.2.2.** Provide key agency personnel to meet with the Contractor as needed for the following:
 - C.10.2.2.1. Establishment of Curriculum
 - C.10.2.2.2. Information flow
 - C.10.2.2.3. Exchange of ideas
 - C.10.2.2.4. Channels of communication
 - C.10.2.2.5. Planning and implementation
 - C.10.2.2.6. Ensure the final report includes what staff would like included about lessons learned and next steps.

D. EVALUATION

D.1. PROPOSAL EVALUATION PROCESS

The OSDH will assemble a review committee to evaluate the proposal. The committee will make the recommendations to the OSDH Procurement Office. The final award will be made in accordance with Central Purchasing Act and rules in accordance with Oklahoma Statue Title 74, Section 85 by the OSDH Purchasing Office based on the following criteria.

D.2. PROPOSAL EVALUATION CRITERIA

This RFP will be evaluated and awarded based on Best Value to the State of Oklahoma . Proposal will be evaluated on the following:

D.2.1. Work Plan

D.2.2. Experience

D.2.3. Budget

E. INSTRUCTIONS TO BIDDER

E.1. PROPOSAL INSTRUCTIONS

This entire document and the successful supplier's response will become the contract. In order to assure submission of a complete response to the RFP, Please read and follow Instructions below:

E.2. Thoroughly review the entire Request for Proposal (RFP).

E.3. Comply with all instructions on this sheet.

E.4. The Proposal should contain the following:

E.4.1. PROJECT WORK PLAN

The Work Plan should include preparation for a minimum of two (2) seven-hour, in-person trainings for joint agencies, including but not limited to: Oklahoma State Department of Health(OSDH) and Oklahoma Health Care Authority (OHCA), quality improvement leadership project team between Date of Award and August 31, 2016. The plan should include but not limited to:

E.4.1.1. Tentative Schedule for all activities to be completed no later than August 31, 2016.

E.4.1.2. Describe Organization's capability to provide the following::

E.4.1.2.1. Virtual/phone pre-meeting sessions (include times available and number of anticipated sessions).

E.4.1.2.2. Facilitation of meetings (include dates available).

E.4.1.2.3. Follow-up consultations (include times available and number of anticipated consultations)

E.4.1.3. Provide a detailed syllabus with detailed description of subject matter to be covers in the two-day trainings to include but not limited to:

E.4.1.3.1. Introduction and overview of recommended quality improvement projects.

E.4.1.3.2. Determining and prioritizing quality improvement topic areas.

E.4.1.3.3. Quality Improvement Management.

E.4.1.3.4. Quality Improvement Evaluation.

- E.4.1.3.5. Training and Provisions of Learning Environment on tools and processes to increase quality improvement culture and capacity.

E.4.2. EVALUATION REPORT PLAN

Provide a complete evaluation report with-in forty-five (45) days after the last training or August 31, 2016, whichever comes first. Describe the methods, in detail, you plan to use in evaluating the training. The report should include but no limited to:

- E.4.2.1. Measurable results of the trainings.
- E.4.2.2. Success of the training.
- E.4.2.3. Lessons were learned.
- E.4.2.4. Future quality improvement capacity and growth recommendations.

E.4.3. ORGANIZATION AND EXPERIENCE

E.4.3.1. Organization

Provide and Cover/Executive Summary Letter on Company Letterhead, signed by a representative authorized to legally bind the company in a contractual relationship. The letter should include but not limited to:

- E.4.3.1.1. Principals that will be involved with this project.
- E.4.3.1.2. Size (number of employees)
- E.4.3.1.3. Location
- E.4.3.1.4. Organization Type
- E.4.3.1.5. Years in existence
- E.4.3.1.6. Any and all exceptions to the terms and conditions of this RFP or a statement acknowledging there are no exceptions to disclose.
- E.4.3.1.7. Any litigation or pending litigations over the past five(5) years or a statement there is No litigations history to disclose.
- E.4.3.1.8. Do **not** include cost information in the Cover/Executive Summary Letter.

