



1. Solicitation #: 3400001641

2. Solicitation Issue Date: 6/4/19

3. Brief Description of Requirement:

The purpose of this contract is develop and facilitate a Five(5) year State Action Plan for the Rape Prevention and Education (RPE) program in accordance within the guidelines provided by the Centers for Disease Control and Prevention in Oklahoma.

The Oklahoma State Department of Health (OSDH) is seeking the services of a strategic planner.

Questions due by 6/10/19 submit via e-mail to [rubys@health.ok.gov](mailto:rubys@health.ok.gov). Answers will be post no later than 6/13/19.

**BID CLOSES:6/18/19**

4. Response Due Date<sup>1</sup>: 6/18/19

Time: 3:00pm CDT

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

U.S. Postal Delivery Address: Oklahoma State  
Department of Health

Procurement/ Ruby Sherwan

Common Carrier Delivery Address: 1000 NE 10 st

Oklahoma City, OK 73117

Electronic Submission Address: rubys@health.ok.gov

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

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

7. Contracting Officer:

Name: Ruby Sherwan

Phone: 405-271-4043

Email: [rubys@health.ok.gov](mailto:rubys@health.ok.gov)

<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.



## Responding Bidder Information

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

1. RE: Solicitation # 3400001941

2. Bidder General Information:

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. Bidder Contact Information:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. Oklahoma Sales Tax Permit<sup>3</sup>:

YES – Permit #: \_\_\_\_\_

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

5. Registration with the Oklahoma Secretary of State:

YES - Filing Number: \_\_\_\_\_

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

6. Workers' Compensation Insurance Coverage:

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

YES – Include with the bid a certificate of insurance.

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

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

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

**7. Disabled Veteran Business Enterprise Act**

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title



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

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

Agency Name: Oklahoma State Department of Health Agency Number: 340

Solicitation or Purchase Order #: 34000001641

Supplier Legal Name:

SECTION I [74 O.S. § 85.22]:

- A. For purposes of competitive bid, 1. I am the duly authorized agent... 2. I am fully aware of the facts... 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party: a. to any collusion among bidders... b. to any collusion with any state official... c. in any discussions between bidders... d. to any collusion with any state agency...

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

## TABLE OF CONTENTS

A	GENERAL PROVISIONS .....	5
B.	SPECIAL PROVISIONS .....	11
C.	SOLICITATION SPECIFICATIONS .....	20
D.	EVALUATION .....	20
E.	INSTRUCTIONS TO BIDDER .....	22
F.	PRICE AND COST.....	<b>22</b>

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

### **A.2. Bid Submission**

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

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

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

#### A.4. Bid Change

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

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

By submitting a response to this solicitation:

A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

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

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

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

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

#### A.6. Bid Opening

Sealed bids shall be opened by the **OK. State Dept. of Health / Procurement Office** located at **1000 NE10th Oklahoma City, OK 73117**

\_\_\_\_\_ at the time and date specified in the solicitation as the Response Due Date and Time.

#### A.7. Open Bid / Open Record

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

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

#### A.8. Late Bids

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

#### A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in the following order of precedence:
  - A.9.2.1. Any Addendum to the Contract;
  - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.3. Solicitation, as amended (if applicable); and
  - A.9.2.4. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

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

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

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

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

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

#### **A.13. Negotiations**

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



- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

#### **A.14. Rejection of Bid**

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

#### **A.15. Award of Contract**

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

#### **A.16. Contract Modification**

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

#### **A.17. Delivery, Inspection and Acceptance**

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

#### **A.18. Invoicing and Payment**

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

- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

#### **A.19. Tax Exemption**

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

#### **A.20. Audit and Records Clause**

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

#### **A.21. Non-Appropriation Clause**

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

#### **A.22. Choice of Law**

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

#### **A.23. Choice of Venue**

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

#### **A.24. Termination for Cause**

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

#### **A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

**A.26. Insurance**

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

**A.27. Employment Relationship**

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

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

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://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.1. Access to Records Requirements:**

The Contractor agrees to comply with all record retention requirements of 2 CFR § 200.333 - §200.337. The Contractor agrees to maintain required records and supporting documentation, for validation of costs billed to the OSDH, for seven (7) years from the ending date of the contract. The Contractor also agrees to allow the State Auditor's Office, GAO, the Oklahoma Department of Management and Enterprise Services, the OSDH, or their authorized representatives access to the records, books, documents, accounting procedures, practices or any items of the service provider relevant to this contract for purpose of audit and examination.

