



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Solicitation

1. Solicitation #: 0550000001

2. Solicitation Issue Date: 1/15/2014

3. Brief Description of Requirement:

Facilitation of phased strategic planning process to result in preparation of a five year strategic plan for the period beginning July 1, 2014.

RFP NOTICE: Please note that on an RFP no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date<sup>1</sup>: 2/12/2014

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO:

Personal or Common Carrier Delivery or U.S. Postal Delivery:

Office of Management and Enterprise Services  
Central Purchasing Division  
Will Rogers Building  
2401 N. Lincoln Blvd, Suite 116,  
Oklahoma City, OK 73105

6. Solicitation Type (check one below):

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

7. Requesting Agency: Oklahoma Arts Council

8. Contracting Officer:

Name: Jacob M. Charries

Phone: (405) 522-1040

Email: [Jacob.Charries@omes.ok.gov](mailto:Jacob.Charries@omes.ok.gov)

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")  
OMES-FORM-CP-070 (02/2013)



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

Responding Bidder Information

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

1. RE: Solicitation # 0550000001

2. Bidder General Information:

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

VEN ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. Bidder Contact Information:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. Oklahoma Sales Tax Permit<sup>2</sup>:

☐ YES – Permit #: \_\_\_\_\_

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

☐ YES - Filing Number: \_\_\_\_\_

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

6. Workers' Compensation Insurance Coverage:

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

☐ YES – include a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>3</sup>

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

<sup>2</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbusssales.html>

<sup>3</sup> For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



State of Oklahoma  
Office of Management and Enterprise Services  
Central Purchasing Division

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 #: 0550000001

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

**TABLE OF CONTENTS**

A     GENERAL PROVISIONS..... 4

B.     SPECIAL PROVISIONS .....10

C.     SOLICITATION SPECIFICATIONS.....13

D.     EVALUATION.....15

E.     INSTRUCTIONS TO BIDDER .....15

F.     CHECKLIST .....15

G.     OTHER .....15

H.     PRICE AND COST .....15

## **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 Central Purchasing Division 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 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 OMES/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, 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 Central Purchasing Division at the 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. 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 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 may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and
  - A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

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

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

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

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

#### **A.13. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

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

A.14.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.

A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

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

A.15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.

A.15.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the 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 (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 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) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.28. Compliance with Applicable Laws**

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

#### **A.29. Special Provisions**

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

## **B. SPECIAL PROVISIONS**

### **B.1. FUNDING:**

**B.1.1.** Due to possible future reductions in State and/or Federal appropriations, the Department cannot guarantee the continued availability of funding for this contract. In the event funds to finance this contract become unavailable, either in full or in part, due to such reductions in appropriations, the Department may terminate or reduce the contract in consideration and upon notice in writing to the Vendor. The Department shall be the final authority as to the availability of funds. In the event of non-appropriation or discontinuance of funding for this contract, the Vendor will be paid for products and/or services provided up to the effective date of termination.

**B.2.** **The prospective bidder certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.**

### **B.3. DISPUTE RESOLUTION**

**B.3.1.** Any dispute concerning the question of fact in connection with the work, not disposed of by the contract between the parties hereto, shall be referred to the STATE agency that initially awarded this contract (e.g., Office of Management and Enterprise Services). The decision of the administrator of said agency, or his/her duly authorized representatives, shall be final and conclusive on the parties to this contract.

### **B.4. GOVERNING RULES AND REGULATIONS**

**B.4.1.** The CONTRACTOR and its subcontractor's if any, shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this Contract, including worker's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, the CONTRACTOR shall furnish the STATE with satisfactory proof of its compliance therewith.

### **B.5. COVENANT AGAINST CONTINGENT FEES**

**B.5.1.** The CONTRACTOR warrants that it has not employed or retained any company or person specifically to solicit or secure this Contract, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty the STATE shall have the right to annul this Contract without liability, or at its discretion, to deduct from the Contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

### **B.6. EQUAL EMPLOYMENT OPPORTUNITY**

**B.6.1.** In connection with the execution of this Contract, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR further agrees to insert a similar revision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

### **B.7. TITLE VI - CIVIL RIGHTS ACT OF 1964**

**B.7.1.** The CONTRACTOR shall comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (P.L. 88-352), the Regulations of Department of Transportation issued thereunder (CFR Title 49, Subtitle A, Part 21), and the assurance by the CONTRACTOR pursuant thereto.

