



The Oklahoma Department of Corrections Contracts & Acquisitions Unit

3400 N. Martin Luther King Blvd, Oklahoma City, OK 73111
Fax (405) 425-2574



Invitation to Bid # 1310003665

Bid Title: LSI Training - Community Sentencing

DOC Buyer: Randy Pogue

E-mail Address: randy.pogue@doc.state.ok.us

TIMETABLE	Date	Time
ITB/RFP Issue Date:	03/1 5 2013	
Questions Due by:	03/1 5 2013	3:00 PM CT
All Amendments will be posted by:	03/15/2013	2:00 PM CT
• CLOSING DATE (PACKET #1 DUE)	03/21/2013	2:00 PM CT

Packet # 1 MANDATORY RETURN	
Page #	Bid Package Contents
1-2	Signatory Form
3	Non-Collusion Certification
4	Professional Services Contract Certification (As Required)
5-9	Responding Bidder Information
10	Audit & Records Clause
1-xx	Request for Quote, Other:

Packet # 2 DO NOT RETURN	
Page #	Package Contents
1-7	General Provisions
	Other:

SUBMIT BID RESPONSES TO:
DEPARTMENT OF CORRECTIONS
CONTRACTS & ACQUISITIONS
P.O. Box 18919
OKLAHOMA CITY, OK 73154

OR

For Courier Service, PHYSICAL:
DEPARTMENT OF CORRECTIONS
CONTRACTS & ACQUISITIONS
2ND FLOOR ROOM 229
3400 N. MARTIN LUTHER KING BLVD
OKLAHOMA CITY, OK 73111

The envelope containing your Bid/Proposal response is to be annotated on the outside front lower left hand corner of the envelope with the contract bid number, closing date and time. If the Bid/Proposal is mailed by special courier (FedEx, UPS, USPS Priority Mail) then the Bid/Proposal response must be enclosed in a separate appropriately marked envelope within the courier's packaging. Failure to provide this information on the envelope may result in the bid not being considered. Do not submit bids by fax or electronically.

**SEALED BIDS ARE REQUIRED
THE INVITATION TO BID IS SUBJECT TO CHANGE**

There may be one or more amendments to this Bid.

Please do not include any unsolicited items, i.e. business cards, introduction letters unless specifically requested.



OKLAHOMA DEPARTMENT OF CORRECTIONS
REQUEST FOR BID/PROPOSAL
SIGNATORY FORM
Packet # 1



A| SOLICITATION # : 1310003665

B| FOR: LSI Training - Community Sentencing

C| PURSUANT TO OKLAHOMA STATUTES, REGULATIONS AND EXECUTIVE ORDERS, BIDS/PROPOSALS WHICH FAIL TO CONFORM WITH THE FOLLOWING REQUIREMENTS MAY BE REJECTED BY DOC IF FOUND TO BE MATERIAL