E.4.3.2. Experience

Documentation of experience in preparing, leading, and facilitating quality improvement training with public health agency staff and teams, should include but not limited to:

- E.4.3.2.1. Resumes of key staff or consultants.
- E.4.3.2.2. Provide 2 or more letters of reference from work with other organizations (see C.5) preferably from the public health field. Letters of reference should include contact name and phone numbers
- E.4.3.2.3. Examples of work should be included:
 - E.4.3.2.3.1. Documentation of overview and facilitation of quality improvement trainings along with results of the project conducted after the training
 - E.4.3.2.3.2. Additional Key information may be provide to demonstrate experience and expertise in this area.

E.4.4. BUDGET

Provide a detailed budget outlining cost for entire project. One payment will be made at the end of the project when the last deliverable, the Evaluation report, is received by the OSDH.

E.5. Submit a response to this RFP in the form of a "Proposal Package." This package shall contain your response to the proposal submission requirements and all required supporting information and documents in typewritten form and in a non-bound 8 ½" X 11" double spaced loose-leaf format.

E.5.1. The "Proposal Package" shall be in the following order:

E.5.1.1. State of Oklahoma Solicitation Request,

E.5.1.2. Solicitation Specification

E.5.1.3. and all bid submission requirement responses of the RFP document.

E.6. Please prepare one original and five 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.7. Proposals will not be considered if any of the following exists:

E.7.1. Proposal was not submitted by the stated deadline.

E.7.2. Proposal does not include the entire proposal package.

E.7.3. Proposal does not comply with all of the requirements of the bid process and solicitation

E.8. Mandatory Vendor Registration prior to award:

[HTTPS://WWW.OK.GOV/DCS/CENTRAL_PURCHASING/VENDOR_REGISTRATION/INDEX.HTML](https://www.ok.gov/dcs/central_purchasing/vendor_registration/index.html)

JANUARY 1ST, 2011 acquisitions issued by agencies under the authority of TITLE 74 require vendors to register with Central Purchasing **prior to award**. Vendors will not be required to register to *submit a bid response* but will be required to register prior to being awarded a contact *and* prior to each renewal of an award.

The intent in this activity is to increase competition for state business and position the state to take full advantage of the electronic commerce capabilities available within PEOPLESOFT. All registered vendors will be given log-in access to PEOPLESOFT as an additional benefit of registration. Although vendors will only be able to view information within PEOPLESOFT that is specific to their company, they will be able *and required* to maintain contact information for their organization. Vendors maintaining their own contact information will eliminate the potential for data entry errors and will eventually eliminate the need to verify receipt notifications. More importantly, by virtue of a vendor's presence within PEOPLESOFT, they will be notified electronically of business within their category of interest.

The registration process with Central Purchasing will also provide the added benefit of checking vendor records and verifying good standing with or an exemption from the Secretary of State.

If there are questions regarding this guidance please send questions to:

E.8.1. Please check [Frequently Asked Questions](#) first.

- E.8.2.** For Online Vendor Registration Technical Support (problems with login, payment, etc) -Email: [OK.gov Help Desk](mailto:OK.gov.Help.Desk@ok.gov) or Phone: 405-524-3468.
- E.8.3.** For questions regarding Vendor Registration, State Vendor File Information or PeopleSoft E-Supplier User ID and Password, please contact the Office of Management and Enterprise Services (OMES) Service Desk at Phone: (405) 521-2444 or 1-866-521-2444 or by Email: helpdesk@omes.ok.gov.
- E.8.4.** For questions regarding Solicitations or Bidding, please contact the State buyer listed on the Solicitation Event.
- E.8.5.** For questions regarding Purchase Orders, Payments and Shipments, please contact the state agency directly.

F. CHECKLIST

- F.1.** State of Oklahoma Solicitation Request (Pages 1-3)
- F.2.** Solicitation Specification (Section C)
- F.3.** Vendor Payee Form
- F.4.** Proposed Budget (Section H)
- F.5.** Mandatory Vendor Registration prior to award

G. OTHER

- G.1.** Tobacco Free Policy (G.1.)
- G.2.** Vendor Payee Form (G.2.)
- G.3.** Budget form (Section H.1.)

H. PRICE AND COST

The maximum total of this contract is \$26,830.00. One payment will be made to the Contractor upon receipt of the final deliverable, the Evaluation report, due 45 days after the last training or August 31, 2016 whichever comes first.

