



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

**Solicitation**

1. **Solicitation #:**

2. **Solicitation Issue Date:**

3. **Brief Description of Requirement:**

[Empty box for Brief Description of Requirement]

4. **Response Due Date<sup>1</sup>:**

**Time: 3:00 PM CST/CDT**

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

Personal or Common Carrier Delivery:

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

U.S. Postal Delivery:

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

6. **Solicitation Type** (check one below):

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

7. **Requesting Agency:**

8. **Contracting Officer:**

Name:

Phone: (405)

Email:

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



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

**Responding Bidder Information**

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

1. **RE: Solicitation #** \_\_\_\_\_

2. **Bidder General Information:**

FEI / SSN : \_\_\_\_\_ VEN ID: \_\_\_\_\_  
Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Contact Title: \_\_\_\_\_  
Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_  
Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>1</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. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

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

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

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

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



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

**Certification for Competitive  
Bid and/or Contract  
(Non-Collusion Certification)**

*A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.*

Solicitation or Purchase Order #: \_\_\_\_\_

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

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

\_\_\_\_\_  
Certified This Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

**TABLE OF CONTENTS**

A GENERAL PROVISIONS.....5

B. SPECIAL PROVISIONS .....9

C. SOLICITATION SPECIFICATIONS.....12

D. EVALUATION .....15

E. INSTRUCTIONS TO SUPPLIER .....16

F. CHECKLIST .....19

G. OTHER .....19

H. PRICE AND COST .....19

I. Price Proposal.....22

J. Request for Task Order Proposal .....23

K. Financial Capacity Affidavit.....24

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## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

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

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

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

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed "Responding Bidder Information", DCS-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2.** Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All bids shall be legibly written or typed. Any corrections to bids shall be initialed. Pencil bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

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

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

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

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

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

By submitting a response to this solicitation:

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

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

**A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

## **A.6. Bid Opening**

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

## **A.7. Bids Subject to Public Disclosure**

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

## **A.8. Late Bids**

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

## **A.9. Legal Contract**

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

## **A.10. Pricing**

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

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

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

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

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

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

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

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

- A.14.1.** The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the DCS website at the following link:  
<https://www.ok.gov/dcs/vendors/index.php>.

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

- A.15.1.** The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

### **A.16. Delivery, Inspection and Acceptance**

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

### **A.17. Invoicing and Payment**

- A.17.1.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

### **A.18. Tax Exemption**

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

### **A.19. Audit and Records Clause**

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three year retention period, whichever is later.

## **A.20. Non-Appropriation Clause**

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

## **A.21. Choice of Law**

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

## **A.22. Choice of Venue**

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

## **A.23. Termination for Cause**

- A.23.1.** The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.23.3.** If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

## **A.24. Termination for Convenience**

- A.24.1.** The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

## **A.25. Insurance**

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

## **A.26. Employment Relationship**

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

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

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

- B.1.1.** The initial contract period shall begin on the date of award and run through January 31, 2012. The contract shall include the option to renew for three (3) additional one-year contract periods. Renewal shall be at the sole discretion of EDGE, and be based on Awarded Vendor's performance, the needs of EDGE and availability of funding:

Initial Contract Period:	Date of Award – Dec 2012
Optional Renewal Periods:	Jan 2013 – Dec 2013
	Jan 2014 – Dec 2014
	Jan 2015– Dec 2015

### **B.2. OTHER TERMS AND CONDITIONS**

- B.2.1.** Access to Records Requirements: The Awarded Vendor agrees to maintain required records and supporting documentation, for validation of costs billed to the State for three years from the ending date of the contract. The Awarded Vendor also agrees to allow the State Auditor's Office, GAO, the Oklahoma Department of Central Services, EDGE, or their authorized representatives, access to the records, books, documents, accounting procedures, practices or any items of the service provider relevant to this contract, for purpose of audit and examination. The Awarded Vendor further agrees to assure appropriate access by the aforementioned parties to any sub-contractor's associated records. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues, which arise from it, or until the end of the regular three-year period, whichever is later.
- B.2.2.** EDGE may routinely request supporting documentation to validate vendor payments.
- B.2.3.** Advance Payments Prohibited: No payments in advance of, or in anticipation of, goods or services to be provided under this contract shall be made by EDGE.
- B.2.4.** Amendments: Any modifications or amendments to this contract shall be in writing, dated and executed by both the Awarded Vendor and EDGE, and must receive final approval by the Department of Central Services.
- B.2.5.** Approval of Materials: The Awarded Vendor shall not begin final production, publication, or commercial distribution of any media products related to this contract until receiving prior written approval of the print copy or broadcast script from EDGE. EDGE approvals may be transmitted by email. Correction or reproduction of unacceptable work shall be made at no cost to EDGE, and any services corrected or redone shall be subject to this clause to the same extent as work initially performed. Failure or refusal to correct or redo unacceptable work may result in correction or replacement with similar services and charges to the Awarded Vendor for the cost incurred to EDGE, or an equitable adjustment in the contract price. The Awarded Vendor is responsible for performing all inspections and tests necessary to substantiate that the supplies or services provided under this contract conform to legal requirements and terms and conditions of this contract.
- B.2.6.** Assignment and Delegation: If the Awarded Vendor cannot perform the services as identified in this contract, in whole or in part, the Awarded Vendor will be responsible for subcontracting the services or making alternative arrangements for the provisions of the services. The Access to Record clause as stated above shall be included in any subcontract. The Awarded Vendor will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. The subcontracting of services shall not relieve the Awarded Vendor of any responsibility for performance under this contract.
- B.2.7.** Awarded Vendor's Relation to EDGE: The Awarded Vendor is in all respects an independent Contractor and is neither an agent nor an employee of EDGE. Neither the Awarded Vendor nor any of its officers, employees, agents, or members shall have authority to bind EDGE nor are they entitled to any of the benefits or worker's compensation provided by EDGE to its employees.
- B.2.8.** Cancellation Clause: This contract shall be in force until the expiration date, or until 30 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by Certified Mail to the business address of record. In the event either party cancels this contract, EDGE shall be responsible for reimbursement for goods or services received or provided prior to cancellation date. EDGE shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.
- B.2.9.** Confidentiality: Neither the Awarded Vendor nor its employees or sub-contractors shall disclose details of the services to be provided under this contract, to any person (s) except those engaged in its performance and only then to the extent required for the services being provided.
- B.2.10.** Contract Monitoring Plan: As a vendor with EDGE, the Awarded Vendor's contract will be monitored to insure compliance with the Terms and Conditions outlined in this contract. Typical monitoring activities may include site visits, review of contractually required deliverables, invoice review, verification of licensure and/or insurance