- 1) ALL QUESTIONS AND CORRESPONDENCE SHALL BE MADE IN WRITING BY E-MAIL OR FAX. ALL PHONE CALLS RECEIVED CONCERNING BIDS WILL BE NOTIFIED TO FOLLOW THIS POLICY.**
- 2) The "Authorized Signature" on all pages of the Solicitation Request should be signed by the bidder's authorized representative.**
- 3) It is the bidder's sole responsibility, to insure that proposals are received by DOC's Contracts & Acquisition Unit on or before the posted bid/proposal closing date and time. Under no circumstances will DOC be responsible for vendor's, U.S. mail's or special courier's failure to make timely delivery of the bid response. Official time/date stamp within the DOC Contracts & Acquisition Unit is the Official Time of the bid's delivery and DOC's receipt thereof.**
- 4) The envelope containing your Bid/Proposal response shall be annotated on the outside front lower left hand corner of the envelope with the bid number, closing date, closing time and buyer's name.**
- 5) The Bid/Proposal shall include all price information. Bid/Proposal prices shall include delivery/freight charges of all items (F.O.B. Destination). Price quotes shall be firm through issuance of contract.**
- 6) Bidder's response may not be withdrawn for a period of thirty (30) days after the Bid/Proposal closing date.**
- 7) Bids/Proposals for Services: Work is to commence within ten (10) days after receipt of a Purchase Order unless notified to the contrary either in the DOC's bid or specifications or written authorization from DOC.**
- 8) Bids/Proposals for Products – Products will be delivered within ten (10) days after notification of the award, unless notified to the contrary on the bid, or by written authorization from DOC.**
- 9) All Bid/Proposal prices shall be type or written in ink on the bid/proposal form.**
- 10) All corrections, white-outs, erasures, re-striking or type, or other forms of alteration, or the appearance of alteration, to unit and/or total prices will be initialed in ink by the bidder.**
- 11) The bidder shall complete and submit, and accompanying the Bid/Proposal, the attached Non-Collusion Certification and Signatory page.**
- 12) The Non-Collusion Certification shall be signed and returned with the bid.**
- 13) Subsequent Written Contract: Contract may not be awarded to successful bidder on determination or notice or successful bidder, and may be awarded only after acceptance by DOC of subsequently written contract. If the parties are unable to reach such written agreement, DOC reserves the right to enter into such a written contract with the next successful bidder, or reject all bids and/or rebid the project/request.**
- 14) The Department of Corrections reserves the right to reject any and all bids and responses.**
- 15) Requests for "Tab Sheets" shall be made in writing or by email to the contracting officer and only after bid is awarded.**

Signatory Form



OKLAHOMA DEPARTMENT OF CORRECTIONS
REQUEST FOR BID/PROPOSAL
SIGNATORY FORM
Packet # 1



SOLICITATION # : 1310003665

D| ADDITIONAL REQUIREMENTS:

E| THIS SECTION TO BE COMPLETED BY BIDDER

DELIVERY CAN BE MADE _____ DAYS, OR _____ WEEKS AFTER RECEIPT OF PURCHASE ORDER.

Signature of the bidder attests that the bidder has read, understands, and agrees to all terms, conditions, and specifications set forth in the request for bid/proposal, including all addenda, furthermore, signature by the bidder signifies that the request for bid/proposal and the responsive bid/proposal constitutes a contract immediately upon notice of acceptance of the bid/proposal by the state of Oklahoma for any or all of the items bid, and for the length of time indicated in the request for bid/proposal. Failure to accept the contract within the time period indicated in the request for bid/proposal, or failure to hold prices or meet any other terms and conditions as defined in either the request for bid/proposal or during the term of the contracts, shall constitute a breach and may result in suspension or debarment from further state bidding. A defaulting contractor may also be liable, at the option of the state, for the difference between the contract price and the price bid by an alternate vendor or the goods or services in addition to other remedies available.

F| SIGNATURE OF BIDDER

G| NAME OF FIRM

H| PRINT/TYPE NAME AND TITLE

I| DATE

Signatory Form



**State of Oklahoma
Department of Corrections**

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

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

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



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

**Professional Services Contract
Certification**

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

A. In accordance with 74 O.S. § 85.42, the supplier 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.

B. In accordance with 74 O.S. § 85.41, if this contract is for professional services as defined in 74 O.S. § 85.2, and if the final product is a written proposal, report, or study, the supplier further certifies that (s)he has not previously provided the state agency or any other state agency with a final product that is a substantial duplication of the final product of the proposed contract.

Signature

Date

Printed Name

Title



**State of Oklahoma
Department of Corrections**

Responding Bidder Information

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

1. RE: Solicitation # _____

2. Bidder General Information:

FEI / SSN : _____ VEN ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit (Required for ALL Solicitations):

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules - fill out attached "Sales Tax Statement of Exemption" form on Page 6. For additional assistance: <http://www.tax.ok.gov/faq/faqbussales.html>

5. Registration with the Oklahoma Secretary of State (Required If Bid Exceeds \$25,000):

YES - Filing Number: _____

NO - Exempt pursuant to Oklahoma Laws or Rules - fill out attached "Secretary of State Statement of Exemption" form on Page 7. For additional assistance: <http://www.sos.ok.gov> or 405-521-3911.

