



**State of Oklahoma
Department of Central Services
Central Purchasing**

Solicitation

1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date¹:

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

U.S. Postal Delivery:

Department of Central Services, Central Purchasing
P.O. Box 528803,
Oklahoma City, Oklahoma 73152-8803

6. Solicitation Type (check one below):

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

7. Shipping Location:

8. Contracting Officer:

Name:

Phone: (405)

Email:

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



State of Oklahoma
Department of Central Services
Central Purchasing

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 # _____

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 Permit¹:

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: _____

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

6. Workers' Compensation Insurance Coverage:

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

☐ YES – include a certificate of insurance with the bid

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

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



**State of Oklahoma
Department of Central Services
Central Purchasing**

**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:

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a bidder submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed "Responding Bidder Information", DCS-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2.** Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-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 legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1.** If an "Amendment of Solicitation", DCS-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3.** It is the Bidder's responsibility to check the DCS/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

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

By submitting a response to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

- A.5.1.2.** Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the Department of Central Services, Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Bids Subject to Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Bids

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

A.9. Legal Contract

- A.9.1.** Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

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

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

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

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

A.14. Award of Contract

- A.14.1.** The 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 DCS 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 the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written 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 Central Purchasing Division.

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 years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

A.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.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 Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

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

B.1. Contract Period

- B.1.1.** Contract Period will be Date of Award through June 30, 2013 with an option to renew for one additional year by mutual agreement between the State of Oklahoma and the vendor.

B.2. Public Disclosure

- B.2.1.** Upon signing of the contract by all parties, terms of the contract shall become available to the public.

B.3. Entire Agreement:

- B.3.1.** This Letter of Agreement, including referenced attachments, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

B.4. Assignment and Delegation:

- B.4.1.** Contractor shall not assign or transfer any rights or obligations under this Agreement without prior written consent of the Board.

B.5. Availability of Funding:

- B.5.1.** Notwithstanding any contrary provision of this Agreement, any obligation of the TSET to make any payment(s) hereunder is subject to the availability and continuation of sufficient funds for that purpose. This Agreement may be canceled, and not renewed, without obligation or penalty, should the Board of Investors fail to certify sufficient earnings from the Oklahoma Tobacco Settlement Endowment Trust, or if a reduction in or elimination of any source of funding for the payment(s) required under this Agreement occurs.

B.6. Invoicing:

- B.6.1.** An invoice is Contractor's bill or written request for payment under the contract for services performed. The invoice shall be prepared and submitted to:

Oklahoma Tobacco Settlement Endowment Trust
Tracey Strader, Executive Director
3800 N. Classen Boulevard, Suite 200
Oklahoma City, Oklahoma 73118

- B.6.2.** 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.6.2.1.** name and address
- B.6.2.2.** invoice date
- B.6.2.3.** period covered by invoice
- B.6.2.4.** purchase order number
- B.6.2.5.** number of hours of service provided
- B.6.2.6.** any other data, reports, information or documentation required by other conditions of the contract
- B.6.2.7.** detail of the services provided and be in accordance with the Terms and Conditions of this agreement
- B.6.2.8.** a unique invoice number

- B.6.3.** TSET may withhold or delay payment to any Contractor that fails to provide the required programmatic and/or requested financial documentation.

B.7. Non-Acceptance of Tobacco Funds:

- B.7.1.** Contractor agrees not to accept funding from nor has an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company or any tobacco wholesaler or distributor during the term of this agreement.

B.8. Procurement Integrity:

- B.8.1.** The contractor certifies that it has not entered into this Agreement with this or any other 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.9. Statement of Responsibility and Liability:

- B.9.1.** The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The TSET 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 Governmental Tort Claims Act, Title 51, O.S., 2001 Supp. 2009, §§151 et seq.

B.10. Waiver:

- B.10.1.** No failure by the TSET to enforce any provisions hereof after any event of default by the contractor shall be deemed a waiver of the TSET'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 Agreement.

C. SOLICITATION SPECIFICATIONS

C.1. History

- C.1.1.** The Oklahoma Tobacco Settlement Endowment Trust (TSET) was established through a constitutional amendment approved by Oklahoma voters in November 2000. While most state governments have failed to keep their promise to use tobacco settlement funds for tobacco prevention and other programs to improve health, Oklahomans have created an endowment to assure that funds will be available for these purposes for generations to come. A seven-member appointed Board of Directors is responsible for directing the earnings from the Trust to fund programs to improve the health and well-being of all Oklahomans. An Executive Director is the chief executive officer of TSET and is responsible to the board of directors. The Executive Director is responsible for strategic planning and direction, day-to-day management of the organization, delivery of objectives, board relations, and external relations.

