



1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

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

Time:

CST/CDT

5. Issued By and **RETURN SEALED BID TO**<sup>2</sup>:

Agency Name:

- U.S. Postal Delivery:
- Carrier Delivery:

6. Solicitation Type (check one below):

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

7. Shipping Location:

8. Contracting Officer:

Name:

Phone:

Email:

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

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



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

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

2. Bidder General Information:

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

3. Bidder Contact Information:

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

4. Oklahoma Sales Tax Permit<sup>1</sup>:

- YES – Permit #: \_\_\_\_\_
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

- YES - Filing Number: \_\_\_\_\_
- NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming ([www.sos.ok.gov](http://www.sos.ok.gov) or 405-521-3911).

6. Workers' Compensation Insurance Coverage:

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

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)<sup>2</sup>

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

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

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>  
<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



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

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

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

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

## **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. Pencil bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

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

- A.3.1.** If an amendment 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;

- 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 Office of the Attorney General - Victims Services Unit located at 313 NE 21<sup>st</sup> Street, Oklahoma City, OK 73105 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 will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, affidavit, and change orders; the solicitation including any amendments; and the successful bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

## **A.10. Pricing**

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

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

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

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

Clarification pertaining to the contents of this solicitation shall be directed in writing to the 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 will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" ([www.ok.gov/OSF/documents/osfvend.pdf](http://www.ok.gov/OSF/documents/osfvend.pdf)). 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](http://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 will be paid in arrears after products have been delivered or services provided.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

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

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

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

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.19.2.** The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (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](http://www.dhs.gov/E-Verify).

## **A.28. Compliance with Applicable Laws**

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

## **A.29. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

### **B.1. Announcement**

The State of Oklahoma (State), by and through its designated agency, the Office of Attorney General (OAG), Victims Services Unit, is issuing this Request for Proposal (RFP) for the procurement of services for its domestic violence, sexual assault, stalking and human trafficking hotline.

### **B.2. Point of Contact**

#### **B.2.1 Inquiries**

This RFP is issued by the Oklahoma Office of Attorney General (OAG) and OAG is the sole point of contact from the date of release of this RFP until the selection of the successful contractor. OAG may be contacted at the following address:

Office of Attorney General  
313 N. E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105  
Attention: Marquetta Dickenson  
CPO, Victims Services Unit  
Office 405.522.2791  
Fax 405.557.1770  
[Marquetta.Dickenson@oag.ok.gov](mailto:Marquetta.Dickenson@oag.ok.gov)

#### **B.2.2 Agency Point of Contact**

The OAG point of contact after the contractor has been selected is as follows:

Office of Attorney General  
313 N. E. 21<sup>st</sup> Street  
Oklahoma City, OK 73105  
Attention: Susan Damron Krug  
Chief, Victims Services Unit  
[Susan.Krug@oag.ok.gov](mailto:Susan.Krug@oag.ok.gov)

### **B.3. Anticipated Contract Term and Renewal Option**

**B.3.1.** The term of this Contract shall begin on the **July 1, 2011** through **June 30, 2012**, with option to renew for four (4) additional one-year periods at same terms and conditions. Agreement period: Date of Award July 1, 2011, through June 30, 2016.

**B.3.2.** It is understood and agreed by the parties hereto that all obligations of OAG, including the continuance of payments, are contingent upon the availability of contained appropriation of State and/or Federal funds, and in no event shall OAG be liable for any payments in excess of such available funds. The parties shall have the option of terminating this Contract any time during the contract term pursuant to Section A.23. (Termination) of this Contract.

### **B.4. Cost or Preparing Response**

**B.4.1.** All costs incurred by the Responder for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Responder. The State will not reimburse any Responder for any such costs.

**B.4.2.** The State reserves the right to determine to withdraw the RFP at any time during the procurement process. Issuance of this RFP in no way obligates the State to award or issue a contract or to pay any costs incurred by any Responder as a result of such a withdrawal.

