



**Solicitation#:** 1600000057

**Solicitation Issue Date:** 10 Sept 20

**DUE DATES AND TIME (CENTRAL STANDARD TIME):**

**Bid Response:**

3:00 p.m. on 30 Sept 20<sup>1</sup>

**Request for administrative review:**

3:00 p.m. on 18 Sept 20

**Questions:**

3:00 p.m. on 23 Sept 20

**CONTRACT TYPE:**

Agency:

Statewide:

Agency Name/Number: Oklahoma Department of Commerce(ODOC)/16000

**SOLICITATION TYPE:**

Request for Proposal

Request for Quote

Invitation to Bid

**Information technology Bidder Instructions are applicable:**

Yes  No

**Terms regarding sensitive data will be included in the Contract including, but not limited to:**

HIPAA \_\_\_\_\_

CJIS \_\_\_\_\_

FERPA \_\_\_\_\_

OTHER \_\_\_\_\_

1075 \_\_\_\_\_

**RETURN SEALED BID TO:**

OMESCPeBID@omes.ok.gov

**CONTRACTING OFFICER:**

**Name:** Cinnamon Alexander, CPO

**Email:** cinnamon.alexander@omes.ok.gov

Not intended for newsletters or advertisements

**Phone No.** +1.405.365.2581

<sup>1</sup> Amendments may change the Bid Response Due Date (read "Amendments" in these Bidder Instructions)  
09/01/2020

# Oklahoma Office of Management and Enterprise Services Bidder Instructions

Information related to the Bid submission process is contained in these Bidder Instructions. **Prospective Bidders are urged to read the documents provided by the State and these Bidder Instructions carefully. Failure to do so shall be at the Bidder's risk.**

## 1 Definitions

The following terms, when used in these Bidder Instructions, shall have the following meanings:

- 1.1 **Alternate Bid** means a Bid which contains an intentional substantive variation to a basic provision, specification, term or condition.
- 1.2 **Amendment** means a written change, addition, correction or revision to terms, conditions or requirements by the State agency issuing the Solicitation.
- 1.3 **BAFO** means a best and final offer requested by the State agency issuing the Solicitation.
- 1.4 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 1.5 **Bidder** means an individual or business entity that submits a Bid in response.
- 1.6 **Bid Packet** means the order described in these Bidder Instructions in which all Bidders shall insert the relevant sections of a Bid and which shall be the format for all submitted Bids.
- 1.7 **OAC** means the Oklahoma Administrative Code.

## 2 Instructions Compliance

These Bidder Instructions are not part of the Contract; however, compliance with these Instructions is material to the determination of whether a Bid is responsive. Terms, requirements and specifications may be stated or phrased differently than in a previous solicitation irrespective of past interpretations, practices or customs. Bid requirements are altered only by written Amendment and verbal communications from any source whatsoever are of no effect. In no event shall the Bidder's failure to read and understand a term, condition or requirement in any of the documents provided by the State constitute grounds for a claim after award of the Contract.

## 3 Communications and Questions

The Contracting Officer listed on the Bidder Instructions Cover Page is the only individual the Bidder should contact, or communicate with, regarding any questions or issues with the Acquisition. Failure to comply with this requirement may result in the Bid being considered non-responsive or not considered for further evaluation.

### 3.1 Frequently Asked Questions and Answers:

- i. Please review Attachment titled FAQ

### **3.2 General Questions**

**A.** Questions should be concise, identify the relevant document, include specific section references and avoid use of tables or special formatting (use simple lists).

### **B. Non-Information Technology Bids**

If information technology Bidder Instructions are not applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications or requirements to the Contracting Officer's [email address](#) shown on the Bidder Instructions Cover Page. Questions received via any other means will not be addressed.

### **3.3 Clarification Questions**

The State reserves the right, at its sole discretion, to request clarifications of Bid information or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussion shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall submit such clarifications in writing to the Contracting Officer. Bidder answers that are outside scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential Bidder are not binding.

## **4 Administrative Review**

**4.1** A Bidder that believes the Contract or Bid requirements or specifications, or Bid Response Due Date, are unnecessarily restrictive or limit competition may [email](#) a request for administrative review to the Contracting Officer. A request received via any other means will not be addressed. The State shall promptly respond in writing to each written administrative review request, and where appropriate, issue a revision, substitution or clarification through an Amendment. Requests for administrative review shall include the reason for the request, supported by information, and any proposed changes.

**4.2** If a Bidder fails to notify the [Contracting Officer](#) of an ambiguity, conflict, discrepancy, omission or other error in any of the documents provided by the State that is known to Bidder, or that reasonably should be known by Bidder, the Bidder accepts the risk of submitting a Bid and, if awarded the Contract, shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

## 5 Amendments

- 5.1 Any Amendment shall be set forth at the same online link as the Solicitation.
- 5.2 It is the Bidder's responsibility to check the State's website frequently for any possible Amendments that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete a Bid.

## 6 Confidentiality Request

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 after contract award pursuant to OAC 260:115-3-9<sup>2</sup>. However, a public Bid opening does not make the Bid immediately accessible to the public. All material submitted by a Bidder becomes the property of the State. No portion of a Bid shall be considered confidential after award of the Contract except, pursuant to 74 O.S. §85.10, information in the Bid determined to be confidential by the State Purchasing Director or delegate. Typically, a properly submitted confidentiality claim of a potential awardee is reviewed and determined prior to award; a properly submitted confidentiality claim of a **non-awarded Bidder** is reviewed and determined only when responding to an open records request concerning the Bid. Additional information regarding information considered confidential by a Bidder is provided in Section 8.2.C below.

## 7 Acceptance of Content

Unless otherwise provided in Section Four of a Bidder's response, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all State terms and conditions relating to the Contract. Upon award of a contract, such terms and conditions, as may be amended by the Bid after negotiation, shall become contractual obligations between the parties.

## 8 Required Bid Structure

### 8.1 Preparation of Bid

- A. The Bid is required to be structured into separate, labelled and easily identifiable sections using the Bid Packet format provided below. A Bid submitted using any other format may not be accepted. Except for items listed in Section Three of the Bid Packet (information requested to be held confidential), the Bid should not contain duplicative content. Any section of the Bid Packet that is not applicable to the Bid shall have a page inserted to denote the section is not applicable. For instance, if business references are not required, the Bid should contain a page after the "Business References" section heading that reads "Not Applicable", "N/A" or some similar notation.

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<sup>2</sup> OAC 260:115-3-9 is located at

<http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijujrgcln50ob7ckj42tbkdt374obdcli00>

**B.** The Bid will be evaluated using a best value criteria, based on the following:

- i** Branding/Campaign Development
- ii** Video Production
- iii** Online Marketing
- iv** Print Materials
- v** Other Samples of work
- vi** Business References and
- vii** Cost.

**C.** As referenced in subsection 8.2.H, the Bid must reflect for each requirement on Attachment A titled Exhibit 1.

**i Branding/Marketing Campaign Development and Implementation**

Please provide at least two (2) examples of branding/marketing campaigns your firm produced for clients. Campaign elements should include:

- Brand development
- Campaign landing page
- Digital ads
- Social media posts/ads
- Other marketing tactics used, if applicable
- Campaign results (if client allows sharing this information)

**ii Video Production**

Please provide at least two (2) examples of videos your firm produced for clients. Formats accepted: video file, via link to webbased storage file (i.e. dropbox, office365 sharepoint etc), web address to the video hosted on YouTube or other website.

**iii Web Development**

Please provide at least two (2) examples of websites produced for clients which may include full websites, landing pages for special events or products, lead capture or subscribe form pages/overlays, or transactional/interactive websites.

**iv Print Materials**

Please provide at least three (3) samples of print materials that were designed by your firm, which may include brochures, one-sheets, posters, booklets, fliers, magazines, etc.

**v Other (optional)**

You are encouraged to submit examples of other work your firm has performed that do not fall into the above categories.

**C.1. Headquarters or Physical Location of Firm**

- i.** Supplier must be headquartered or have a physical presence in the State of Oklahoma.

- D. As referenced in subsection 8.2.I, pricing shall be proposed as follows:
- i Hourly and/or rates utilizing the table below:

**Please provide hourly or fixed rates for the following activities:**

<b>Service Description</b>	<b>Hourly Rate/Fixed Fee</b>
<b>Account/Project Management</b>	
<b>Research</b>	
<b>Brand/Campaign Development</b>	
<b>Web &amp; Interactive Development</b>	
Art Direction/Graphic Design	
Copywriting	
Creative/Concept Development	
Logic/Interface Design	
Illustration	
HTML5 Animation	
Code Development	
Quality Assurance/Proofing	
Data Entry	
Single Landing Page Development	
<b>Video Production</b>	
Art Direction/Graphic Design	
Copywriting	
Creative/Concept Development	
HD Digital Editing/Compositing	
Producer Fees	
Director Fees	
Make-up Fees	
Transcription/Captioning	
Animation	
<b>Photography</b>	
Photography (In-Studio)	
Photography (Location Shoot)	
Photography Retouching	
<b>Audio Production</b>	
Copywriting	
Creative/Concept Development	
Studio Recording	
Editing	
<b>Print Production</b>	
Art Direction/Graphic Design	
Copywriting	
Creative/Concept Development	
Illustration	

Mechanical Construction	
Quality Assurance/Proofing	
Data Entry	
<b>Maximum Change Order Markup (%)</b>	

Option period rates may be firm fixed rates for all four option periods or a percentage increase not to exceed the latest annual US Consumer Price Index US City Average Inflation Rate for each option period.

If choosing to use the percentage increase, please indicate here:

- Yes, the percentage increase will be used for the option periods.

If choosing to provide firm fix rates for all four options periods, please copy the above table and insert and complete a table for each option and the proposed rate.

If the rates remain the same as the initial contract period, please indicate here:

- Yes, Rates remain the same for all contract periods.

- E.** As referenced in subsection 8.2.J, value-added products and/or services within scope of the Acquisition may be included in the Bid.
- F.** As referenced in subsection 8.2.L, three (3) recent client references surveys are required to establish that a Bidder has successful implementation experience. ( see Exhibit titled Vendor Reference Survey).

## **8.2 Bid Packet Format**

### **A. Section One: Cover Page**

Provide a dated cover page or transmittal letter that identifies the Solicitation and the Bidder and provides Bidder contact information.

