



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

1. RE: Solicitation # 2920000220

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 a certificate of insurance with the bid

NO - Attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)⁴

Authorized Signature

Date

Printed Name

Title

³ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

⁴ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



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: _____ Agency Number: _____

Solicitation or Purchase Order #: 2920000220

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

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. "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 Department of Environmental Quality** located at **707 N Robinson**
Oklahoma City, OK 73102 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. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Payment terms will net 45.
- A.18.3. Additional terms which provide discounts for earlier payment will be evaluated when making an award. 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 valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

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.

B. SPECIAL PROVISIONS

B.1. Definitions and Reference Information:

- B.1.1. "Coordinate" means that the bidder is responsible for ensuring that the service is available to the conference, but that materials may be solicited from another vendor and that materials will not be included in the bid cost.
- B.1.2. "Provide" means that all coordination and materials must be included for an item and should be included in the bid cost.
- B.1.3. "Environmentally Preferable Goods And Services" also known as "EPGS" are those that have a lesser or reduced impact on the environment over the life cycle of the good or service, when compared with competing goods or services that serve the same purpose. Environmentally preferable goods may also have one or more of the following characteristics: reduced packaging, ease of reuse, refurbishment, remanufacture, or recycling at end of life, reduction of greenhouse gas emissions and air contaminants, improved energy and water efficiency, use of alternative sources of energy and fuels, reduced waste, and practices that support reuse and recycling, use of renewable resources, reduced exposure to toxins and hazardous substances, and promote practices that support and sustain healthy communities and social structures.
- B.1.4. "Conference Finance" means collection, holding, paying, and record keeping of conference funds.
- B.1.5. "Task Order" means the way that DEQ will request staff or services.
- B.1.6. "DEQ" The Oklahoma Department of Environmental Quality also referenced as the agency.
 - B.1.6.1. DEQ is organized according to operational needs identified by the statutory responsibilities outlined in it empowering legislation. The organization consists of the Office of Executive Director, Administrative Services Division, and five technical divisions, each of which is responsible for the management of specific environmental program areas:

- B.1.6.1.1. "Office of the Executive Director" – composed of the Office of the Executive Director (OED), the Office of General Counsel (OGC) and the Office of External Affairs (OEA). OED proper is responsible for management decisions affecting the Department as a whole, final Departmental policy, final issuance of major permits and enforcement orders, and governmental relations. OGC counsels DEQ employees on legal matters related to operation of the agency, including laws, regulations, court opinions, and enforcement actions. OEA manages a customer assistance program, media relations, social media functions, and general educational outreach for the Department.
- B.1.6.1.2. "Administrative Services Division" (ASD) – manages the support functions of the agency, including the Financial Management, Human Resources, Training, Central Records and Building Management.
- B.1.6.1.3. "Air Quality Division" (AQD) - responsible for implementing the state and federal Clean Air Acts by laying out requirements and strategies for reducing emissions and improving air quality. This includes compliance, enforcement, emissions inventory, quality assurance monitoring, analysis and permitting.
- B.1.6.1. 4. "State Environmental Lab Services Division" (SELSD) - responsible for providing services both inside and outside the agency. The organic and inorganic chemistry laboratories provide analytical support to the various programs within DEQ to other state agencies, and to public water supply systems of the state. The Laboratory Accreditation Unit operates an accreditation program for in-state and out-of-state environmental laboratories.
- B.1.6.1. 5. "Water Quality Division" (WQD) - responsible for implementing the state and federal Clean Water Acts by laying out requirements and strategies for reducing water pollution and improving water quality. WQD operates programs for water supplies, source water protection, sludge disposal and municipal and industrial water pollution control. These programs include review of plans and specifications, permitting, tracking, compliance, enforcement, water quality planning, training and certification, and complaint resolution activities. WQD provides licensing and regulation of municipal water and wastewater operations.
- B.1.6.1. 6. "Land Protection Division" (LPD) – responsible for inspecting and permitting hazardous waste and solid waste treatment, storage and disposal facilities, manages radioactive materials, restores contaminated land to safe and useful conditions and also coordinates agency environmental education.
- B.1.6.1. 7. "Environmental Complaints and Local Services Division" (ECLSD) - responsible for receiving and resolving environmental complaints from citizens of Oklahoma. Complaints are received in the 24 field offices and by the 24/7 environmental complaints hotline. ECLSD also responds to environmental emergencies, such as spills of hazardous materials and natural disasters. Other responsibilities include response to citizen request for private well inspections, percolation and soil profile tests, and inspections of individual sewage disposal systems; licensing and regulation of septic tank installers and septic tank cleaners; and multi-media inspections of facilities across the state, including water supplies, water pollution control facilities with air quality permits.