required, and other monitoring activities. As stated previously in this RFP, all communications during the RFP process must be directed to the DCS Buyer. After award of the contract, all communications related to this contract terms will be between the Awarded Vendor's Contact Person and the EDGE Contract Monitor. The EDGE Contract Monitor for this contract will be given to the vendor after the award of this proposal. After award of the contract, all communications related to the technical and programmatic aspects of a Task Order shall be between the Awarded Vendor's identified Contact Person and the EDGE Contract Monitor. Each task order activated will be identified and coordinated through the contract monitor.

- B.2.11.** Entire Agreement: This contract, including referenced attachments, represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.
- B.2.12.** Equipment and Other Purchases: It is understood that no items of equipment, property or other capital purchases shall be reimbursed under the provisions of this contract. Equipment is defined as an article of non-expendable, tangible personal property having a useful life of more than one year and an acquisition cost, which equals \$500 or more.
- B.2.13.** Event of Default: In the event the Awarded Vendor fails to meet the terms and conditions of this contract or fails to provide services in accordance with the provisions of the contract, the State of Oklahoma at its sole discretion, may withhold payments claimed by the Awarded Vendor or may by written notice of default to the Awarded Vendor, cancel this contract. Cancellation due to default shall not be an exclusive remedy, but shall be in addition to any other rights and remedies provided for by law. In the event a Notice of Cancellation is issued, the Awarded Vendor shall have the right to request a review of such decision as provided by the rules and regulations promulgated by the State of Oklahoma Department of Central Services, Central Purchasing Division. \*Exception to standard cancellation clause of thirty (30) days notice.
- B.2.14.** Evidence of Insurability: Within five (5) business days of receipt of notice of award, the Vendor shall furnish evidence in the form of a Certificate of Insurance satisfactory to EDGE that insurance in the following kinds and minimum amounts has been secured. Failure to provide proof of insurance as required may result in contract cancellation.

The Vendor shall be required to maintain the following types and amounts of insurance during the term of the Contract:

General liability insurance in the amount of at least \$250,000.00;

Worker's Compensation in accordance with applicable Federal and State worker's compensation requirements

An insurance company authorized to do business within the State of Oklahoma shall issue the insurance required above. Insurance is to be placed with a carrier that has a rating of A or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by EDGE, by submitting a copy of the contract and evidence of insurance before commencement of any work by the Vendor.

The Vendor shall provide EDGE evidence of any renewed insurance policies within thirty (30) days prior to the expiration of the then existing insurance policy during the term of the Contract.

General Liability Policy (ies) and Certificates of Insurance must reference EDGE's Contract number and shall specifically name EDGE as an additional insured.

The limits of insurance required to be provided by the Vendor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Vendor from liability in excess of such limits.

All policies shall be primary over any other valid and collectable insurance.

Vendor shall include all subcontractors as insured's under all required insurance policies, or shall furnish separate certificates of Insurance and endorsements for each subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of subcontractor(s) to comply with insurance requirements does not limit Vendor's liability or responsibility.

- B.2.15.** Failure to Comply Statement: The Awarded Vendor shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Awarded Vendor agrees that should it be in noncompliance, the contract may be suspended or canceled in part or in whole. Compliance with the requirements shall be the responsibility of the Awarded Vendor, without reliance on or direction by EDGE. In the event the contract is canceled, EDGE through DCS may enter into a contract with an available agency having scored in the evaluation process, for performance of remaining contract work.
- B.2.16.** Force Majeure: Neither the Awarded Vendor or EDGE shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