### **B. Section Two: Required Forms, Certifications and Disclosures**

- i** Completed “Responding Bidder Information” form set forth and accompanying required documentation.
- ii** Completed “Certification for Competitive Bid and Contract” form.
- iii** Bidder shall additionally provide in this section of its Bid, disclosure of (1) any public contract terminated by a governmental entity or suits or claims against the Bidder for failure to perform in connection with a public contract (including any company which a Bidder has merged with or acquired that will be performing services or providing products if awarded the Contract); (2) any contractual relationship or any other relevant contact with any State personnel or another Bidder or Supplier involved in the development of a Bidder’s response to the Solicitation; (3) the name of any officer, director or agent of the Bidder who is also an employee of the State or any of its agencies; (4) the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder firm or any of its branches and (5) any activity or interest that conflicts or may conflict with the best interest of the State, including but not limited to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Any conflict of interest shall, in the sole discretion of the State, be grounds for rejection of the Bid or partial or whole termination of the Contract.
- iv** Certificate of Insurance and Workers’ Compensation form.
- v** Completed Vendor Payee form.
- vi** Any information requested in connection with subcontractors a Bidder proposes to use in performance of the resulting contract.
- vii** Signed Amendment(s), if any, located at the same online link as the Solicitation.

The Bidder shall acknowledge agreement with each Amendment, if any, by inserting the Amendment in this section, signed by or on behalf of the Bidder.



**C. Section Three: Bid Portions Requested to be Held Confidential**

- i** Any portion of the Bid that the Bidder requests be held confidential shall be listed in this section for independent review regarding confidentiality. For example: “the portion of Section 8 titled Member Satisfaction Survey”. However, the Bid should not be broken apart such that the information requested to be held confidential is only found in this section; rather, such content should be included in the Bid in applicable sections, for efficient evaluation.
- iii** For each portion of the Bid listed as considered confidential, the Bidder must identify the specific information considered confidential and fully comply with **OAC 260:115-3-9<sup>3</sup>** which additionally requires a Bidder to enumerate the specific grounds, based on applicable laws which support treatment of the information as exempt from disclosure and explain why disclosure is not in the best interest of the public. Additional information regarding information considered confidential by a Bidder is provided in Section 6 above.
- iv** A Bid marked in total, as proprietary and/or confidential shall not be considered confidential. Likewise, unless specifically referenced otherwise, resumes, pricing, marketing materials, business references, Voluntary Product Accessibility Templates, additional terms proposed by a Bidder and subcontractor information are not confidential and are not exempt from disclosure under the Oklahoma Open Records Act. The foregoing list is intended to address information often marked confidential that is not exempt from disclosure and is not an exhaustive list.
- v** **ANY INFORMATION MARKED AS CONFIDENTIAL AND EMBODIED ELSEWHERE IN A BID RATHER THAN LISTED IN THIS SECTION OF THE BID PACKET WILL NOT BE CONSIDERED CONFIDENTIAL AND WILL BE SUBJECT TO DISCLOSURE WITHOUT FURTHER REVIEW. THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR A CONFIDENTIALITY CLAIM. LIKEWISE, CONFIDENTIALITY CLAIMS OF A BIDDER WILL NOT BE CONSIDERED IF A BID DOES NOT COMPLY WITH REQUIREMENTS OF OAC 260:115-3-9 AND THE INFORMATION WILL BE SUBJECT TO DISCLOSURE PURSUANT TO STATE LAW.**

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<sup>3</sup> OAC 260:115-3-9 is located at

<http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijjrgcln50ob7ckj42tbkdt374obdcli00>

**D. Section Four: Requested Exceptions to Terms**

- i** Any requested exception or revision to terms or conditions provided by the State shall be inserted in this section using the table provided at the end of these Bidder Instructions. If no exceptions or revisions are requested, the Bid should reflect that by either submitting the table with no additions to it or by inserting a page to denote this section is not applicable. Each requested exception or revision shall identify (i) the document and section reference of the specific affected term and (ii) either that the term is inapplicable and should be intentionally omitted or offer alternative language if the Bidder is requesting revision of the term. Some examples are provided on the table for illustrative purposes only and, if not deleted in a submitted Bid, will be disregarded.
- ii** Use tracked changes to propose alternative language, added language or other revision. Requests not shown as tracked changes may be returned to the Bidder for compliance with this requirement and review will be delayed as a result.
- iii** Each entry on the exceptions table must reference only one subsection or section (if there are no subsections). Including multiple subsections in one entry may result in the table being returned to the Bidder for compliance with this requirement and review will be delayed as a result.
- iv** A clarification question is not an exception and any clarification included in this section will be disregarded.
- v** If the Bid contains a copy of **master** terms between the Bidder and the State that the Bidder believes are applicable to the Acquisition, the Bidder need not take exceptions to the General Terms; however, the remainder of terms and contents of a document provided by the State including, without limitation, all attachments, appendices and exhibits remain applicable and are not supplanted by such **master** terms. Therefore, any exception to terms in the Solicitation or any other document related to the Acquisition, other than General Terms, must be included in this section as an exception.
- vi** **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR EXCEPTIONS AND ANY EXCEPTION EMBODIED IN ANOTHER SECTION OF THE BID OR IN A FORMAT OTHER THAN THE PROVIDED TABLE WILL NOT BE CONSIDERED. LIKEWISE, AN EXCEPTION EXPRESSING ONLY GENERAL DISAGREEMENT WITH A TERM OR A GENERAL EXCEPTION TO ANY STATE TERMS OR CONDITIONS, WITHOUT SUGGESTED ALTERNATIVE WORDING OR IDENTIFYING THAT THE TERM SHOULD BE INTENTIONALLY OMITTED, WILL NOT BE CONSIDERED.**

**E. Section Five: Additional Bidder Terms**

Any additional terms that the Bidder requests be applicable to the Contract shall be inserted in this section and shall be provided in Word format. **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR ADDITIONAL TERMS AND ANY SUCH TERMS NOT SUBMITTED IN THIS SECTION OF THE BID SHALL NOT BE CONSIDERED.** Should a Bidder be awarded a Contract, neither the State nor a customer shall be required to execute additional documents not included in a Bid. For example, if a Bidder typically uses an ordering document in connection with an acquisition, the ordering document template shall be included in the Bid.

**F. Section Six: Master Terms between Bidder and State**

A copy of any master terms, mutually executed by the Bidder and the State, that the Bidder believes are applicable to the Acquisition shall be inserted in this section. Any master terms not submitted in this section of the Bid shall not be considered.

**G. Section Seven: Executive Summary**

The Bidder's executive summary shall be inserted in this section. Marketing information, general company information and other similar information should be included in the executive summary. Avoid duplication of such information in other sections of the Bid; it unnecessarily lengthens the Bid and hinders efficient evaluation.

**H. Section Eight: Response to Specifications and Requirements**

- i** The portion of the Bid to be inserted in this section shows the ability of the Bidder to meet or exceed any Acquisition specifications and requirements.
- ii** If an information technology VPAT is required, the URL link to the Bidder's VPAT shall be inserted in this section at a Bid Packet page referencing the VPAT.
- iii** If an information technology Security Certification and Accreditation Assessment is required, the completed Assessment shall be inserted in this section at a Bid Packet page referencing the Security Accreditation Assessment. The Assessment is located online at [https://omes.ok.gov/sites/g/files/gmc316/f/SecurityCertification-R\\_0.xlsx](https://omes.ok.gov/sites/g/files/gmc316/f/SecurityCertification-R_0.xlsx).
- iv** If service level agreements are required, the proposed service level agreements shall be inserted in this section at a Bid Packet page referencing the proposed Service Level Agreements.
- v** If a Statement of Work is required, the proposed draft shall be inserted in this section at a Bid Packet page referencing the proposed Statement of Work.

**I. Section Nine: Pricing**

Pricing associated with the Bid shall be inserted in this section and shall be in the required structure set forth above in Subsection 8.1, if any.

**J. Section Ten: Offer of Value-Added Products and/or Services**

If a Bid includes an offer of value-added products and/or services, such offer shall be inserted in this section and include associated pricing and any other information relevant to such value-added offer. However, the State is not obligated to purchase value-added products or services.

**K. Section Eleven: Financial Information**

Any required financial and associated information shall be inserted in this section.

**L. Section Twelve: Business References**

Any required business references and associated information shall be inserted in this section.

**M. Section Thirteen: Additional Company Information**

Any required additional company information shall be inserted in this section.

**N. Section Fourteen: Third Party Vendor Information**

Any required additional third party vendor information shall be inserted in this section.

**9 Submission of Bid**

**9.1 IT IS THE BIDDER'S SOLE RESPONSIBILITY TO SUBMIT INFORMATION IN THE BID AS REQUESTED AND IN COMPLIANCE WITH THE OKLAHOMA CENTRAL PURCHASING ACT AND ASSOCIATED OAC TITLE 260 RULES<sup>4</sup> INCLUDING WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11<sup>5</sup>. A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Bidder Instructions.**

**9.2 A Bid shall be submitted via email solely to [OMESCPeBID@omes.ok.gov](mailto:OMESCPeBID@omes.ok.gov). Please note that it is possible a Bidder's email system may have limitations on the size of outgoing email attachments and plan accordingly for the entire Bid to be received by the Bid Response Due Date and Time. A Bid emailed directly to or cc'd to the Contracting Officer will not be reviewed by the Contracting Officer. In person, commercial carrier or facsimile submittals shall not be accepted. The subject line of the email Bid shall contain the following: Attention: [insert Contracting Officer name]; Solicitation Number and Bid Response Due Date and Time. The State is not responsible for incorrect link information or its inability to access a submitted Bid. Receipt of a Bid will generate an automatic notice that the Bid is received; if a Bidder believes a Bid has been sent but has not received a notice of receipt, the Bidder should contact the Contracting Officer at the email or phone number shown on the Bidder Instructions Cover Page. Receipt of the Bid by the State is the responsibility of the Bidder.**

<sup>4</sup> Oklahoma Administrative Code Title 260, Chapter 115 is located at <http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00>

<sup>5</sup> OAC 260:115-3-7 and OAC 260:115-3-11 are located at <http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00>

- 9.3** Unless otherwise specified in the Solicitation, (i) manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for informational purposes and not intended to limit competition and (ii) a Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). Bidder shall offer new items of current design and technology unless the State specifies older models or versions, or used, reconditioned, or remanufactured products are acceptable. Warranties in either case should be the same. However, if a Bid is based on equivalent products, the Bid is required to state the manufacturer's name and number. The Bid shall also explain in detail how the proposed equivalent will meet the specifications and not be considered an exception thereto.
- 9.4** Reference to literature submitted with a previous Bid shall not satisfy a specification or requirement associated with the present Bid. Any previous solicitation or resultant contract shall not be depended upon, perceived or interpreted to have any relevance to the present Bid.
- 9.5** Bids shall remain a firm offer for a minimum of one hundred twenty (120) days after the Bid Response Due Date. Any usage amounts provided by the State are estimates and are not guaranteed to be purchased.
- 9.6** Unless specified otherwise, a Bidder shall submit a firm, fixed price for the term, including optional renewal terms, of the Contract. The Bidder guarantees unit prices to be correct.
- 9.7** In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price. Travel expenses include, but are not limited to, transportation, lodging and meals. Examples of other miscellaneous travel expenses are referenced in §10.14 of the Statewide Accounting Manual<sup>6</sup>.
- 9.8** A Bid containing early payment discounts may be evaluated when making an award. If a Bidder wishes to offer an early payment discount, the Bid must include available discount percentages for no less than ten (10) days payment, increasing in five (5) day increments up to thirty (30) days. The discount percentages shall be expressed in a half or whole percentage, with the minimum discount percentage being 0.5%. The State is not obligated to utilize an offered discount.

