



Solicitation Cover Page

1. Solicitation #: 0900000418 for SW0135

2. Solicitation Issue Date: 11/13/2019

3. Brief Description of Requirement:

Solicitation to establish the SW0135 Statewide Contract for Advertising and Marketing Services

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 Date¹: December 4, 2019

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**²:

U.S. Postal Delivery Address: OMES – Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

Common Carrier Delivery Address: OMES – Central Purchasing
5005 N. Lincoln Blvd., Suite 300
Oklahoma City, OK 73105

Electronic Submission Address: _____

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

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

7. Contracting Officer:

Name: Linda Lechtenberg
 Phone: 405-522-0436
 Email: Linda.Lechtenberg@omes.ok.gov

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

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



Responding Bidder Information

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

1. **RE: Solicitation #** 0900000418 for SW0135

2. **Bidder General Information:**

FEI / SSN : _____ Supplier 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 – Attach an explanation of exemption

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 with the bid a certificate of insurance.

NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.²

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature	Date
Printed Name	Title



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.

Agency Name: OMES, Central Purchasing Agency Number: 090

Solicitation or Purchase Order #: 0900000418 for SW0135

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

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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 an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "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.1.6. "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 5005 N. Lincoln Blvd. Suite 300, 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 the following order of precedence:
 - A.9.2.1. Any Addendum to the Contract;
 - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.3. Solicitation, as amended (if applicable); and
 - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

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

A.11. Manufacturers' Name and Approved Equivalent

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

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of 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 contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

- A.13.1. 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.
- A.13.2. 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:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. 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.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder 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.
- A.13.6. 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.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. 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.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. 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.16. Contract Modification

- A.16.1. 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 Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. 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 Addendums, 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.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(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.17.2. 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.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1. 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.20.2. The successful supplier(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.21. 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.22. 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.23. 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.24. Termination for Cause

- A.24.1. 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.24.2. 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.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. 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.25.2. 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.26. Insurance

The successful supplier(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.27. 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.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

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

A.29. 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.30. 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. The Contract Period is the Date of Award through one year with the option to renew for up to three (3) additional one year periods.

B.2. Agreement Period

B.2.1. The Agreement Period is the Date of Award through the end of the final renewal period. Renewal options shall be at the sole discretion of the State of Oklahoma. A written request for renewal will be sent to the Supplier(s) prior to contract expiration. Suppliers shall express their intention to renew the contract by completing, signing, and returning the renewal request to the contracting officer.

B.3. Extension of Contract

B.3.1. The State may extend the term of this contract up to 180 days if mutually agreed upon in writing by both parties.

B.4. Type of Contract

B.4.1. This is a prequalification contract.

B.5. Contract Preference

B.5.1. This contract is non-mandatory for State of Oklahoma agencies.

B.6. Authorized Users

B.6.1. This Contract shall be made available to all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts and Municipalities may avail themselves of the contract.

B.6.2. Authorized Users have no authority to amend, modify or change any terms and conditions of this contract.

B.7. Ordering

B.7.1. Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders, or with the State purchase card, by state agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence. Each purchasing entity will place orders directly with the winning Supplier(s).

B.8. Prompt Payment Discounts.

B.8.1. Please review A.18 for information concerning prompt payment discounts.

B.9. Gratuities

B.9.1. The right of the successful supplier to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

B.10. Proposal Conformity

B.10.1. By submitting a response to this solicitation, the supplier attests that the supplies or services conform to specified contract requirements.

B.11. Payments

B.11.1. All payments under this contract will be made in arrears, without exception. Under no circumstances can the State pay for services under this contract prior to the work having been completed. Invoicing can occur monthly, quarterly, or in phases depending on the project and at the discretion of the Authorized Users.

B.12. Contract Usage Reporting Requirements

B.12.1. Reports shall provide the total dollar amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, and Municipalities.

B.12.2. Reports shall be submitted quarterly regardless of quantity. Failure to report sales may be cause for termination of contract.

B.12.3. Usage Reports shall be delivered to Central Purchasing within 45 calendar days upon completion of performance quarter period cited in paragraph B.12.4 of this contract provision. Usage Reports may be delivered to the Central Purchasing Strategic Sourcing Group via the following addresses:

B.12.3.1. Email – strategic.sourcing@omes.ok.gov

B.12.3.2. Physical Address:

OMES – Central Purchasing
Frates Building
5005 N. Lincoln, Suite 300
Oklahoma City, Ok 73105

B.12.4. Contract quarterly reporting periods shall be:

B.12.4.1. January 1 through March 31;

B.12.4.2. April 1 through June 30;

B.12.4.3. July 1 through September 30;

B.12.4.4. October 1 through December 31.

B.12.5. Failure to provide usage reports shall result in cancellation or suspension of contract.

B.12.6. Usage Reports shall be submitted in the Excel form listed as Attachment “A”

B.13. Contract Management Fee

B.13.1. As provided by Oklahoma State Statute 74 O. S., §85.33A, the Office of Management and Enterprise Services assesses an Administrative Fee in the sum of 1% on all sales transacted by any entity under this contract. The Oklahoma Administrative Fee shall not be reflected as a separate line item in the Supplier's billing to participating State Agencies and Authorized Users.