The Contractor further agrees to assure appropriate access by the aforementioned parties to any subcontractor's associated records.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the seven-year period, the records must be retained until completion of the action and resolution of all issues which arise from it; or, until the end of the regular seven-year period, whichever is later.

**The OSDH may routinely request supporting documentation to validate Contractor payments.**

### **B.2. Advance Payments Prohibited:**

No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the OSDH.

### **B.3. Amendments, Unavailability or Redirection of Funding and Cancellation:**

In the event state or federal funds used to support this contract become unavailable, either in full or in part, due to reductions in appropriations, the OSDH may terminate or reduce the contract upon notice in writing to the Contractor by certified mail or email. The OSDH may also, based on its determination of agency need, increase or reduce contract amounts and send notification of such changes to the Contractor upon making such changes. The OSDH shall be the final authority as to the availability or redirection of funds. The effective date of such contract termination, increase or reduction shall be specified in the notice. All other modifications or amendments to this contract shall be in writing, dated and executed by both the Contractor and the OSDH. In the event of a reduction, the Contractor may cancel this contract as of the effective date of the proposed reduction upon advance written notice to the OSDH. With exception of the above, this contract shall be in force until the expiration date, or until 30 days after written notice has been given by either party of its desire to cancel without cause. Notification of cancellation shall be by Certified Mail to the business address of record or by email to the specified Contact Person. In the event this contract is canceled by either party, the OSDH shall be responsible for reimbursement for goods or services received or provided prior to cancellation date. In the event this contract is cancelled under this section, Contractor agrees to take all reasonable steps to minimize termination costs and to comply with the requirements in 2 CFR §200.343 and 200.344.

The OSDH agrees to reimburse Contractor for all work performed prior to the date of notice of termination of this contract for expenditures and non-cancelable commitments incurred in anticipation of performing under this contract. The OSDH shall not be responsible for reimbursement of unreasonable or unnecessary expenditures incurred after receipt of the cancellation notice.

### **B.4. Event of Default:**

The OSDH may withhold payment or terminate the contract in whole or in part in the event (i) it has provided Contractor with written notice of material breach, and (ii) Contractor fails to cure such material breach within thirty (30) days of receipt of written notice. If the contract or certain

obligations under the contract are terminated, the OSDH shall be liable only for payment for products or services delivered and accepted prior to the date of such termination. Such termination shall not be an exclusive remedy but shall be in addition to any any other rights and remedies provided for by law. In no event shall the OSDH be liable to the Contractor, for compensation for any products or services provided by Contractor neither requested nor accepted by the OSDH. Any partial termination of the contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of the Contractor or the OSDH regarding portions of the contract that remain in effect.

**B.5. Failure to Comply Statement:**

The Contractor shall be subject to all applicable state and federal laws, rules and regulations, and all amendments thereto. The Contractor agrees that should it be in noncompliance, the OSDH may impose additional conditions as provided in 2 CFR §200.207; or, as provided in 2 CFR § 200.338, temporarily hold cash payments pending correction of the deficiency, disallow all or part of the cost of the activity or action not in compliance, suspend or terminate the contract in part or in whole, withhold further awards for the project or program, or take other remedies legally available. Compliance with the requirements shall be the responsibility of the Contractor, without reliance on or direction by the OSDH.

**B.6. Applicable Law:**

This contract shall be governed in all respects by the laws of the State of Oklahoma. Jurisdiction and venue for any dispute concerning this contract shall be Oklahoma County, Oklahoma.

**B.7. Assignment and Delegation:**

The services to be performed under this contract shall not be assigned or transferred , in whole or in part, to any other person or entity without the prior written approval of the OSDH. If the Contractor cannot perform the services as identified in this contract, the Contractor will be responsible for subcontracting the services or making alternative arrangements for the provision of the services. The terms of this contract shall be included in any OSDH approved subcontract. The Contractor will be liable for all additional costs and expenses arising from such subcontract or substitution to cover performance. Approval by the OSDH of a subcontract shall not relieve the Contractor of any responsibility for performance under this contract.

**B.8. Certification Regarding Debarment, Suspension, Proposed for Debarment, or Declared Ineligible for Award of Contracts by any Federal or State Agency:**

By signing the contract, the Contractor attests and assures that no employee or any of its principals performing hereunder:

- B.8.1.** are presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- B.8.2.** have, within a three year period preceding this offer, 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 subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or, commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- B.8.3.** have, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, State or local entity; nor,
- B.8.4.** are presently indicted for, or otherwise criminally indicted, or charged by a governmental entity with any of the offenses enumerated above in this section.