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<sup>6</sup> Statewide Accounting Manual is located at <https://omes.ok.gov/sites/g/files/gmc316/f/StatewideAccountingManual.pdf>.

- 9.9** All costs incurred by the Bidder for Bid preparation and participation shall be the sole responsibility of the Bidder and the Bidder shall not be reimbursed for any such costs. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages in connection with the Bid.
- 9.10** For consistency of contract structure, certain State terms may be marked “Intentionally Omitted”. If so, no response is expected.
- 9.11** After review of a Bidder's submitted documents and information, the State may require additional terms for an Acquisition in which State or citizen data will be accessed, processed, stored or transmitted by a Supplier.
- 9.12** Each Bid is required to include relevant information for a designated contact to receive notice, approvals and requests.

## **10 Bid Withdrawal, Bid Change and Alternate Bid**

- 10.1** Except as authorized by the State Purchasing Director after proof by the Bidder that a significant error by the Bidder exists in the Bid, a Bid may not be withdrawn after the Bid Response Due Date and Time. If the Bidder wishes to withdraw a Bid prior to the Bid Response Due Date and Time, the Bidder shall submit a written withdrawal request to the State Purchasing Director in accordance with OAC 260:115-3-13<sup>7</sup> at the email address listed in Section 9 above.
- 10.2** Except as requested by the State, a Bid may not be changed after the Bid Response Due Date and Time. If the Bidder needs to change a submitted Bid prior to the Bid Response Due Date and Time, the Bidder shall withdraw the originally submitted Bid and a new Bid shall be submitted to the State by the Bid Response Due Date and Time in accordance with Section 9 and include the following statement on the superseding Bid cover page: **“THIS BID SUPERSEDES THE BID PREVIOUSLY SUBMITTED” AND “SUPERSEDING BID” MUST APPEAR IN THE SUBJECT LINE OF THE EMAIL.**
- 10.3** A Bidder may submit one or more Alternate Bids. Any Alternate Bid submitted shall be a complete Bid and shall be clearly identified as an Alternate Bid in the subject line of the email. If more than one Alternate Bid is submitted, the identification in the email subject line shall refer to Alternate Bid 1, Alternate Bid 2, etc.

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<sup>7</sup> OAC 260:115-3-13 is located at

<http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijjrgcln50ob7ckj42tbkdt374obdcli00>.

## 11 Bid Rejection

- 11.1 The Bidder's failure to submit required information may cause its Bid to be rejected. Additionally, a Bid received after the Bid Response Due Date and Time **SHALL BE DEEMED NON-RESPONSIVE AND SHALL NOT BE CONSIDERED unless the State Purchasing Director has authorized acceptance of Bids due to a significant error or incident that occurred which affected the receipt of a Bid.**<sup>8</sup> Failure to comply with these Bidder Instructions may result in the Bid being disqualified from evaluation.
- 11.2 A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements. Other possible reasons for rejection of Bids are listed in OAC 260:115-3-5 and 260:115-7-32(h)<sup>9</sup>.
- 11.3 Attempts to impose unacceptable conditions on the State or impose alternative terms not in the best interest of the State may result in rejection of the Bid even if initially determined to be responsive or the State may cease any negotiations regarding the Bid.
- 11.4 Whenever the terms "shall", "must", "will", or "is required" are used, the specification being referred to is a mandatory specification. Failure to meet any mandatory specification may cause rejection of a Bid.
- 11.5 Whenever the terms "can", "may", or "should" are used, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

## 12 Bid Public Opening

There will be no physical Bid openings. A public Bid opening, **which will disclose the name of each Bidder and no further information**, will be conducted on a per request basis via Zoom provided the Contracting Officer receives a written request no later than forty-eight (48) hours prior to the Bid Response Due Date and Time. Zoom information will be provided to anyone requesting a public Bid Opening.

## 13 Evaluation

- 13.1 A responsive Bid will proceed to the evaluation process. Unless the Solicitation specifies that "best value" criteria will be used to determine award, Bids shall be evaluated on "lowest and best" criteria.
- 13.2 Pursuant to OAC 260:115-7-32, Bidder past performance as a Supplier may be considered when evaluating a Bid.
- 13.3 Pursuant to 74 O.S. §85.44E, a Bid submitted by a service-disabled veteran business that does business in Oklahoma or maintains an Oklahoma office or place of business will be given a three-percentage point bonus preference in scoring the Bid.

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<sup>8</sup> OAC 260:115-3-11

<sup>9</sup> OAC 260:115-3-5 and 260:115-7-32 is located at:

[http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=\\_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijjrgcln50ob7ckj42tbkdt374obdcli00](http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijjrgcln50ob7ckj42tbkdt374obdcli00)

- 13.4 The State reserves the right to require demonstrations, clarifications and additional documentation from any or all responding Bidders. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team and to respond to questions regarding the Bid prior to award.

#### 14 **Competitive Negotiations of Offers**

- 14.1 The State reserves the right to negotiate with none or one or more Bidders responding to the Solicitation and may negotiate any or all content of the Bid to obtain the best value for the State. Negotiations may be conducted in person, in writing or by electronic means and shall only be conducted with potentially acceptable Bids.
- 14.2 Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State's risks. The State shall consider all issues arising from the Bid to be negotiable and will not be artificially constrained by Bidder internal corporate policies. Firms that contend a lack of flexibility because of corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered.
- 14.3 In the event of prolonged contract negotiations due to the number and/or significance of exceptions taken, lack of Bidder responsiveness or other failure to close contract negotiations, the State may, in its discretion, offer a successful Bidder a shorter contract term.
- 14.4 Terms, conditions, prices, methodology, or other features of the Bid 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 Bid.
- 14.5 Requirements and any terms marked as non-negotiable after the section title shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements or terms is in the best interest of the State.
- 14.6 The State may request a BAFO and shall determine the scope and subject of any BAFO request. However, the Bidder should not expect an opportunity to otherwise strengthen its Bid and should submit its best Bid based on requirements herein. Any information offered outside the scope of the BAFO request will be disregarded.

#### 15 **Award of Contract**

- 15.1 The State 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 to be in the best interest of the State.
- 15.2 In order to receive an award or payments from the State, a Bidder must be registered **as both a Bidder and as a Supplier** and must maintain the registration prior to any Contract renewal term. The registration process may be completed electronically at the following link: <https://omes.ok.gov/services/purchasing/vendor-registration>.



- 15.3** Pursuant to Oklahoma Attorney General Opinion No. 06-23, any Bidder that has assisted in preparing the Solicitation or developing the procurement terms, either directly or indirectly, is precluded from being awarded the Contract or from securing a sub-contractor that has provided such services.
- 15.4** Prior to award, the State may choose to request information from the Bidder to demonstrate its financial status and performance. If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company may also be required. The State reserves the right, in its sole discretion, to determine a Bidder's financial status and to withhold award to a Bidder who is not deemed financially responsible.
- 15.5** A notice of award may be in the form of a purchase order or other payment mechanism or in the form of a mutually executed contract.

**BID PACKET SECTION FOUR: REQUESTED EXCEPTIONS TO TERMS  
SOLICITATION NO. 1600000057**

Term & Section	Language
General Terms, Pricing (Section 5.2, pg. 7) <b>EXAMPLE</b>	Section 5.2 is deleted in its entirety and replaced with the following:  Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price. Travel expenses include, but are not limited to, lodging, transportation and meal expenses.
Information Technology Terms, Appendix 1, Data Security (Section B.2, pg. 12) <b>EXAMPLE</b>	Section B.2 shall be modified to add the following:  Customer is responsible for Personal Data encryption when solely in the Customer’s possession.
Information Technology Terms, Source Code Escrow (Section 9, pg. 5) <b>EXAMPLE</b>	Section 9 is deleted in its entirety.

1. Property Ownership, states “All completed projects are the property of the State of Oklahoma Department of Commerce (ODOC).”  
Any work the selected vendor creates would be owned by ODOC upon payment for services. However, it is common to use rights-managed stock photography, fonts, music, stock footage, etc. in production of creative materials, where the copyright remains with the creator of said photography, music, etc., but the images, music, etc. are licensed for specific use. These items could be used in the creative work. Does this statement preclude the Vendor from using rights-managed items within its creative deliverables for ODOC?
  - The awarded vendor would be purchasing usage for rights-managed stock photography, fonts, etc. on behalf of ODOC. Therefore the licensing lies with ODOC. Any restrictions on re-use would be followed based on the purchase agreement with the 3<sup>rd</sup> party.
2. For the RFP response evaluation, can you please describe the process?
  - The responses to the RFP will be evaluated by the ODOC marketing team using an evaluation matrix that takes into account the quality of the overall proposals, costs for services and referral survey scores.
3. Will there be in-person presentations, if the evaluating committee deems them necessary? If yes, when do you anticipate those would take place?
  - There will be no in-person presentations
4. Part of the Scope of Work is for ‘Advertisements and ad placement for print, web, outdoor, TV, radio, and social media. But, on the pricing, you do not ask for hourly rates for ad placement services or media commission percentages. Should we add these services to the worksheet? If not, where and how do we account for the fees/time associated with media placement tasks?
  - We anticipated that costs for time associated with media placement and other management functions would be covered under “account service fee.” In addition, we cannot anticipate every vendor’s cost/fee structures, etc. The cost section will provide evaluators with a general cost comparison for frequently used services.
5. How do you measure the success of your marketing and communications efforts?
  - An example of specific measurements we track monthly are:
    - Number of leads generated and number qualified from marketing activities
    - Open and click rates for targeted e-mail messages, newsletters, and e-mail campaigns
    - Website visits and visitor information including geographic area
    - Social media engagement rate, reach, and audience sizeWhen an active advertising campaign is in progress, we also track the typical metrics (landing page views/bounce rate/time on page, impressions, cost per click, etc.). In the long-term, we look for general economic development markers for the state, like companies committing to expand to or in Oklahoma from a target area or industry, increase in number jobs, increased average wage, decreased unemployment, etc.
6. Scope does not include any public relations efforts that aren’t advertising-based. Is this not included because it isn’t needed, because ODOC is handling this portion of the work in-house with its own people, or for another reason?
  - ODOC holds a separate contract for PR and related services.