B.13.2. Supplier agrees to annotate the resultant amount on the quarterly “Contract Usage Report” as listed in Section B.12.6 and make payment by company check to OMES – Central Purchasing Division within forty five (45) calendar days from the completion of the quarterly reporting period as listed in Section B.12.4. To ensure the payment is credited properly, the supplier must identify the check as a “Contract Management Fee” and include the following information with the payment: LIST SW# and Contract Title, the report amount and the reporting period covered. The Contract Management Fee shall be mailed to:

OMES – Central Accounting and Reporting

5005 N. Lincoln, Suite 200

Oklahoma City, OK 73105

B.13.3. Failure to remit the fee quarterly may result in the cancellation of the contract. The State Contract Management Fee is non-refundable when an item is rejected, returned or declined due to the Supplier's failure to perform or comply with specifications or requirements of the contract.

B.13.4. There will be no 1% fee on Direct Media Buys if there is proof the direct media buy is pass through only with no additional fee received. This proof must be submitted to Strategic Sourcing at the time the Supplier submits their contract usage report.

B.14. Conflict of Interest

B.14.1. A Request for Proposal is subject to the provisions of the Oklahoma Statutes. All Suppliers must disclose with their response the name of any officer, director or agency who is also an employee of the State of Oklahoma or any of its agencies. Further, all Suppliers must disclose the name of any State Employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Suppliers firm or any of its branches.

B.15. Ownership

B.15.1. Ownership and copyright provisions of marketing materials designed under this Statewide Contract.

B.15.1.1. All marketing materials (any component being developed or produced as part of a marketing or communications campaign which may include but is not limited to: music, lyrics, pictures, slogans, colors, characters, layout, and storyboards) designed under SW0135 belong to the Authorized User that purchased such materials.

B.15.2. Ownership and rights of copyrighted marketing materials.

B.15.2.1. The Awarded Suppliers may be responsible for copyrighting or registering trademarks, logos and commercials as directed and approved by the Authorized User. All marketing materials developed through SW0135 are owned exclusively by the Authorized User that paid for these materials and the Authorized User is able to share and distribute these materials at no additional cost and at any given moment without consent from the company that developed such materials.

B.15.3. Materials developed and/or produced by the Awarded Supplier(s) for which the State pays the Supplier(s) are owned by the State, including all native production files. This includes any proprietary rights or interests in the products, materials, intellectual properties developed, data, documentation, approaches, systems, programs, methodologies, or concepts developed, produced, or provided in connection with the services provided under the

Contract. All such items, rights, and/or interests shall belong exclusively to the State, unless specifically approved in writing by the State. All materials produced as a result of this Contract become the sole property of the State. This includes all digital design files and layouts, all final artwork and files, all images produced by the Supplier(s) or by Supplier-hired professional, whether the image was used for State projects, or taken for the purpose of State projects. This excludes any stock photography or commercial photography or artwork that may be subject to pre-determined usage fees or ownership/copyright matters. The Supplier(s) agrees not to use the State names, trademarks, service marks, logos, images, or any data resulting from the Contract as a part of any commercial advertising or proposal without the express prior written consent of the State in each instance.

- B.15.4.** Materials developed, produced, or purchased by the Supplier(s) for its own use with multiple clients that are not reimbursed by the State for its own use with multiple clients shall not become the property of the State just by virtue of being employed to provide services under this solicitation.

B.16. Turnover Plan

- B.16.1.** Prior to the conclusion of a Contract, the Supplier shall provide, at no extra charge, assistance in turning over the operations to the Authorized User. The Supplier shall provide a Turnover Plan which includes at least the following:
 - B.16.1.1.** Proposed approach to turnover;
 - B.16.1.2.** Identification of State-owned equipment and/or furnishings;
 - B.16.1.3.** Identification of documentation in Supplier's possession that is necessary for the operation of services under this Contract; and,
 - B.16.1.4.** Turnover tasks and schedule.
- B.16.2.** The Authorized User must approve the Turnover Plan. At a turnover date, to be determined by the Authorized User, the Supplier shall provide to the Authorized User or its agent all updated manuals and all other documentation and records as will be required by the Authorized User for continuity of services under this Contract. Following turnover of operations, the Supplier must provide the state with a Turnover Results Report which will document completion and results of each step of the Turnover Plan.
- B.16.3.** The Authorized User may begin withholding 10% of the total invoice amount no more than thirty days prior to the conclusion of the Contract. Upon final receipt and approval of the turnover plan, the Supplier shall invoice the Authorized User for all final costs including the 10% withheld.

B.17. Clarification of Solicitation

- B.17.1.** Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing
- B.17.2.** Contracting Officer specified in the solicitation and must be prior to the closing date of the solicitation.
- B.17.3.** If a Supplier fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the solicitation, known to the Supplier, or an error that reasonably should have been known by the Supplier, the Supplier shall submit a bid at its own risk; and if awarded the contract, the Supplier shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a Supplier takes exception to any requirement or specification contained in the solicitation, these exceptions must be clearly and prominently stated in their response.
- B.17.4.** Suppliers who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Contracting Officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

B.18. Minor Deficiencies or Minor Informalities

- B.18.1.** "Minor deficiency" or "minor informality" means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other Suppliers. A minor deficiency or informality does not affect the price, quantity, quality, delivery, or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- B.18.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other Suppliers, or are not a cause for bid rejection.