**B.9. Charitable Choice Providers:**

Providers who are members of the faith community are eligible to compete for contracts with the State of Oklahoma on the same basis as any other provider. Such providers shall not be required to alter their forms of internal governance, their religious character or remove religious art, icons, scripture, or other symbols. Such providers may not, however, discriminate against clients on the basis of their religion, religious beliefs, or clients' refusal to participate in religious practices (45 CFR Part 87.1c). Organizations that receive direct financial assistance from the OSDH under any OSDH program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded with direct financial assistance from the OSDH. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded with direct financial assistance from the OSDH, and participation must be voluntary for beneficiaries of the programs or services funded with such assistance.

**B.10. Contact Persons:**

For the purposes of this contract, all contacts with the Contractor shall be directed to its representative: \_\_\_\_\_ at telephone number: \_\_\_\_\_ and email address: \_\_\_\_\_.

Contact information for the OSDH Contact Person shall be provided with the award documentation.

Either party may change the Contact Person upon notice to the other party.

**B.11. Contract Monitoring Plan:**

As a vendor with the OSDH, your contract will be monitored to ensure compliance with the Terms and Conditions outlined in this contract. Typical monitoring activities may include Contractor site visits, review of contractually required deliverables, invoice review, and verification of licensure and/or insurance required and other monitoring activities.

All communications related to this contract will be between the Contractor's Contact Person and the OSDH Contract Monitor. The OSDH Contract Monitor for this contract is:

Brandi Woods-Littlejohn  
Injury Prevention  
1000 N.E. 10th Street  
Oklahoma City, OK 73117-1299  
(405)271-3430  
brandiw@health.ok.gov

**B.12. Contractor's Relation to the OSDH:**

The Contractor is in all respects an independent Contractor and is neither an agent nor an employee of the OSDH. Neither the Contractor nor any of its officers, employees, agents, or members shall have authority to bind the OSDH nor are they entitled to any of the benefits or worker's compensation provided by the OSDH to its employees. In the event the independent contractor relationship ends in any way, this contract shall automatically terminate without notice. The Contractor shall notify the OSDH Contract Monitor of the change in relationship.

**B.13. Electronic Signatures/Execution in Counterparts**

This document may be executed in counterparts, with each such copy considered an original. Facsimile/scanned and PDF signatures shall be accepted as original. Electronic signatures must be an authorized copy of the hand-written signature or created using a technology that allows the process of signature authentication to be validated. In all cases, the name of the authorized

signatory shall be identified as visible on the document. Each party will be responsible for maintaining the security of its electronic signature technology and represents through submission of the signed document that the individual's signature is authorized and valid to bind the organization.

**B.14. Equipment and Other Purchases:**

It is understood that no items of equipment, property or other capital purchases shall be reimbursed under the provisions of this contract. Equipment is defined as an article of nonexpendable, tangible personal property having a useful life of more than one year and an acquisition cost which equals or exceeds the lesser of the capitalization level established by the Contractor for financial statement purposes, or \$5000.

**B.15. Maintenance of Insurance, Payment of Taxes, and Workers' Compensation:**

As a condition of this contract, Contractor shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below. Such proof of coverage shall be provided to the OSDH Procurement if services will be provided by any of Contractor's employees, agents or subcontractors at any State premises and/or employer vehicles will be used in connection with performance of work for the OSDH. Contractor may not commence performance hereunder until such proof has been provided. Additionally, Contractor shall promptly provide proof to the OSDH Procurement of any renewals, additions, or changes to such insurance coverage. Contractor's obligation to maintain insurance coverage under the contract is a continuing obligation through the term of the contract and each purchase order issued to Contractor in connection with the contract. The minimum acceptable insurance limits of liability are as follows:

- B.15.1.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.15.2.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
- B.15.3.** Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence and in the aggregate, with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- B.15.4.** Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$1,000,000 per claim and in the aggregate;
- B.15.5.** Medical Malpractice insurance, if applicable;
- B.15.6.** Comply with applicable Federal and State occupational disease statutes. If occupational diseases are not covered under those statutes, they shall be covered under the employer's section of the insurance policy; and
- B.15.7.** Additional coverage required by State in writing in connection with a particular purchase or service.
- B.15.8.** Contractor shall be entirely responsible during the existence of the contract for the liability and payment of taxes payable by or assessed to Contractor or its employees, agents and subcontractors of whatever kind, in connection with the contract. Contractor further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. The OSDH shall not be liable to the Contractor, its employees, agents, or others for the payment of taxes or the

provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State employee.