7. Is there an agency who has recently or currently been your partner? If so, who? Are they participating in this bid?
  - The current contract is with Staplegun. They are on the state vendor list so they were notified of the RFP when it was released.
8. Website support can be generally quoted (usually hourly as needed without knowing more information yet). However, any new website development would require additional scoping, planning and budgeting with you and can't be predicted at this point. Does this match your expectations?
  - Yes, that is acceptable, and we understand that things like website or brand development would require determining scope of work, planning, etc.
9. How much was the P.O. issued for each of the years in the previous contract? Was it fully utilized, or have budget cuts or expectations evolved and affected the output (more or less) of work done with the partner?
  - The amount of the P.O. used has varied significantly over the years. There have been times when the state budget is tight or reduced and we only use a portion, and other years where we utilize the P.O. amount fully.
10. Is there any preference given to the agency who currently works with ODOC or another state agency?
  - There will be no preferences or points awarded based on any current or past contracts with a state agency.

**ATTACHMENT C**  
**AGENCY TERMS**  
**SOLICITATION NO.1600000057**

**1. PROPERTY OWNERSHIP**

All completed projects are the property of the State of Oklahoma Department of Commerce. At the conclusion of a project or on demand, all work files and final art shall be fully packaged and delivered to the Oklahoma Department of Commerce. Work files includes fonts, images, vectors, design files and related assets. Work files must include editable text (no outlined text). All rights to duplicate or share the work belong to the State of Oklahoma.

**2. INVOICING**

All billing under this Contract will be on a project by project basis. No monthly fees or retainers will be accepted. Work cannot be billed until it is completed and delivered to ODOC. Statements must include a breakdown of the service provided and the hours worked on the project. Projects must be billed individually.

**3. COMPLIANCE**

All video and online interactive work must be compliant with the State of Oklahoma's Information Technology (IT) Accessibility Standards and Federal Section 508 Electronic and Information Technology Accessibility Standards, and be designed to meet World Wide Web Consortium Accessibility Guidelines (WCAG) to ensure employees, program participants and members of the general public with disabilities access to and use of information and data that is comparable to the access and use by individuals without disabilities. This includes meeting WCAG standards in website development and providing captions for video content.

**4. ACTIVITY REPORTS**

Supplier will provide regular, weekly activity reports to ODOC as well as reporting requested on any particular project.

**ATTACHMENT A**  
**SOLICITATION NO. 1600000057**

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

**PURPOSE**

The Contract is awarded on behalf of the Oklahoma Department of Commerce. The Oklahoma Department of Commerce (ODOC) leads economic and community development efforts in the state. ODOC's mission is to create an environment in the state where businesses can grow, by supporting communities, supporting the growth of existing businesses and entrepreneurs, attracting new businesses and industries, and by promoting the development and availability of a skilled workforce.

ODOC has a marketing team made up of a division director, and 4 staff that specialize in various areas, including layout and design, copy writing and editing, social media management, web and interactive management,

As a state agency, ODOC uses the Oklahoma Branding Guidelines established in 2020 for the vast majority of the agency's marketing materials and assets, attached as Exhibit titled 2 Oklahoma Branding and Identity Guidelines.

The services of a marketing firm are needed to assist the agency in marketing and communications efforts including: communicating with Oklahomans, local governments and non-profit organizations about community development and marketing those initiatives; communicating with entrepreneurs and business owners in the state and marketing business services and information; and branding and marketing the state to site consultants and corporate relocation/expansion site selectors as a great location to do business.

**1. Contract Term and Renewal Options**

The initial Contract term, which begins on the effective date of the Contract, is one year and there are four (4) one-year options to renew the Contract.

**2. Contract Specifications**

- i. Contract specifications are set forth below at Exhibit 1.
- ii. Contextual information regarding the Contract is attached hereto and incorporated herein as Exhibit titled 2 Oklahoma Branding and Identity Guidelines.

## **Exhibit 1**

### **2.1 Full-Service Marketing and Advertising Firm**

Full-Service Marketing and Advertising firm to provide complete marketing and advertising services for the agency, in accordance with the Oklahoma Branding Guidelines. These services include, but are not limited to, those listed below.

#### **2.1.1 Marketing Account Services**

Provide day-to-day marketing and advertising account and project management services to and on behalf of ODOC staff. This includes but is not limited to promotional campaign management; print, digital and social media advertising; branding and image campaigns; and event planning.

#### **2.1.2 Visual Creative Services**

Provide creative conception, art direction, copywriting, and production of a variety of deliverables, including but not limited to: sales collateral, such as brochures, flyers, binders, folders; event marketing materials, such as invitations, signage, tradeshow signage and booth design; economic development business proposals (RFP responses); advertisements for print, web, outdoor, TV, radio, and social media.

#### **2.1.3 Video Services**

Conception, talent hiring, videography, copywriting, captioning and transcription, and production of videos that would be used in a variety of media. Types of videos that might be requested include testimonials, advertisements, and program-specific assistance or guidance, and industry spotlights.

#### **2.1.4 Web/Interactive Services**

Following ODOC design standards and the state's branding guidelines, provide creative services for ODOC websites and interactive products. Work includes: conception, design, development, copywriting, and hosting and maintenance on new and existing websites and pages; concept, design and production services for email templates and online newsletters and invitations; social media campaign development and ad purchasing.



# OKLAHOMA



## Oklahoma Branding and Identity Guidelines



OKLAHOMA



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- Part 3 – Specific standards ..... 13
- Part 4 – The written and virtual world..... 20



## Part 1 – Our brand

Like every robust brand, Oklahoma’s image must be carefully managed.

These guidelines ensure the correct and consistent use of our brand elements, which strengthens our state by unifying our message and strategically delivering it to our audience.

These standards apply to all state agencies and employees – yes, that means you.

Consistency is a significant component of brand creation and management. Branding requires smart reliability over time.

In this spirit, we are pleased to present the Oklahoma logo and guidelines for its use.

# Part 2 – Our visual identity

## Our core visual elements

- Logo.
- Tagline.
- Color.
- Font (typography).
- Photography.
- Graphic elements.



**OKLAHOMA**

**The Oklahoma logo is the most important aesthetic element of our visual identity, and it functions as a powerful identifier of our state.**

The design of our logo is based on shapes and colors embedded in our history. The form is inspired by our native heritage. It reflects the earth, sky, water, agriculture and forest. The colors speak to the seasons. The white star is a powerful symbol of America that is a part of our state seal and on the original flag of the state. Chevrons acknowledge our military. These elements form a circle and direct their energy inward, dramatizing Oklahoma as a hub at the center of America. This symbol invited everyone to join us here in an embracing community, to take in countless unexpected experiences and explore genuine opportunity.

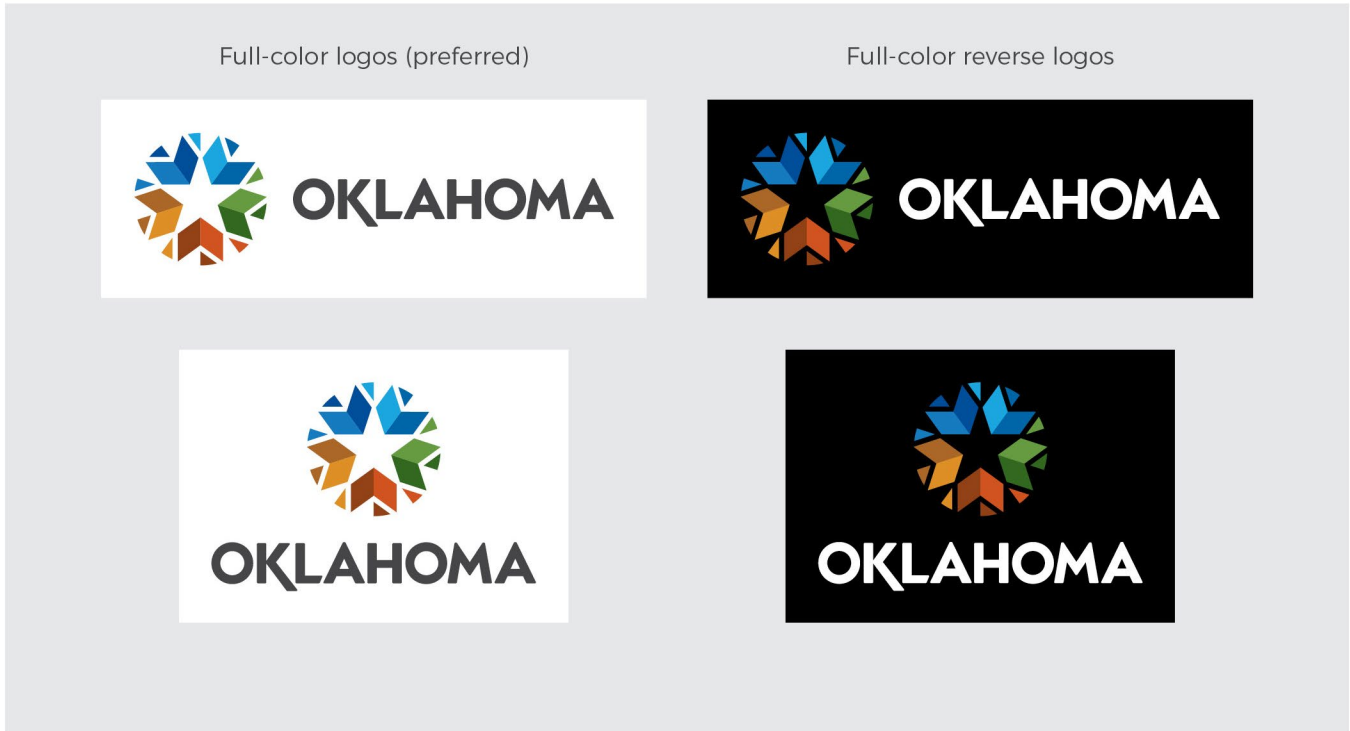
The logo is used on externally facing communications, internal employee communications, signage and fleet. It instantly presents a visual identity and signals to our audience a communication is from Oklahoma.

## Approval process

Consistent and proper use of the logo is vital for building recognition for our brand. To protect the Oklahoma brand and ensure its uses are consistent with the state's styles and standards, approval is required on all designs using this logo. Approval for one use or design does not imply general approval for the use of the logo in other applications. The process is simple and no forms are required. Email Amy Blackburn at [amy.blackburn@ltgov.ok.gov](mailto:amy.blackburn@ltgov.ok.gov) with the design and details or questions.

## The primary logo

The logo has two standard configurations – vertical and horizontal. While there are several versions of the logo, there’s only one preferred version – full color on a white background. A reverse version of the full-color logo is available for use on dark or black backgrounds. Custom configurations and colors are an option for special formats, such as signage or digital icons, but these should only be used in consultation with Amy Blackburn at [amy.blackburn@ltgov.ok.gov](mailto:amy.blackburn@ltgov.ok.gov).