**B.5. Retention of Proposals**

All proposals submitted in response to this RFP become the property of the State and will not be returned. All material submitted by the Responder becomes the irrevocable and sole property of the State of Oklahoma. All proposals submitted and all information contained therein shall be subject to the Oklahoma Open Records Act, 51 O.S. § 24A et seq. (1991).

**B.6. Use of Subcontractors**

**B.6.1.** The contractor may use subcontractors if written consent of the OAG is obtained prior to the effective date of any subcontract. The contractor will be responsible for the subcontractor's performance. The contractor will be responsible for meeting all the terms of the contract resulting from this procurement. The contractor shall be wholly responsible for all work performed whether or not subcontractors are used.

**B.6.2.** No subcontract or delegation shall relieve or discharge the contractor from any obligation or liability under the contract. The subcontractors are subject to the same conditions as the contractor and subsequent contract modifications. Performance of any work by "contract employees" hired by the contractor shall be considered the sole responsibility of the contractor.

**B.7. Liability/Hold Harmless**

**B.7.1.** The contractor agrees to indemnify and hold harmless the OAG and the State of Oklahoma, or any of its employees from any claims, demand, and liabilities resulting from any act or omission on the part of the contractors and agents, servants and employees in the performance of this contract. It is the express intention of the parties hereto that this agreement shall not be construed as or given the effect of creating a joint venture, partnership or affiliation or association that will otherwise render the parties liable as partners, agents, employer-employee or otherwise create a joint and several liability.

**B.7.2.** The contractor may ensure any portion of the risk assumed under the provision of the Contract based upon its ability to survive a series of adverse experiences, including withholding of payment by the State of Oklahoma or imposition of penalties by the State of Oklahoma. Before delivery of services, the contractor must obtain from an insurance company fully authorized to do business in Oklahoma and be able to present current certificates of the following:

- Workers' compensation;
- Comprehensive liability insurance; and,
- Property damage insurance

**B.7.3.** The contractor shall be in compliance with the insurance laws for the State of Oklahoma and the Federal government for the term of the contract.

**B.7.4.** The insurance must be maintained throughout the contract period.

**B.8. Conflict of Interest**

The contractor certifies that is presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service required to be performed under this contract. The contractor further certifies that, in the performance of this contract, no person having such interest shall be employed. Responses failing to meet this criterion of the RFP will be deemed non responsive.

**B.9. Confidentiality**

Contractor agrees to comply with 74 O.S. § 18p-3, the pertinent Oklahoma confidentiality statute as well as Section 3 of the Violence Against Women Act (2005) (codified at 42 USC § 13925).

## **B.10. Termination**

- B.10.1.** Either party may terminate this contract with a sixty (60) day written notice to the other party. This is in addition to A.23.
- B.10.2.** In the event funding for the Victims Services Unit from State, Federal, or other sources with withdrawn, reduced, or limited in any way after the effective date of this contract and prior to the anticipated contract expiration date, the contract may be terminated immediately by the OAG.

## **C. RESPONSE SPECIFICATIONS**

This section describes the qualifications and scope of work required under the terms of this RFP. The selected contractor shall comply with all specification enumerated in this section.

### **C.1. Program Overview**

The State of Oklahoma, through the Office of the Attorney General, operates a Victims Services Unit which is responsible for providing services to persons who require domestic violence, sexual assault or human trafficking services. The OAG is responsible for the development, maintenance and operation of a twenty-four-hour, statewide telephone communication service. The OAG needs to contract with a vendor to provide, twenty-four hours/day, seven days a week, information to such victims regarding any immediate action which should be taken by the victim, the social services available, and the legal rights and remedies of the victim and appropriate referrals.

### **C.2. Contract Administration and Management**

- C.2.1.** The OAG will designate a Unit Chief under this contract to coordinate activities, resolve questions, document and monitor contractor performance. The Unit Chief will be the primary liaison in working with other OAG staff. The Unit Chief will initially receive and review all progress reports and deliverables, oversee scheduling of meetings with State staff and maintain first line administrative responsibility for the contract.
- C.2.2.** The contractor shall designate a Project Manager who shall have day to day responsibility for supervising the performance of the contractor's obligations under this RFP. The selected Project Manager will work closely with and will receive policy direction from the OAG Unit Chief. Contractor shall not change the designation of its Project Monitor without notifying the OAG.