**B.15.9.** Contractor agrees to indemnify and hold harmless the OSDH and its employees, agents, representatives, contractors, and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs and expenses and attorneys' fees relating to tax liability, unemployment insurance and/or assignees from any and all liability, actions, claims, demands, or suits, and all related costs and expenses and attorneys' fees relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

**B.16. Force Majeure:**

**B.16.1.** Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable. Subject to the conditions set forth above, such non-performance shall not be deemed a default. However, the OSDH may terminate a purchase order if Contractor cannot cause delivery of products or services in a timely manner to meet the business needs of the OSDH.

**B.16.2.** Notwithstanding the foregoing or any other provision in the contract, (1) in no event will any of the following be considered a force majeure event: (a) shutdowns, disruptions or malfunctions in Contractor's systems or any of Contractor's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Contractor's systems; or (b) the delay or failure of Contractor or subcontractor personnel to perform any obligation of Contractor hereunder unless such delay or failure to perform is itself by reason of a force majeure event; and (2) no force majeure event modifies or excuses Contractor's confidentiality, indemnification or data security and breach notifications set forth herein.

**B.17. Invoicing:**

A properly completed invoice must be submitted within 30 days of the end of the month in which services were delivered or products provided and include the following items:

**B.17.1.** name, address and FEI number of the Contractor;

**B.17.2.** invoice date;

**B.17.3.** period covered by invoice;

**B.17.4.** purchase order number;



- B.17.5.** any other data, reports, information or documentation required by other conditions of the contract;
- B.17.6.** detail of the services provided and be in accordance with the terms and conditions of this agreement.

For invoices involving payment for the Contractor's time, the invoice must be signed and contain the following statement: By my signature I attest that this invoice is an accurate and true representation of my time in relation to the services provided to the OSDH.

The invoice shall be submitted to:

OKLAHOMA STATE DEPARTMENT OF HEALTH  
Injury Prevention Service /Brandi Woods-Littlejohn  
Rape Prevention Education (RPE) Evaluator  
1000 NE 10<sup>TH</sup> Street  
Oklahoma City, Oklahoma 73117-1299

The State of Oklahoma has 45 days from presentation of a proper invoice to issue payment to the Contractor.

**The OSDH may withhold or delay payment to any Contractor failing to provide required programmatic documentation and/or requested financial documentation.**

**The OSDH reserves the right not to process invoices submitted by the Contractor to OSDH more than 30 days after the month in which services were delivered. The OSDH will not pay invoices received more than ninety (90) days after the end of the applicable contract period.**

The Contractor assures that all costs billed will be supported by documentation that will include, but not be limited to, copies of paid invoices, payroll records and time reports as required by the costs principles applicable to their organization (See "Contractor Relationship" section of this contract). The Contractor further assures that all billings will be based on actual costs incurred and paid.

If the Contractor is unable to support any part of their claim to the OSDH and it is determined that such inability is attributed to misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to OSDH for an amount equal to such unsupported part of the claim in addition to all costs, including legal, attributable to the reviewing and discovery of said part of claim. Liability under this paragraph shall be determined within two years of the discovery of such misrepresentation of fact or fraud by the Contractor.

**B.18. Mandatory Requirements:**

The OSDH has established certain mandatory requirements that must be included in the RFP response. The use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this RFP indicate a mandatory requirement or condition, which by failure to meet or provide will be cause for the RFP response being deemed non-responsive. The word "should" or "may" in this RFP indicate desirable attributes of conditions and are permissive in nature. Deviation from or omission of such a desirable feature will not by itself cause a proposal to be non-responsive.

**B.19. Non-Collusion Certification:**

The Contractor will complete and return the attached non-collusion certification, OMES-FORM-CP-004.

**B.20. Non-Responsive Proposals:**

Proposals which do not meet all material requirements of this RFP or which fail to provide all required information, documents or materials may be determined as non-responsive and may not be evaluated. Material requirements of the RFP are those set forth as mandatory.

**B.21. Notices**

Notices under this contract shall be considered properly delivered when sent by certified mail to the business address of record or by email, delivery receipt requested, to the Contact Person identified in the contract.

**B.22. Oklahoma Taxpayer and Citizen Protection Act of 2007:**

By signing the solicitation, the Bidder warrants and attests its employees and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal and State laws and regulations related to the immigration status of employees. The Bidder shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish copies of the statements with their Bid. These warranties shall remain in effect through the entire term, including all renewal periods, of the Contract.