B.1.7. Reference websites

B.1.7.1. DEQ - <http://www.deq.state.ok.us/>

B.1.7.2. Americans with Disabilities Act (ADA) - <https://www.dol.gov/general/topic/disability/ada>

B.1.7.3. United States Environmental Protection Agency - <https://www.epa.gov/>

B.1.7.4. The Brownfields Program - <https://www.epa.gov/brownfields/overview-brownfields-program>

B.2. Introduction

The Oklahoma Department of Environmental Quality is seeking an event planner for the agency for a multiyear renewable contract. The agency will seek services using a task order system. The agency's first project will be the Brownfields Conference with the Land Protection Division. The specifications for that conference are listed in the specifications and will be used to evaluate the bid.

B.3. Minimum Qualifications

B.3.1. The Contractor shall have experience in:

B.3.1.1. Special event planning to include creative concepts for an EPGS conference.

B.3.1.2. The Contractor and/or its key personnel shall have performed services similar to the scope and size of those required in this RFP for at least three (3) clients within the past ten (10) years

B.4. Added Value

B.4.1. Contractors are encouraged to provide any value added services and their pricing with their proposal. Any value added services the vendor wishes to propose must be submitted at the time of proposal. Even though Value Added Services may or may not be utilized by the agency and may not be utilized, they must be submitted with the original proposal.

B.4.2. The Contractor may be evaluated higher for the Experience listed below:

B.4.2.1. Certified Event Planner

B.4.2.2. Experience staging EPGS conferences, Brownfield conferences or national environmental events

B.5. Reservation of Rights and Preferences

B.5.1. DEQ reserves the right of creative control over the project and the right to reject any portion of or all materials produced that do not, in the sole discretion of DEQ, comply with its mission, goals or requirements.

B.5.2. DEQ reserves the right to use vendor's suggestion(s), not use vendor's suggestion(s) or use other suggestion(s) that may meet DEQ's goals. In any event vendor shall work with DEQ to produce a quality Brownfields Conference.

B.6. Changes to Key Personnel and Subcontractors

It is essential that the Contractor provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. Contractor agrees that once assigned to work under the contract, key personnel and subcontractors shall not be removed or replaced without written notice to the DEQ. If key personnel and subcontractors are not available for work under the contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the DEQ, and shall, subject to the concurrence of the DEQ, replace such personnel with personnel of substantially equal ability and qualifications.

B.7. Confidentiality

Contractor recognizes that DEQ has and will have information, business models, and other proprietary information collectively, "Information", that is subject to confidentiality by virtue of statute or is a valuable, special and unique asset of DEQ requiring protection from improper disclosure. If such Information is disclosed, contractor agrees that contractor and their employees, agents or sub-contractors, will not at any time or in any manner, either directly or indirectly, use any Information for their own benefit, or divulge, disclose, or communicate in any manner, any Information to any third party, without prior written consent of the Executive Director of DEQ. Vendor and their employees, agents or sub-contractors will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this agreement. The confidentiality provisions of this solicitation shall remain in full force and effect after the termination of the agreement.

B.8. Inspection, Evaluation, and Modification – Reimbursement for Unacceptable Deliverables

The contractor is responsible for the performance of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Project Coordinator or designee. DEQ may employ all reasonable means to ensure the work is satisfactory and being performed in compliance with the contract. Should the Project Coordinator determine that corrections or modifications are necessary in order to accomplish its intent; the project coordinator may direct the Contractor to make such changes. Substantial failure of the Contractor to perform the contract may cause DEQ to terminate the contract in whole or in part. In this event, DEQ may require the Contractor to reimburse monies paid, based on the identified portion of unacceptable work received, and may seek associated damages.

B.9. Unauthorized Obligation:

At no time during the performance of this contract shall the vendor have the authority to obligate DEQ 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, vendor shall cease the project and contact the DEQ contract administrator for approval prior to proceeding.

B.10. Pricing

Cost estimates shall be listed in the format of the pricing table attached to this RFP. All subtotals and one final grand total shall be included in the table. The vendor will be responsible for logistical elements of all group movements including safety concerns, Americans with Disabilities Act (ADA) compliances, timing requirements, service level, and financial considerations. Cost estimates shall not be provided for the following items: creation and/or development of custom conference logo, and save the date postcards. DEQ will use its in-house printing/mail house services for these items.