**B.8. During the performance of this Contract, the CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:**

- B.8.1. Compliance with Regulations:** The CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "U.S. DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- B.8.2. Nondiscrimination** The CONTRACTOR, with regards to the work performed by it during this Contract, shall not discriminate on the grounds of race, religion, color, sex, age or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited in Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- B.8.3. Solicitations for Subcontracts:** In all solicitations either by competitive bidding or negotiation made by the CONTRACTOR for work to be performed under a subcontract, if such subcontracting is approved by the STATE, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the CONTRACTOR of the CONTRACTOR'S obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age or national origin.
- B.8.4. Information and Reports:** The CONTRACTOR shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the STATE to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information is required or a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the STATE, as appropriate, and shall set forth what efforts it has made to obtain the information.
- B.8.5. Sanctions for Noncompliance:** In the event of the CONTRACTOR'S noncompliance with the nondiscrimination provisions of this Contract, the STATE shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:
- B.8.5.1.** Withholding of payments to the CONTRACTOR under the Contract until the CONTRACTOR complies, and/or,
- B.8.5.2.** Cancellation, termination or suspension of the Contract, in whole or in part.

**B.9. Incorporation of Provisions**

- B.9.1.** The CONTRACTOR shall include the provisions of THE ABOVE ParagraphS of this section in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONTRACTOR shall take such action with respect to any subcontract or procurement as the STATE may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONTRACTOR may request the STATE to enter into such litigation to protect the interest of the STATE.

**B.10. BINDING EFFECT**

- B.10.1.** This Contract shall be binding upon and inure to the benefit of the STATE and the CONTRACTOR and shall be binding upon their successors and assigns subject to the limitations of Oklahoma law.

**B.11. HOLD HARMLESS CLAUSE**

- B.11.1.** The CONTRACTOR shall indemnify and save harmless the STATE, their respective officers, employees and agents from all claims, suits, or actions of every kind and character made upon or brought against the STATE, their respective officers, employees and agents, for or on account of any injuries or damages received or sustained by any party or parties by or from acts of said CONTRACTOR or its servants, agents and subcontractors, in doing the work and rendered the

services Contracted for, or by or consequence of any negligence in operations or any improper material or equipment used, or by or on account of any act or omission of said CONTRACTOR or his or its servants, agents and subcontractors. This hold harmless and indemnity obligation shall include attorney's fees, court costs and all other expenses incurred in the investigation and defense of any claim or suit.

**B.12. PRIOR UNDERSTANDINGS**

**B.12.1.** This contract incorporates and reduces to writing all prior understandings, promises, agreements, commitments, covenants, or conditions, and constitutes the full and complete understanding and contractual relationship of the parties.

**B.13. AMENDMENTS OR MODIFICATION OF CONTRACT**

**B.13.1.** No changes, revisions, amendments or alterations in the manner, scope, or type of work or compensation to be paid by the STATE shall be effective unless reduced to writing and executed by the parties with the same formalities as are observed in the execution of this contract.

**B.14. VENUE**

**B.14.1.** This contract shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulations, policies, and procedures of Oklahoma County, Oklahoma.

**B.15. RECORDS**

**B.15.1.** The CONTRACTOR and any subcontractor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred under this contract, and shall make all such materials available to the STATE or any of its duly authorized representatives and the State Auditor and Inspector at any reasonable time during the term of work on the contract, and for three (3) years from date of final payment to the CONTRACTOR by STATE for work performed hereunder.

**B.16. HEADINGS**

**B.16.1.** Article headings used in the contract are inserted for convenience of reference only and shall not be deemed a part of this contract for any purpose.

**B.17. ASSIGNMENT**

**B.17.1.** The CONTRACTOR shall NOT sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the STATE. In case such consent is given, the CONTRACTOR will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than 50% of the total contract cost. Request for permission to sublet, assign or otherwise dispose of any portion of the contract shall be in writing and accompanied by a statement showing that the organization and/or individual(s) which will be performing the work are particularly experienced and equipped for such work. No sub-contracts, or transfer of contract, shall in any case release the CONTRACTOR of his liability under the contract and bonds.

**B.18. SEVERABILITY**

**B.18.1.** If any provision, clause, or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this contract which are not affected by the determination. The provisions, clauses, or paragraphs and any documents incorporated by reference are declared severable.

**B.19. PAYMENT OF CLAIMS**

**B.19.1.** The CONTRACTOR shall pay all just claims due for the payment of all employees and mechanics for labor that shall be performed, for the payment of all material and equipment rental which is actually used or rented in the performance of the contract.