- B.2.17. Intellectual Property Rights:** The Awarded Vendor warrants that the purchase, use or sale of goods or services covered by this contract do not and will not infringe any patent, trademark, copyright, trade secret or other intellectual property right. The State of Oklahoma shall own all intellectual property rights resulting from any design or development work by the Awarded Vendor in conjunction with this contract.
- B.2.18. Invoicing:**
- The following procedures will be utilized for billing EDGE:
- A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered and include the following items:
- Name, address and FEI number of the Awarded Vendor, Invoice date, Period covered by invoice, Purchase order number, Any other data, reports, information or documentation required by other conditions of the contract, Detail of the services provided and be in accordance with the terms and conditions of this agreement, Affidavits and tear sheets for proof of performance and positioning placement shall be provided
- The invoice shall be submitted to:
- Economic Development Generating Excellence  
800 Research Parkway, Suite 330  
Oklahoma City, OK 73104
- The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Awarded Vendor. EDGE may withhold or delay payment to the Awarded Vendor for failing to provide required programmatic documentation and/or requested financial documentation. The Awarded Vendor assures that all costs billed will be supported by documentation that will include, but not limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization. The Awarded Vendor further assures that all billings will be based on actual costs incurred and is in accordance to the price schedule as provided during the RFP process. If the Awarded Vendor is unable to support any part of their claim to EDGE and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the Awarded Vendor, the Awarded Vendor shall be liable to EDGE for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and discovery of said part of claim. Liability under this paragraph shall be determined within two years of the discovery of such misrepresentation of fact or fraud by the Awarded Vendor.
- B.2.19. Mandatory Requirements:** The use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this contract indicate a mandatory requirement or condition. The word "should" or "may" in this contract indicates desirable attributes of conditions and are permissive in nature.
- B.2.20. Other Certifications:** The Awarded Vendor certifies compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973, the Age Discrimination Act of 1975, the Hatch Act, the Pro Children Act of 1994, Drug Free Workplace Act of 1988, the American with Disabilities Act of 1990, Title IX or the Education Amendments of 1972, 31 U.S.C. Section 1352, Public Law 105-78, and the Single Audit Act of 1984; as applicable.
- B.2.21. Ownership of Materials:** Materials produced by the Awarded Vendor at EDGE's expense are owned by EDGE. Provided, the Awarded Vendor shall acquire for EDGE all materials produced or prepared by third parties with whom the Awarded Vendor subcontracts with in connection with the performance of its obligations on behalf of EDGE. Neither the Awarded Vendor nor any of its approved sub-contractors shall have any proprietary rights or interests in the products, materials, developed intellectual properties, 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 EDGE, unless specifically approved in writing by EDGE.
- All materials produced as a result of this contract become the sole property of EDGE. This includes all digital design files and layouts, as well as all final artwork and files. This excludes any stock photography or commercial photography or artwork that may be subject to pre-determined usage fees or ownership/copyright matters.
- The Awarded Vendor agrees not to use EDGE's 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 EDGE in each instance.
- B.2.22. Procurement Integrity:** The Awarded Vendor certifies they have not entered into this contract with this or any other Oklahoma state agency that would result in a substantial duplication of the services or duplication of the end product rendered by the Awarded Vendor or its employees.
- B.2.23. Releases, Licenses and Permits:** When the Awarded Vendor utilizes film, video, digital imagery, photographs, copyrighted materials, artwork, music in any form, property or intellectual contract rights belonging to third parties, the Awarded Vendor shall obtain the necessary releases, licenses, permits or authorizations for the use of such materials and services.

**B.2.24.** Statement of Responsibility and Liability: The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. EDGE shall be responsible for the acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, Title 51, O.S., 2001, §§151 et seq.

The Awarded Vendor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

The Awarded Vendor agrees to indemnify and hold harmless EDGE of any claims, demands and liabilities resulting from any act or omission on the part of the Awarded Vendor and/or its agents, servants, and employees in the performance of this contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

**B.2.25.** Tax Exempt: This purchase is not subject to any state sales tax or Federal excise tax. An exemption certificate will be furnished upon request.

**B.2.26.** Travel and Related Expenses: In accordance with Title 74, Section 85.40 all Vendor travel expenses to be incurred by the Vendor that are part of a service contract shall be included in the total price proposal. The Vendor shall pay for all travel-related expenses incurred by their staff in meetings with or on behalf of EDGE at any location within the state of Oklahoma. It is anticipated that there will be routine meetings/presentations, most of which will take place in Oklahoma City. The Vendor will not be reimbursed for such travel.

Travel costs for creative and production personnel related to media productions and press checks/color approvals and travel costs for any EDGE requested out of state meetings/presentations, will be reimbursed at actual costs not to exceed what is allowable in accordance with Oklahoma State Travel Guidelines (Title 74, Section 500.1 et seq.); such travel must be pre-approved by EDGE.

**B.2.27.** Unavailability of Funding: In the event state or federal grant funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, EDGE may terminate or reduce the contract upon notice in writing to the Awarded Vendor by certified mail. EDGE shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction shall be specified in the notice. In the event of a reduction, the Awarded Vendor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to EDGE. In the event this contract is cancelled under this section, Awarded Vendor agrees to take all reasonable steps to minimize termination costs. EDGE agrees to reimburse Awarded Vendor for all work performed prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. This clause provides exception to the amendment clause and the cancellation clause of thirty (30) days notice.

**B.2.28.** Waiver of Breach: No failure by EDGE to enforce any provisions hereof after any event of default by the Awarded Vendor shall be deemed a waiver of EDGE's rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

## C. SOLICITATION SPECIFICATIONS

### C.1. Background

The Economic Development Generating Excellence (EDGE) is a state economic development agency created to support technology-based research and development, commercialization of technology and entrepreneurial business success to attract capital, create more high-paying jobs, expand and diversify the state's economy, and to provide greater prosperity for Oklahomans now and in the future. EDGE has the following objectives:

- Expand the number of researchers, technicians, support services and associated activity within Oklahoma
- Increase the formation and growth of advanced technology companies in Oklahoma
- Leverage additional federal research grants and/or privately funded research into Oklahoma research institutions
- Improve the health status and quality of life of Oklahomans

To further these objectives and inform the state's citizens, EDGE will contract with a public relations firm to assist the program to achieve greater awareness of and involvement within Oklahoma communities.

EDGE policies and practices are designed to promote the availability of the program to all potential users of the agency's services regardless of geographic location within the state. To remain competitive and profitable virtually all Oklahoma businesses must continually increase the use of innovation and technology

This promotion and marketing activity will strengthen Oklahoma's technology-based economy by attracting more federal funds for applied research, by increasing the number of qualified responses to EDGE solicitations, and by enhancing EDGE's image within Oklahoma.

## **C.2. Scope of Work**

EDGE has three predominant audiences: (1) a targeted group of policymakers and lawmakers who benefit from background information that enables them to effectively evaluate Oklahoma's needs for investments in science and technology, (2) the community of technology researchers and innovators, and (3) all Oklahomans who are stakeholders and will benefit from improved economic conditions and human health created by a targeted investment in scientific and technological research.