6. Workers' Compensation Insurance Coverage (Required for ALL Solicitations):

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

YES – include a certificate of insurance with the bid

NO - Exempt from Workers' Compensation Insurance - fill out attached "Affidavit of Exempt Status Under The Workers' Compensation Act" form on Pages 8-9. For additional assistance: http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html

7. General Liability Insurance Coverage (Required for ALL Solicitations):

Include a certificate of insurance with the bid

Authorized Signature

Date

Printed Name

Title

SALES TAX STATEMENT OF EXEMPTION

DATE: _____

FROM: _____
 Legal Business Name

SUBJECT: OKLAHOMA SALES TAX EXEMPTION

REF: OKLAHOMA ADMINISTRATIVE CODE 710:65

I hereby claim exemption of the Oklahoma Sales Tax Code. Vendor must state the reason below for claiming exemption.

The Oklahoma Tax code can be found at
<http://www.tax.ok.gov/rules/rules.html>.

Signed

Printed Name

SECRETARY OF STATE STATEMENT OF EXEMPTION

DATE: _____

FROM: _____
 Legal Business Name

SUBJECT: SECRETARY OF STATE EXEMPTION

REF: OKLAHOMA ADMINISTRATIVE CODE 580:16

I hereby claim exemption of the Oklahoma Secretary of State. Vendor must state the reason below for claiming exemption.

For additional assistance: <http://www.sos.ok.gov> or 405-521-3911.

Signed

Printed Name

AFFIDAVIT OF EXEMPT STATUS UNDER THE WORKERS' COMPENSATION ACT

State of Oklahoma)
)
County of _____)

I, _____ state under oath as follows:

1. I, _____ (Name of individual) operating as _____ (independent contractor's business name), have agreed to provide services to _____ (Contractor) during calendar year _____.
2. I have read, signed and attached the Exempt Status Fact Sheet and understand that an Independent Contractor is one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.
3. I understand that based upon the representations in this Affidavit of Exempt Status, I am requesting **CompSource Oklahoma's Policyholder** to consider my business to be that of an independent contractor; **that I am not an employee under the Workers' Compensation Act** and the policy issued by **CompSource Oklahoma**; and that no premium be charged for the services performed by my business during the policy year.
4. **I am an independent contractor, not an employee of the contractor. I do not want workers' compensation insurance and understand that I am not eligible for Workers' Compensation benefits.**
5. I will obtain workers' compensation and employers' liability insurance for my employees if I have employees, unless they are otherwise exempt from the requirements of the Workers' Compensation Act.
6. I have read, signed and attached the Exempt Status Fact Sheet describing what is an Independent Contractor and the information provided is not the result of force, threats, coercion, compulsion or duress.
7. I understand that the execution of the affidavit shall establish a rebuttable presumption that the executor is not an employee for purposes of the Workers' Compensation Act.
8. I understand that the execution of an affidavit shall not affect the rights or coverage of any employee of the individual executing the affidavit.
9. I understand that knowingly providing false information on an Affidavit of Exempt Status Under the Workers' Compensation Act shall constitute a misdemeanor punishable by a fine not to exceed One Thousand Dollars (\$1,000.00).

Independent Contractor (Executor) Signature

Date _____ Name _____ Title _____

Signature _____ Business Name _____

Notary Public

Signed and sworn to before me on this ____ day of _____, 20__ by _____.

Notary Public My Commission Expires: _____ My Commission # _____

******GIVE THE SIGNED FORM TO YOUR GENERAL CONTRACTOR******

This form is to be signed and notarized at the start of a job/project for this contractor and is good for the job/project or any similar job/project performed for the contractor for one year from the date of notary.

For domestic servants, trucking owner/operators, and other exemptions, please contact CompSource Oklahoma at 405-232-7663 ext. 5102.

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to \$1,000.00 per offense. (36 OS §§924.5)

It is a crime to falsify the information on this form.

EXEMPT STATUS FACT SHEET

An independent contractor is defined by law as one who engages to perform certain services for another, according to his own manner, method, free from control and direction of his contractor in all matters connected with the performance of the service, except as to the result or product of the work.