B.11. Travel and Miscellaneous Expenses

- B.11.1 Travel expenses incurred are at the sole expense of the Contractor per section Section A.10.3. This includes travel to all monthly planning meetings, which may be held in Oklahoma City, Tulsa, Norman or other towns or cities as necessary.
- B.11.2. The price proposed by the Contractor shall include all delivery and, if applicable, mailing charges. Only DEQ requested emergency courier or express charges may be reimbursed to the Contractor, if such are requested by authorized DEQ personnel. The Contractor must document expenses by providing receipts.
- B.11.3. DEQ shall not reimburse for the contractor's standard overhead expenses.
- B.11.4. Food and beverage costs will be paid for by conference registration fees and sponsorship revenue.

B.12. Development of Intellectual Property:

Any improvements to Intellectual Property items of DEQ, and any new items of Intellectual Property developed by vendor or vendor's employees, agents or sub-contractors, if any during the performance of this contract shall be the property of DEQ. Contractor shall sign all documents necessary to perfect the rights of such Intellectual Property, including the filing and/or prosecution of any applications for copyrights or patents.

B.13. Damages

- B.13.1. All work performed by Contractor's personnel shall be designed to preclude damage or disfigurement.
- B.13.2. Damage and/or loss to property of DEQ; property of DEQ staff and property of guests; and/or neighboring property, as a result of negligence or intent by Contractor, or Contractor's personnel shall be at Contractor's expense. All replacements and repair will be at the current cost, and paid by the Contractor.
- B.13.3. DEQ shall not be held responsible for any of Contractor's property and/or Contractor's personnel's property; including major equipment which may be lost, damaged, or stolen unless such loss, damage or theft is due to the negligence or intent of DEQ's employees or agents.
- B.13.4. Hotel and Contractor both agree to be responsible for their own negligent acts and omissions and those of their employees and agents. The Hotel and Contractor shall each carry sufficient Comprehensive General Liability insurance coverage for property damage and bodily injury to be in effect.

B.14. Invoices and Payments

- B.14.1. Contractor shall invoice DEQ monthly for the costs specified within this solicitation.
 - B.14.1.1. Contractor's Federal Employer Identification number shall appear on all invoice(s).
 - B.14.1.2. Purchase Order Number shall appear on all invoice(s).
 - B.14.1.3. All invoices must state period of service.
 - B.14.1.4. Invoices shall be sent to: Oklahoma Department of Environmental Quality
Attention: Accounts Payable P.O. Box 1677 Oklahoma City, Oklahoma 73101-1677
 - B.14.1.5. Failure to comply may result in late payments.

B.14.2. FINAL PAYMENT: Final payment under this Contract or under a termination settlement shall be made only after the satisfactory completion of work performed under this Contract and Contractor's execution and delivery to the DEQ of a release of all claims against DEQ arising under or by virtue of this Contract. Unless otherwise provided herein, by Oklahoma law, or otherwise expressly agreed to by DEQ, Contractor and OMES, final payment under this Contract or settlement upon termination of this Contract shall not constitute a waiver of the State's claims against Contractor, his sureties or his liability bonds held under this Contract.

B.15. Severability

The provisions of this contract are severable, and if any part or provision hereof shall be held void, it shall not be deemed to render any other provisions void or affect or impair the effectiveness of other parts or provisions.

B.16. Subcontracts

Contractor may not enter into any subcontracts to provide the services required by this contract without first receiving written approval from DEQ. DEQ reserves the right to not approve a subcontractor and Contractor will have to find a replacement. Any proposed agreements (e.g. licenses, maintenance agreements, etc.) that vendor or any subcontractor(s) expects to be signed, as part of a resulting contract to this RFP, shall be approved or denied by DEQ and will or will not become a part of this contract.

B.17. Extension Of Services

Award of contracts for recurring and continuing service requirements are often delayed due to circumstances beyond the control of the DEQ. DEQ may require continued performance of any services within the scope and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. DEQ may exercise the option by written notice to the Contractor. The preliminary notice does not commit DEQ to an extension. All previous terms and conditions contained within the contract and any amendments shall remain in force throughout any contract period extension resulting from this clause.

B.18. Indemnity

To the extent permitted by Oklahoma law, Contractor agrees to indemnify and hold DEQ harmless against any and all bodily injuries an property damages, civil rights violations, deficiencies or liability resulting from any action, inaction or conduct on the part of Contractor or non-fulfillment of any term or condition of this Contract. Unless prohibited, by Article 10 of the Oklahoma Constitution, Contractor shall indemnify and hold DEQ harmless under this Contract from any and all assessments, judgments, costs including attorneys’ fees, and legal and other reasonable expenses incidental to any of the foregoing.