EDGE requests proposals for the design of strategies and tools that address the tasks listed below. EDGE may utilize other vendors and in-house resources for these same services for projects not encompassed by specific directives, campaigns or programs assigned to the successful bidder.

- C.2.1.** Build on EDGE's official branding strategy that will ensure programs, printed materials and multi-media presentations are easily identified as belonging to EDGE. Utilize public relations efforts to influence positive editorial on radio, television, online, and print.
- C.2.2.** Provide strategies, marketing, design, and products that enhance the continued development of the EDGE program.
- C.2.3.** Maintain a public relations program that will promote the EDGE program to the various media outlets including regional print, and Web. Also, seek speaking engagements that would be receptive to the message of the Program's activities in promoting economic development through technological advancement.
- C.2.4.** Manage aggressive, proactive media outreach in order to sustain visibility on clearly defined subjects and to clearly defined audiences for greatest success; Contractor will work directly with Agency on proactive messaging on a regular basis.
- C.2.5.** Draft all EDGE press releases and media pitches. Writing, formatting and distribution of press releases to print, online, broadcast media at least three times per month per the direction of the Agency, with follow up on leads and sending regular clippings to the Agency.
- C.2.6.** Design/Develop/Execute an Annual Impact Report for the EDGE program measuring annual success of the EDGE grantees. This will include gathering information through awardee interviews and other applicable processes. Such information will include, secondary/tertiary job creation from EDGE grant funding, EDGE fund leveraging, sub-contractors proliferation, and indirect impacts of the EDGE program on Oklahoma's economy
- C.2.7.** Promote Agency events such as funding competitions, investigator meetings and Board meetings; set up interviews for Agency and industry partners as well as handle press conferences when necessary.
- C.2.8.** This RFP calls for creative planning, graphic design and other services to include contracted printing and electronic news gathering. Any major expenditure must be pre-approved by EDGE through normal consultation.

## **C.3. Contract Award**

- C.3.1.** The contract (comprised of the purchase order, RFP, vendor response, any procedures manual(s) & subsequent revisions) will serve as the governing contract describing the general scope, purposes and requirements of the services to be acquired by EDGE. The contracts will allow EDGE to acquire an indefinite quantity of marketing services during the contract period, with performance by the Awarded Vendor to be scheduled by placing Task Orders with the Awarded Vendor.

## **C.4. Awarded Vendor's Duties**

Upon contract award, duties to be provided by the Awarded Vendor shall include, but not be limited to, the list of general categories shown below. As EDGE determines the need for a campaign or marketing project, the Awarded Vendor will be given specific assignments/duties through the Task Order process defined in Section XI of this RFP. The Awarded Vendor shall:

- C.4.1.** Attend Contractor Meetings at the beginning of each contract period to receive procedures on invoicing, communication flow, task order processes etc.
- C.4.2.** Plan, develop and conduct formative research, which may include state of the art in-depth interviews, use of focus groups, pre-testing of messages and materials, pilot testing of messages, themes, media products in accordance with submitted Task Order(s) from EDGE.
- C.4.3.** Create and produce effective media products and communication tools that offer clear benefits to targeted audience segments. Assure that tactics and messages are culturally appropriate and sensitive to specific target audiences, including closed-captioned messaging for the deaf and hard of hearing. Assure that appropriate approvals are requested and received prior to production. Assure that selected collateral materials contain a cost statement in the format provided by EDGE. Assure that appropriate measures are taken to avoid typographical, graphic errors or omissions in the final products or materials. Provide copies of any formally published report that may be produced by the Awarded Vendor and prepared for public distribution to EDGE. Copies are for submission to the Oklahoma State Publications Clearing House.

- C.4.4.** Produce and deliver presentations on EDGE campaigns, strategies, outcomes and promotions at meetings and/or conferences designated by EDGE.
- C.4.5.** Participate in planning meetings with program stakeholders. Exchange regular and routine communications between EDGE Task Order Monitors. Rely heavily on email documentation and transmission.
- C.4.6.** Remain flexible and demonstrate ability to work with significant time constraints.
- C.4.7.** The Awarded Vendor is expected to utilize good business practices in acquiring the best services for the least cost.
- C.4.8.** Comply with procedures as defined by EDGE to include but not limited to providing signed affidavits for media buys, payment documentation for reimbursable expenses etc.
- C.4.9.** All services provided by the Awarded Vendor pursuant to this contract shall be billed to EDGE in accordance with the pricing schedule submitted during the RFP process. If at any time, the Awarded Vendor utilizes a sub-contractor to fulfill the required services of a Task Order, Awarded Vendor shall bill EDGE the actual rate paid to the sub-contractor, but not to exceed the rate allowed by the pricing schedule.

**C.5. EDGE Duties**

- C.5.1.** EDGE may use other vendors and in-house resources for these same services for projects not encompassed by specific Task Orders. EDGE will make every effort to assure that when other vendors are used, all media efforts will be communicated and coordinated between and among the media vendors, EDGE and other contractors or organizations as appropriate.
- C.5.2.** EDGE will assign a Contract Monitor for general oversight of the contract. Each Task Order will have its own dedicated Task Order Monitor for the day-to-day contact with the Vendor.
- C.5.3.** Assist the Awarded Vendor in determining which reports are for public distribution.
- C.5.4.** Submit all documents and records to the Publications Clearinghouse as required by Oklahoma Statute.
- C.5.5.** Plan and facilitate meetings, review reports and provide the necessary feedback to the Vendor to assure contract compliance.
- C.5.6.** Monitor the contract to assure compliance with the terms and conditions.
- C.5.7.** Review and approve invoices prior to submission for payment.