All contractors or subcontractors are prohibited by State law from entering into a contract with a public employer for the physical performance of services within this state unless the contractor or subcontractor registers and participates in the Status Verification System to verify information of all new employees.

The Status Verification Service System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (EEV) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

**B.23. Open Records Act:**

Contractor acknowledges that the State is subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 et seq. Contractor also acknowledges that State will comply with the Oklahoma Open Records Act and with all opinions of the Oklahoma Attorney General concerning this Act. Except for a provision of the Contract specifically designated as confidential in a writing executed by both parties or a provision protected from disclosure in the Open Records Act or other applicable law, no Contract provision is confidential information and any provision is subject to disclosure.

**B.24. Other Certifications:**

The Contractor certifies compliance with the provisions of the 1964 Civil Rights Act, Education Amendment of 1972; Section 504 of the Rehabilitation Act 1973; the Age Discrimination Act of 1975; the Hatch Act; the Pro Children Act of 1994; Drug Free Workplace Act of 1988; the American with Disabilities Act of 1990; Title IX or the Education Amendments of 1972; 31 U.S.C. Section 1352, Public Law 105-78; Section 503 of Division F, Title V, of the FY12 Consolidated Appropriations Act; 41 U.S.C. 4712 and the National Defense Authorization Act (NDAA) for Fiscal year (FY) 2013; Contract Work Hours and Safety Standards Act (40 U.S. C. 3701-3708); Anti-Lobbying Law (31 U.S.C. 1325); Internal Revenue Service Publication 1075 (regarding use, access and disclosure of Federal Tax Information); the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended; mandatory

standards and policies relating to energy efficiency as outlined in the State of Oklahoma's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201); 2 CFR § 200.112 (Conflict of Interest); 2 CFR § 200.113 (Mandatory Disclosures); 2 CFR § 200.322 (Procurement of Recovered Materials); registered as business entity licensed to do business in the State, having obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable; and, the Single Audit Act of 1984; as applicable.

**B.25. Privacy Clause:**

The Contractor shall, at all times, maintain confidential all information pertaining to any person, patient, or client with whom it has a professional relationship; contact or contract. No information shall be released to any person or party not directly employed by the Contractor without first obtaining such person's, patient's or client's expressed written consent therefore. Confidential information pertaining to any minor shall not be released to any person or party without the express written consent of a custodial parent, court appointed guardian, court authorized foster parent, or authorized self-consenting minor, subject however, to all applicable state and federal statutes, rules and regulations.

**B.26. Procurement Integrity:**

The Contractor certifies they have not entered into this contract with this or any other Oklahoma state agency that would result in a substantial duplication of the services or duplication of the end product rendered by the Contractor or its employees.

**B.27. Severability:**

If any provision of this contract, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect.

**B.28. Statement of Responsibility and Liability:**

The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act (51 O.S. §151 et seq.).

The Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

The Contractor agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Contractor and/or its agents, servants, and employees in the performance of this contract. It is the express intention of the parties hereto that this contract shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and severable liability.

**B.29. Tobacco Free Policy:**

Contractor, while performing the duties under this contract shall comply with the smoke free requirements on state property pursuant to 21 O.S. § 1247. For other tobacco products, including e-cigarettes, use of such products is prohibited pursuant to the Governor's Executive Orders 2012-01 and 2013-43.

### **B.30. Travel and Related Expenses:**

All costs associated with the execution of this contract are included in the costs described in the Contract Expense Cap section of this contract. Additional costs, including travel expenses, will not be reimbursed.

### **B.31. Use of OSDH Name or Logo:**

Contractor may not use the OSDH name or logos without the explicit written permission of OSDH.

### **B.32. Waiver of Breach:**

No failure by the OSDH to enforce any provisions hereof after any event of default by the Contractor shall be deemed a waiver of the OSDH's rights with regard to that event, or any subsequent event. Waiver shall not be construed to be a modification of the terms of the contract.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Purpose:**

The purpose of this contract is develop and facilitate a Five-year State Action Plan for the Rape Prevention and Education (RPE) program in accordance within the guidelines provided by the Centers for Disease Control and Prevention in Oklahoma.

The Oklahoma State Department of Health (OSDH) is seeking the services of a strategic planner.

### **C.2. Contractor Relationship:**

In accordance with 2 CFR Part 200 (uniform grant guidance), the relationship between the OSDH and the contractor for this contract is that of a vendor.