### **C.3. Hotline Functions**

- C.3.1.** The contractor will provide the number of crisis intervention specialists needed to answer and respond to a 24-hours per day, seven days per week hotline for victims of domestic violence, sexual assault, stalking or human trafficking. The specialist will refer the caller and make the proper contacts with needed services and/or shelter.
- C.3.2.** The contractor must provide crisis intervention specialists as the telephone support with the following education and/or training:
- Minimum of AA, BA preferred in Psychology, Sociology or related field with one year experience in domestic violence/sexual assault services.
  - Must be able to utilize active listening techniques during crisis calls
  - Knowledge of certified domestic violence/sexual assault, sex trafficking and stalking services within the state.
  - Has completed training in all or most of the following components:
    - Assessing the safety of the client
    - Lethality Assessment
    - Safety Planning
    - Power and Control: Tactics of Abuse

- Domestic Violence and its Effect on Children
- Crisis Intervention Techniques
- Client Confidentiality
- Rape Trauma Syndrome
- Dynamics of Sexual Assault
- Commercial Sexual Exploitation (i.e., prostitution, trafficking, pornography, escort services) Non-traditional client populations (i.e., males, victims of human trafficking, victims of same sex, bisexual or transgender, non-English speaking, undocumented immigrants, victims with cognitive disabilities or who are deaf or hard of hearing
- Secure Relocation Techniques
- Emergency Referral Information
- Accessing Resources
- Post-Traumatic Stress Disorder (PTSD)
- Secondary PTSD

- C.3.3.** The contractor shall provide a statewide, dedicated, toll-free number for both instate and out-of-state calls for victims of domestic violence, sexual assault, stalking or human trafficking.
- C.3.4.** The contractor shall provide for needed translation services for calls made to the hotline, 24-hours per day, seven day's per week (included as part of the Response).
- C.3.5.** The contractor will track all calls made to the hotline and report quarterly to the OAG the number of calls received on a monthly basis in the following categories:

- Types of calls
  - In-state Calls
  - Out-of-state calls
  - Number of calls regarding domestic violence
  - Number of calls regarding sexual assault
  - Number of calls regarding stalking
  - Number of calls regarding human trafficking
- Caller type
  - Zip Code
  - Gender/Race Ethnicity
  - Age of Caller
  - Number and ages of children, if any, in the home
  - Relationship of victim / perpetrator (i.e., current or former spouse, current or former boyfriend/girlfriend, family member, acquaintance, stranger, employer)
  - Underserved populations (i.e., disabled, immigrant, deaf or hard of hearing)
  - Survivor (Intimate Partner Violence (IPV) / Non-IPV
  - Friends and Family – IPV / Non-IPV
  - Service Provider
  - Foreign Nationals
  - Other
- Number of times translation services were necessary and which language(s) were interpreted.
- Caller Situations
  - Legal Challenges
  - Family Violence
  - Economic Abuse
  - Custody Disputes
  - Stalking

-Human Trafficking (i.e., extreme exploitation and the denial of freedom or liberty of an individual for purposes of deriving benefit from that individual's commercial sex act or labor)  
-Immigration

- Services Requested (i.e., domestic violence services, legal services, basic human needs, transportation, shelter, U visa or T visa)
- Action taken - referrals made (i.e., law enforcement, shelter, hospital, protective order)

#### **C.4. Additional Requirements**

Contractor will be an independent contractor and under no circumstances shall any owners, officers, employees, or volunteers of the vendor be considered employees of the Office of Attorney General or the State of Oklahoma.

#### **C.5. Management and Supervisory**

**C.5.1.** The contractor must specify the name and title of its Project Manager with clear authority over all staff, activities and functions associated with this RFP. The Project Manager shall have a minimum of one year of management level experience with call center or enrollment services. This individual will be principally responsible for contract performance and interactions with the OAG staff and other organizations and State agencies.