B.19. Disclosures Regarding Lobbyists

- B.19.1.** A Supplier may not reimburse itself within its state contract pricing for its costs and expenses of lobbyists.
- B.19.2.** Any Supplier using the services of a lobbyist to assist in obtaining a contract shall (1) disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract (2) not bill or otherwise charge the State for such and (3) certify that no such costs were billed to the State.
- B.19.3.** The name and address of each lobbyist or agent of the Supplier or subSupplier who communicated with a State employee about a solicitation or potential solicitation must be disclosed with the solicitation response.

B.20. Supplier Invoices

B.20.1. The Supplier shall be paid upon submission of proper certified invoices to the ordering agency/authorized user at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice, and receive payment. If the Supplier wishes to ship or provide service from a point other than the address listed on the face of the solicitation, the Supplier will furnish a list of these locations. No ordering or invoicing will be done at these locations.

B.20.1.1. Invoicing shall be made in accordance with the instructions of the agency/division/authorized user issuing the purchase order.

B.20.1.2. If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of Management and Enterprise Services for a copy of the regulations.

B.20.1.3. In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

B.20.1.4. See A.18 for further invoicing information.

B.21. State Purchase Care (P-Card)

B.21.1. SUPPLIERS PLEASE NOTE – IN ORDER TO BE CONSIDERED FOR AWARD, SUCCESSFUL SUPPLIERS ARE TO ACCEPT THE STATE OF OKLAHOMA PURCHASE CARE (P-CARD). FAILURE TO ACCEPT THE P-CARD MAY BE CAUSE FOR REJECTION OF YOUR PROPOSAL.

B.21.2. SIGNATURE OF ACCEPTANCE: _____ **DATE:** _____.

B.22. State and Federal Taxes

B.22.1. Purchases by the State of Oklahoma are not subject to any sales tax or Federal Excise tax. Exemption certificates will be furnished upon request.

B.23. Price Adjustments

B.23.1. Prices/hourly rates are to remain firm during the first 12 months of the contract. After that date, Suppliers may request an increase in prices/hourly rates. Price/hourly rate increases may be requested only once each year. Pricing changes must be submitted 30 days prior to the date of the effective change and must be approved by the contracting officer. Documentation and a detailed item listing with price change suggestions must be submitted. Any increase will not affect any orders issued prior to the effective approval date of any price changes. Supplier's failures to promptly notify the State of any price/hourly rate decreases shall result in the cancellation of their contract. No price/hourly rate reduction may be offered to an agency unless that reduction is offered to all agencies.

B.23.2. Increases will not affect any orders issued prior to the approved price changes. The State will have 30 days to implement any approved price/hourly rate increase. The State reserves the right to reject any request price adjustment if deemed excessive by the OMES, Central Purchasing Division. To request a price/hourly rate increase, the Supplier(s) must submit a request in writing to the Contracting Officer listed on this solicitation.

B.23.3. Price/hourly rate decreases are expected to be passed on to the State as Supplier(s) receive them from the Manufacturer. Supplier(s) are to notify the Contracting Officer in writing regarding price/hourly rate decreases, including a list of all line items with their new prices/hourly rates. The State will have 30 days to implement any request for price/hourly rate decreases.

B.24. Oral Agreements

B.24.1. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation or the resultant contract. All modifications to the contract must be made in writing by Central Purchasing.

B.25. Tobacco Use Prohibited

B.25.1. The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned, or under the control of the State of Oklahoma, including parking lots owned or under the control of the State of Oklahoma.

B.26. Equal Employment Opportunity

B.26.1. In connection with the execution of this contract, the Supplier shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age or national origin. The Supplier shall take affirmative action to ensure the 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.

B.27. Electronic Submission

- B.27.1.** All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.1 of the solicitation. Submissions will not be accepted via email. This term overrides any terms in Section A requiring submission of hard-copy.

C. SOLICITATION SPECIFICATIONS

C.1. Scope and Description

- C.1.1.** The State of Oklahoma is soliciting Suppliers to be included on a prequalification contract for Advertising and Marketing services. This is a full service contract that is grouped in eight categories that represent the service needs of the State of Oklahoma for Advertising and Marketing. Suppliers may choose to respond to one or multiple categories. The categories for which a Supplier is submitting a response should be clearly identified in their proposal. The categories covered under this solicitation include:

- C.1.1.1.** Category I – Web Based, Social & Emerging Media Services;
- C.1.1.2.** Category II – Client Services;
- C.1.1.3.** Category III - Creative Services;
- C.1.1.4.** Category IV – Advertising and Marketing Services;
- C.1.1.5.** Category V – Integrated Marketing Services;
- C.1.1.6.** Category VI – Value Proposals;
- C.1.1.7.** Category VII – Direct Media Buys;
- C.1.1.8.** Category VIII – Outdoor Advertising.

C.2. Category Descriptions

- C.2.1.** Category I - Web-Based, Social, & Emerging Media Services includes:

- C.2.1.1.** Web-based;
- C.2.1.2.** Social media;
- C.2.1.3.** Any other emerging media platform.