### **C.3. Contract Period:**

This contract shall begin on DATE OF AWARD and terminate on October 31, 2019. The Date of Award is the date the OSDH has in its possession a copy of the contract executed by both parties and a purchase order has been issued. This contract shall not take effect and no services may be provided prior to the Date of Award.

### **C.4. Contract Expense Cap:**

The maximum amount the OSDH has for these services is \$20,000 for the contract Period. Payment shall be made monthly in accordance with the invoicing clause (B.17.)

### **C.5. Duties of the Contractor:**

The Contractor shall:

**C.5.1.** Facilitate a comprehensive strategic planning process for the RPE program.

**C.5.2.** Facilitate data collection with the Injury Prevention Service Coordinator, including, but not limited to: BRFSS, YRBS, Crime Statistics, sexual violence indicator data, etc. in effort to determine what data are available and relevant to sexual violence prevention in Oklahoma.

**C.5.3.** Coordinate with Injury Prevention Service (IPS) Coordinator to:

**C.5.3.1.** Address all required components of the state action plan identified in CDC guidance. (Attachment A).

**C.5.3.2.** Plan for improving rape prevention education and the implementation of rape prevention strategies.

- C.5.3.3. Meeting with stakeholders and focus groups determined by OSDH and facilitator to insure all relevant stakeholders, etc. are at the meetings.
- C.5.3.4. Develop strategies and enhancements to improve the RPE program.
- C.5.3.5. Hold meetings and conference calls to discuss the status of the project at a minimum of one a month.
- C.5.3.6. Develop a survey and determine best method for distribution.
- C.5.4. Per current guidance from the Centers for Disease Control and Prevention, the final state action plan must include:
  - C.5.4.1. The ways in which the OK RPE and partners will prioritize primary prevention at the outer layers of the Social Ecological Model (SEM).
  - C.5.4.2. The ways in which health disparities and disproportionate burden will be addressed using state or local level data.
  - C.5.4.3. The ways in which coordination with partners will be increased and/or maintained.
  - C.5.4.4. The ways in which the OK RPE plans to leverage partnerships and resources to increase and sustain primary prevention efforts in the state.
- C.5.5. Provide a final report of the Oklahoma RPE state action plan to the IPS by September 1, 2019.

**C.6. Duties of the OSDH:**

The OSDH shall:

- C.6.1. Designate an OSDH Injury Prevention Service (IPS) employee to serve as the Coordinator for the state action plan.
- C.6.2. Provide information and access to current OSDH sub-contractors providing education for the RPE program in their communities.
- C.6.3. Provide information and access to new stakeholders and focus groups, (as determined by the OSDH & the facilitator), in the state, relating sexual violence prevention.
- C.6.4. Plan meetings with facilitator for the stakeholders and focus groups, determined by OSDH and facilitator, to insure all relevant stakeholders, etc., are in attendance.
- C.6.5. Collaborate with the facilitator to acquire data and information for the project.
- C.6.6. Coordinate with the facilitator as CDC guidelines and updates are provided for developing state action plans for RPE programs.
- C.6.7. Review and approve Facilitator data and plans to ensure that the information meets the CDC guidelines.
- C.6.8. Coordinate with the Contractor plans and strategies for improving rape prevention education and the implementation of rape prevention strategies.
- C.6.9. Hold meetings and conference calls to discuss the status of the project at a minimum of one a month.
- C.6.10. Provide copy of final report to the Department of Libraries.

**D. EVALUATION**

Responses shall be evaluated on best value determination in accordance with 74O.S.§85.2(2). The proposal will be evaluated on the following criteria:

- D.1. Organizational Capacity
- D.2. Experience
- D.3. Work-plan and Timeline

## E. INSTRUCTIONS TO BIDDER

- E.1.1. Prospective Bidders are urged to read this Solicitation carefully. Failure to do so will be at the Bidder'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 Bidder 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 Bidder's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.
- E.1.2. Prior to providing any response to the RFP, please review the entire RFP
- E.1.3. Comply with all instructions.
- E.1.4. Proposals will be considered ineligible for submission and will not be reviewed if any of the following occur:
  - E.1.4.1. Proposal was not submitted by the stated deadline (date and time).
  - E.1.4.2. Proposal does not include the entire and completed RFP proposal package and any amendments.
  - E.1.4.3. Proposal does not comply with all requirements of the proposal process and solicitation instructions.
  - E.1.4.4. Proposal does not meet OSDH purchasing guidelines.
- E.1.5. Offerors, by submitting their responses to this RFP, agree to comply with all terms and conditions contained herein. Upon award, the RFP document and the Offeror's response will become a contract between the Offeror and the OSDH.
- E.1.6. This RFP is a contract for services and shall not be considered an employment contract.
- E.2. Provide a proposal that includes the following sections. The proposal narrative should be limited to no more than 12 pages single space. Use Calibri 12-point font with one-inch margins. The proposal should include:
  - E.2.1. Organizational Capacity.

