



State of Oklahoma
Oklahoma Public Employees Retirement System
Communications Department

Solicitation
Cover Page

1. Solicitation #: 20-223

2. Solicitation Issue Date: 04/10/2020

3. Brief Description of Requirement:

The Oklahoma Public Employees Retirement System (OPERS) is requesting proposals from qualified firms or parties for design services. Designs will include print and digital publications. Current publications are available to view on our website at www.opers.ok.gov/publications.

4. Response Due Date¹: 05/01/2020

Time: 3:00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address: Oklahoma Public Employees Retirement System
PO Box 53007, Oklahoma City, OK 73152-3007

Common Carrier Delivery Address: 5400 N. Grand Blvd., Suite 400
Oklahoma City, OK 73112-5625

Electronic Submission Address: swhite@opers.ok.gov (preferred)

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

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

7. Contracting Officer:

Name: Stephanie White
Phone: (405) 858-6768
Email: swhite@opers.ok.gov

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

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

BACKGROUND

The Oklahoma Public Employees Retirement System (OPERS or System) is a public retirement system serving approximately 33,000 active members, 36,000 retired members and nearly 300 participating government employers across the state of Oklahoma. Active members of OPERS consist of state and local government employees, hazardous duty employees, state and local elected officials, and judicial members who participate in the Uniform Retirement System for Justices and Judges (URSJJ) – a separate retirement plan administered within the OPERS organizational structure.

EXECUTIVE SUMMARY

OPERS strives to produce quality print, electronic and web communications that project a consistent and trustworthy image to members and the general public. As part of this effort, the retirement system is requesting proposals from qualified firms or parties for design services. The primary deliverables in this engagement include design and layout of the following:

- Two Comprehensive Annual Financial Reports (CAFRs) for OPERS and URSJJ published in electronic format only. This includes overall design and layout of publications and web-ready files to upload to OPERS website.
- Two Popular Annual Financial Reports (PAFRs) for OPERS and URSJJ published in print format and sent to OPERS members as an insert in a newsletter. This includes overall design and layout of publications and print and web-ready files to printer and OPERS, respectively.
- Six issues of the OPERS and URSJJ newsletters. This includes creating a new print template, and possibly creating an e-newsletter template design.
- *EssentialOPERS* series. Design four, single-page plan summaries that provide basic overviews of each plan administered by the System.
- Five member handbooks – State & Local Government Employees, Hazardous Duty Employees, Elected Officials, Judicial Members and Retired Members. This includes redesign of covers and page layouts and the creation of new graphic elements for tables, charts and graphs.
- Three financial and retirement planning seminar booklets. This includes updating covers and providing periodic updates to tables, charts and other graphical elements of the three publications.
- Updating cover of OPERS Retirement Coordinator Manual.
- Special projects as identified.

Recent versions of most of the publications described in this request are available on the OPERS website at www.opers.ok.gov/publications.

QUALIFICATIONS

- The Contractor must be a reputable graphic design company with considerable experience designing and producing documents similar to projects in this solicitation, including designs for print and web implementation;
- The Contractor must be able to provide a devoted team to work on these projects, including an experienced senior project manager to act as the main point of contact;
- Experience in commercial print management is desirable; and,
- The Contractor must guarantee timely delivery of the projects.

SCOPE OF WORK

For each product, the Contractor will be expected to produce three different layout options based on the design concepts developed for the OPERS and URSJJ identities in advance with up to three rounds of feedback. The Contractor will be expected to work with OPERS to agree on proofs, with the expectation there will be up to three rounds of corrections or adjustments before final proofs are produced and prepared for print or web publication.

1. OPERS and URSJJ Comprehensive Annual Financial Reports (or Comprehensive Reports or CAFRs) and Popular Annual Financial Reports (Popular Reports or PAFRs)

OPERS is required by state law to publish the Comprehensive Reports for OPERS and the URSJJ no later than December 1 each year. OPERS satisfies that requirement by uploading the final electronic versions of both reports no later than November 30.

OPERS also sends a summary of the CAFRs, known as Popular Annual Financial Reports, to OPERS and URSJJ members each year. Completion of both PAFRs is completed immediately following the completion of the CAFRs and must be completed no later than December 15.

Contractor can expect to receive final data for the OPERS and URSJJ Comprehensive and Popular Reports the first of November each year. If necessary, a meeting between the System and Contractor will be scheduled to finalize a production timeline to meet statutory delivery requirement of both reports by November 30. Contractor agrees to provide web-ready files to meet this requirement by a date that will be mutually agreed upon by the System and the Contractor at the beginning of work on the CAFRs.