- C.2.2.** Category II – Client Services

- C.2.2.1.** Event Planning and Support;
- C.2.2.2.** Business Development;
- C.2.2.3.** Project Management;
- C.2.2.4.** Quality Assurance;
- C.2.2.5.** Public Relations.

- C.2.3.** Category III- Creative Services includes:

- C.2.3.1.** Art & Graphic Design;
- C.2.3.2.** Commercial Photography;
- C.2.3.3.** Video Production.

- C.2.4.** Category IV- Advertising and Marketing Services includes:

- C.2.4.1.** Marketing;
- C.2.4.2.** Advertising.

- C.2.5.** Category V- Integrated Marketing Services includes:

- C.2.5.1.** Includes all services offered under Categories I-IV and possibly Categories VII-VIII. The Integrated Marketing Services Category is broad in scope so that departments can develop scopes of work that may require a variety of services offered under this contract.

- C.2.6.** Category VI – Value Proposals

- C.2.6.1.** Other options not described that may add value to the State of Oklahoma.

- C.2.7. Category VII – Direct Media Buys includes:
 - C.2.7.1. Graphic Design (print, video, and web);
 - C.2.7.2. Update and Expand Existing Messaging;
 - C.2.7.3. Existing Web Site Update;
 - C.2.7.4. Targeted Media.
- C.2.8. Category VIII – Outdoor Advertising includes:
 - C.2.8.1. Highway/Road Billboards – Paint, Panel, or Digital;
 - C.2.8.2. Bus Panel;
 - C.2.8.3. Streetcar Advertising;
 - C.2.8.4. Mobile – Billboards on Trailers.

C.3. Offered Services

- C.3.1. Services offered under the awarded contract include, but are not limited to:
 - C.3.1.1. Strategic planning assistance in establishing goals and strategies and help to structure on-going marketing programs;
 - C.3.1.2. Production design services for several media formats including reviewing proofs and monitoring delivery;
 - C.3.1.3. Creative development and production;
 - C.3.1.4. Media Planning, buying and monitoring;
 - C.3.1.5. Translate advertising goals and strategies into effective media buys, which may include television, radio, newspaper, on-line and out-of-home advertising;
 - C.3.1.6. Provide a regular schedule of media buys for approval by the Authorized User prior to any media buy actually occurring;
 - C.3.1.7. Develop and implement a post media buy evaluation and reporting methodology in order to provide the Authorized User the success level for each buy;
 - C.3.1.8. Promotion development and implementation assistance;
 - C.3.1.9. Campaign web-design;
 - C.3.1.10. Direct marketing and social media marketing;
 - C.3.1.11. Earned media, graphic design and copy editing;
 - C.3.1.12. Development of marketing research and strategies;
 - C.3.1.13. Situational Analysis;
 - C.3.1.14. Market summary and analysis of critical issues;
 - C.3.1.15. Strengths, Weaknesses, Opportunities and Threats (SWOT) analysis;
 - C.3.1.16. Financial analysis including budgets and forecasts;
 - C.3.1.17. Control mechanisms with implementation milestones, organization and contingency plans;
 - C.3.1.18. Develop Public Service Announcements;
 - C.3.1.19. Coordinating, organizing, producing and executing events and functions;
 - C.3.1.20. Securing Services needed to conduct a campaign or convention type of event, such as photographers and/ or videographers, decorating services, and electrical services;
 - C.3.1.21. Direct media buys;
 - C.3.1.22. Outdoor advertising.

C.4. Contract Usage Instructions

- C.4.1. **Complete contract usage instructions will be issued upon award of the contract.**
- C.4.2. There will be instructions for both the Authorized Users and the awarded Suppliers.