**C.6. Task Order Process**

As needs arise during the life of the contract, EDGE shall place orders for marketing services by activation of a Task Order. A Task Order will be used to define the work to be accomplished and authorize the delivery of the needed marketing services. All Task Orders shall be governed by the terms and conditions of this contract and upon approval of EDGE are incorporated herein. A Task Order may not increase the scope, or period or of the governing contract. In the event there is a conflict in the terms of a Task Order and this contract, the contract shall prevail.

**C.7. Task Orders Specific**

<b>Task</b>	<b>Estimate \$ Amount</b>	<b>Percent of Total Work</b>	<b>Anticipated Timeline</b>	<b>Completion</b>
Planning and implementing Annual Impact Report			Planning Completion Date	
Maintain Public Relations Program			As needed/ On demand	
Draft EDGE press releases and media pitches (approximately 10 per year)			As needed	
Develop plans for specific projects as required; such planning will be based on requests from the EDGE program			As needed	
Third party additional costs			As needed	

**C.8. Task Orders General**

Task Orders will be developed and formatted using procedures defined by EDGE. During Task Order planning, the Awarded Vendor shall be required to respond to a Task Order Request by providing a proposal of how the Awarded Vendor plans to accomplish the work. EDGE will work together with the Awarded Vendor to develop and finalize a clear understanding and documentation of the marketing services to be accomplished in a Task Order. A Task Order shall include but is not limited to:

Any requirements related to the desired level of audience reach and desired geographic region depending on the project.

A detailed work schedule describing the work to be accomplished, including significant milestones and deliverables.

The period and timeline of performance.

A budget for the required work based on the price proposal that was submitted by the Awarded Vendor during the RFP process. The budget shall identify each category of labor required to perform the work and the corresponding number of hours in each category.

Evaluation methods and/or reporting mechanisms that will be used to track progress and determine the effectiveness of services.

Any other information required by EDGE

If available, artwork files will be made available to the vendor.

In instances where EDGE joint projects are developed, task order requests may direct the vendor with specific instructions regarding the expected interaction.

The Awarded Vendor is not authorized to provide any services or incur any costs on a Task Order until final written authorization has been given by EDGE in accordance with defined procedures.

## D. EVALUATION

### D.1. Proposal Evaluation Process

EDGE will conduct a comprehensive and fair evaluation of the responses received to this RFP. Responses will be evaluated based on Best Value Criteria. Awards will be made upon recommendations of EDGE and final approval issued by the Department of Central Services, Central Purchasing Division.

The evaluation process will consist of two phases:

#### **Phase I: Evaluation of Response Package**

Evaluation of the Response Package will result in a recommendation of the top finalists to advance to Phase II of the evaluation process.

#### **Phase II: Evaluation of Presentations**

The top finalists will be notified that they are entering Phase II of the evaluation process and will be assigned a date, time and location for their presentations.

The top finalist(s) must provide, either before or at the time of the presentation, a minimum of three (3) client references and five (5) supplier references within the past three years whose needs and/or services were similar to the nature and scope of the service outlined in this RFP. Include company name, full address, contact (name, title and telephone), alternate contact (name, title and telephone), description of services provided, effective date and duration of contract, and amount of contract. As with most references, EDGE is attempting to determine reliability, ability to meet deadlines, adherence to timelines and other customer service and performance related issues. EDGE may or may not contact any and all references.

At the presentation, finalists will present their Task Order Proposal Assignment, as submitted with their RFP response, before a review panel. The points awarded in the second phase of the evaluation will be added to the points awarded in the first phase of the evaluation to determine recommendations for contract award.

The following general information on the presentation is included to help potential finalists begin organizing their ideas.

#### **Duration and Location:**

It is anticipated that presentations will be conducted in Oklahoma City and will last up to two hours each. Account management, creative personnel and media placement staff of the Vendor shall play a major role in the presentation.

Note: The presenting agency shall allow sufficient time for a question and answer period within the allotted one hour time frame.

#### **Preparation:**

Presenting agencies will have 15 minutes to set-up for their presentation and are responsible for providing and

setting-up all presentation materials and equipment.

**Components of the Presentation:**

The following components will be presented in the following order:

**Introduction:**

Campaign rationale in a Economic Development (Technology + Innovation) framework.

**Collaboration:**

Key partners including clients, Vendor staff, third-party vendors, and others; include roles, responsibilities, and resources.

**Methods:**

Formative research needs and methods.

Proposed target audience(s) demographics and psychographics.

Campaign strategies, objectives and tactics. Note any targeted efforts to reach specific populations.

**Outcomes:**

Evaluation methods recommended to measure behavioral outcomes.

**Philosophy:**

Describe the Vendor's philosophy regarding why the Vendor would be the most qualified to handle the account and what would the Vendor expect of a client in terms of a good collaborative Vendor/client relationship.

During the presentation, communications between EDGE and the finalists will be limited to information about the presentation process and the presentation itself. As mentioned previously, all inquiries related to the RFP must be directed to DCS at all times. Violation of this requirement could cause a Vendor to be deemed non-responsive to the RFP and disqualified from the process.

EDGE assumes no responsibility or liability for costs incurred by Vendors prior to the contract awarded from this RFP. Costs of developing submissions and presentations will not be billable to the State of Oklahoma or included in the cost proposal.

During the presentation, EDGE is looking for creative ideas that convey original advertising concepts utilizing marketing practices and that have potential to impact our target audiences.

## **E. INSTRUCTIONS TO SUPPLIER**

### **E.1. RFP Response Instructions**

This entire RFP document, any amendments posted by DCS prior to the bid submission due date, the Awarded Vendor's response, any subsequent amendments or modifications, the purchase order and any procedures manuals and subsequent revisions will constitute the *contract*.