Describe organizational capacity. Include a description of current staffing and expertise that will be available to the project. Include a list of strategic planning projects implemented within the past five years, with the project start and end dates, and the types of projects. Not to exceed 2 (two) pages. Include resumes/curricula vita of key personnel exhibiting relative experience to project (not included in page limit).
  - E.2.2. Specific Experience.

Provide a brief narrative description of a specific strategic plan/state action plan project the organization conducted and completed or one that is ongoing. Include the types of facilitation and information gathering techniques utilized in this effort, and successes and challenges. Not to exceed 2 (two) pages. Provide one letter of reference from a previous strategic plan project.

**E.2.3. Work Plan and Timeline.**

Describe a proposed work plan for facilitating and creating the Oklahoma Rape Prevention and Education program (OK RPE) state action plan and include a proposed timeline for facilitating the project, including data collection to inform the plan. Do not exceed 4 (four) pages for this section. Additional key information and/or work product examples should be provided to demonstrate experience and expertise with strategic planning, particularly sexual violence prevention strategic planning. Pages for additional key information and/or work products are in addition to the work plan and schedule limit of 4 (four) pages.

**E.2.4. Tracking and use of statewide data, including, but not limited to, sexual violence indicators.**

**E.2.5. Plans for implementation of the strategies selected for each focus area.**

**E.3.** Please prepare one original and one copy of your proposal and submit your proposal by the time and date designated by the Oklahoma State Department of Health. All proposals and related documents in response to this RFP are public records under the Freedom of Information Act and the Oklahoma Open Records Act, regarding public access to such documents. Submission by FAX is not acceptable:

**E.4.** Proposals will not be considered if any of the following exists:

**E.4.1.** Proposal was not submitted by the stated deadline.

**E.4.2.** Proposal does not include the entire proposal package.

**E.4.3.** Proposal does not comply with all of the requirements of the bid process and solicitation.

**E.5.** 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.

**E.6. The Proposal should contain the following:**

**E.6.1.** The Solicitation forms

**E.6.2.** The proposal narrative (E.2)

**E.6.3.** Vendor Payee Form

**E.7. Mandatory Vendor Registration prior to award:**

[HTTPS://WWW.OK.GOV/DCS/CENTRAL PURCHASING/VENDOR REGISTRATION/INDEX.HTML](https://www.ok.gov/dcs/central_purchasing/vendor_registration/index.html)

Acquisitions issued by agencies under the authority of TITLE 74 require vendors to register with Central Purchasing **prior to award**. Vendors will not be required to register to *submit a bid response* but will be required to register prior to being awarded a contract *and* prior to each renewal of an award.

The intent in this activity is to increase competition for state business and position the state to take full advantage of the electronic commerce capabilities available within PEOPLESOFT. All registered vendors will be given log-in access to PEOPLESOFT as an additional benefit of registration. Although vendors will only be able to view information within PEOPLESOFT that is specific to their company, they will be able *and required* to maintain contact information for their organization. Vendors maintaining their own contact information will eliminate the potential for data entry errors and will eventually eliminate the need to verify receipt notifications.

More importantly, by virtue of a vendor's presence within PEOPLESOFT, they will be notified electronically of business within their category of interest.

The registration process with Central Purchasing will also provide the added benefit of checking vendor records and verifying good standing with or an exemption from the Secretary of State.

If there are questions regarding this guidance please send questions to:

- E.7.1.** Please check Frequently Asked Questions first.
- E.7.2.** For Online Vendor Registration Technical Support (problems with login, payment, etc.) -Email: OK.gov Help Desk or Phone: 405-524-3468.
- E.7.3.** For questions regarding Vendor Registration, State Vendor File Information or PeopleSoft E-Supplier User ID and Password, please contact the Office of Management and Enterprise Services (OMES) Service Desk at Phone: (405) 521-2444 or 1-866-521-2444 or by Email: helpdesk@omes.ok.gov.
- E.7.4.** For questions regarding Solicitations or Bidding, please contact the State buyer listed on the Solicitation Event.