C.5. Specifications

- C.5.1.** This solicitation targets multiple in order to meet the service requirements of the category expertise of the bid. Suppliers must have demonstrated experience and core competencies providing services for customers that are similar in size and that match the category requirements of this solicitation. Overall, Suppliers must describe their specialized service and provide detailed information on their expertise and core competencies for each applicable category of their bid response. Please review the category descriptions listed below for specific information regarding the capacity and qualifications that would be needed by the Suppliers for those categories. The services listed in each category are not exhaustive and Suppliers should bid under the category(s) that best represent the services being offered. Services that cannot easily be classified under other categories may be bid under the "Value Added" section of the solicitation.
- C.5.2.** Category I Definition-Web-based, Social and Emerging Media
- C.5.2.1.** Includes evolving methods of media production, delivery, and consumption. The creation, development, and implementation of marketing/communications tools, devices, and campaigns that reflect the evolving nature in which messaging is produced, delivered, and consumed. To include online marketing, e-mail marketing, social media, website development, mobile phone application development, and other emerging methods, platforms, and technologies, such as:
- C.5.2.1.1.** The internet or similar electronic media (social networks e.g., Facebook, LinkedIn, blogs, podcasts, wikis, content communities: flickr, YouTube, etc. Microblogging: Twitter. Mobile and location-based platforms, such as foursquare, for the development, preparation, promotion, and distribution/ placement of information or advertisement.
- C.5.3.** Category II Definition – Client Services
- C.5.3.1.** Event Planning - To create, organize, and supervise all aspects of an event such as, but not limited to, trade shows, workshops, seminars, award ceremonies, and conventions. Event planning includes budgeting, establishing dates and alternate dates, selecting and reserving the event site, acquiring permits, and coordinating transportation and parking. Event planning also includes some or all of the following depending on the event: developing a theme or motif for the event, arranging for speakers and alternate speakers, coordinating location support (such as electricity and other utilities), arranging decor, tables, chairs, tents, event support and security, catering, police, fire, portable toilets, parking, signage, emergency plans, and cleanup.
- C.5.3.2.** Event Support - Relates to service assistance (support) once all functional elements of a scheduled event have been established and/or a site has been secured. Included in part or in total would be: graphic design, back-drop graphic imprinted signs or panels, onsite support personnel for registration, surveys, workshop facilitators but not presenters, greeters, and other services that are ancillary to the successful event outcome.
- C.5.3.3.** Business Development – Services aimed at developing and implementing opportunities to expand within and between organizations and aiding in furthering a User's mission.
- C.5.3.4.** Project Management – Services assisting a User in the initiation, planning, executing, controlling, and finalization of projects in order to achieve a User's goals while meeting specific criteria for success.
- C.5.3.5.** Quality Assurance – Services that assist Users in ensuring a desired level of quality of service, through attention to process stages and efficiencies.
- C.5.3.6.** Public Relations - Includes: Research, planning, communication, dialogue and evaluation, public attitudes, definition of the policies, procedures, and interests of an organization. More specifically publicity events, photo ops or publicity stunts, speeches to constituent groups and professional organizations, receptions, seminars, and other events, personal appearances, collateral literature (both offline and online), direct communication (carrying messages directly to audiences, rather than via the mass media) with, for example, printed or email newsletters, blogs as well as social media, and social networks.
- C.5.4.** Category III Definition-Creative Services
- C.5.4.1.** Art & Graphic Design – Includes: Images, patterns, layouts, and other graphic devices composed into a coherent distinctive design intended for printing and/or for advertisements and printed materials. Awarded Suppliers will provide copywriting and technical writing services, create sketches, drawings, publication designs and typographic layouts, and furnish custom or stock artwork (including electronic artwork.)
- C.5.4.2.** Commercial Photography - Includes: Taking pictures, photo development, enlargements, hardcopy and/ or digital pictures (black and white or color) for advertisement, merchandising, product placement, brochures, leaflets, and other communication services.
- C.5.4.3.** Video Production - Includes: The development, creation and production of television programs, television commercials, training videos, and videos to raise public awareness about services, educate learners, train staff, and deliver brand messages. Essential functions include services to produce quality videos, content, production quality, and clarity. Awarded Suppliers will be responsible for project

management, content development, creative script, finding talent, scouting filming locations, filming, and editing.

C.5.5. Category IV Definition - Advertising and Marketing Services

C.5.5.1. Marketing - Includes: Brand development, strategic planning, focus groups, video, PSA/commercials/radio spots development & production, event materials development, graphics, packaging, analytics & monitoring, email & social media marketing, mobile application development, search engine optimization & outreach, web development, media placement, qualitative use of mainstream and ethnic-based TV and radio advertising reach through targeted programming, and pre-/post-campaign evaluations.

C.5.5.2. Advertising - Includes: The development, production (drafts, proof, edits, and finals) & positioning of specific messaging content in any identified or to be identified approved mainstream and ethnic communication mediums (newspapers, magazines, broadcast media, advertising media, social media, direct mail, billboards and posters, transit advertising, and promotional items) to reach a predetermined audience/demographic market. Includes services to promote awareness, disseminate information, enable public understanding of complex technical and social issues, etc.

C.5.6. Category V Definition - Integrated Marketing Services

C.5.6.1. Must include all functions of a full-service marketing & advertising agency and cover services offered under the categories above. The Integrated Marketing Services Category is broad in scope so that departments can develop scopes of work that may require a variety of services offered under this contract.

C.5.7. Category VI Definition – Value Added Proposals

C.5.7.1. Suppliers may propose additional services not otherwise included in the solicitation. Suppliers must describe how these services would add value to the State and meet all other evaluation requirements listed in Section D. These additional services must be within the scope of the contract and not otherwise detailed in the other award categories. The State reserves the right to utilize options that are deemed to provide value to the State.

C.5.8. Category VII Definition – Direct Media Buys

C.5.8.1. May include updated graphics regarding existing campaign materials (refresh and revise) including posters, promotional materials, displays, web site graphics, and television/digital video Public Service Announcements (PSAs).

C.5.8.2. May include updating and expanding creative messaging regarding an existing campaign including posters, promotional materials, displays, web site graphics, and television/digital video PSAs).

C.5.8.3. May include expansion of an existing web site and necessary edits/design to include new message and links.

C.5.8.4. May include targeted media buys and direction related to a statewide messaging campaigns targeting certain established populations.

C.5.8.5. May include the purchase of broadcast and digital media messaging.

C.5.8.5.1. Digital media as in web based direct ads (Pop-ups).

C.5.8.5.2. Public Service Announcement (PSA) will pop-up when you go to a website.

C.5.8.5.3. These can be on phone or other devices.