Below are statements to help you decide if you are an independent contractor. No one statement is controlling, and your status is based on all the facts in your situation. If a statement describes your situation, then check the box. If at least six of the statements below do not describe your business, you should not sign the attached Affidavit of Exempt Status Under the Workers' Compensation Act.

1. The nature of the contract between you and the contractor shows you are independent from the contractor. For example: Is there a written contract where you agree that you are an independent contractor? Are you a corporation or limited liability company? Do you maintain commercial general liability insurance or other business insurance?
2. The contractor exercises very little control over your work. For example: By the agreement, can the contractor exercise control on the details of the work or your independence? Do you exercise control over most of the details of the work? Do you create plans or specifications for the job? Do you set your own work hours?
3. You are engaged in a distinct occupation or business for others. For example: Do you work for companies or individuals other than the Contractor? Do you work for competitors of the Contractor? Does your business have a logo or uniform?
4. Your job is the kind of occupation where the work is usually performed by a specialist without supervision, and not under the direction of the contractor. For example: Is your work supervised by the Contractor?
5. Your occupation requires special skills, license, education or training.
6. The contractor does not supply the things needed to perform your job such as the tools and the place of work. For example: Do you supply any of the materials or tools for the work? Do you operate a vehicle owned by the contractor? Was the work performed at your business or the contractor's business location or jobsite? Do you wear a uniform supplied by the contractor?
7. The length of the job and how long you have worked for the Contractor does not show that you are really an employee. For example: Is this a one-time job, or will you be doing this for the contractor regularly?
8. You are paid as a separate contractor, not as an employee. For example: Do you invoice the Contractor for your services? Are you paid by the job? Do you file a federal income tax return for your business? Do you expect to receive an IRS Form 1099 from the Contractor? Does the Contractor pay your expenses?
9. Your work is not the regular business of the employer. For example: Is your work customarily done in the Contractor's line of business or as part of the Contractor's daily work? Have you ever been an employee of the Contractor? Do you work with other people hired by the Contractor on the work you perform?
10. You do not consider yourself an employee of the contractor. For example: Will the Contractor withhold taxes or monies from your payment? Have you ever been an employee of the Contractor? Have you or your employees ever filed an insurance claim against the Contractor?
11. You do not have the right to terminate the relationship without liability. For example: If you quit before the job is finished, is there a penalty?

Based upon these factors, do you believe that you are an independent contractor with exempt status?

(Write YES or NO) Signature _____
(INDEPENDENT CONTRACTOR/EXECUTOR)

Note: Employers who knowingly and willfully require an employee or subcontractor to execute an affidavit when the employer knows that the employee or subcontractor is required to be covered under a workers' compensation insurance policy shall be liable for a civil penalty of up to \$1,000.00 per offense. (36 OS §§924.5)

It is a crime to falsify the information on this form.



OKLAHOMA DEPARTMENT OF CORRECTIONS
Audits & Record Clause
Packet # 1



A| SOLICITATION # : 1310003665

B| FOR: LSI Training - Community Sentencing

Vendor to complete sections C thru I.

C| Vendor:

D| Vendor to read the following statement:

a) 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 agrees any pertinent state or federal agency will have the right to execution of the resultant contract.

B) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of seven (7) years following completion or termination of the contract. If an audit, litigation, or other action, involving such records, are started before the end of the three 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 two (2) year retention period, whichever is later.

E| Signature of Vendor Representative

F| Phone:

G| Date:

H| Printed Name of Vendor Representative

I| Title of Representative Signing



SOLICITATION REQUEST

 Request for Quote Request for Proposal Request for Bid**Dispatch via Print**

Department of Corrections

DEPARTMENT OF CORRECTIONS
3400 MARTIN LUTHER KING AVE
OKLAHOMA CITY OK 731360400

Vendor: _____
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Request Quote ID.	Date	Buyer	Page
1310003665	03/13/2013	Randy Pogue	1
Payment Terms	DateTime Quote Open	Closing	
30 Days	03/14/2013 06:52 AM	03/21/2013 02:00 PM	