H.1. BUDGET FORM



Vendor/Payee Form

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

DO NOT use this form for:

- **Garnishment Payees:** Use OMES Form OSF_GARNVEND located at: http://www.ok.gov/OSF/documents/osf_garnvend.pdf.
- **State Employees:** Use OMES FORM ADD/CHANGES FOR EMPLOYEES/BOARD MEMBERS located at: <http://www.ok.gov/OSF/documents/OMESVendorFileChanges.pdf>
- **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency **MUST** first register online with the state unless exempt per statute. For additional information, please refer to Central Purchasing Vendor Registration located at: http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html.

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

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

Agency Name		Contact Name	
Phone #		Fax #	
Agency Request To – Please select all applicable request types			
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID	_____
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address #	_____ PeopleSoft Location # _____
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____
<input type="checkbox"/> Other	Explain _____		
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add 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 Remove 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"/> 3 - Prizes & Awards
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney		

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

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

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.							
Name		Contact Name					
Payee Legal Name for Business, Individual or Government Entity as filed with IRS		Contact Title					
DBA Name		Phone #					
Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name		Fax #					
Tax Identification Number (TIN) and Type:		<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)					
Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service							
Address			City				
State	Zip+4	Remittance Email					
Optional Addresses – Please select address type as applicable							
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:	
Address 1			City				
State	Zip+4	Remittance Email					
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.							
Name			Title			Email	

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

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1 – RENTS (cont.) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 533170 Royalties	<input type="checkbox"/> 3 - PRIZES AND AWARDS 552140 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553220 Indemnities, Restitution & Settlements
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Legal Settlements Reportable to the IRS 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		

H.1.

**OKLAHOMA STATE DEPARTMENT OF HEALTH
CONTRACT BUDGET FORM**

Contractor: _____

Date: _____

Contractor Contact: _____

Phone: _____

Contractor Address: _____

Dollar Amount: \$ _____

Summary Budget Request:

Deliverable 1		
Total		

Narrative/Detail Budget Request: detail explanation of expenses

	\$
Deliverable Total	



Mary Fallin
Governor

FILED

FEB 06 2012

OKLAHOMA SECRETARY
OF STATE

EXECUTIVE DEPARTMENT

EXECUTIVE ORDER 2012-01

I, Mary Fallin, Governor of the State of Oklahoma, by the authority vested in me pursuant to Sections 1 and 2 of Article VI of the Oklahoma Constitution, hereby direct and order as follows:

Title 63 of the Oklahoma Statutes, Section 1-1523 prohibits smoking in all public places, in any indoor workplace, and all vehicles owned by the State of Oklahoma and all of its agencies and instrumentalities.

The Oklahoma Legislature, at 63 O.S. § 1-1515 (B), has found that breathing secondhand smoke causes disease, including lung cancer in healthy non-smokers; breathing secondhand smoke causes respiratory infection, decreased respiratory function, bronchoconstriction and bronchospasm. The population at most risk are the elderly, children, people with cardiovascular disease, and people with impaired respirator function, asthmatics, and those with obstructive airway disease.

The U.S. Surgeon General has issued a report stating that there is no risk-free level of exposure to secondhand smoke, which has immediate adverse effects on the cardiovascular system and causes coronary heart disease and lung cancer.

The United State Department of Health and Human Services, Centers for Disease Control and Prevention has found that the use of smokeless tobacco is known to be a cause of cancer and increases the risk of developing cancer of the oral cavity; the use of smokeless tobacco is associated with leukoplakia, gum disease and tooth decay; and the use of smokeless tobacco during pregnancy increases the risk of preeclampsia, premature birth and low birth weight.

The use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

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The Executive Order shall be distributed to all members of the Governor's Executive Cabinet and the chief executives of all state agencies, who shall cause the provisions of this order to be implemented by all appropriate officials and agencies of state government. Implementation shall be achieved no later than six (6) months from the date of this order. The Oklahoma State Department of Health ("OSDH") and Tobacco Settlement Endowment Trust ("TSET") will provide assistance to state agencies for implementing this order.

IN WITNESS WHEREOF, I have set my hand and caused the Great Seal of the State of Oklahoma to be affixed at Oklahoma City, Oklahoma, this 6th day of February, 2012.