Contractor agrees to ensure that any subcontractor under this Contract shall indemnify and hold DEQ harmless from any and all claims for bodily injuries, property damages, or other liabilities whatsoever arising from the subcontractor’s actions, inaction, or other conduct relate to or arising from this Contract.

B.19. Force Majeure

No damages shall be due for a failure of performance occurring due to Acts of God, war, terrorist act, riots, disaster, or strikes, any one of which make performance impossible. The Hotel shall have no liability for power disruptions of any kind.

B.20. Draft Invoice

The State of Oklahoma is working to streamline the process of payment to vendors and to reduce the timeframe of payment. When submitting your response, please also include a “Draft Invoice”; which is a copy of original invoices; with the item(s) and pricing. Please make sure that it is marked as “Draft Invoice”. The intent of this is to match our purchase orders to the invoice whenever possible. Please note that if your company is awarded and issued a purchase order you will still need to submit a proper invoice after the purchase order has been issued and you have provided the item(s) to the agency. Also, please be sure and put in bold letters THIS IS NOT A BILL in addition to marking it as a DRAFT INVOICE. This does not constitute an order. The Agency will set up service/delivery dates after award.

B.21. Multiyear Agreement Terms

B.21.1. This is a non-binding contract. The contract is for an indefinite quantity and the State may, or may not; buy the quantity mentioned in this contract.

B.21.2. Contract may be renewed at the same terms and conditions for two (2) successive one-year periods. The agreement period and renewal dates shall be:

- B.21.2.1. Agreement Period shall be from July 1,2017 through June 30, 2020.
- B.21.2.2. Initial Contract Period shall be from July 1,2017 through June 30, 2018.
- B.21.2.3. First Renewal Period shall be from July 1,2018 through June 30, 2019.
- B.21.2.4. Second Renewal Period shall be from July 1, 2019 through June 30, 2020.

C. SCOPE OF SERVICE

C.1. Event Planning Services

- C.1.1. Event Planning Services shall include Preconference Planning and Administration, Branding and Marketing, Conference Staging, Conference Administration and Post Conference Administration.
- C.1.2. Those services shall include but are not limited to:
 - C.1.2.1. Attend meetings to plan and manage the event.
 - C.1.2.2. Audiovisual/Electronic/Computer: coordination, set up and assistance.
 - C.1.2.3. Catering Services: Prepare and coordinate.
 - C.1.2.4. Conference program with sponsorship advertisements.
 - C.1.2.5. Contract with hotel, museums and/or event center for conference rooms, hotel for participants, and food-beverage services. The hotel should provide rates compatible with governments travel rates which can be found at <http://www.gsa.gov/portal/category/100120> . All meeting rooms shall have a twenty-four (24) hold.
 - C.1.2.6. Coordinating adequate tables, chairs, wireless remotes/laser pointers and microphones for breakout sessions.
 - C.1.2.7. Coordinating video editing and creation of marketing materials from videos.
 - C.1.2.8. Coordination with hotel staff/exhibitors during event.
 - C.1.2.9. Create and provide initial introductory music.
 - C.1.2.10. Create and provide pre-recorded introductions.
 - C.1.2.11. Create and provide Run of Show and Scripts.
 - C.1.2.12. Create and provide visual repertoire to begin program.
 - C.1.2.13. Debrief with DEQ staff.
 - C.1.2.14. Email blasts.
 - C.1.2.15. Ensuring there are enough chairs and tables to seat a maximum of 200 people in breakout sessions.
 - C.1.2.16. Negotiate with keynote speakers. Those negotiations shall include: Fees, Recording of their talks, Use of the recordings in promotional material for future conferences.
 - C.1.2.17. Notifications on social media.
 - C.1.2.18. Onsite registration process.
 - C.1.2.19. Post materials and resources from previous conferences including session presentation, documents, etc. to the conference website.
 - C.1.2.20. Preliminary Budgets.
 - C.1.2.21. Prepare and electronically distribute the conference agenda.
 - C.1.2.22. Prepare and provide materials attendee packets.
 - C.1.2.23. Prepare and provide materials for name badge.
 - C.1.2.24. Prepare final registration list.
 - C.1.2.25. Prepare follow up materials for speakers and sponsors.
 - C.1.2.26. Provide conference room(s) and set up.
 - C.1.2.27. Provide event staffing.
 - C.1.2.28. Provide exhibit booth area and set up.
 - C.1.2.29. Provide exhibit floor plan and direct setup.
 - C.1.2.30. Provide management reports based on what is requested in the initial task order.
 - C.1.2.31. Providing appropriate decorations, for tables, stage, breakout rooms and welcoming table.
 - C.1.2.32. Providing logistical support for conference.
 - C.1.2.33. Providing tablecloths and draping for tables that will be used as exhibit booths.
 - C.1.2.34. Reconciling finances and pay all outstanding invoices.
 - C.1.2.35. Request for bios, photos, other documents and presentation materials from speakers.
 - C.1.2.36. Signage.
 - C.1.2.37. Sponsor and exhibitor packets.
 - C.1.2.38. Timelines: Prepare, manage and update.
 - C.1.2.39. Track pre-conference activities and progress.
 - C.1.2.40. Other miscellaneous requirements that shall be needed.