The ultimate approval of the final Comprehensive and Popular Reports rests with the System. The approval includes, but is not limited to, artwork and design layout, color, font, and page sequence. It is anticipated the OPERS and URSJJ CAFRs and PAFRs will be comparatively the same size and format as the 2019 versions on the OPERS website at www.opers.ok.gov/publications.

The System will furnish the following to the Contractor to be used in the publication of the OPERS and URSJJ Comprehensive and Popular Reports:

- Text and graphs or data for all sections of both the OPERS and URSJJ Comprehensive Reports and summarized data for the Popular Reports. This information will be provided in various formats, as it comes from multiple sources (i.e., System staff and other contractors employed by OPERS). The information will be transmitted from System to the Contractor in a variety of methods including e-mail, U.S. mail, and/or personal delivery or pick-up, depending upon the circumstances.
- Photos of all Board members and System executive staff, as needed. The same photographs and layout for the Board members and System staff will be used in both OPERS and URSJJ CAFRs.

Contractor will be responsible for the following:

- Developing the themes, subject to System approval, for the OPERS and URSJJ Comprehensive Reports. The Contractor will develop up to three themes for both the OPERS and URSJJ CAFR for review and selection by the System. In order to facilitate this process, Contractor may verbally present ideas for themes to the System for preliminary agreement prior to any design preparation.
- Developing the artwork for the front, back and inside covers and section dividers for the OPERS and URSJJ Comprehensive Reports. This includes determining the appropriate font, size, style, etc., of the text for these pages. The System will be allowed four design changes within the contract price for each CAFR for the artwork, graphic text, and stylized graphs and tables after the initial design work has been completed.
- Creating a limited set of stylized charts, tables and other graphical elements where requested.
- Arranging for a professional photographer to provide photography (individual and/or group) of the System executive staff and Board of Trustees at the System or another location mutually agreed upon between the System and the photographer. Final photographs will be approved by the System. Other photographic assignments may be identified throughout this engagement that the System would look to the Contractor to facilitate.
- Providing hard copy proofs of each section of the OPERS and URSJJ CAFRs within the timeframes specified in the contract or other timeframes as mutually agreed upon between the System and Contractor.

- Delivering the final electronic versions (web-ready PDFs) of the OPERS and URSJJ Comprehensive Reports to the System to meet statutory delivery requirement of December 1 each year and upload to the System website.
- Delivering the final print versions of the OPERS and URSJJ Popular Reports to the System for delivery to the printer no later than December 15.
- Creating page numbers and footers throughout the report (except section divider pages).
- Creating a table of contents page for both OPERS and URSJJ CAFRs with final approval by the System.

2. *Essential*OPERS series (4 versions)

The *Essential*OPERS series consists of four, single-page summaries of plan provisions for State & Local Government Employees, Hazardous Duty Members, Elected Officials and Judicial Members.

Contractor will be responsible for the following:

- Reviewing each edition for redesign purposes, possibly incorporating graphical elements. OPERS wants to maintain these documents as single-page summaries for ease of understanding and dissemination.
- Making minor changes at the request of OPERS when there are changes to basic plan provisions.

3. Newsletters (6 editions)

Each year, OPERS publishes six unique newsletter editions: OPERS Active Members (2 issues to approximately 33,000 members), OPERS Retired Members (2 issues to approximately 36,000 retirees) and Judicial Members (2 issue to approximately 650 members). Newsletters are normally mailed in February and July.

Contractor will be responsible for the following:

- Layout of all editions, providing PDF proofs and making revisions, prep for final output to web and color prints of all versions of the newsletters;
- Developing and delivering three design concepts for each edition for review and selection by the System; and,
- Providing print-ready files to designated printer and web-ready versions to OPERS.

4. OPERS and URSJJ Handbooks (5 versions)

OPERS publishes handbooks for five different member groups: State & Local Government Employees (31,600 members), Hazardous Duty Employees (2,400 members), Elected Officials (260 members), Judicial Members (260 members) and retired members (36,000 members). The contents of the handbooks are updated periodically depending upon changes to rules and laws governing plan provisions.

Contractor will be responsible for the following:

- Developing design and layout of four-color process cover for all handbooks;
- Developing new page layouts to improve readability and incorporate more graphical elements in the handbooks;
- Developing and delivering three design concepts for review and selection by the System; and,
- Providing print-ready files to designated printer and web-ready files to OPERS.

5. Financial and Retirement Planning Seminars Booklet Covers

OPERS provides three unique financial and retirement planning seminars. Seminar booklets are updated each year for content and cover themes revisited every 2-3 years.