C.2. Purpose

- C.2.1.** This RFP provides interested organizations/consultants with information to enable them to submit proposals to provide Executive Leadership Coaching to the TSET Executive Director and two additional senior staff within the term of the agreement. Executive Leadership Coaching involves a coaching professional working with a client to reach specific goals in their professional development. It is intended to be a creative and thought-provoking process that enables the client to maximize their potential in specific areas. Executive coaching establishes a relationship based on trust, collaboration, and integrity focused on the needs and growth of the executive in a context that has high performance expectations. The specific areas of coaching may include, but are not limited to, interpersonal and professional communication, performance management, organizational effectiveness, managing career and personal changes, developing executive presence, enhancing strategic thinking, dealing effectively with conflict, and building and developing an effective team within an organization.

C.3. General Information

- C.3.1.** Proposers may be organizations or individuals in the private, for-profit sector or not-for-profit entities with significant capacity, demonstrable experience and outcomes to develop and deliver the specified training.

C.4. Pre-requisites for Executive "Coach"

- C.4.1.** Throughout this Request for Proposals, 'coach' means educator, trainer, consultant, consulting firm, and/or consulting team comprised of representatives from the same organization. The organization or individual coach must:
- C.4.1.1.** Be well versed in the analysis, research, development and implementation of leadership training and coaching programs,
 - C.4.1.2.** Have past experience in providing executive leadership coaching and training, and
 - C.4.1.3.** Have past experience in the analysis of organizational culture, values and behaviors as they apply to the leadership training and coaching.
 - C.4.1.4.** Have prior successful related experience in each of the elements that are part of the purpose and scope of work for this training program.
- C.4.2.** Assessment Tools
- C.4.2.1.** The coach is to have extensive experience in using assessment tools to identify the types of coaching that will be needed.
- C.4.3.** Outcome Measures
- C.4.3.1.** Measurable outcomes of coaching will be identified early in the process and tracked continuously.

C.4.4. Results

- C.4.4.1.** Results are ensured by vigilant communication between the coach and the executive director, and between the coach and the board of directors.

C.4.5. Confidence

- C.4.5.1.** The coach will maintain strict confidentiality of the coaching relationship and content.

C.4.6. Quality

- C.4.6.1.** Only professionally trained, prescreened and highly-competent coaches of the highest caliber are involved.

C.4.7. Responsibility

- C.4.7.1.** The selected organization/coach will be required to assume responsibility for all coordination and implementation of the training and coaching program, including the site/location, materials, scheduling and delivery.

C.5. Reporting and Program Oversight

- C.5.1.** The consultant will provide mutually agreed-upon periodic performance reports, documenting services provided and milestones or outcomes achieved. Reports to the executive director, or any TSET staff member coached, may be confidential in nature. Reports to the board of directors or supervisor must not reveal confidential information.
- C.5.2.** The consultant will be responsible for submitting all receipts related to the noted reimbursable expenses that are outlined in the final contract. Program and performance oversight and monitoring will be the responsibility of the TSET.

D. EVALUATION

- D.1.** This RFP will be evaluated as best value in accordance with Title 74, §85. The best value criteria for this proposal is as follows and is listed in order of their weight:

- D.2.** All proposals will be reviewed and awarded based on the following evaluation criteria.

- D.2.1.** Assessment Tools and Process
- D.2.2.** Approach to Coaching
- D.2.3.** Plan/Goals/Progress Assessment
- D.2.4.** Qualifications and Experience of the Coaches
- D.2.5.** Presentation/Interview
- D.2.6.** Cost

D.3. Review Process

- D.3.1.** A two-stage review process will be used to review proposals submitted under this RFP. TSET will rate proposals based on a scoring rubric and invite the top two to three candidates to a face-to-face presentation and interview with the executive director and relevant staff. TSET reserves the right to request additional information and schedule interviews or location visits as necessary. We appreciate your assistance in accommodating any visitation requests.

D.4. Negotiations

- D.4.1.** In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- D.4.2.** Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

- D.4.3.** Negotiations may be conducted in person, in writing, or by telephone.
- D.4.4.** Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- D.4.5.** Terms, conditions, prices, methodology, or other features of the offeror's offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- D.4.6.** The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