The Vendor understands and agrees that all requirements, terms and conditions contained in the contract are the responsibility of the Awarded Vendor and are applicable to the Awarded Vendor's officers, employees, sub-contractors, and all agents representing the Awarded Vendor.

This section of the RFP provides general guidance for preparing proposals as well as specific instructions on the format and content of the proposal. The Vendor's proposal must include all data and information required by the RFP and must be submitted in accordance with these instructions. Non-conformance with the instructions provided in this RFP may result in an unfavorable proposal evaluation.

- E.1.1.** Thoroughly review the **entire** RFP and comply with all instructions and requirements.
- E.1.2.** Issuance of this RFP does not constitute a commitment on the part of EDGE to award or execute a Contract. EDGE retains the right, at its sole discretion, at any time to reject any or all response packages, in whole or in part, to cancel or cancel and reissue this RFP, before or after receipt and opening of response packages, if it considers it to be in the best interest of the State.
- E.1.3.** Do not submit inquiries to or discuss this RFP with any state employee at the Economic Development Generating Excellence Fund Policy Board office. Violation of this requirement could cause a vendor to be deemed non-responsive to the RFP and disqualified from the process.
- E.1.4.** Any inquiries should be directed to the DCS Contracting Officer/Buyer assigned to this RFP. All inquiries and/or responses by the State of Oklahoma must be in writing and authored by a designated official to be binding.

**QUESTIONS REGARDING THIS RFP ARE TO BE SUBMITTED IN WRITING**



**(EITHER FAX OR EMAIL) TO DCS CENTRAL PURCHASING, ATTN: LAURA BYBEE, NO LATER THAN JANUARY 6, 2011.**

**QUESTIONS MAY BE FAXED TO (405) 522-1077**

**QUESTIONS MAY BE EMAILED TO [laura\\_bybee@dcs.state.ok.us](mailto:laura_bybee@dcs.state.ok.us)**

Answers to the questions submitted will be issued via an addendum and will be posted on the DCS website ([www.dcs.ok.gov](http://www.dcs.ok.gov)). Vendors are responsible for checking the DCS website for the addendum.

- E.1.5.** It is the Vendor's responsibility to frequently check the DCS website for any possible addendums, amendments, and/or modifications to the RFP. Acknowledgement of all addendums, amendments and/or modifications to the RFP must be made in accordance with instructions provided on the addendum, amendment, and/or modification documents. EDGE is not responsible for a Vendor's failure to download from the DCS website, any addendum documents required to complete the RFP response.
- E.1.6.** Submit a response to this RFP in the form of a "Response Package." This package must contain responses to each of the Proposal Submission Requirements and any other supporting information and/or documents required by the RFP. All documents and attachments within the Response Package must be labeled and identified accordingly.
- E.1.7.** Complete the Cover Sheet. **(See Appendix B)**
- E.1.8.** Prepare one original and eight (8) copies of the Response Package. All Response Packages and related documents in response to this RFP are public records, under the Freedom of Information Act and the Oklahoma Open Records Act, regarding public access to such documents. Submission by fax is not acceptable.
- E.1.9.** **Appendix C-Price Proposal** and all discussion of pricing shall be submitted under separate cover in a sealed envelope marked "Price Proposal". Submit two (2) copies of **Appendix C-Price Proposal**.
- E.1.10.** **NOTE: Media commissions and mark-ups are NOT allowed under this contract. EDGE will pay only the rates as submitted in the bidder's response.**
- E.1.11.** No oral statements, online click wrap amendments, facsimile, mail or other notification issued by the Vendor shall modify or otherwise affect the terms, conditions or specifications stated in this RFP, unless accepted in writing by the State of Oklahoma.
- E.1.12.** If the Vendor uses abbreviations, acronyms or industry-accepted jargon to complete their response, then the Vendor is required to provide an explanation of the abbreviations, acronyms or industry-accepted jargon.
- E.1.13.** Any information considered "Proprietary or Confidential" by the Vendor shall be submitted with the Vendor's response in a separate envelope marked "Proprietary and Confidential" with the proposal number and closing date on the front of a sealed envelope. The Vendor shall include with the designated information a statement describing the nature of the information and the rationale why it is considered "Proprietary and Confidential." The DCS will not assure Vendors the documents will be treated as confidential. The DCS will review the documents and determine if the information is to be considered a public record under the Open Records Act. Vendors should have their own legal counsel review the applicable statutes and documents prior to submission if concerns exist to confidentiality or proprietary information.
- E.1.14.** A Response Package constitutes an offer by a Vendor to contract with EDGE in accordance with the Terms and Conditions of the RFP and all amendments.
- E.1.15.** Submit the Response Package and the required number of copies, by the time and date specified on the DCS Solicitation Request the address listed on the front of the RFP package.
- E.1.16.** Costs for preparing the responses are solely the responsibility of the Vendor. EDGE will provide no reimbursement for such costs. Any costs associated with presentations to EDGE will be the responsibility of the Vendor and will not be billed to EDGE.

## **E.2. Proposal Submission Requirements**

The Response Package must address each item below in the order presented and numbered accordingly. Failure to address each of the items below in the order presented may cause the Vendor's response to be deemed non-responsive.

### **Management Capabilities**

#### **General Information**

- E.2.1.** Complete Appendix B - Cover Sheet
- E.2.2.** Infrastructure - Describe Vendor's ability to deliver a full range of marketing services and products in the following five dimensions: (3 page limit total for all categories)
  - E.2.2.1.** Reliability
    - Describe how Vendor's service is timely, consistent, accurate, and dependable.

**E.2.2.2. Assurance**

Describe how Vendor's staff has the right knowledge and skills to deliver the service Vendor is proposing.