Requisition Number Reference: From Req ID - 1310015054

Ship To: DEPARTMENT OF CORRECTIONS
COMMUNITY SENTENCING DIV/BUSINESS MANAGER
3700 N CLASSEN SUITE 110
OKLAHOMA CITY OK 73118

Bill To: DEPARTMENT OF CORRECTIONS
COMMUNITY SENTENCING DIV/BUSINESS MANAGER
3700 N CLASSEN SUITE 110
OKLAHOMA CITY OK 73118

Line	Cat CD / Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost
1	93141808 / 1000004445 SERVICE:Training,trainer charge	1	A8		

The Oklahoma Department of Corrections (DOC) is seeking the services of a qualified and experienced supplier who shall provide LSI-R and ASUS training for groups of up to 24 participants using a didactic and experiential training format.

Please see specifications attached.

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:

REQUEST FOR AN INDEFINITE QUANTITY CONTRACT. CONTRACT SHALL NOT EXCEED \$50,000 PER YEAR.

REQUESTED CONTRACT PERIOD: 12 MONTHS FROM THE DATE OF AWARD

REQUESTED AGREEMENT PERIOD: 12 MONTHS FROM THE DATE OF AWARD WITH TWO ONE-YEAR OPTIONS TO RENEW.

Offender Contact: Contractor's employees, agents, and representatives shall minimize interaction with offenders or patients, and shall report any verbal contact to DOC facility security staff before leaving the site.

Subject to Search: All persons, vehicles, packages and equipment entering a DOC facility are subject to search.

Contraband: Contractor's employees, agents, and representatives shall not have any weapons, tobacco products or any item deemed by facility to be potential contraband.

Tobacco Use Prohibited. The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, or under the control of DOC, including parking lots owned or under the control of DOC.

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

Authorized Signature

BIDDER SIGN ABOVE

A. GENERAL PROVISIONS

A.1. Definitions

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

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

A.2. Bid Submission

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

A.3. Solicitation Amendments

- A.3.1.** If an amendment is issued, then 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 acquire 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. 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; DCS/PURCHASING – GENERAL PROVISIONS (10/15/2010) SOLICITATION PACKAGE - PAGE 5

A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.

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

A.6. Bid Opening

Sealed bids shall be opened by the Oklahoma Department of Corrections located at 3400 Martin Luther King Avenue, Oklahoma City, OK 73111-4298 at the time and date specified in the solicitation as the Response Due Date and Time.

A.7. Bids Subject to Public Disclosure

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

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 shall consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.

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

A.10. Pricing

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

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

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

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid.

Reference to literature submitted with a previous bid shall not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent shall meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

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

A.13. Rejection of Bid

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

A.14. Award of Contract

A.14.1. The procuring agency 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 procuring agency to be in the best interest of the State of Oklahoma.

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

A.14.3. In order to be awarded a contract from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor Registration" process. (http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www.irs.gov/pub/irs-pdf/fw8ben.pdf). Failure to do so may delay contract award.

A.15. Contract Modification

A.15.1. The Contract is issued under the authority of the procuring agency who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the procuring agency approving official.

A.15.2. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the 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 Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the procuring agency.

A.17. Invoicing and Payment

A.17.1. Pursuant to 74 O.S. §85.44(B), invoices shall be paid in arrears after products have been delivered or services provided.

A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

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

A.19. Audit and Records Clause

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.20. Non-Appropriation Clause

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

A.21. Choice of Law

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

A.22. Choice of Venue

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

A.23. Termination for Cause

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

A.24. Termination for Convenience

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

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including worker's 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.26. Employment Relationship

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

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

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

A.28. Compliance with Applicable Laws

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

A.29. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Additional Definitions/Glossary of Terms

B.1.1. RFP - this Request for Proposal.

B.1.2. Contractor – The awarded Bidder.

B.1.3. Closing Date – the date the RFP closes, also proposal opening date, and proposal due date.

B.1.4. DOC – as used herein shall refer to the Oklahoma Department of Corrections.

B.1.5. Offender – individual incarcerated within the DOC system.