Contractor will be responsible for the following:

- Developing design and layout of 4-color process cover for each seminar booklet, as needed;
- Developing and delivering three design concepts for each seminar for review and selection by the System; and,
- Providing print-ready files to designated printer and web-ready versions to OPERS.

6. Retirement Coordinator Manual Cover

OPERS publishes a user manual for representatives who serve as liaisons to the System from each of the participating employers in the retirement systems. The contents of the manual are handled within the System, but the cover is redesigned annually.

Contractor will be responsible for the following:

- Developing design and layout of cover of the Retirement Coordinator Manual;
- Developing and delivering three design concepts for review and selection by the System; and,
- Providing web-ready files to OPERS.

7. OPERS Special Projects

All special projects not specifically stated in this contract will be defined in terms of scope, timeline and cost, and mutually agreed upon by the System and Contractor, before work is to commence.

Contractor will be responsible for the following:

- Developing and designing special projects as needed; and,
- Providing print and/or web-ready files to OPERS.
- Meeting deadlines provided by System.

OWNERSHIP OF PRODUCTION MATERIALS

All materials used to design the above-mentioned publications and the PDF versions including art and text, as well as pages, text, and artwork created during the production of the publications will remain the property of the System. All supplemental materials used in the production of the publications, including hard copy materials, and any other information, documents, disks, or other transmissions provided, remain the property of the System. It is the responsibility of Contractor to return these materials to the System at the completion of the contract. Final invoices will not be paid until such materials have been returned in total to the System.

TIMELINES AND DEADLINES

The initial term of the agreement shall be for the fiscal year beginning July 1, 2020 and ending June 30, 2021. The term of this agreement may be extended for four additional one-year periods. The following timeline is an estimate and may be adjusted at OPERS discretion any time during this selection process.

Issue date of RFP	April 10, 2020
Deadline for questions submitted in writing via e-mail (no later than 3:00 p.m. CST)	April 17, 2020
Date for answers to questions	April 24, 2020
Response due date (no later than 3:00 p.m. CST)	May 1, 2020
Award business (date contingent on final negotiations)	May 15, 2020
Contract start date	July 1, 2020

EVALUATION CRITERIA

In general, the proposals will be evaluated based on, but not limited to, the general evaluation criteria stated below and the completeness, clarity and content of the proposal.

1. Qualifications and Experience

- Years of experience and training of key personnel
- Quality of graphic design samples provided by the Contractor
- Use of strategic messaging and imagery in graphic design samples provided by the Contractor
- Knowledge and experience with providing graphic design services for other similar organizations
- Feedback from references

2. Cost

3. Contractor Responsiveness to RFP

- Total scope of services offered
- Responses to overall proposal
- Proposal presentation (completeness, organization, appearance, etc.)

Cost will not be the sole determining factor in the award. To determine the award OPERS will use a proposal evaluation method to award a contract to the Contractor offering services and experience that represents the best overall value to the retirement system.

Proposal Evaluation Procedures - Proposals will be evaluated individually by a Proposal Evaluation Team (hereinafter referred to as the Team) using the "Proposal Evaluation Criteria" as listed above.

Team members will evaluate each proposal based on their experience and judgment of how well the proposal addresses the stated requirements. Each prospective Contractor is assured any proposal submitted will be evaluated independently using the best available information and without any forgone conclusions.

Consideration will also be given to written clarification provided during the evaluation process and input from staff or other persons judged to have useful expertise that should be considered in a responsible, fair assessment of the relative merits of each proposal.

The Team may arrange demonstrations and/or conference calls with representatives of the companies. The purpose shall be the clarification of any aspect of the proposal that is deemed to have a material bearing on arriving at a fair determination of which proposal offers the best overall value.

A Contractor's submission of a proposal constitutes its acceptance of this evaluation technique and its recognition and acceptance that subjective judgments will be used by the evaluators in the evaluation.

QUOTE SUBMITTAL FORMAT

This process begins on Friday, April 10, 2020, with the delivery of this solicitation and continues until 3:00 p.m. CST on Friday, May 1, 2020, the closing date and time for submission of proposals. Submissions should include:

1. Completed *Proposed Fees/Submittal Form* on Pages 8 and 9.
2. Completed *Responding Bidder Information* on Page 10 and 11 and provide a certificate of insurance.
3. Completed *Certification for Competitive Bid and/or Contract (Non-Collusion Certification)* on Page 12.
4. Description of design team or firm. This should include location of the firm's office(s), and a general description of the firm's history, past work and areas of expertise.
5. Description of the qualifications of team or firm. Provide descriptions of similar projects along with samples of work.
6. A short list of at least three previous clients, with contact information, for whom similar work has been performed.