**C.5.2.** The contractor will provide specific estimated of number of staff required, including telephone, clerical and supervisory personnel.

**C.5.3.** The OAG shall have the right to require the contractor to remove any individual from the hotline if, in the opinion of the OAG, such employee is uncooperative, inept, incompetent or otherwise unacceptable.

#### **C.6. Complaints regarding contractor staff**

The contractor shall include its personnel policy procedures for reporting complaints received regarding contractor's staff. Three (3) or more complaints about any staff person must be investigated immediately and resolved by the contractor with an explanation forwarded to the OAG within three (3) working days of the resolution.

**C.7.** The contractor must have an adequate plan to provide an emergency back-up telecommunications systems and a disaster recovery plan to maintain business functions.

**C.8.** The line for the hotline must be separate and distinct from any and all other lines answered. The contractor shall be responsible for all costs associated with the dedicated toll-free number.

#### **D. EVALUATION – THIS RFP WILL BE EVALUATED ON THE FOLLOWING**

**D.1.** The State of Oklahoma will conduct a comprehensive, fair and impartial evaluation of Responses received in response to this RFP. Responses will be evaluated based upon the minimum requirement of Best Value Criteria with the final approval by OAG - VSU.

**D.1.1.** Date of Implementation - How quickly can the vendor be up and running

**D.1.2.** Experience

**D.1.3.** Professional References

**D.1.4.** Cost

#### **E. INSTRUCTIONS TO SUPPLIER**

### **E.1. RFP Closing Date**

Responses submitted in response to this RFP must be received by the State of Oklahoma, Office of Attorney General (OAG) Attn: Marquetta Dickenson, Office of the Attorney General - VSU, **June 8, 2011, at 12:00 pm**, 313 NE 21<sup>st</sup> Street, Oklahoma City, OK 73105. Responses delivered or received after the closing time and date will not be accepted.

### **E.2. Questions and Answers**

- E.2.1.** All questions and requests for clarification relative to the request for proposal process or regarding the meaning or interpretation of any RFP provision must be submitted to the OAG Victims Services Unit contract officer as indicated in Section B.2.1. above. The OAG will accept written questions transmitted by facsimile (fax) machine or email. Respondents shall not contact OAG at any time during the proposal Response process.
- E.2.2.** Fax transmissions must include a cover sheet indicating that the transmission is to the attention of the OAG Victims Services Unit Contracts Officer. The fax or email transmission must indicate the Response requisition number.
- E.2.3.** Respondents shall be required to deliver the following number of Responses to the OAG, as indicated in the RFP instruction form:
- One (1) clearly identified original Response and two (2) copies of the completed Response.
- E.2.4.** Responses shall clearly indicate the name, title, mailing address and telephone number of the contractors authorized agents with the authority to bind the firm to the provisions of the Response and to answer official questions concerning the Response. The original Response must contain an original signature by this person.
- E.2.5.** Respondents mailing their Responses or using a commercial delivery service shall allow sufficient time for delivery of their Responses by the time and date specified on the RFP. Responses received after that time will not be considered. Delivery of the Responses shall be at the Responder's expense. Any and all damage that may occur due to shipping shall be the Respondents' responsibility.
- E.2.6.** Responses submitted in whole or in part by fax shall be rejected. Late Responses shall be rejected. Responses shall be prepared in accordance with the requirements stated in this section of this RFP.

### **E.3. Request for Proposal Format**

Proposals shall be submitted in the following format. Respondents must respond to sections and subsections in order and must number and label responses as shown **below**.

### **E.4. Functional and Technical Requirements**

- E.4.1.** In narrative terms describe Responder's overall approach and plans to meet the requirements of the RFP. The content of the narrative should be designed to demonstrate that Responder understands the OAG's objectives, the nature of the work required and the level of effort necessary to successfully complete the project.

**E.4.2.** Provide details of Responder's technical approach to telephone and reporting required for this project. Discuss emergency telecommunications back-up and disaster recovery plans. Respondents must clearly demonstrate they can meet all requirements.