**E.2.2.3. Empathy**

Describe how Vendor's staff provides caring, individualized attention to customers.

Describe how easy it is to access staff, services and information.

Describe how Vendor's communication with customers is clear, appropriate and timely.

Describe how Vendor provides services that are appropriate to the individual needs of the customer.

Describe how Vendor's staff demonstrates they understand the customer's needs and situation.

**E.2.2.4. Responsiveness**

Describe how Vendor provides prompt service, and resolves problems satisfactorily.

**E.2.2.5. Tangibles**

Describe Vendor's physical facilities, technology/equipment, and employees.

- E.2.3.** Provide resumes of Account Executive, Account Manager/Coordinator, Creative Director, Financial Manager and any other relevant professional staff; include employment history for all related professional experience, education and degrees (including specific dates, names of employers and educational institutions). Include descriptive summaries of any known third-party vendors who may contribute significantly to the performance of the Vendor's proposal.
- E.2.4.** Describe the Vendor's philosophy regarding why the Vendor would be the most qualified to handle the account and what would the Vendor expect of a client in terms of a good collaborative Vendor/client relationship.
- E.2.5.** Describe the Vendor's direct experience with state and/or federal agencies.
- E.2.6.** Provide a complete list of the Vendor's clients from January 1, 2009, through December 31, 2010. Include the following Client information using this sample table format:

Client Name and Address	Approximate size of each account in terms of annual billings or pro bono.	Status of each account as open or closed. State date (and end date for closed accounts)	Reason for discontinuation of closed accounts.
Xxx Company 1222 N. xxxxx xxxx, MO xxxxx	\$500,000	Closed Start 2000 End 2003	Company closed account due to change in company ownership.
Xxxxx 1222 N. xxxxx xxxx, OK xxxxx	\$10,000,000	Open Start 2004	

- E.2.7.** Provide examples of documents that the Vendor uses for managerial processes. Examples may include but are not limited to:

- Account Management
- Project Management and Timelines
- Invoice or Job Order Tracking
- Media Planning

**E.2.8. Experience**

Provide two examples of Vendor's specific experience in developing and coordinating public marketing campaigns. Limit each example to no more than five (5) pages. Submit examples in the following order:

**Introduction:**

Describe campaign rationale.

**Collaboration:**

Describe key collaborators including clients, Vendor staff, third-party vendors and others; include roles, responsibilities, and resources.

**Methods:**

Describe formative research methods and findings.

Describe segmented target audience(s) demographics and psychographics.

Describe campaign strategies, objectives and tactics. Include any targeted efforts to reach specific populations (kids, families, or businesses).

**Outcomes:**

Describe the evaluation methods that were used to measure behavioral outcomes and what were the results of the evaluation.

**E.2.9. Technical**

Submit eight (8) duplicate compact disks (CDs) containing samples of the creative products for the two campaigns described and submitted for the Experience Section above. CD menus must clearly identify the type of creative products (TV, radio, outdoor, print, collateral, web, etc.) and samples must be readable in a GIF or JPEG format. EDGE shall retain these samples.

**E.2.10. Task Order Proposal Assignment**

The **Task Order Proposal Assignment** as presented in **Appendix D** demonstrates the Task Order process that EDGE may use following the contract award. The assignment, while it accurately describes some of the awareness issues EDGE may encounter, is intended only as response criteria for this RFP. Vendor's response to the Task Order Proposal Assignment shall be limited to 2 pages. Any speculative creative developed by the vendor for this assignment will not be included in the 2 page limit.

For the assignment, agencies should gather information and formulate a powerful multi-faceted social marketing strategy that demonstrates the Vendor's understanding of EDGE's challenges and provide creative and innovative solutions.

**E.2.11. Price Proposal**

Using **Appendix C– Price Proposal**, provide prices for each category shown. All pricing information provided by the Vendor must be included on the Price Proposal (**Appendix C**) and no discussion regarding pricing is to be included in the narrative sections of the Vendor's response, except as it relates to the Task Order Assignment. The response to this Price Proposal will be considered the master contract price list for the entire term of this contract including the initial contract period and any subsequent renewal contract periods. Therefore, it is in the interests of EDGE and the Vendor to be as clear, complete and specific as possible. Media commissions and mark-ups are NOT allowed and should not be submitted with the Price Proposal.

**Appendix C-Price Proposal** and all discussion of pricing, except as it relates to the Task Order Assignment, shall be submitted **under separate cover in a sealed envelope marked "Price Proposal"**. Submit two (2) copies of **Appendix C-Price Proposal**.

**E.2.12. Financial Capacity**

Using **Appendix E-Financial Capacity**-the bidder agency shall demonstrate their ability to handle the volume and duration presented in this RFP by signing the Financial Capacity Statement.

**Appendix E-Financial Capacity** shall be submitted with the Price Proposal **under separate cover in the same sealed envelope marked "Price Proposal"**. Submit two (2) copies of **Appendix E-Financial Capacity**.

**F. CHECKLIST**

None

**G. OTHER**

Appendix A through E are provided at the end of this solicitation package.