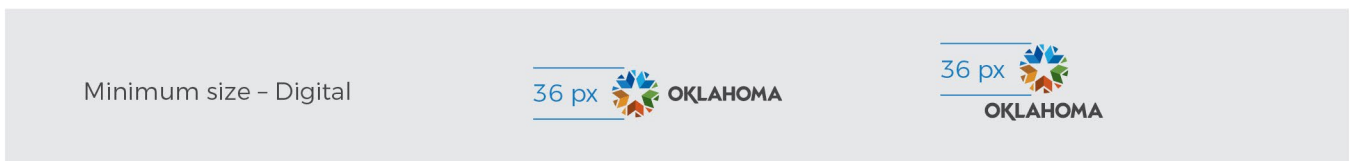


## Logo do's and don'ts

**DON'T** reduce the logo in print to less than 1/4 inches.



For online and other screen applications, **DON'T** reduce our logo to less than 36 pixels tall.



**DO** use a preferred background of white when using the Oklahoma logo. If you must use a nonwhite background, **DON'T** let it hide our logo. When using the logo on a colored background or photograph, always make sure the surrounding area is simple and provides enough contrast to be visually legible and distinct.

**DO** let the logo breathe. The Oklahoma logo is most visible and effective when surrounded by open space. As you'll see in the diagram, unobstructed clear space must surround the logo in all situations. At minimum, this space must be equal to the measure of a square drawn within the star of the symbol. More clear space is ideal. In special cases, such as signage, it may be acceptable to reduce the clear space around the logo so it reproduces larger for improved legibility – please email Amy Blackburn at [amy.blackburn@ltgov.ok.gov](mailto:amy.blackburn@ltgov.ok.gov).



Here are several more **DON'Ts**:

- Substitute fonts.
- Alter colors.
- Alter the shape.
- Remove or separate elements.
- Tilt the logo.
- Distort the shape.
- Rearrange the elements.
- Add elements or decorate the logo.
- Scale individual elements.
- Substitute other words or phrases.

### **The online logo**

- Must be clearly displayed and legible.
- Must be linked to the [Oklahoma homepage](#).
- Should appear on the homepage of each Oklahoma affiliate website, but need not appear on the other pages in the site.
- Should not be animated.
- Use only the approved logo files. Do not redraw, repropotion or embellish the logo.

## Logo colors

While the full-color logo on a white background is preferred, there are also six monochrome versions, each matching a segment of the full-color logo. These are used in instances where a more serious or subtle impression is desired. They may also be used if the color conceptually relates to the subject matter, e.g., using the green monochrome logo for environmental matters.



## Black and reverse logos

Black and reverse logos can be used in two-color applications. The reverse logos may be used on colored backgrounds. Grayscale black and reverse logos show the different segments of the chevrons while the flat black and reverse logos do not. Flat versions of the logo may only be used where technical limitations prevent using another version, e.g., printing the logo on a small pen.

## Getting the logo

Email Amy Blackburn at [amy.blackburn@ltgov.ok.gov](mailto:amy.blackburn@ltgov.ok.gov) to obtain the correct logo. Specify the logo you would like and the anticipated use. The logos are available as .jpg and .png files. The .jpg and .png files can be scaled, but they must remain proportionally balanced.

Obtaining a logo is not an approval for its publication or use in a document. The final use and design must be approved by sending a second email to Amy Blackburn at [amy.blackburn@ltgov.ok.gov](mailto:amy.blackburn@ltgov.ok.gov) with the final design or screen capture of its use.

## Agency logos

When designing your agency's logo, follow these guidelines:

- Place the agency name below Oklahoma.
- Agencies may choose any one of the Oklahoma brand colors for their names.
- However, "Oklahoma" must always remain Dark Slate Gray (Page 10).
- Online agency logos must be linked to the agency's homepage.

## **Key takeaways:**

- Choose the appropriate configuration for your format.
- The full-color version is preferred.
- Make sure the logo is clear and easily readable against the background.
- Respect the protected area.
- Don't alter the logo art.
- Get approval from Amy Blackburn.

## **Type and fonts**

Clear and consistent typography improves the accessibility of information and unifies our look and feel across all state agencies and departmental touchpoints.

### **Primary font**

Montserrat is the primary font in all our marketing materials and professionally produced communications.

### **Substitute font**

As Montserrat does not come as a standard system font on all computers, Arial can be used for all internally produced correspondence. This includes any communications created using the Microsoft Office suite such as PowerPoint presentations, Word documents, Excel sheets or email messages.

### **Other fonts**

Other typefaces may be used in campaigns where Montserrat does not function to communicate the appropriate character. Other fonts should be approved by Amy Blackburn before they are implemented.

Do not distribute fonts installed in our systems, as it is an infringement of copyright law.

## **Tagline**

While our marketing efforts may use many variable campaign themes or messages within copy, "Imagine that." is the only tagline that may be used across the state for external communications.

The tagline can be used as part of headlines, in body copy or as a tagline signoff. The tagline is not to be used alone as a headline.

No matter the use, the tagline should always be in Montserrat Semibold sentence case and end with a period. Do not italicize or use all caps.

**With a headline:**

- The tagline may be used as a response to a statement in a headline.
- The tagline must be beneath the headline.

**Tagline signoff:**

- The tagline must be centered on the logo.

The tagline should be used on externally facing applications, such as advertising, collateral, posters, websites, trade show materials, videos and interior facility signage (see Pages 17-18 for these guidelines).

**Tagline color**

The tagline may only be used in the color options available for the logo. The preferred color is Sky Blue (Page 10) on a white background. If necessary, a black background may be used.

**Tagline art files**

The tagline is also available as graphic art files to ensure correct visual presentation of the tagline in documents.

**Color**

**Next to our logo, color is the most recognizable element of our visual identity. Our colors are inviting and reflect the essence of our state.**

Each of our six core brand colors comes in two hues – bright and dark. These two hues make up the different color segments of our logo. The bright and dark hues provide a good range of color options that function on both light and dark backgrounds.

**Color for accessibility**

The core brand palette has been designed with accessibility contrast and color standards in mind. The dark hues of each color pass WCAG AA standards for normal text on a white background. The bright hues of each color pass WCAG AA standards for normal text on a dark background.



## Color specifications

Included here are specifications for printing with four-color process (CMYK), digital presentations (RGB and HEX) and printing with Pantone inks (spot color printing). For nontraditional reproduction methods, such as embroidery and silkscreen, make a visual match to the color as it appears in the Pantone coated swatch book.

Note the CMYK, RGB and HEX values shown may not use the same formula as what Pantone provides. These values have been carefully chosen for the Oklahoma brand. Use the CMYK, RGB and HEX values shown here, and only use Pantone formulas when printing in spot color.



Sky Blue

Woodland Green

Clay Red



Prairie Gold

Water Blue

Slate Gray

# Graphic elements

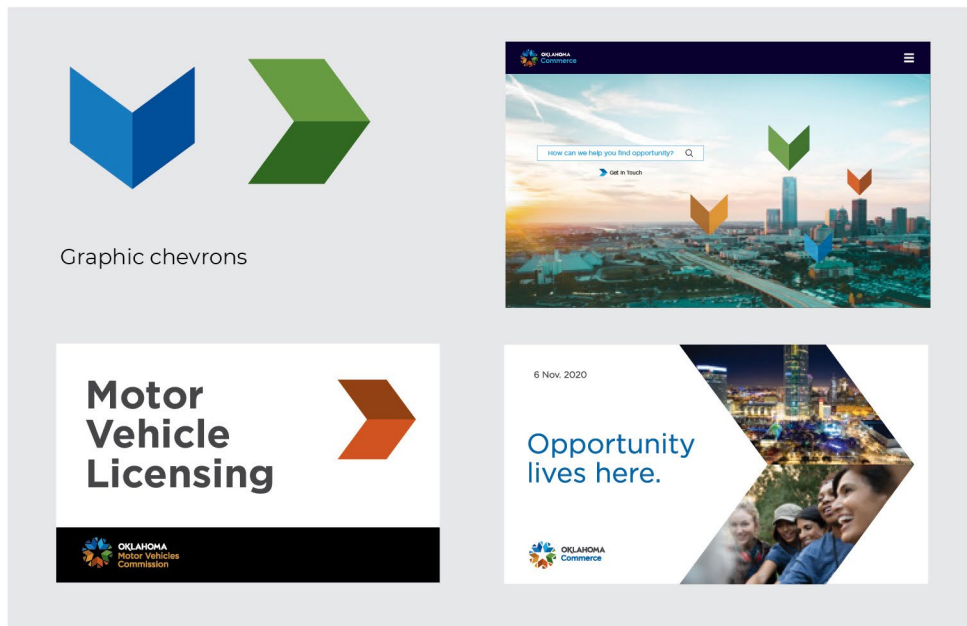
## Chevrons

Not only do our unique graphic elements create visual cohesion across our materials, they also reinforce our brand promise through communication. Our chevron graphics are design elements taken from the Oklahoma symbol. In layout, they are used to provide color and energy and to direct viewers' eyes to important elements.

The chevrons may be used in any of our core brand colors or in black and white. Colors outside of our core brand palette must not be used in the chevrons.

Use of the chevrons may be bold and overt or light and understated. Transparency may be used to make the graphic chevrons appear more subtle or to have them integrate better with backgrounds.

The chevrons may also be used as a holding shape for imagery or used in graphic patterns.



Graphic chevrons in use

## Symbol as supergraphic

The symbol from the Oklahoma logo may be used as a supergraphic. It is used to highlight our presence and provide an energetic element in our designs.

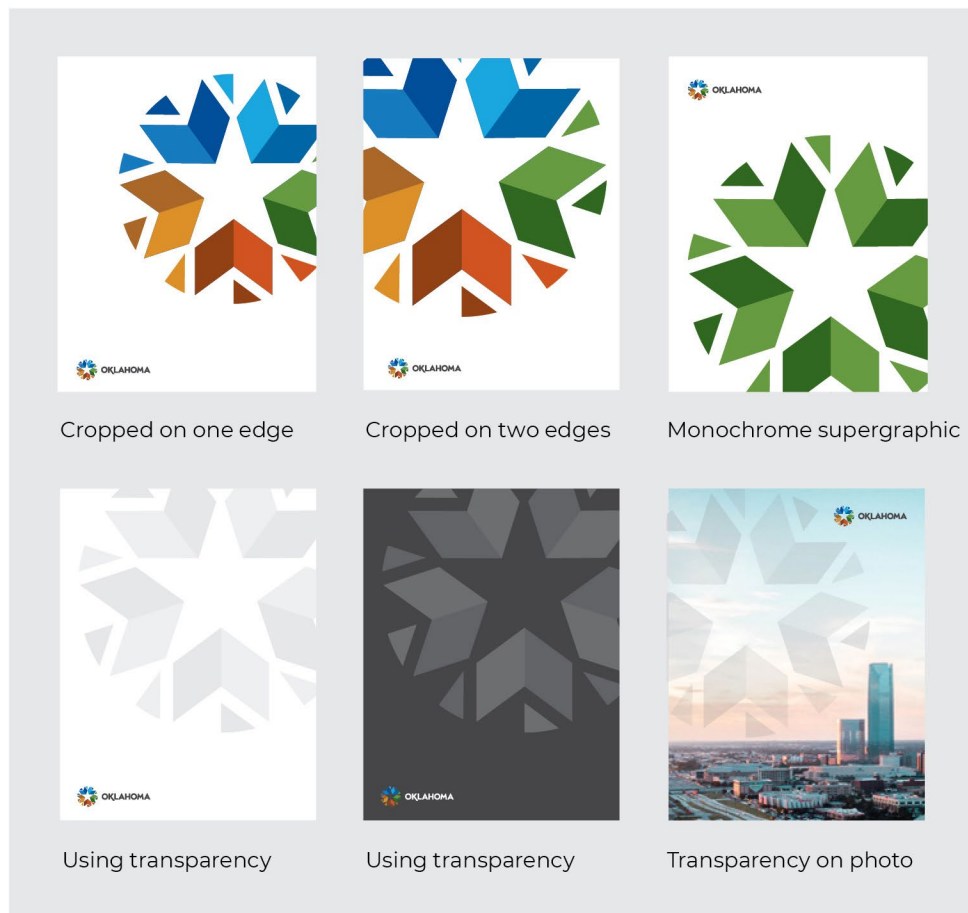
The supergraphic is not a replacement for the logo – it must always be used in addition to the Oklahoma logo.