**E.4.3. Project Management**

E.4.1. Responder shall name a project manager that will be responsible for coordinating the project with the OAG. Summarize the manager's qualifications and experience with domestic violence and sexual assault, as well as, projects of similar size and scope.

2. Provide an implementation timetable for this project; however, the vendor must be fully operational by July 1, 2011. Identify any possible challenges to meeting required dates and explain how Responder would overcome them.

**E.5. Organization Stability and Resources**

**E.5.1.** Summarize the Responder's organizational characteristics and structure including date established, organization type (corporation, partnership, etc.) total number of full time equivalent employees. Provide any other information necessary to establish that Responder's organization has the stability and resources to manage the project.

**E.6. Organization Past Performance**

**E.6.1.** State the number of years for which Responder has been managing and performing work of similar nature and scope.

**E.6.2.** Briefly describe a maximum of three similar projects that Responder is now involved in or that Responder has been involved in during the last five years.

**E.6.3.** State the number of years for which the Responder has been working with domestic violence and sexual assault programs.

**E.6.4.** List three (3) professional references that relate to this scope of work. Provide reference names, address, telephone and/or fax number and signed authorization for reference to release information to OAG.

**E.7. Staff Capabilities**

**E.7.1.** List the approximate number of staff to be allocated to this project by general categories - telephone, supervisory, etc. Indicate how Responder will provide for language requirements.

**E.7.2.** Discuss plans for continuing education training for staff.

**E.7.3.** This contract, as well as the accepted Response and RFP, shall become part of any agreement between parties.

**E.7.4.** The component parts of the contract between the State and the contractor selected from the evaluation of responses to this RFP shall consist of:

- 1) This RFP;
- 2) Any amendments to the RFP;
- 3) RFP questions and answers, where applicable;
- 4) The contractor's Response; and,
- 5) The award notice.

**E.7.5.** The order of precedence among the contract components shall be the order in which they fall above.

**E.7.6.** In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the RFP shall govern. In the event that an issue is addressed in the response that is not addressed in the RFP, no conflict in language shall be deemed to occur. However, the OAG, Chief, Victims Services Unit reserves the right to clarify, in writing, any contractual relationship with the concurrence of the Responder, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP. In all other matters not affected by the written clarifications, if any, the RFP shall govern.

**F. CHECKLIST**

None

**G. OTHER**

None

**H. PRICE AND COST**

**H.1. Terms of Payment**

It is the understanding of both parties that the hotline shall be paid/reimbursed on a monthly basis. The monthly payment will be 1/12 of the total amount Response by the contractor to provide the services of this RFP.

**H.2. Prohibition Against Advance Payments**

No payment shall be made by OAG in advance of, or in anticipation of, services actually performed and/or supplies furnished under this contract. Monthly invoices must be submitted for work performed the previous month.

**H.3. Invoice Processing**

**H.3.1.** A proper invoice for services must be rendered in order to receive payment. A proper invoice is one which contains, at a minimum, the following information:

- 1) Contractor name
- 2) FEI or vendor number
- 3) Invoice number
- 4) Purchase Order number
- 5) Description of service(s)
- 6) Date(s) of service
- 7) Amount(s) billed

Contractor shall maintain documentation of all billed charges and shall make such documentation available to the OAG upon request or as otherwise stated in this Contract. Contractor shall submit invoices to the following address:

Office of the Attorney General  
Finance Manager  
Victims Services Unit  
313 N. E. 21 Street  
Oklahoma City, OK 73105

**H.3.2.** The Unit Chief responsible for victims services shall approve the contractor's invoice prior to issuing payment to the contractor.

- H.4.** Payment terms and condition are contingent on provisions stated in Section A.17. of this contract. It is understood by the parties that, under state law, a commitment of funds shall not exceed a period of 12 months. Therefore, the Office of the Attorney General - VSU shall issue a purchase order in 12-month increments to fund services rendered under this contract.
- H.5.** Contractor shall have the ninety (90) days from the final date of service(s) rendered under the terms of this Contract to submit invoices for payment. OAG will not be held responsible for payment of invoices submitted in excess of these time limitations.