E. INSTRUCTIONS TO SUPPLIER

E.1. RFP Submittal Instructions

- E.1.1.** Each proposal is to include the following using the order below:
 - E.1.1.1.** Proposal Cover Sheet
 - E.1.1.2.** Program Component Narrative: Please describe the following:
 - E.1.1.2.1.** Provide a summary overview of the contents of your proposed approach
 - E.1.1.2.2.** Describe in detail the format and outline of the approach- your workplan and timeline for accomplishing the scope of work, and the associated costs.
 - E.1.1.2.3.** Describe the tools that will be used to assess the types of coaching that will be needed, and describe the coach's experience with these tools.
 - E.1.1.2.4.** Outline the ideal length of the coaching in order to meet the overall objectives
 - E.1.1.2.5.** Provide a description of the coach's years and types of prior experience in Executing Coaching and training, the levels of training the coach has obtained, and provided.
 - E.1.1.2.6.** Define the model or approach used and the length of time it has been in use.
 - E.1.1.2.7.** Bios of all key personnel to be involved with the coaching and training.
 - E.1.1.2.8.** Methods of evaluation that will be implemented to identify the effectiveness of the coaching provided.
 - E.1.1.2.9.** Describe the types of reporting that will be used in confidential communications between the coach and the executive director, as well as the types of reporting that will be used in non-confidential communications between the coach and the board of directors.
 - E.1.1.2.10.** List of coaching clients (organizations and/or individuals) and indicate which may be contacted by TSET for a reference.
 - E.1.1.2.11.** List all professional organizations in which the coach holds membership.
 - E.1.1.2.12.** List all certifications achieved by the coach.
- E.1.2.** Provide a budget or fee structure for the period Date of Award through June 30, 2013, for coaching the executive director and two senior staff members. All travel for the coach or other consultants must be included in the budget or fee structure, and cannot be reimbursed separately. Advance payments are prohibited. Services must be billed on a monthly basis, at the end of the month.

E.2. Format of RFP Submittal

- E.2.1.** The RFP Submission should meet the following specifications:
 - E.2.1.1.** Formatted using a 1" margin and no smaller than a 12-pt. font.
 - E.2.1.2.** Include a table of contents.
 - E.2.1.3.** No more than ten (10) typed single-sided, single spaced pages.
 - E.2.1.4.** Pages should be numbered and include a header/footer identifying the proposer's name.
 - E.2.1.5.** Four (4) hard copies and four (4) cd copies must be submitted.

- E.2.1.6.** All proposal applications must be received by (use date from top of page 3). Late proposals will not be accepted.
- E.2.1.7.** A "Certification of Non-acceptance of Tobacco Funds" form must be completed and submitted with the proposal (**see Attachment A**).
- E.2.1.8.** Sample course outlines, materials, evaluation tools, or budget pages may be submitted as a separate appendix and will not be counted towards the 10 pages.

F. CHECKLIST

None

G. OTHER

G.1. Questions

- G.1.1.** Questions regarding this RFP must be in writing and are due no later than Wednesday, November 28, 2012. Questions are to be emailed to kathy.hallum@omes.ok.gov only. Questions received after this time will not be answered. An Amendment will be posted after the question deadline addressing all questions received.

G.2. Disclosure of Proposal Contents

- G.2.1.** Proposals will be held in confidence and will not be revealed or discussed with competitors. All materials submitted with the Proposal and the Proposal itself become the property of the TSET and will not be returned. The TSET reserves the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

H. PRICE AND COST

None



SOLICITATION REQUEST

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

Tobacco Settlement Endmt Trust
OK TOBACCO SETTLEMENT ENDOWMENT TRUST
BOARD OF DIRECTORS
3800 N CLASSEN BLVD, STE 200
OKLAHOMA CITY OK 73118

Request Quote ID.	Date	Buyer	Page
0920000007	07/24/2012	Kathy Hallum (580)	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	11/13/2012 07:40 AM	12/13/2012 03:00 PM	

Requisition Number Reference: From Req ID - 0920000039

Ship To: OK TOBACCO SETTLEMENT ENDOWMENT TRUST
BOARD OF DIRECTORS
3800 N CLASSEN BLVD, STE 200
OKLAHOMA CITY OK 73118

Bill To: OK TOBACCO SETTLEMENT ENDOWMENT TRUST
BOARD OF DIRECTORS
3800 N CLASSEN BLVD, STE 200
OKLAHOMA CITY OK 73118

Vendor: NAME

Address: _____

Address: _____

City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	80101507 / 1000010429 SERVICES:Consulting and Advisory Services	1	EA		

Agreement to provide executive leadership coaching to the TSET Executive Director and two senior staff within the term of the agreement. Executive Leadership Coaching involves a coaching professional working with a client to reach specific goals in their professional development. It is intended to be a creative and thought-provoking process that enables the client to maximize their potential in specific areas.

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

**Oklahoma Tobacco Settlement Endowment Trust
Certification of Non-Acceptance of Tobacco Funds**

Company/Organization/Principal Investigator Name

The applicant named above hereby certifies that it will not accept funding from, nor have an affiliation or contractual relationship with, a company engaged in the manufacture of tobacco or tobacco products for the purpose of event sponsorships, curriculum, grants programs, research, evaluation or other similar activities during the term of the grant from the Oklahoma Tobacco Settlement Endowment Trust. The applicant further certifies that it will not engage in the manufacture of tobacco products during the term of the grant. This restriction does not apply to the growth or use of non-commercial tobacco for ceremonial use.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the grant recipient, contractor, or principal investigator (as applicable) to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of Oklahoma.

Director of Agency or Principal Investigator:

Signature

Date

Printed Name and Title