The supergraphic is cropped on one or two edges, but never three or four sides.

This crop is consistent to ensure the star within the symbol is fully visible.

The supergraphic may be used in full color, monochrome in any of the core brand colors or in black and white.

Transparency may be used to make the graphic chevrons appear more subtle or to have them integrate better with backgrounds.



Supergraphic in use

# Part 3 – Specific standards

## Business cards

These are the three approved business card designs. Contact Amy Blackburn for information on how to obtain Oklahoma business cards.



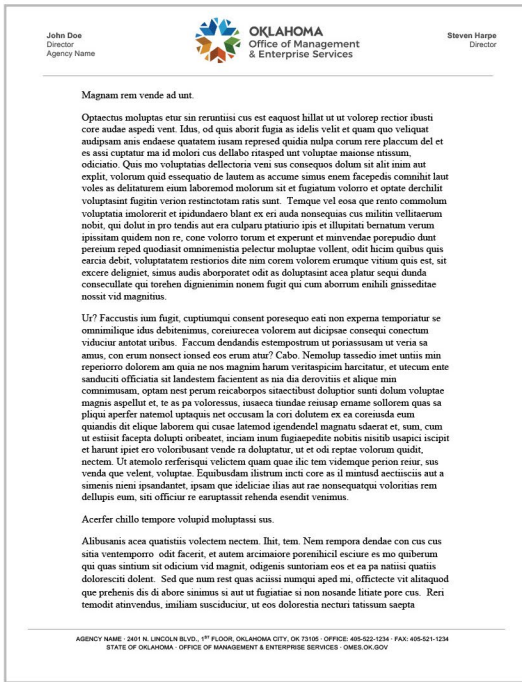
## Envelopes

This is an example of an approved Oklahoma envelope.



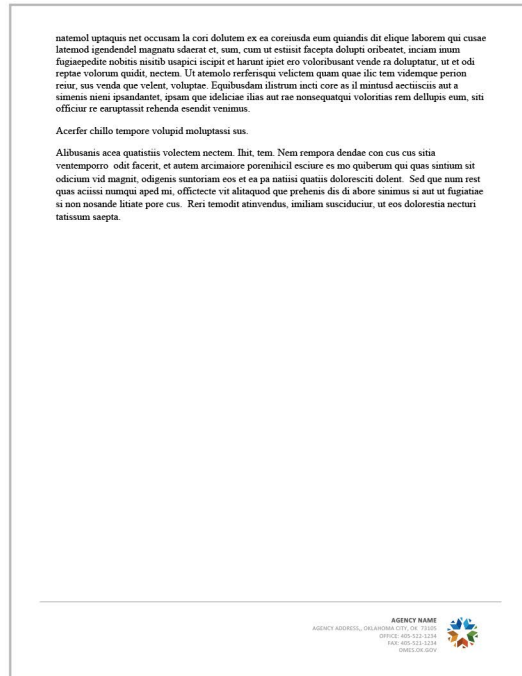
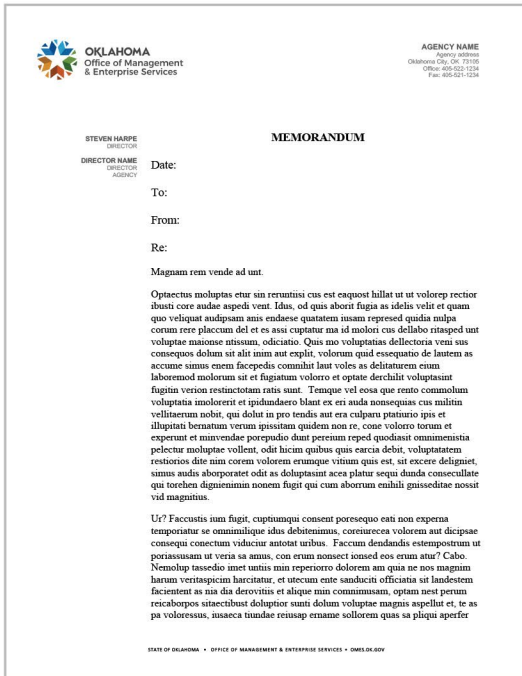
# Letterhead

The example below is an approved Oklahoma letterhead.



# Memos

Memos are meant for internal communications and should use this template with an Oklahoma closing page if more than a page in length. Below is an example of the approved memo template.



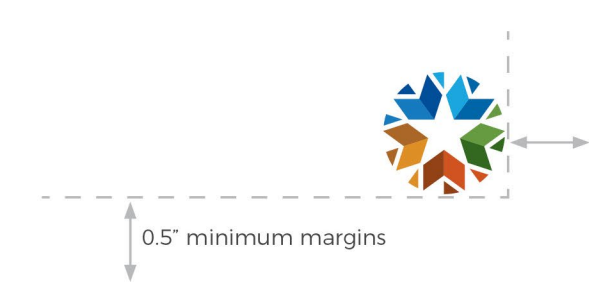
## Reports

Reports will often be seen by the public. Either the primary logo or agency logo should be placed on the bottom right of the cover page.



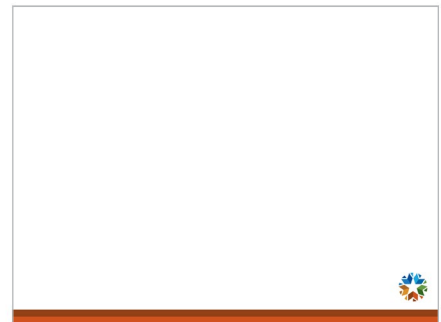
## Publications

Publications are usually meant for external audiences, and while they can be printed, they are considered digital first. These are the bigger things we do when we want to be fancy. The logo will always go on the bottom right of the cover.



## PowerPoints

There are several options for clean, open templates for electronic presentations.





## Photography

Whether you're shooting original photography or selecting shots from an image bank, keep our style and subject guidance in mind to achieve a look aligned with our brand essence.

Our photography should capture the following:

- Community.
- Opportunity.
- Culture.
- Natural beauty.
- Pioneer spirit.
- Activities.

Show moments of interaction/connection between people, communities and environments.

Show Oklahoma has much more than you expect.

Show a wide range of people, demonstrating our diversity.

## Resolution requirements

**For print:** 300 dpi recommended; 200 dpi minimum (JPG, TIFF; CMYK mode).

**For web:** 120 dpi (JPG, PNG; RGB mode).

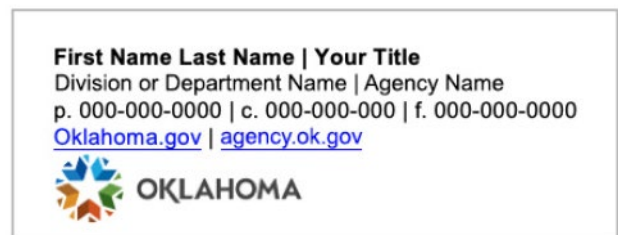
**For video:** Recommended minimum dimensions of 720 by 1280 pixels.

## Emails

Consistent email signatures deliver a visually coherent look across Oklahoma state agencies. Just as our business cards follow a standardized approach, email signatures should be consistent. Consider your email signature your digital business card and include the appropriate information.

Email signatures should include:

- Your name.
- Job title.
- Division and department or unit.
- Agency name.
- Phone number.
- Fax number (if applicable).
- Cell number (if applicable).
- Oklahoma website ([Oklahoma.gov](http://Oklahoma.gov)).
- Agency website ([agency.ok.gov](http://agency.ok.gov)).
- Oklahoma logo.



The first line of text should be 12-point Arial Bold, and the rest of the signature block is 12-point Arial.

Email signature templates and step-by-step instructions are available by contacting [branding@omes.ok.gov](mailto:branding@omes.ok.gov). The logo size, text weight and colors should not be adjusted from those templates. Do not add anything else to the signature block.

## Signage

Signage provides a means to consistently identify, locate, direct and inform across State of Oklahoma buildings and offices.

### Bulletin boards

Only State of Oklahoma or legally required material can be posted on publicly viewable bulletin boards. If a date is present on the material, the posting must be removed when that date passes.

## Trade show materials

### Display banners

The display should visually communicate what your division or department does, addressing the needs and interests of the audience. Bold graphics and effective photos will attract a person walking from one display to the next. The following standards are a starting place:

- Use your complete agency and division name to identify your display. Acronyms and most abbreviations are not appropriate.
- Headlines should be readable from at least 10 feet.
- Use only your division or department's key messages on the display. Provide the details in a takeaway piece.
- Pictures should be 5 inches by 7 inches or larger.
- The Oklahoma logo should be readable from a distance of at least 25 feet.

### Tablecloths

Tablecloths should adhere to all branding standards and guidelines and appropriately name the division or marketable program, including a website.

### Trade show booth

Trade shows offer an excellent opportunity for brand deployment. Customers are exposed to Oklahoma products and services, and are provided the opportunity to speak with and have their questions immediately answered by knowledgeable staff.

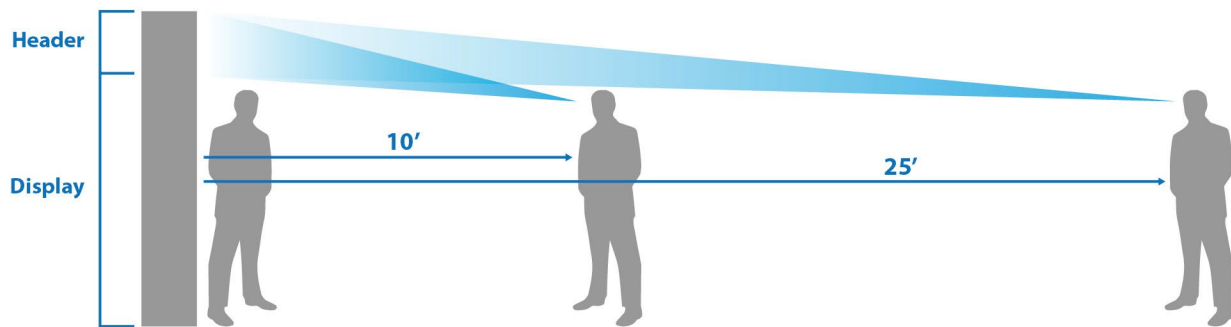
All appropriate supporting brand attributes, including typography, imagery, color palette, writing style and tone, should be incorporated. Booth graphics and materials are to establish brand presence and provide a backdrop for event staff.