**B.20. BREACH OF CONTRACT**

**B.20.1.** Failure to perform any and all of the terms and conditions of this contract shall be deemed a substantial breach thereof and give the STATE cause to cancel this contract on seven (7) days written notice to the CONTRACTOR. The STATE then reserves the right to re-award the contract to the next ranked responsible available bidder -OR- should this contract be awarded to multiple vendors, the STATE may utilize those vendors. In the event of cancellation of this contract, the CONTRACTOR shall not be entitled to damages and agrees not to sue the STATE for damages thereof. After notice of cancellation, the CONTRACTOR agrees to perform the terms and conditions of this contract up to and including date of cancellation, as though no cancellation had been made and notwithstanding other legal remedies which may be available to the STATE because of the cancellation, agrees to indemnify the STATE for its costs in procuring the services of a new CONTRACTOR.

**B.21. Disclosures Regarding Lobbyist**

**B.21.1.** A vendor may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.

**B.21.2.** Any vendor using the services of a lobbyist to assist in obtaining a contract shall

**B.21.2.1.** Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract

**B.21.2.2.** Not bill or otherwise charge the State for such and

**B.21.2.3.** Certify that no such costs were billed to the State.

**B.21.3.** The name and address of each lobbyist or agent of the vendor, contractor, subcontractor who communicated with a State employee about a proposal or potential proposal must be disclosed with proposal response.

**B.22. Negotiations**

**B.22.1.** 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.

**B.22.2.** 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:

**B.22.2.1.** Negotiations may be conducted in person, in writing, or by telephone.

**B.22.2.2.** 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.

**B.22.2.3.** 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.

**B.22.2.4.** 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.

**C. SOLICITATION SPECIFICATIONS**

**C.1. Oklahoma Arts Council Overview**

**C.1.1.** In 1965, Governor Henry Bellmon created the Oklahoma Arts Council in response to a national movement to make arts and culture available to communities across America. The Council's creation allowed the state to receive matching grants from the newly formed National Endowment for the Arts (NEA).

**C.1.2.** Prior to the NEA and Oklahoma Arts Council's creation, most Americans had to travel to large metropolitan or coastal areas for the arts. Today, Council grants benefit every county in Oklahoma.

**C.1.3.** In addition to grants, the Council works to build Oklahoma's arts and cultural infrastructure through development programs that benefit artists, organizations, schools, and communities.

**C.2. Enabling Legislation: The mission of the Oklahoma Arts Council is to lead in the development, support and enrichment of a thriving arts environment. Oklahoma Arts Council's enabling legislation directs the agency to:**

- C.2.1. Encourage and stimulate all forms of artistic endeavors
- C.2.2. Promote an environment in which artistic creativity and expression can flourish
- C.2.3. Assist arts organizations in making the arts accessible to all Oklahomans
- C.2.4. Support and enhance the expanding interest in the arts
- C.2.5. Contribute to artistic growth and development in Oklahoma

**C.3. Agency Programs and Services--The Oklahoma Arts Council carries out its mission through the following:**

- C.3.1. Grants in the form of Organizational Support, Major Grant Support, Small Grant Support, Small Grant Support for Schools, Performing Arts Corps, and Capitol Art Travel Subsidies.
- C.3.2. Leadership Arts Program
- C.3.3. Statewide Arts Conference
- C.3.4. Oklahoma Cultural District Initiative
- C.3.5. Oklahoma's New and Emerging Arts Leaders Network (ONEAL)
- C.3.6. Performing & Teaching Artist Rosters
- C.3.7. Capitol Art Collection
- C.3.8. State Art Collection
- C.3.9. Capitol Galleries
- C.3.10. Governor's Arts Awards
- C.3.11. Teaching with Capitol Art

**C.4. Planning Period**

- C.4.1. The strategic planning period is for the five-year period beginning July 1, 2015, the State of Oklahoma's FY15 through FY19.

**C.5. Compliance**

- C.3.1 The Strategic Plan must be compliant with State of Oklahoma statutes (House Bill 1622 passed by the Oklahoma Legislature in the 1999 regular session), as well as National Endowment for the Arts guidelines for the State Partnership Grant Program.

**C.6. Plan Deadline**

- C.4.1 The deadline for submission of the final strategic plan to the Oklahoma Arts Council is August 31, 2014. This plan must be accepted by the Oklahoma Arts Council as final.