QUESTION AND ANSWER PERIOD – OPERS CONTACT INFORMATION

Questions to be addressed prior to the due date should be submitted by mail or email to:

Stephanie White, Communications Manager
Oklahoma Public Employees Retirement System
PO Box 53007 | Oklahoma City, OK 73152
5400 North Grand Boulevard, Suite 400 | Oklahoma City, Oklahoma 73112
Phone: 405-858-6768 | Email: swhite@opers.ok.gov (email is preferred)

PROPOSED FEES/SUBMITTAL FORM

Solicitation Number: 20-223

Firm or Party: _____

Primary Contact: _____ Title: _____

Address: _____

Phone: _____ Email: _____

FY 2021: July 1, 2020 – June 30, 2021
FY 2022: July 1, 2021 – June 30, 2022
FY 2023: July 1, 2022 – June 30, 2023
FY 2024: July 1, 2023 – June 30, 2024
FY 2025: July 1, 2024 – June 30, 2025

DESCRIPTION OF WORK PERFORMED	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
General Fees for the OPERS and URSJJ Comprehensive Annual Financial Reports (CAFRs)					
Layout and design of OPERS CAFR	\$	\$	\$	\$	\$
Layout and design of URSJJ CAFR	\$	\$	\$	\$	\$
General Fees for the OPERS and URSJJ Popular Annual Financial Reports (PAFRs)					
Layout and design of OPERS PAFR	\$	\$	\$	\$	\$
Layout and design of URSJJ PAFR	\$	\$	\$	\$	\$
Supplemental Fees for the OPERS and URSJJ CAFRs and PAFRs					
Photography for reports	\$	\$	\$	\$	\$
Development of charts and graphs for OPERS CAFR and PAFR	\$	\$	\$	\$	\$
Development of charts and graphs for URSJJ CAFR and PAFR	\$	\$	\$	\$	\$
General Fees for the <i>Essential</i> OPERS series					
Redesign of four versions of series	\$	\$	\$	\$	\$
General Fees for the OPERS Newsletters					
Layout and design of newsletters – Six editions (eight-page design)	\$	\$	\$	\$	\$
Supplemental Fees for the OPERS Newsletters					
Layout and design of e-newsletter template	\$	\$	\$	\$	\$
General Fees for the OPERS and URSJJ Handbooks					
Layout and design of 4-color process cover and page layout – five editions	\$	\$	\$	\$	\$

PROPOSED FEES/SUBMITTAL FORM (CONTINUED)

Solicitation Number: 20-223

DESCRIPTION OF WORK PERFORMED (continued)	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
General Fees for the OPERS Financial and Retirement Planning Seminar Booklets					
Layout and design of 4-color process covers (three versions)	\$	\$	\$	\$	\$
General Fees for the OPERS Retirement Coordinator Manual					
Layout and design of cover					

TOTAL PROPOSED FEES	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025
	\$	\$	\$	\$	\$

General Fees for Special Projects					
Hourly design rates for special projects	\$	\$	\$	\$	\$



Responding Bidder Information

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

1. **RE: Solicitation #** 20-223

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 Permit³:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: _____

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

6. **Workers' Compensation Insurance Coverage:**

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

☐ YES – Include with the bid a certificate of insurance.

☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.⁴

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

☐ NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature

Date

Printed Name

Title



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

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Agency Name: Oklahoma Public Employees Retirement System Agency Number: 0515

Solicitation or Purchase Order #: 20-223

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

GENERAL PROVISIONS

A.1. Definitions

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.6. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

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

A.4. Bid Change

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

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

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Oklahoma Public Employees Retirement System located at 5400 N. Grand Boulevard, Suite 400, Oklahoma City, OK 73112 at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

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

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:

- A.9.2.1. Any Addendum to the Contract;
- A.9.2.2. Purchase order, as amended by Change Order (if applicable);
- A.9.2.3. Solicitation, as amended (if applicable); and
- A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

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

A.10. Pricing

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

A.11. Manufacturers' Name and Approved Equivalents

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

A.12. Clarification of Solicitation

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13. Negotiations

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State of Oklahoma.

A.14. Rejection of Bid

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

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link:
<https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Addendums, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.18. Invoicing and Payment

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.

- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful supplier(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

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

A.27. Employment Relationship

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

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

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

A.29. Compliance with Applicable Laws

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

A.30. Special Provisions

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