The Oklahoma logo should be prominently displayed, and proper usage guidelines followed.



## Exhibit design

Exhibits, like ads, consist of two parts – headers and display. Oklahoma branding for a booth or banner should always appear within the header at the top of an exhibit system, just above eye level. The logo should be visible from a minimum distance of 25 feet. Headlines should be visible from a minimum of 10 feet. Detail messaging should also be readable from a minimum of 10 feet, but may appear lower than eye level as it is meant to be read at a closer distance when not blocked by other booth visitors.



## Additional considerations

There are numerous considerations when planning an exhibit booth. All of these elements should be taken into account to produce the best experience possible:

- Physical attributes of the space, e.g., carpet, furniture, workstations, countertops, storage.
- Placement of graphics and furniture and their impact on visitor movement through the booth.
- Supporting video, interactive presentations, slide shows, brochure displays.
- Safety – sharp corners, cables, outlets and plugs, or potential damage caused by tight spaces.

## Promotional items

Promotional items are used to build the Oklahoma brand and must:

- Use the approved logo colors.
- Adhere to logo clear space requirements.
- Use the appropriate file type for the application.
- Have an appropriately sized logo.
- Complement the Oklahoma brand essence.
- Be approved by Amy Blackburn.
- Be audience or culturally appropriate.

## Vehicles

Please refer to the state standard for vehicle marking, [47 O.S. 151](#). OMES Fleet Management can apply the appropriate markings for a fee. Vehicles shall not display dealers' or vendors' decals, or employees' personal license plates, emblems, stickers, mascots or decorations.

## Font usage

For letters, memos, reports, publications, electronic presentations and emails, a standard nondecorative font, particularly our primary font, Montserrat, should be used. The font size should be no smaller than 10 point and no bigger than 16 point for body copy. Headline font sizes can be larger.

Acceptable fonts include:

**Serif:** Calisto, Cambria, Georgia and Times New Roman.

**Sans-serif:** Montserrat, Arial, Calibri, Helvetica and Verdana.

# Part 4 – The written and virtual world

## Written style and grammar

Oklahoma follows The Associated Press style with a few exceptions. Referencing the most recent *AP Stylebook* or signing up to use the service’s website at [apstylebook.com](https://apstylebook.com) can prevent many a fall down the stylistic slippery slope of errors.

## Exceptions to AP style

### Document titles

Use both italics and quotation marks when referring to works of literature and other documents. Titles of publications, reports, books, magazines, albums, movies, television shows, paintings, boats, airplanes and other large stand-alone works go in italics. Titles of smaller works such as chapters, poems, song titles and articles go in quotation marks. Titles of forms, procedural documents and webpages do not need italics or quotation marks.

**Example:** The song, “Your Favorite Song,” is on *The Best Album of All Time*.

### Italics

Besides using italics for the titles of large works, italics can be used to cite an example. Bold is preferred over italics to emphasize words.

### State

Uppercase state when used as State of Oklahoma or when referencing the State Capitol Building. Lowercase state when it stands alone.

## Plain language

Oklahoma is committed to communicating with language that is easy to understand. Plain language is a process that involves focusing clear, concise and easy to understand written communication on the needs of the intended audience. With everything you publish, your audience should be able to:

- Find what they need.
- Understand what they find.
- Use that information to meet their needs.

## Common stylistic and grammar errors

### Abbreviations and acronyms

In general, avoid alphabet soup and spell out the full name if there’s a chance a reader won’t recognize the meaning of an abbreviation or acronym. A first reference should almost always be spelled out. On the first reference, the abbreviation or acronym should not follow in parentheses, especially if the shortened form is

used close to the spelled out first reference. In limited cases, if the abbreviation or acronym is more common than the long form, then use the short form (DVD, ATM, laser, scuba).

Keep in mind your audience. While some acronyms and abbreviations might be well-known to us and others within state government, outside these walls, most people would struggle to come up the meaning of the abbreviation.

### **Ampersands (&)**

Typically don't use them in place of "and." Occasional use in headlines and other headings is acceptable.

### **Capitalization**

When in doubt, don't capitalize. Do not capitalize these words: website, online, email, web, internet. Do not capitalize words just for emphasis. Do not capitalize common nouns. Do not capitalize departments and offices unless they contain a proper noun or are the official name. Do not capitalize governor when it appears alone in copy, but do capitalize Legislature when used alone and when it refers to a specific – like Oklahoma's – Legislature.

Regarding headlines, AP style for headlines is to capitalize the first word, proper names and the first word after a colon. Lowercase everything else.

### **Capitol and capital**

Capitalize Oklahoma Capitol and the Capitol when referring to the building in Oklahoma City. Follow the same practice when referring to the U.S. Capitol and other state capitols. Use capital for a city or town that is the seat of government: Oklahoma City is the capital of Oklahoma. When used in a financial sense, capital describes money, equipment or property used in a business by a person or corporation.

### **Commas (,)**

Do not use the serial or Oxford comma – the comma before the "and" in a simple series.

*This, that and the other thing.*

*We spoke with DHS, OETA and ODOT.*

Use a comma before the concluding conjunction in a series, however, if an integral element of the series requires a conjunction.

*I had orange juice, toast, and ham and eggs for breakfast.*

### **Company names and products**

Honor companies' conventions, according to their official websites (iPhone, YouTube, GlobalHealth). Refer to a company or product as "it." Refer to Oklahoma as "we." Abbreviate company, corporation, incorporated and limited when used after the name of a corporate entity: American Express Co., Carnival Corp., The Home Depot Inc., Virgin Atlantic Airways Ltd.

## Dash (-) versus hyphen (-)

Use en dashes typed with a space before and after – just like that.

To type an en dash:

- Windows: Alt + 0-1-5-0.
- Mac: Option key + minus key.

Hyphens are used to consolidate things, so to speak, and so, there are no spaces: 2-4 p.m. and 20-30 days, for example.

Hyphens also link words to form a single phrase and compound modifiers (first-time user, 500-acre farm). But don't hyphenate extremely common compounds (high school prom) or compounds containing an "-ly" adverb (quickly decided contest).

## Dates

Follow AP guidelines on which months to abbreviate. Spell out the day and abbreviate the month (if applicable) if it is used with a specific date (Sunday, Jan. 24, 2015). If just the month and year are used, spell out the month (January 2015).

## Exclamation points (!)

Do not overuse exclamation points. It causes them to lose relevance and become cliché. Use a comma after mild interjections. End mildly exclamatory sentences with a period. Use the exclamation point to express a "high degree" of surprise, incredulity or other strong emotion.

What's the difference between one exclamation point and three? There is none. One exclamation point will get your message across.

## Extreme writing

Don't use combinations of italic, bold, caps and underline: It was ***THE BEST*** report ever given.

## Numbers

It's really easier than you may think. With a few exceptions, spell out one through nine and first through ninth. Use figures for 10 and above. Here are a few exceptions:

Ages (5-year-old, 7 years old).

Dimensions (3 feet 9 inches).

Percentages. Spell out percent when used without a number (a few percent less). Use the symbol with numerals (1%, 4%).

Spell out the number and percent if at the beginning of a sentence, unless it's a headline.

Don't write "1/2." Instead spell out "half" or use "0.5" unless it's next to a whole number: 1 1/2, 3 1/2.

## Passive construction

Passive voice lengthens and confuses the sentence by using phrases to move the subject after the verb. Active sentence structure places the subject in the subject position and is preferred.

**Passive:** *Smith was appointed director by the committee.*

**Active:** *The committee appointed Smith director.*

## Purchase card

Spell out purchase card on first reference. In line with AP, if an abbreviation is used in subsequent references, P-card is the preferred form.

## Quotation marks

Periods and commas go within quotation marks.

*He said, "It was the best of times."*

*"It was the best of times," she said.*

Question marks within quotes follow logic. If the question is the quote, the mark goes inside the quotes. If it's a question that ends with a quote, the question mark goes outside the quotes.

*The teacher asked, "What makes life worth living?"*

*Who wrote the answer, "To be born with the gift of laughter and a sense that the world is mad"?*

Use single quotation marks for quotes within quotes.

*"She told me, 'I love you,'" he said.*

## Telephone numbers

Use figures with a hyphen separating numbers, e.g., 405-522-1234. If extension numbers are needed, use a comma to separate the main number from the extension, e.g., 405-522-1234, ext. 2.

## Times

Use figures except for noon and midnight. Use a colon to separate hours from minutes: 11 a.m., 1 p.m., 3:30 p.m., 9:30-11 a.m., 9 a.m. to 5 p.m.

## Online presence

### Digital communications

Digital content is not the same as print content. People encounter and read it differently – they scan it, so you need to write it differently. Divide it into smaller chunks with subheadings.

## Spam

Don't unintentionally make emails to customers look like spam. This is especially important in subject lines. Avoid words like "free" and "win." Avoid misspellings, text-speak abbreviations and acronyms as these are on spam filter lists. Think about how the words will look in a customer's inbox.

## Social media

### Twitter guidelines

**Avatar:** 70 x 70 pixels.

**Background:** 1600 x 1200 pixels.

**Name:** 20-character limit.

**Bio:** 160-character limit.

**Website:** Link to [Oklahoma.gov](https://www.oklahoma.gov) or other approved marketable domain.

**Twitter URL:** Matches your account name.

### Facebook guidelines

**Profile picture:** 180 x 180 pixels.

**Facebook URL:** This can never be changed, so choose carefully.

**Page name:** No character limit.

**Page type:** Under Page, select Company, Organization or Institution and then Government Organization.

**Timeline Cover Photo:** 851 x 315 pixels.

### YouTube guidelines

**Channel art:** 2560 x 1440 pixels.

**Channel name:** Oklahoma - Imagine That.

**YouTube URL:** [youtube.com/c/OklahomaiImagineThat](https://youtube.com/c/OklahomaiImagineThat).

## Web applications

Visual elements of a web application should be customized to reflect its use to conduct official Oklahoma business. Follow the guidelines for the use of the Oklahoma logo outlined in this document.

## Websites

Good web design is essential for usability, accessibility, message clarity and reputation. Oklahoma agencies should also strive for accuracy, updating pages frequently and removing outdated pages. Follow the guidelines for the use of the Oklahoma logo outlined in this document.