C.2. BROWNFIELDS CONFERENCE

LPD will host a Brownfields Conference. This Section C.2 will be for is for that conference and will be considered as the first task order. Pricing listed on Attachment A for the Brownfield Conference will be held firm as the price for the first project on this contract.

C.2.1. General Contractor Responsibilities

C.2.1.1. The successful Contractor shall provide all labor, material, supplies, equipment, software, and services necessary to complete the projects as required.

C.2.1.2. The Contractor shall:

- C.2.1.2.1 Provide Pre-Conference Planning and Administration
- C.2.1.2.2 Provide Branding and Marketing
- C.2.1.2.3 Provide Conference Staging
- C.2.1.2.4 Provide Conference Administration
- C.2.1.2.5 Provide Post-Conference Administration

C.2.1.3. Food and beverage costs will be paid for by conference registration fees and sponsorship revenue.

C.2.2. Pre-Conference Planning and Administration

C.2.2.1. The Contractor(s) shall be a part of the Planning Efforts and Collaboration which consist but is not limited to the following:

C.2.2.1.1. The Contractor(s) shall attend meetings to plan and manage the event. The contractor(s) shall :

- C.2.2.1.1.1. Attend monthly conference planning meetings at DEQ offices or other designated locations
- C.2.2.1.1.2. Be required to be on-site at the conference to coordinate set up and to ensure the event runs smoothly

C.2.2.2. The Contractor(s) shall provide Conference Finance Services. During the Pre-Conference planning and administration, the Contractor(s) shall provide:

- C.2.2.2.1. A timeline for all task to plan and manage the event
- C.2.2.2.2. A timeline for the event
- C.2.2.2.3. Preliminary Budgets
- C.2.2.2.4. Manage all conference revenue
- C.2.2.2.5. Pay all vendors within 30 days of receiving a valid and approved invoice.

C.2.2.3. The Contractor shall provide monthly management reports to track the following:

- C.2.2.3.1. Updates on timelines
- C.2.2.3.2. Track pre-conference activities and progress
- C.2.2.3.3. Preliminary Budgets

C.2.2.4. The Contractor(s) shall Prepare and provide materials:

- C.2.2.4.1. Request for bios, photos, other documents and presentation materials from speakers. This shall be posted on the Brownfields Conference website according to the timeline set in the pre-planning.
- C.2.2.4.2. Prepare and provide materials for name badge
- C.2.2.4.3. Prepare and provide materials attendee packets
- C.2.2.4.4. Create and provide Run of Show and Scripts
- C.2.2.4.5. Create and provide initial introductory music
- C.2.2.4.6. Create and provide visual repertoire to begin program
- C.2.2.4.7. Create and provide pre-recorded introductions
- C.2.2.4.8. Provide exhibit floor plan and direct setup for the Brownfields Conference
- C.2.2.4.9. The Contractor(s) shall periodically revise all documents as requested, understanding that there will be extensive edits requested for documents during first drafts of products.

C.2.2.5. The Contractor(s) shall contract with hotel, museums and/or event center for conference rooms, hotel rooms for participants, and food-beverage services.

C.2.2.5.1. The hotel should provide rates compatible with governments travel rates which can be found at <http://www.gsa.gov/portal/category/100120>

C.2.2.5.2. The Contractor(s) contract shall

- C.2.2.5.2.1. Provide conference room(s) and set up
- C.2.2.5.2.2. Provide exhibit booth area and set up
- C.2.2.5.2.3. Provide event staffing
- C.2.2.5.2.4. Coordinate catering
- C.2.2.5.2.5. Coordinate audio/visual/electronic/computer equipment
- C.2.2.5.2.6. Coordinate operations personnel

- C.2.2.6. The Contractor(s) shall negotiate with keynote speakers. Those negotiations shall include:
 - C.2.2.6.1 Fees
 - C.2.2.6.2. Recording of their talks
 - C.2.2.6.3. Use of the recordings in promotional material for future conferences.
 - C.2.2.6.4. Other miscellaneous requirements that shall be needed.
- C.2.2.7. The Contractor(s) shall ensure that speakers' presentation materials are downloaded in advance onto computers for each session and ensure that PowerPoint presentations are in the right order and session.
- C.2.2.8. The Contractor(s) shall create a File Transfer Protocol (FTP) site.
- C.2.2.9. The Contractor(s) shall create and host a secure conference registration website. The Contractor(s) shall close online registration and prepare for on-site registration from walk-ins, collect all registration fees and purchase orders from registrants, and prepare invoices for purchase orders.