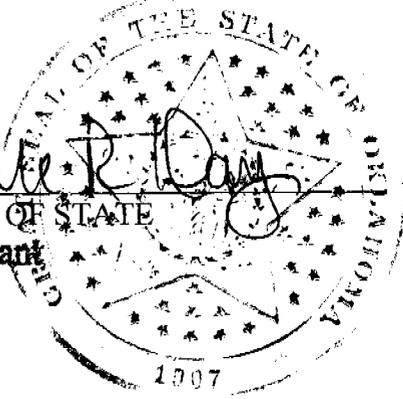
BY THE GOVERNOR OF THE STATE OF OKLAHOMA

Mary Fallin

MARY FALLIN

ATTEST:

Michelle R. Day

SECRETARY OF STATE
Assistant
The Great Seal of the State of Oklahoma is circular, featuring a five-pointed star in the center. The star is surrounded by a wreath. The outer ring of the seal contains the text "GREAT SEAL OF THE STATE OF OKLAHOMA" at the top and "1907" at the bottom.



Mary Fallin
Governor

FILED

DEC 23 2013

OKLAHOMA SECRETARY
OF STATE

**EXECUTIVE DEPARTMENT
EXECUTIVE ORDER 2013-43**

I, Mary Fallin, Governor of the State of Oklahoma, by the authority vested in me pursuant to Sections 1 and 2 of Article VI of the Oklahoma Constitution, hereby direct and order as follows:

In 2012, I signed Executive Order 2012-01, which prohibited the use of any tobacco product on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma. The goal of this Executive Order was to provide for a healthier work environment, encourage healthier lifestyle choices for state employees and protect visitors to state property.

In the last couple of years, there has been an increase in the use of electronic cigarettes and vaping devices, including use in the work place and public places. While the popularity and use of these products has increased, we still do not know the potential long-term health effects associated with these devices. We do, however, know that the vapor produced from these devices can release chemicals such as nicotine and other tobacco related contaminants, including tobacco-specific nitrosamines and formaldehyde. Because the secondhand vapor contains chemicals, it can impact bystanders.

Additionally, many electronic cigarettes and vaping devices look like traditional cigarettes and emit a vapor that looks like cigarette smoke. The similarity of these products to combustible cigarettes, which are prohibited on state property under Executive Order 2012-01, may create confusion for employees and visitors and present enforcement challenges for state agencies.

On December 17, 2013, Secretary of Health and Human Services Dr. Terry Cline released a Public Health Advisory to consumers and advised using caution when using or considering using these e-cigarette and vaping devices. This is, in part, due to the reality that these devices contain and emit harmful chemicals, are currently unregulated, and pose known and unknown health risks to users and non-users alike.

State and local laws and ordinances have been created to ensure clean indoor air for Oklahoma citizens in most places. The vapor emitted from these devices contains chemicals and toxins that undermine Oklahoma citizens' expectations of clean indoor air. Accordingly, over 100 worksites across Oklahoma have voluntarily prohibited the use of these devices on their property. Another 65 school districts have passed similar polices thereby protecting approximately 150,000 of our children while on school property.

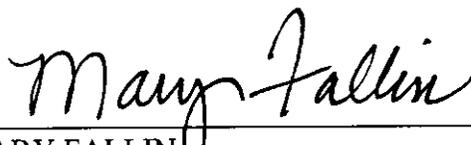
046654

Therefore, the use of any electronic cigarette or vaping device shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma. Provided, however, this Executive Order shall not apply to residents of Veteran's Affairs Residential Facilities while at those facilities.

The Executive Order shall be distributed to all members of the Governor's Executive Cabinet and the chief executives of all state agencies, who shall cause the provisions of this order to be implemented by all appropriate officials and agencies of state government. The Oklahoma State Department of Health ("OSDH") and Tobacco Settlement Endowment Trust ("TSET") will provide assistance to state agencies for implementing this order. The Executive Order shall be effective January 1, 2014.

IN WITNESS WHEREOF, I have set my hand and caused the Great Seal of the State of Oklahoma to be affixed at Oklahoma City, Oklahoma, this 23rd day of December, 2013.

BY THE GOVERNOR OF THE STATE OF OKLAHOMA



MARY FALLIN