**Searchability:** Write to be found. What words would people type into Google to find you? Use those words in your copy. But don't overuse the same phrase to the detriment of your writing or marketing.

**Legibility:** It's hard to read off a screen. It's 25% slower than print. Help your reader. Don't go crazy with bolding, italicizing and capitals. Never use underlining to highlight because it will make your text look hyperlinked and confuse your reader.

**Maintaining content:** Unlike print publications, web content can be edited and republished almost instantaneously. Although timeliness brings added responsibility, website visitors expect everything on the Oklahoma site to be relevant and up to date. To ensure content continues to meet the changing needs of your audience, maintaining it is a priority.

**Accessibility:** Don't exclude visually impaired or blind readers. Don't let your copy rely heavily on imagery and use tags and captions as opportunities to fully describe pictures. Remember to describe hyperlinks effectively in the text that is linked. Do not use linked text that prompts, "click here."

State of Oklahoma websites, resources and content must be accessible to users with disabilities. Oklahoma has adopted the [Information Technology Accessibility Standards](#) as our standard for accessibility, establishing that all sites should strive for conformance with the 2004 state law.

## Five quick writing tips

1. Use one space between sentences. We know your typing teacher told you two, but for the purposes of modern layout, one is enough.
2. Keep it to one thought per paragraph, especially online. Long bulky paragraphs tend to lose the readers' attention.
3. When you use "that," read the sentence again and imagine it without it. Chances are you don't need it.
4. Space and attention are limited, so get right to it. The first sentence should tell your reader exactly what to expect from the rest of the piece.
5. Use commas respectfully – they really aren't the punctuation for every situation. Sentences do not require several sprinkled about for effect.



## **ATTACHMENT B**

### **STATE OF OKLAHOMA GENERAL TERMS**

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

#### **1 Scope and Contract Renewal**

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.
- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State

exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

## **2 Contract Effectiveness and Order of Priority**

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.

- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:

- A.** any Addendum;
- B.** any applicable Solicitation;
- C.** any Contract-specific State terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
- D.** the terms contained in this Contract Document;
- E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
- F.** any statement of work, work order, or other similar ordering document as applicable; and
- G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms

provided by Supplier shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.

2.4 Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

### 3 **Modification of Contract Terms and Contract Documents**

3.1 The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

3.2 Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

### 4 **Definitions**

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

4.1 **Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.

4.2 **Addendum** means a mutually executed, written modification to a Contract Document.

4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.

4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.

- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 4.14 **OAC** means the Oklahoma Administrative Code.
- 4.15 **OMES** means the Office of Management and Enterprise Services.

- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created,

prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

## **5 Pricing**

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

## **6 Ordering, Inspection, and Acceptance**

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.
- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.
- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

## **7 Invoices and Payment**

**7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

## **8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation**

**8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set



forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;
- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

- 8.2** Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.
- 8.3** Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

## **9 Compliance with Applicable Laws**

- 9.1** As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:
- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
  - B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;
  - C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
  - D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
  - E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
  - G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
  - H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify);
  - I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
  - J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.
- 9.2** The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at [https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG\\_0.pdf](https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf). Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.
- 9.3** At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4** In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory

contract provisions required in connection with the receipt of federal funds or other funding source.

- 9.5** The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6** As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7** The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8** Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9** Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.
- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format

usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

## **10 Audits and Records Clause**

**10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, 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. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.

**10.2** The Supplier 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 or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-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.

**10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

## **11 Confidentiality**

**11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer’s prior express written

permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents,

representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.

**11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

**11.7** Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

## **12 Conflict of Interest**

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is

related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

### **13 Assignment and Permitted Subcontractors**

**13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.

**13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.

**13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to



the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

**13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.

**13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

#### **14 Background Checks and Criminal History Investigations**

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

#### **15 Patents and Copyrights**

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property,

copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

## **16 Indemnification**

### **16.1 Acts or Omissions**

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
  
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

### **16.2 Infringement**

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

### **16.3 Notice and Cooperation**

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

### **16.4 Coordination of Defense**

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally

participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

## **16.5 Limitation of Liability**

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

## **17 Termination for Funding Insufficiency**

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

**17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.

**17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

## **18 Termination for Cause**

**18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.

**18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

**18.3** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence

of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

**18.4** The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

## **19 Termination for Convenience**

**19.1** The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days' written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

**19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but

there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

## **20 Suspension of Supplier**

**20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.

**20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.

**20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

## **21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract.

A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

## **22 Certification Regarding State Employees Prohibition From Fulfilling Services**

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

## **23 Force Majeure**

**23.1** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

**23.2** Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

**23.3** Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay



or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

## **24 Security of Property and Personnel**

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

## **25 Notices**

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

### **If sent to the State:**

State Purchasing Director  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

### **With a copy, which shall not constitute notice, to:**

Purchasing Division Deputy General Counsel  
2401 North Lincoln Boulevard, Suite 116  
Oklahoma City, Oklahoma 73105

## **26 Miscellaneous**

### **26.1 Choice of Law and Venue**

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

## **26.2 No Guarantee of Products or Services Required**

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

## **26.3 Employment Relationship**

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

## **26.4 Transition Services**

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

## **26.5 Publicity**

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

## **26.6 Open Records Act**

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

## **26.7 Failure to Enforce**

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

## **26.8 Mutual Responsibilities**

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service under the Contract may be transitioned after termination or expiration of the Contract.
- E.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

## **26.9 Invalid Term or Condition**

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or

condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

#### **26.10 Severability**

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

#### **26.11 Section Headings**

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

#### **26.12 Sovereign Immunity**

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

#### **26.13 Survival**

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

#### **26.14 Entire Agreement**

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition,

understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

#### **26.15 Gratuities**

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

#### **26.16 Import/Export Controls**

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

**ATTACHMENT C**  
**AGENCY TERMS**  
**SOLICITATION NO.1600000057**

**1. PROPERTY OWNERSHIP**

All completed projects are the property of the State of Oklahoma Department of Commerce. At the conclusion of a project or on demand, all work files and final art shall be fully packaged and delivered to the Oklahoma Department of Commerce. Work files includes fonts, images, vectors, design files and related assets. Work files must include editable text (no outlined text). All rights to duplicate or share the work belong to the State of Oklahoma.

**2. INVOICING**

All billing under this Contract will be on a project by project basis. No monthly fees or retainers will be accepted. Work cannot be billed until it is completed and delivered to ODOC. Statements must include a breakdown of the service provided and the hours worked on the project. Projects must be billed individually.

**Deleted:** Estimates and invoices must be developed using the rates specified in the firm's RFP submission.

**Deleted:** c

**3. COMPLIANCE**

All video and online interactive work must be compliant with the State of Oklahoma's Information Technology (IT) Accessibility Standards and Federal Section 508 Electronic and Information Technology Accessibility Standards, and be designed to meet World Wide Web Consortium Accessibility Guidelines (WCAG) to ensure employees, program participants and members of the general public with disabilities access to and use of information and data that is comparable to the access and use by individuals without disabilities. This includes meeting WCAG standards in website development and providing captions for video content.

**4. ACTIVITY REPORTS**

Supplier will provide regular, weekly activity reports to ODOC as well as reporting requested on any particular project.



**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: Oklahoma Department of Commerce, ODOC Agency Number: 16000

Solicitation or Purchase Order #: 1600000057

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



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

**1. RE: Solicitation# 160000057**

**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 Permit<sup>1</sup>:**

- 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](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 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.<sup>2</sup>

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>  
<sup>2</sup> 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



## Vendor/Payee Form

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

**DO NOT use this form for:**

- > **Garnishment Payees:** Use [OMES Form GarnVendor](#)
- > **State Employees:** Use [OMES FORM Employee Vendor Request](#)
- > **Vendors pending contract award** to a solicitation released by the division of Central Purchasing or another Oklahoma state agency **MUST** first register online with the state unless exempt per statute. For additional information, please refer to [Central Purchasing Vendor Registration](#).

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

State agency should email completed and signed form to [vendor.form@omes.ok.gov](mailto:vendor.form@omes.ok.gov) or fax to 405-522-3663.

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

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

<b>Agency Name</b>	Office of Management & Enterprise Services (OMES)			<b>Contact Name</b>	Cinnamon Alexander
<b>Phone #</b>	405-365-2581	<b>Fax #</b>	Na	<b>Email</b>	cinnamon.alexander@omes.ok.gov
<b>Agency Request To</b> – Please select all applicable request types					
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID _____			
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address # _____	PeopleSoft Location # _____		
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____		
<input type="checkbox"/> Other	Explain _____				
<b>Vendor 1099 Reportable Status</b>	<b>Attention Paying Agency:</b> Please check the <b>Add</b> box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the <b>Remove</b> box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:				
<input type="checkbox"/> <b>Add:</b>	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 – Other Income		
<input type="checkbox"/> <b>Remove:</b>	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds		
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney				

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

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

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

**W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES**

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.

**U.S. Taxpayer Identification Number (TIN)**

Federal Employer Identification Number (FEIN) \_\_\_\_\_ If none, but applied for, date applied \_\_\_\_\_

U.S. Social Security Number (SSN) \_\_\_\_\_ If none, but applied for, date applied \_\_\_\_\_

**Entity Filing Classification:**

Domestic (U.S.) Sole Proprietor or Individual  Domestic (U.S.) Partnership  Domestic (U.S.) Corporation Type: \_\_\_\_\_

Limited Liability Company Type: \_\_\_\_\_

LLC Disregarded Entity:  YES  NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

Domestic (U.S.) Other Explain: \_\_\_\_\_

Foreign (Non-U.S.) Sole Proprietor or Individual\*  Foreign (Non-U.S.) Partnership\*  Foreign (Non-U.S.) Type: \_\_\_\_\_

Foreign (Non-U.S.) Other\* Explain: \_\_\_\_\_

**FOREIGN VENDOR INSTRUCTIONS: \* ADDITIONAL DOCUMENTATION IS REQUIRED.**

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/fw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/fw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/fw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/fw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/fw8imy.pdf>

**This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.**

**SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.**

\_\_\_\_\_  
Signature of Vendor Representative or Individual Payee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title of individual signing form for company

\_\_\_\_\_  
Vendor/Payee (Must be the same as Payee Name from page 1)

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

<input type="checkbox"/> <b>1 - RENTS</b> 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> <b>1- RENTS (continued)</b> 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles  <input type="checkbox"/> <b>2 – ROYALTIES</b> 553170 Royalties	<input type="checkbox"/> <b>3 – OTHER INCOME</b> 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> <b>6 - MEDICAL &amp; HEALTH CARE PAYMENTS</b> 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> <b>7 - NON-EMPLOYEE COMPENSATION</b> 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> <b>14 - GROSS PROCEEDS TO AN ATTORNEY</b> 553180 Settlements – Paid To/Thru Attorney		