C.2.3. Branding and Marketing

- C.2.3.1. The Contractor(s) shall be a part of the Branding and Marketing which consist but is not limited to the following:
 - C.2.3.1.1. Outline concepts for environmentally friendly conference registration, printing, and use of the conference venue.
 - C.2.3.1.2. Prepare and provide materials for and distribute the following promotional materials:
 - C.2.3.1.2.1. Email blasts
 - C.2.3.1.2.2. Notifications on social media
 - C.2.3.1.2.3. Sponsor & exhibitor packets
 - C.2.3.1.2.4. Exhibitors receive after they fill out the exhibitor prospectus
 - C.2.3.1.2.5. Conference signage
 - C.2.3.1.2.6. Conference program with sponsorship advertisements
 - C.2.3.1.2.7. Additional advertisement or participation opportunities as proposed by the planner.
 - C.2.3.1.3. Prepare and electronically distribute the conference agenda.
 - C.2.3.1.4. Coordinate logo requests and conference ads with sponsors and exhibitors for Virtual Tradeshow online description of exhibitors highlighting their businesses and services and other promotional materials.
 - C.2.3.1.5. Work with the Convention & Visitors Bureau (CVB), as necessary. At a minimum, coordinate marketing of the conference at other local events and market other events at the conference.
 - C.2.3.1.6. Provide promotion materials to CVB for distribution.

C.2.4. Conference Staging

- C.2.4.1. The Contractor(s) shall provide Conference Staging which consist but is not limited to the following:
 - C.2.4.1.1. Providing appropriate decorations, for tables, stage, breakout rooms and welcoming table.
 - C.2.4.1.2. Providing enough round tables for the opening session and luncheon for approximately 225 people.
 - C.2.4.1.3. Ensuring there are enough chairs and tables to seat a maximum of 200 people in breakout sessions.
 - C.2.4.1.4. Providing tablecloths and draping for tables that will be used as exhibit booths.
 - C.2.4.1.5. Coordinating the setup of all audio visual equipment needed for the conference.
 - C.2.4.1.6. Coordinating adequate tables, chairs, wireless remotes/laser pointers and microphones for speakers in the general session and breakout sessions.
 - C.2.4.1.7. Coordinating conference catering services.
- C.2.4.2. Audio-visual equipment and labor will be paid for by conference registration fees and sponsorship revenue.

C.2.5. Conference Administration

- C.2.5.1. The Contractor(s) shall produce the event which consist but is not limited to the following:
 - C.2.5.1.1. Providing logistical support for conference
 - C.2.5.1.2. Coordination with hotel staff/exhibitors during event
 - C.2.5.1.3. Onsite registration process
 - C.2.5.1.4. Audiovisual/electronic/computer coordination and assistance
 - C.2.5.1.5. Introductory music

- C.2.5.1.6. Food and beverage set-up
- C.2.5.1.7. Food and beverage needed for the conference which includes:
 - C.2.5.1.7.1. Two (2) continental breakfasts
 - C.2.5.1.7.2. Two (2) mid-morning snacks
 - C.2.5.1.7.3. Two (2) luncheons
 - C.2.5.1.7.4. One (1) mid-afternoon snack
 - C.2.5.1.7.5. Two (2) evening events
- C.2.5.1.8. Make sure that food and beverages are provided and replenished as needed.
- C.2.5.1.9. Address deficiencies in food promptly with catering provider.
- C.2.5.2. Food and beverage costs will be paid for by conference registration fees and sponsorship revenue and should not be included in the bid price.
- C.5.3. The Contractor(s) shall ensure that the keynote speaker(s) in the general session is filmed, as well as any other high profile general session speakers.