**H. PRICE AND COST**

None

## APPENDIX A

### Definitions

1. Account Administrator – **the employee of the Awarded Vendor responsible for facilitation and ensuring completion of an individual Task Order Request.**
2. Awarded Vendor – **The Vendor awarded the contract and responsible for performing all services required and terms and conditions within the Contract.**
3. Contract Administrator – **An employee of EDGE responsible for facilitation and administration of the Procurement process related to the Contract.**
4. Contract Monitor - **The employee at EDGE responsible for agency wide coordination and oversight of the Contract.**
5. Contract Officer – **The Department of Central Services employee responsible for soliciting and receipt of offers for this Invitation to Bid.**
6. Cost Reimbursement – **Payment method by which an item is billable to EDGE based on the Awarded Vendor’s actual cost for the good or service and only after the Awarded Vendor has received and paid for the good or service.**
7. Department of Central Services Central Purchasing (DCS) – **The State agency responsible for purchase, lease and rental of supplies, materials and services and equipment for Oklahoma state agencies.**
8. Make Goods – **Make goods are revisions to existing billed media buy on broadcast orders. They occur when a media buyer has to adjust the number of spots, the net cost, or gross amount on an existing broadcast order that has already been billed.**
9. Oklahoma Office of Homeland Security – **A state office tasked with establishing the following strategic objectives for Oklahoma: 1) prevent terrorist attacks, 2) to reduce vulnerability to attacks, and 3) to minimize the damage and recover from a terrorist attack.**
10. Response Package – **A response submitted to the State of Oklahoma in response to this Request for Proposal.**
11. State Fiscal Year – **The period beginning July 1 and ending June 30 of each year.**
12. Task Order – **A document that specifies and authorizes marketing services required by EDGE pursuant to this contract.**
13. Task Order Request – **A written document prepared by either EDGE and submitted to the Awarded Vendor detailing the products and/or services required.**
14. Task order proposal - **a written document that is in response to a task order request supplied by the awarded vendor. This proposal shall include how the services will be provided and the associated costs in accordance with the cost proposal submitted with the awarded vendor’s RFP.**

## APPENDIX B

State of Oklahoma  
Economic Development Generating Excellence

Request for Proposal for  
Marketing Services

### Cover Sheet

- Date
- Vendor's legal name
- Federal Employer Identification Number (FEI)
- Address
- Telephone
- Fiscal Officer
- Executive Officer
- Vendor Address
- Location of Oklahoma office
- Oklahoma address
- Telephone (including area code)
- Contact person for response
- EDGE Contract Monitor: Will be provided after award.
- EDGE Contract Administrator: Will be provided after award
- **Signature** of individual(s) authorized to sign contracts
- **Signature** of individual(s) authorized to sign billings

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## APPENDIX C

### I. PRICE PROPOSAL

Vendors must include a breakdown for the following cost areas for the period January 1, 2012 – December 31, 2012. The prices provided shall be the prices for all of the renewal periods of this contract.

Vendors are not allowed to modify this form in any way. Any type of modification will cause the vendor's response to be deemed non-responsive and not evaluated for an award. All pricing information provided by the vendor, must be included on this Price Proposal. No discussion regarding pricing is to be included in the narrative sections of the vendor's response.

Tier 1: Executive Leadership  
 Tier 2: **Creative and Technical Planning, Direction and Coordination**  
 Tier 3: **Account Support Services**

Service Categories	Hourly Rate Proposals		
	Tier 1	Tier 2	Tier 3
<i>Formative Research</i>	\$ /hr.	\$ /hr.	\$ /hr.
<i>Creative Planning and Production</i>	\$ /hr.	\$ /hr.	\$ /hr.
<i>Media Planning</i>	\$ /hr.	\$ /hr.	\$ /hr.
<i>Evaluation</i>	\$ /hr.	\$ /hr.	\$ /hr.
<i>Account and Financial Management</i>	\$ /hr.	\$ /hr.	\$ /hr.
Hard Costs	Cost Reimbursement		
(Hard costs may include but not be limited to television, radio, outdoor, print, electronic, collateral items, travel*, and outside vendor services excluding any of the services detailed above under the Service Categories heading).	Billable items falling under the Hard Cost category shall be on a Cost Reimbursement basis. These items shall be billed to the EDGE at actual cost and only after the goods or services have been received and paid for by the Awarded Vendor.		
*Travel – <b>Non-reimbursable Travel</b> - The Vendor shall be responsible for payment of all travel-related expenses incurred by their staff for meetings/presentation with or on behalf of the EDGE at any location within the state of Oklahoma. It is anticipated that there will be routine meetings/presentations, most of which will take place in Oklahoma City. The Vendor will <u>not</u> be reimbursed for such travel. <b>Reimbursable Travel - Travel costs for creative and production personnel related to media productions and press checks/color approvals and travel costs for any EDGE requested out of state meetings/presentations, will be reimbursed at actual cost in accordance with Oklahoma State Travel Guidelines (Title 74, Section 500.1 et seq.); such travel must be pre-approved by EDGE.</b>			

## APPENDIX D

### J. REQUEST FOR TASK ORDER PROPOSAL

Title

**Economic Development Generating Excellence Marketing Campaign**

Proposed Period of Performance

**The performance period begins Date of Award and ends Dec 2014.**

Budget Amount

**To Be Determined**

Description of Work

**The proposal for this campaign should include the following:**

**Introduction:**

- **Clearly describe the marketing campaign rationale and guiding principles, including data references, and cite sources if applicable.**

**Collaboration:**

- **Identify and describe key partners and stakeholders and their roles, responsibilities and resources to this campaign.**
- **Identify vendor's staff and their roles in relation to the campaign.**

**Identify any third-party vendors and their role to the campaign.**

**Methods:**

- **Describe use of any formative research needs and methods.**
- **Identify proposed target audience(s) segments.**
  - ✓ **Describe any special populations identified.**
- **Present an integrated, multi-level campaign that includes objectives, strategies, communications channels and tactics.**
  - ✓ **Describe how the "4 P's of Marketing" were applied.**

**Timeline:**

- **Include a project timeline with benchmarks, milestones and responsible parties.**

**Budget:**

- **Provide a detailed budget summary *and* budget narrative for the development and implementation of the campaign.**

**Outcomes:**

- **Describe the various evaluation methods recommended for measuring the campaign's effectiveness.**