B.2. Contract Term

The contract period shall begin on date of award for a 12-month period with two one-year options to renew.

B.3. Preclusion from Resulting Contracts

Any supplier that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this RFP, either directly or indirectly is precluded from the award of such contract.

B.4. Sub-Contractors

B.4.1. The Contractor may use sub-contractors in support of this contract; however the Contractor shall remain solely responsible for the performance of this Contract.

B.4.2. All payments for products or services shall be made directly to the Contractor. If sub-contractors are to be used, the sub-contractors shall be identified in a bidder's proposal and shall include the nature of the services to be performed. DOC reserves the right to approve any and all sub-contractors providing services under this contract.

B.4.3. All sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by DOC. No payments shall be made to the Vendor for services performed pursuant to this contract by unapproved employees of a sub-contractor.

B.5. Unauthorized Obligations

At no time during the performance of this contract shall the Contractor have the authority to obligate the State or DOC for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the awarded contract for this project, Contractor shall cease the project and contact DOC for written approval prior to proceeding.

B.6. Severability

If any provision of this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. 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.

B.7. Failure to Provide Services

The Contractor's repeated failure to provide defined services, without reasonable basis as determined by the DOC, shall constitute a material breach of the Contractor's obligations, which may result in cancellation of the contract.

B.8. Security and Other Prohibitions

- B.8.1.** Contractors employees, agents, and representatives of the Contractor, shall comply with all security and identification procedures at DOC facilities where work is performed. DOC is responsible for alerting Contractor to these requirements prior to the commencement of work.
- B.8.2.** Tobacco Use Prohibited. The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of DOC, including parking lots owned or under the control of DOC.
- B.8.3.** Security requirements may include, but are not limited to:

Identification: All employees, agents, and representatives of the Contractor, while working on State property, shall carry or display acceptable identification.

Vehicle Security: Delivery drivers must turn off vehicle motors and lock cab doors whenever their delivery vehicle is unattended. Delivery vehicles shall be searched prior to entry and exit, causing up to a 30 minute delay each way.

Offender Contact: Contractors employees, agents, and representatives shall minimize interaction with offenders or patients, and shall report any verbal contact to DOC facility security staff before leaving the site.

Subject to Search: All persons, vehicles, packages and equipment entering a DOC facility are subject to search. Persons are typically pat searched and required to clear metal detection devices. Packages, briefcases, purses, etc., may be searched with x-ray equipment. Drug K-9 may also be used to search persons, vehicles, packages, and equipment.

Contraband: Contractors employees, agents, and representatives shall not have any weapons (including jack knives or box cutters), cell phones, pagers, drugs, tobacco products or any item deemed by facility to be potential contraband. Correctional officers can hold these items for delivery drivers at the delivery sally-port and return them as the driver exits the grounds. Any illegal items shall not be returned and shall be reported to local law enforcement.

Security Clearance: Contractors employees, agents, and representatives of the Contractor who enter secure facilities shall have prior approval to enter from facility security staff, generally involving a background check to ensure that they are not convicted felons. The Contractor shall submit background check requests a minimum of two weeks prior to arriving at the facility. At the facilities discretion, Contractor shall comply with any requests to reassign a Contractor employee, agent, or representative, whether or not the individual has passed the background check if it is determined by facility that there is a security concern.

B.9. Unavailability of Funding

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

C. SOLICITATION SPECIFICATIONS

C.1. Purpose

The Level of Services Inventory-Revised (LSI-R) was developed by Don A. Andrews, Ph.D., and James Bonta, Ph.D., to assess criminogenic risk and need of adult offenders. The objective, quantifiable instrument identifies both static and dynamic risk factors. Information obtained during the LSI-R interview along with that acquired from the Adult Substance Use Survey (ASUS) supports development of strategies to address the offender's criminogenic needs in order to reduce the likelihood of future criminal behavior. The use of these instruments has been adopted by DOC and authorized by policy and procedure.