C.5.8.6. May include grass-roots campaign/training including:

C.5.8.6.1. Development of an awareness tool kit with outlined activities, support materials, public messages (including social media), and other items as part of an existing campaign.

C.5.8.6.2. Local coalition training regarding promotion and education as part of an existing campaign.

C.5.8.6.3. Community events including assistance and promotional/awareness support.

C.5.9. Category VIII Definition – Outdoor Advertising

C.5.9.1. Highway/Road Billboards – Paint, Panel, or Digital

C.5.9.1.1. Location – the physical location of the board(s).

C.5.9.1.2. DEC/Traffic Counts/Impressions – the number of people on a daily or weekly basis that see the board.

C.5.9.1.3. Readability – how easily read is the message on the board as you are driving by – how long of a read is it?

- C.5.9.1.4. Availability – does the desired location have a board that is available to put under contract?
- C.5.9.1.5. Price – the board cost on a monthly basis.
- C.5.9.1.6. Paint and panel production fees – the cost to produce for things like vinyl and extensions.
- C.5.9.2. Bus Panel – Panel or Paint
 - C.5.9.2.1. DEC/Traffic Counts/Impressions – the number of people on a daily or weekly basis that see the board.
 - C.5.9.2.2. Readability – how easily read is the message on the board?
 - C.5.9.2.3. Availability – does the desired route of the bus have a board that is available to put under contract?
 - C.5.9.2.4. Price – the board cost on a monthly basis.
 - C.5.9.2.5. Production fees – the cost to produce.
- C.5.9.3. Streetcar Advertising – Panel or Paint
 - C.5.9.3.1. DEC/Traffic Counts/Impressions – the number of people on a daily or weekly basis that see the board.
 - C.5.9.3.2. Readability – how easily read is the message on the board?
 - C.5.9.3.3. Availability – does the desired route of the bus have a board that is available to put under contract?
 - C.5.9.3.4. Price – the board cost on a monthly basis.
 - C.5.9.3.5. Production fees – the cost to produce.
- C.5.9.4. Mobile – Billboards on Trailers
 - C.5.9.4.1. Readability – how easily read is the message on the board?
 - C.5.9.4.2. Production fees – the cost to produce.
 - C.5.9.4.3. Price – the board cost.

C.6. Mandatory Requirements

- C.6.1. All Suppliers must accept the State's Terms and Conditions to be considered for award.
- C.6.2. A Supplier must have a minimum of 36 months in the advertising and marketing industry preceding the date of this bid submission.

C.7. General Requirements

- C.7.1. The Supplier must resolve complaints within ten business days of a written complaint to OMES, Central Purchasing.
- C.7.2. All reporting must be submitted on a timely basis.
- C.7.3. Central Purchasing will be the final authority in resolving all disputes concerning awards utilizing this contract.

C.8. Product Samples

- C.8.1. Suppliers must provide samples for their applicable categories of the SW0135 solicitation. Under this section Suppliers must submit a minimum of one sample for each category bid.
- C.8.2. Suppliers must not submit more than 5 samples for each category to which a Supplier is responding. Suppliers should submit a separate sample section for each category being bid.
- C.8.3. Samples for evaluation may include some of the following areas of expertise with documented results:
 - C.8.3.1. Repositioning of a product.
 - C.8.3.2. Marketing to a specific market.
 - C.8.3.3. Developing and launching new products.
 - C.8.3.4. Issue or cause related marketing.
 - C.8.3.5. Strategic planning for the public sector.
 - C.8.3.6. Direct marketing as part of an advertising campaign.
 - C.8.3.7. Direct television placement.

- C.8.3.8.** A complete multi-media campaign based on a new strategic direction (not an extension of an existing campaign) developed through finished production.
- C.8.3.9.** A new product introduction campaign that included multiple elements and executions.
- C.8.3.10.** An image campaign that also included retail executions (TV/radio, TV/Print, etc.).
- C.8.3.11.** Provide the firm's best low budget television commercial with cost.
- C.8.3.12.** Planning and purchasing all media, including television, radio, print, out-of-home, etc.
- C.8.3.13.** A creative unexpected form of media.
- C.8.3.14.** An impactful low budget media plan.
- C.8.3.15.** A promotion negotiated by your firm that was executed through a media buy.
- C.8.3.16.** Examples of expertise in the category of Creative Services, arts & graphic design, commercial photography and/ or video production, such as logo or package design, and collateral materials, etc.
- C.8.3.17.** Examples of expertise in the category of Event Planning & Event Support.
- C.8.3.18.** Direct media buy.
- C.8.3.19.** Outdoor advertising.
- C.8.4.** Suppliers are not expected to include all of the areas of expertise listed above.
- C.8.5.** The State of Oklahoma reserves the right to determine whether product samples submitted by Suppliers are acceptable.
- C.8.6.** No bids will be evaluated without the submission of product samples.

C.9. Sample Statement(s) of Work

- C.9.1.** All Suppliers are to provide a sample statement of work in each category for which they are submitting a response.

C.10. Supplier Qualifications

- C.10.1.** Company certifications and affiliations.

- C.10.1.1.** Company affiliations.

- C.10.1.1.1.** Suppliers are asked to identify all certifications and professional affiliations associated with the company and key individuals within the company.

- C.10.2.** Business experience.