C.2.6. Post-Conference Administration

- C.2.6.1. The Contractor(s) shall provide Post-Conference Administration which consist but is not limited to the following:
 - C.2.6.1.1. Reconciling finances and pay all outstanding invoices.
 - C.2.6.1.2. Coordinating video editing and creation of marketing materials from videos.
 - C.2.6.1.3. Tabulating results of online evaluation forms and compile results for DEQ.
 - C.2.6.1.4. Prepare follow up materials for speakers and sponsors.
 - C.2.6.1.5. Prepare final registration list.
 - C.2.6.1.6. Debrief with DEQ staff.
 - C.2.6.1.7. Post materials and resources from previous conferences including session presentation, documents, etc. to the conference website

D. EVALUATION

- D.1. Proposals will be evaluated on the “best value” determination in accordance with the State of Oklahoma Statute Title 74, Section 85 using the criteria listed below:
 - D.1.1. Cost
 - D.1.2. Statement of Company
 - D.1.3. References
 - D.1.4. Past Performance
 - D.1.5. Statement of Services
 - D.1.6. Early Pay Discount
- D.2. **Additional Negotiation Criteria:**
 - D.2.1. The following are additional criteria that may or may not be used:
 - D.2.2. The State reserves the right to request demonstrations and question clarifications from any or all responding Solicitors.
 - D.2.3. The State reserves the right to accept or reject any or all proposals or any portion thereof.
 - D.2.4. The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all solicitors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the Solicitor(s) shall put such clarifications in writing.
- D.3. **Value-Added Services**

Contractors are encouraged to provide any value added services and their pricing with their proposal. Any value added services the vendor wishes to propose must be submitted at the time of proposal. Even though Value Added Services may or may not be utilized by the agency and may not be utilized until later renewals, they must be submitted with the original proposal.

E. INSTRUCTIONS TO CONTRACTOR

E.1. Introduction

- E.1.1. Prospective Contractors are urged to read this solicitation carefully. Failure to do so will be at the Supplier's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The Supplier is cautioned that the requirements of this solicitation can be altered only by written amendment approved by the state and that verbal communications from whatever source are of no effect. In no event shall the Supplier's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award
- E.1.2. Contractors are to submit two (2) electronic copies of their completed response, to include scanned images of the required completed and signed forms. Electronic copy can be in Word, Excel, or PDF format; but, is to be an unprotected document provided on a CD. Faxed or emailed responses will not be accepted. Hard copies of the solicitation are not needed. This requirement overrides A.2.4 of the General Provisions.
- E.1.2.1. One (1) shall be redacted fully redacted version of its Proposal. Redactions shall include all identifying names, addresses, web addresses, and any information that shall give any identification to contractor during evaluations. This version shall be clearly identified as the redacted version.
- E.1.2.2. One (1) shall not be redacted. This version shall be clearly identified as the full version.
- E.1.2.3. **Failure to submit a redacted and full version will result in a non-responsive bid.**

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F. QUESTIONS SUBMITTAL

- F.1. Please read all specifications and terms and conditions before starting the bid.
- F.2. All questions concerning this bid shall be directed to the contracting officer in writing.
- F.3. All questions shall be submitted by 06-21-2017 at 2:00 PM CST. Questions received after that day and time shall not be answered.
- F.4. All questions shall be answered by amendment and sent to all bidding Contractors.
- F.5. All questions shall be emailed to:
- F.5.1. DEQ Buyer: Stacey Tucker
- F.5.2. Email: Stacey.Tucker@deq.ok.gov

G. Attachments

- G.1. Attachment A: Pricing
- G.2. Attachment B: Statement of Company
- G.3. Attachment C: References
- G.4. Attachment D: Past Performance Guidelines
- G.5. Attachment E: Statement of Added Value
- G.6. Attachment F: Early Payment Discounts
- G.7. Attachment G: Task Order

H. CHECKLIST

- H.1. Listed below is a checklist of items that are to be completed and returned with the proposal. This is not an all-inclusive list and it is the vendor's responsibility to ensure that they submit all required/requested documentation:
- H.1.1. Responding Contractor Information
- H.1.2. Certification for Competitive Bid and/or Contract
- H.1.3. Attachment A: Pricing
- H.1.4. Attachment B: Statement of Company
- H.1.5. Attachment C: References
- H.1.6. Attachment E: Statement of Added Value
- H.1.7. Attachment F: Early Pay Discounts
- H.1.8. Redacted and Full Version of Proposal

- H.1.9. Proof of Insurance
- H.1.10. Invoice Draft
- H.1.11. Proposed Agreements from subcontractor(s)
- H.1.12. **Failure to submit all bid deliverables will result in a non-responsive bid.**

I. PRICE AND COST

I.1. COST

Contractors are to submit their proposal amounts on Attachment A. Please provide all the subtotals and the overall total on the attachment.