C.2. Objective

The Oklahoma Department of Corrections (DOC) is seeking the services of a qualified and experienced supplier who shall provide LSI-R and ASUS training for groups of up to 24 participants using a didactic and experiential training format. Upon completion of the course, trainees shall possess the knowledge, skills, and abilities to:

- C.2.1** Administer, score, and interpret the LSI-R and the ASUS;
- C.2.2.** Utilize a systematic quality assurance protocol to ensure continuous improvement in the use of the instruments;
- C.2.3.** Demonstrate proficiency in the use of active listening skills and interviewing techniques, including Motivational Interviewing, to encourage offenders to disclose information necessary to ensure the accuracy of the assessment; and

- C.2.4. Understand evidence based practices and the principles of effective interventions necessary to change offender behavior.

C.3. SCOPE OF WORK, METHODS AND MAJOR TASKS

The Contractor providing this service shall:

- C.3.1. Conduct LSI-R/ASUS training sessions for two (2) groups, each not exceeding 24 participants selected by DOC. The curriculum shall include quality assurance protocols for the conduct of both the LSI-R and the ASUS instruments. Training shall occur in Oklahoma at location(s) identified and secured by DOC. Training shall be three (3) days in length and shall be completed by May 30, 2013.
- C.3.2. Critique for both LSI-R scoring inter-rater reliability and Motivational Interviewing Therapeutic Integrity (MITI-3) scale integrity measures a digital recording of an interview conducted by each participant following completion of training. The review and evaluation of each recording shall be completed by vendor and provided to DOC within thirty (30) days of receipt.
- C.3.3. Provide, if needed, up to three (3) additional training sessions for new employees or other individuals identified by DOC later in the contract period with date(s) to be mutually agreed upon by DOC and the Contractor. Each session shall not exceed 24 participants and will also take place in Oklahoma at a location identified and secured by DOC.

D. EVALUATION

D.1. Evaluation and Award

- D.1.1. Proposals shall be evaluated on the "best value" determination in accordance with the State of Oklahoma Statute Title 74, Section 85

D.2. Negotiations

- D.2.1. In accordance with Oklahoma Statutes, title 74 subsections 85.5.J (5) and 85.9D.A, DOC 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.
- D.2.2. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that mitigate DOC's risks. DOC shall consider all issues to be negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more bidders, for any and all items in the bidder's proposal. 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.

D.3. Selection Criteria:

- D.3.1. DOC shall conduct a comprehensive, fair and impartial evaluation of the responses received for this Solicitation. The responses shall be evaluated and scored separately. Responses shall be evaluated using the best value criteria listed below:

Technical Response

Experience and Capability

Cost

D.4. Evaluation Process

D.4.1. Evaluation and Ranking of Proposals

Proposals shall be scored on information provided in response only. It is a bidder's responsibility to respond to each and every bid submission requirement. Bidders should not assume that DOC already has the information requested or knowledge of the bidder's product or service. Proposals shall be ranked based on the total score received during this evaluation. The DOC may award a contract based on its initial review of proposals received without further evaluation or discussion of any proposals with any Supplier.

E. INSTRUCTIONS TO BIDDERS

- E.1. Bidder shall submit a description of the services to be provided and shall include a narrative of proposed methodology to ensure the training participants acquire the knowledge and skills necessary to proficiently administer and score LSI-R and ASUS assessment instruments.

- E.2. Bidder's shall provide documentation and narrative that supports and describes:

- E.2.1. Certification and qualifications to provide the LSI-R and ASUS training; and

E.2.2. Experience in providing LSI-R training, including the number of years of providing LSI-R training along with a list of other agencies responsible for the assessment of criminogenic risks and needs of adult offenders to which similar trainings have been presented.

E.3. Bidders' proposed price must cover all necessary instruction and digital recording critiques required by this contract. Bidder's proposed pricing may also include a provision for the reimbursement of travel for the trainers, if required. Bidder must include an estimate for the travel with their pricing proposal, however, reimbursement shall be based upon actual costs, which shall not exceed the current Federal CONUS rates. All travel arrangements will be the responsibility of the Contractor. DOC will provide and be responsible for costs associated with preparation and provision of manuals for the training participants and facility/location of the training