**C.7. Planning Process Requirements**

- C.7.1. Conduct Survey and Focus Groups of Constituents
- C.7.2. Review and Revise Mission Statement, as needed
- C.7.3. Review and Develop Vision Statement, as needed
- C.7.4. Develop Values and Behaviors
- C.7.5. Review and Set Long Term Goals
- C.7.6. Develop Strategies for Each Goal
- C.7.7. Establish Performance Measures
- C.7.8. Develop and Write Strategic Plan

**C.8. Parties to Involve**

- C.8.1. People to involve in various aspects of the process include: agency staff, board of directors and constituents. Other parties to consider involving are legislators and pertinent Oklahoma state agency heads.

**C.9. Pre-Proposal**

- C.9.1. The initial planning process of conducting an environmental scan and performing a strengths, weaknesses, opportunities and threats analysis will have been completed prior to commencement of the

scope of work referenced in this request for proposal. This will be provided to the vendor upon awarding of the contract.

#### **C.10. Vendor Qualifications**

- C.10.1.** At a minimum, the Vendor must have experience with facilitating a multi-county cultural planning process and producing a cultural plan. State arts planning experience is highly preferred. A familiarity with Oklahoma is a plus.

#### **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 are as follows:**

- D.1.1.** Planning experience
- D.1.2.** State arts planning experience
- D.1.3.** Proposed scope of work
- D.1.4.** Past work and results
- D.1.5.** References
- D.1.6.** Fee
- D.1.7.** Familiarity with Oklahoma

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

- E.1.** Thoroughly review the entire Request for Proposal (RFP) prior to attempting to answer any questions.
- E.2.** Past Work and Results: This narrative should include a detailed description of the past work that the vendor has completed as well as a detailed description of the results of that work. This explanation should include the plans, strategies and resources that were used with past work and the results that accompanied them.
- E.3. Submissions/Copies**
- E.3.1.** Contractor is to submit THREE (3) complete copies of their response on THREE (3) separate CDs (one copy on each CD) which includes the completed proposal, including the scanned images of the OMES signed forms. CD must be an unprotected document. Original hard copies are not required or preferred. This overrides hard copy submittal requirements of A.2.4. **Please ensure that your CD's are marked clearly with the RFP Number.**
  - E.3.2.** PDF is an acceptable format for solicitation responses.

#### **F. CHECKLIST**

- F.1.** Names, contact information, project role, and one-page bio of consultant(s) that will be directly involved in the planning process or writing of the plan
- F.2.** Outline of Planning Process
- F.3.** Project Timeline
- F.4.** Fee for Each Process and Explanation of How Fee Was Derived
- F.5.** Schedule of Payments
- F.6.** Three Work Samples
- F.7.** Past Work and Results Narrative
- F.8.** Three References

#### **G. OTHER**

**G.1. Questions**

- G.1.1.** All questions regarding this solicitation must be submitted in writing and are to be emailed to no later than 3:00pm CST Monday, January 27, 2014. Questions are to be emailed to [Jacob.Charries@omes.ok.gov](mailto:Jacob.Charries@omes.ok.gov). Questions received after this date will not be answered. An Amendment will be posted after this deadline listing all questions received and their answers.

#### **H. PRICE AND COST**

- H.1.** Invoices must be submitted at least on a quarterly basis and will be paid in accordance with State law. Quarterly reports of progress must accompany each invoice.
- H.2.** Payment against this contract shall be firm fixed at the quoted price and the State shall not pay or be liable for any other additional costs.
- H.3.** Payment for all services shall be made in arrears. The State shall not make any advance payments or advance deposits.





# SOLICITATION REQUEST

☐ Request for Quote

☐ Request for Proposal

☐ Request for Bid

**Dispatch via Print**

**State Arts Council**  
ARTS COUNCIL OF OKLAHOMA  
2102 N LINCOLN BLVD  
640 JIM THORPE BLDG  
OKLAHOMA CITY OK 73105

**Vendor:** NAME

Address: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

Request Quote ID.	Date	Buyer	Page
0550000001	01/15/2014	Irene Bowman (580)	1
Payment Terms	Date	Time	Quote Open Closing
0 Days	01/15/2014	10:35 AM	02/18/2014 03:00 PM
Requisition Number Reference:		From Req ID - 0550000001	

**Ship To:** ARTS COUNCIL OF OKLAHOMA  
2102 N LINCOLN BLVD  
640 JIM THORPE BLDG  
OKLAHOMA CITY OK 73105

**Bill To:** ARTS COUNCIL OF OK WAREHOUSE  
2421 N WALNUT  
OKLAHOMA CITY OK 73105

## Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	80101504 / Strategic Planning	1	JA		

Strategic Planning for Oklahoma Arts Council

**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**