- C.10.2.1.** Business Background.

- C.10.2.1.1.** Suppliers are to describe their experience in working with engagements that depend upon strategic positioning and developing/growing brands.
- C.10.2.1.2.** Suppliers are to describe their experience in working with engagements for defined and/or specialized target markets.
- C.10.2.1.3.** As required under solicitation section C.8, Product Samples, Suppliers are to provide a sample of landmark work that focuses on its full and in-house capabilities for their applicable bid categories.
- C.10.2.1.4.** Suppliers are to identify how their company is presently organized. A description of the current ownership, incorporation, and business size is to be included.

- C.10.2.2.** Years in Business - Years in the Industry.

- C.10.2.2.1.** Suppliers are to state the number of years it has been in the industry of this solicitation and define the scope of services performed during this time. A minimum of 36 months preceding the date of this bid submission is required.

- C.10.2.2.2.** Suppliers are to describe their experience with government agencies, if any.

- C.10.2.3.** Largest Customers.

- C.10.2.3.1.** Suppliers are to identify the number of contractual agreements in place, the length of the relationship, as well as previous contracts with governmental entities or other entities of similar size as the State of Oklahoma.

- C.10.2.3.2.** Suppliers are to state the services provided to each of the largest customers identified above (i.e marketing, advertising, event planning, creative services, etc.)

- C.10.2.4.** Organizational Chart.

- C.10.2.4.1.** Each Supplier is to submit a copy of their Organizational Chart identifying staff by name (or initials), position title, and responsibilities.
- C.10.2.5. Business Profile.**
 - C.10.2.5.1.** Suppliers are encouraged to submit a one-page business profile outlining the Supplier's overall operations related to providing the services offered under this bid. Relevant business history and local affiliations may be included here. The State may use aspects of the business profiles of awarded Suppliers to advertise Suppliers on contract.
- C.10.2.6. Category Expertise.**
 - C.10.2.6.1.** Suppliers are to describe their specialized service and provide detailed information on their expertise and core competencies for each applicable category of their response. Suppliers should clearly separate their category expertise into sections identified by the applicable category being bid.
 - C.10.2.6.2. Core Competencies should include the following detailed information for each applicable category of the bid response:**
 - C.10.2.6.2.1.** Information on company resources available in-house.
 - C.10.2.6.2.2.** Information on the strategic and/ or account planning process.
 - C.10.2.6.2.3.** Explanation on the Supplier's process for planning direct marketing.
 - C.10.2.6.2.4.** Explanation on the Supplier's process for creative development.
 - C.10.2.6.2.5.** Explain how the firm develops a media plan for a client, including how it establishes goals, spending, allocations, buying parameters, and defines target audiences.
 - C.10.2.6.2.6.** Explanation of how the Supplier will insure that the State of Oklahoma receives the maximum value for its media dollar, include, any bonus capabilities for media buys.
 - C.10.2.6.2.7.** Suppliers should provide details about procedures/checkpoints employed to insure cost efficiency and cost effectiveness in areas such as: media buying, creative planning and development, advertising production, research etc.
- C.10.2.7. Subcontracting.**
 - C.10.2.7.1.** Suppliers are asked to identify applicable categories that will be subcontracted for the duration of the contract. Subcontracting is subject to User approval.
 - C.10.2.7.2.** Suppliers are to list the names of subcontracting Suppliers.
 - C.10.2.7.3.** Suppliers are to list the experience of the subcontracting Suppliers and the service categories they will be subcontracted for under this solicitation.
- C.10.2.8. Financial stability including bankruptcy, litigation, and contract defaults.**
 - C.10.2.8.1.** Suppliers are to identify their financial business model that will be able to support and fund their daily business under any contract awarded from this solicitation. Suppliers must disclose any bankruptcy, litigation, contract defaults, or disbarment. Suppliers may be automatically disqualified if any financial constraint or litigation poses an adverse effect on their ability to provide services under this contract.
- C.10.2.9. References/past performance and reference information and/or requirements.**
 - C.10.2.9.1.** Suppliers are required to submit five (5) business references from customers with whom there is a standing relationship of one (1) year or greater duration. Reference sheets will be provided and are to be completed by Suppliers' customers and included in the response to the solicitation (Attachment B).
 - C.10.2.9.2.** References are to include the largest customers in Oklahoma if available.
 - C.10.2.9.3.** References are to include the largest State Government customers if available.
- C.10.2.10. Account Manager Requirements.**
 - C.10.2.10.1.** Suppliers are to indicate the person to be the Contract Account Manager and provide the contact information for that person.
 - C.10.2.10.2.** Account Manager are to have a minimum of 24 months of experience in advertising, marketing, and event planning services for the bid categories they are submitting a response for, as well as experience with billing issues/negotiation experience with contracts for advertising, marketing, and event planning services.

C.10.2.10.3. Suppliers should provide technical/business experience, certifications, and licenses of the designated Contract Account Manager.

C.10.2.10.4. Suppliers should provide a brief biography for the Contract Account Manager.

C.10.2.11. Resumes

C.10.2.11.1. Suppliers are to attach resume(s) of account management team assigned to this solicitation.