Attachment A: Pricing Rates

Billing Method	Methods Used	Initial Period 07-01-17 to 06-30-18	1 st Renewal 07-01-18 to 06-30-19	2 nd Renewal 07-01-19 to 06-30-20
Percentage of expenses				
Hourly rate				
Percentage of expenses plus hourly rate				
Commissionable rates				
Flat Project Fee				

Task 1: Brownfields Conference

Event Planning Service and Fee Description	Price	Added Value Cost Service and Fee Description	Price
Pre-Conference Planning and Administration			
Branding and Marketing			
Conference Staging			
Conference Administration			
Post-Conference Administration			
Subtotal		Subtotal	

Required Event Planning Task Subtotal	
Added Value Subtotal	
Total Brownfields Conference Price	

Supplier Authorized Signature

Printed Name

Phone Number

Fax Number

Certified This Date

Title

Email

Attachment B: Statement of Company

General Information

Please Provide the Following Information

Company Full Name			
Owners:			
Number of Years in Business			
Headquarters Location:			
Number of Employees			
Ownership Status:			
Company Website Address			
Total Number Of Clients Served			
Number of Years Serving Oldest Client:			
Number of Employees available for the DEQ Job:			
Is your staff all internal staff or do you use all subcontractors?	All Internal	All Subcontracting	Some Subcontracting ____% of subcontracting

Designated Contract Contact for DEQ:

Please Provide the Contacts for the DEQ Contract	Primary Contact	Secondary Contact
Name		
Phone Number		
Email Address		
Cellular Phone Number		
Number of Years with Firm		

Attachment B: Statement of Company

Do you practice any "EPGS and/or environmentally safe and/or sustainability methods or practices?" _____

If So Please Explain:

Are there any event spaces that you cannot book and/or work with, eq. The Skirvin, Oklahoma City Museum of Art, or The Sheraton Oklahoma City Downtown? _____

If So Please Explain:

Licenses and Certifications:

Please list any additional licenses and/or certifications that may be of value to DEQ.

License / Certification Type	License / Certification Board or Licensor/ Certifier	License / Certification Holder	License / Certification Expiration Date

Notes:

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

Attachment D: Guidance for Proposal Submittals.

Please provide examples for the

1. Brownfields Conference, See Section 2.2
2. A Classroom Roundtable with speakers, two breaks with snacks, learning materials and enrollments for up to 150 students hosted at an offsite location.
3. An Awards Banquet with a keynote speaker, awards ceremony and formal plated dinner for up to 500 individuals.

Do not send examples in three ringed binders.

Provide samples in twenty (20) pages or less.

Provide the examples, which consist but are not limited to the information below.

- Colored Photographs: Please provide colored photographs which consist but are not limited to the following:
 - Registration Desk Staged and In-Use
 - Table Settings Staged and In-Use
 - Exhibit Area Staged and In-Use
 - Event Space Staged and In-Use
 - Breakout Room Space Staged and In-Use
 - Food Presentations Space Staged and In-Use
- Conference Website
- Marketing Materials
- Graphic Examples
- Agenda and/or Conference Brochure
- Sample Conference Playlist
- Mail outs
- Speaker Contracts
- Meal Plans at the GSA Rate
- Your Firms Current Rate Sheet
- Example Timeline

Attachment E: Added Value

Please give a statement about the services and/or additional certifications and training that you provide and what you can provide as an added value for DEQ.

Please provide any additional services that your company provides.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

Attachment F: EARLY PAYMENT DISCOUNTS

Early Payment Discounts

Please list your Early Payment Discount Terms per section A.18.3 :

Discount Offered/Terms	Pay Term
	Net 10
	Net 15
	Net 20
	Net 25
	Net 30

Additional Information:

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

Attachment G: Task Orders

TASK ORDER

CONTRACT NUMBER : [Type text]

DELIVERY ORDER NUMBER: [Type text]

PURPOSE: [Type text]

SCOPE: [Type text]

REQUIRED TASK: The contractor must perform the following task:

TASK NUMBER	ACTIVITY	EXPECTED TASK START DATE	EXPECTED COMPLETION DATE TIME	AGENCY DATE TIME TO START FEE DEDUCTIONS AT ____%	ACCEPTANCE CRITERIA

PERIOD OF PERFORMANCE: The requested period of performance for this delivery order is [Type text] through [Type text]

HOURS & COST: The contractor is not to exceed the following hours and/or cost for this task order without written authorization from the Contracting Officer.

DESCRIPTION	HOURS	HOURLY PRICE	EXTENDED PRICE
TASK ORDER TOTAL (SHALL NOT EXCEED)			

SIGNATURES Contractor:

Signature _____ Date _____
 Agency Representative

Signature _____ Date _____

**The Contractor shall not begin performance under this task order until all parties identified above express concurrence with the task order by providing signature.