C.11. Project Narrative

C.11.1. Suppliers are to submit a narrative detailing how they intend to meet the requirements of the solicitation and provide necessary services to the State of Oklahoma. This narrative should be thoughtful and show an understanding of the contract and the Supplier's ability to meet the State's needs.

C.12. Supplier's Rates

C.12.1. Suppliers are to provide a list of their agency's rates/hourly rates with their response.

D. EVALUATION

D.1. Best Value Criteria

D.1.1. The State intends to award to multiple Suppliers as a result of this solicitation. Said contract will be awarded to the Suppliers whose responses, conforming to the solicitation, are deemed best value.

D.1.2. The evaluation criteria is listed in no particular order.

D.1.2.1. Product samples (C.8).

D.1.2.2. Sample Statement of Work (C.9).

D.1.2.3. Supplier qualifications (C.10).

D.1.2.4. Project narrative (C.11).

D.1.2.5. Supplier's rates (H.1).

D.1.2.6. Other desirable or optional value added specifications (C.5.7).

E. INSTRUCTIONS TO SUPPLIER

E.1. Response Format

E.1.1. Supplier is to submit two (2) complete copies of their response on USB Flash Drive/Thumb Drives which include the completed proposal including the scanned images of the required OMES signed forms, and any other required documents listed in this RFP. Original hard copies are not required. Faxed or emailed responses will not be accepted. Please mark the USB Flash Drive/Thumb Drives with the company name, solicitation number, and closing date. This requirement supersedes the hard copy requirement listed in A.2.4.

E.1.2. Supplier is to submit their response copies to the OMES, Central Purchasing address listed on the front page of this solicitation.

E.1.3. Please ensure that your USB Flash Drive/Thumb Drives or CDs are marked clearly with the RFP Number.

E.1.4. PDF is an acceptable format for solicitation responses. This overrides requirements of A.2.4.

E.2. Solicitation Submission

E.2.1. Each category in which a Supplier is bidding should be separate and clearly identified. Suppliers are only required to provide responses/samples/etc. for categories in which they are bidding.

E.3. Response Instructions

E.3.1. Suppliers are to complete and return the Responding Bidder Information Form and supply any required information listed in that form.

E.3.2. Suppliers are to complete and return the Non-Collusion Form.

E.3.3. Suppliers are to provide their signature and date on B.21.

E.3.4. Suppliers are to provide samples for each category being bid. Suppliers are to follow the instructions listed in C.8, Product Samples.

E.3.5. Suppliers are to provide a sample statement of work in each category for which they are submitting a response as listed in C.9, Sample Statement(s) of Work.

- E.3.6.** Suppliers are to respond to the following items listed under C.10, Supplier Qualifications:
 - E.3.6.1.** Company certifications and affiliations (C.10.1).
 - E.3.6.2.** Business Background (C.10.2.1).
 - E.3.6.3.** Years in Business – Years in Industry (C.10.2.2).
 - E.3.6.4.** Largest Customers (C.10.2.3).
 - E.3.6.5.** Organizational Chart (C.10.2.4).
 - E.3.6.6.** Business Profile (C.10.2.5).
 - E.3.6.7.** Category Expertise (C.10.2.6).
 - E.3.6.8.** Subcontracting (C.10.2.7).
 - E.3.6.9.** Financial stability including bankruptcy, litigation, and contract defaults (C.10.2.8).
 - E.3.6.10.** References/past performance and reference information and/or requirements (C.10.2.9).
 - E.3.6.11.** Account Manager Requirements (C.10.2.10).
 - E.3.6.12.** Resumes (C.10.2.11).
- E.3.7.** Suppliers are to submit a narrative detailing how they intend to meet the requirements of the solicitation and provide necessary services to the State of Oklahoma as listed in C.11, Project Narrative.
- E.3.8.** Suppliers are to provide a list of their agency's rates as listed in H.1, Supplier's Rates.
- E.3.9.** If applicable, Suppliers are to list other desirable or optional value added specifications (C.5.7).

F. CHECKLIST

- F.1.** Responding Bidder Information Form. _____
- F.2.** Non-Collusion Form. _____
- F.3.** Signature and Date on B.21. _____
- F.4.** Response to Section E Requirements. _____
- F.5.** Five Attachment B – Past Performance/References

G. OTHER

G.1. Question Submittal

- G.1.1.** All questions regarding this solicitation must be submitted in writing and are to be emailed no later than **November 22, 2019 at 11:00 a.m.** Central Standard Time. Questions are to be emailed to Linda.Lechtenberg@omes.ok.gov. Questions received after this date will not be answered. If any questions are received, an amendment to this Solicitation will be posted on our website after this deadline listing all questions received and their answers. In addition, suppliers will be notified the amendment is on our website. Any communication regarding this solicitation must be sent to the Contracting Officer listed above. Failure to do so (contacting agency personnel directly), may result in your proposal being deemed as non-responsive. Please be sure to reference the solicitation number when emailing questions.

G.2. Attachments

- G.2.1.** Attachment A – Usage Report Template
- G.2.2.** Attachment B – Past Performance/References

H. PRICE AND COST

H.1. Supplier's Rates

- H.1.1.** Suppliers are to provide a list of their agency's rates/hourly rates with their response.
 - H.1.1.1.** This list should cover position and service rates.