**F. PRICE AND COST**

Total cost shall not exceed \$20,000.00. Contractor shall be paid upon delivery and acceptance of each deliverable.

DELIVERABLES	DUE DATE
50% Draft	_____
50% Final (due no later than 9/30/19)	_____

No additional cost will be paid or reimbursed.



## **STATE ACTION PLAN GUIDANCE**

For Recipients of CE19-1902

First draft due date: Monday, June 3, 2019

Final draft due date: Due with APR submission, due 120 days before the end of the fiscal year (Exact date TBD)

Maximum page limit: 50 pages (exceptions made on case-by-case basis – contact your Project Officer to discuss)

### **Background and Purpose**

In accordance with the required NOFO activity and deliverable, this document provides guidance and clarification about the requirements for the State Action Plans (SAPs) for Cooperative Agreement CE19-1902. CDC requires Rape Prevention and Education (RPE) recipients to work with their state and local partners to develop a new, or enhance an existing SAP.

**The purpose of the SAP is to describe the process for how the recipient will achieve the goals and objectives of the NOFO.** This plan outlines the overarching strategy that describes the recipient's approach to the NOFO, specifically a process that does the following:

- 1) provides a strategic plan to implement sexual violence (SV) strategies using the Public Health Approach, based on the best available evidence and data, and with a focus and priority on increasing implementation of community/societal-level strategies;
- 2) provides a strategy for identifying state and local-level data sources, including identifying and tracking SV indicators;
- 3) provides a plan for analyzing data on health disparities to identify populations of interest and address health disparities;
- 4) develops a plan for identifying, establishing, and leveraging partnerships and resources; and
- 5) provides plans for sustaining the work of the RPE Program at the end of the five-year cooperative agreement.

This guidance is not intended to represent a template to follow, but rather to provide guidance for the development of the SAP and the required components of the SAP. **Recipients may structure the SAP in whatever format fits their purposes and meets the needs of the state/territory, but the SAP must include the required components described in the next section.**

CDC encourages recipients to think strategically in developing the SAP and to follow the steps of the Public Health Approach in making data-driven decisions. While this document provides details on the required components, it is not intended to be comprehensive of all information related to the work to develop and implement the SAP. For additional support or resources, please contact your Project Officer and Evaluation Officer.

**The SAP is linked with the other deliverables for CE19-1902.** Recipients must work with the appropriate staff (i.e., with state evaluators on the state evaluation plan) to ensure alignment across these deliverables. These deliverables are living documents that should be updated as needed to ensure their accurate reflection of recipients' efforts. **When there is a change in one deliverable, the recipient should review, and update as appropriate, other deliverables throughout the 5-year project period.** The recipient is permitted to update the SAP at any time, and they should email a copy of the new, updated SAP to their Project Officer.

## State Action Plan Guidance

**Expectations**

As the recipient of the RPE Cooperative Agreement, the State or Territory Health Department (herein referred to as SHD) is responsible for the leadership and facilitation of the development of the SAP. SHDs may elect to share facilitation responsibility with another organization, such as the State Sexual Assault Coalition. **The SHD however is ultimately responsible for completing the requirements described in the Notice of Funding Opportunity (NOFO) and submitting all deliverables and data to CDC.**

SHDs should engage state-level partners and stakeholders in developing or enhancing an existing SAP. Partners and other stakeholders can help the SHD strategically and intentionally plan, prioritize, and establish a baseline portfolio of prevention approaches based on the best available evidence to prevent SV. The SHD may work with partners and stakeholders in a manner that is most efficient and effective for the state, including in-person meetings or online meetings and webinars. **Partners and stakeholders should be involved in every step of the process, but the ultimate responsibility for the SAP rests with the SHD.**

Sub-recipients should be involved in the process, as well, because program implementation at the local-level must align with the SAP. SHDs should determine the best way to involve sub-recipients in this process.

Recipients are required to track, monitor, and evaluate their progress on the SAP as part of the state evaluation plan. Annually, recipients will report on measures, progress, and high-level summary of any changes or updates to the SAP via the DVP Partners Portal at APR (See Evaluation Plan Guidance for more information on measures related to the SAP). Some of the measures include, but are not limited to:

- New and existing partnerships
- Resources used or obtain during the fiscal year
- New state or local data sources accessed and used during the fiscal year
- Strategic, organizational, and program planning efforts engaged in during the fiscal year, including the development of products
- Identification of any challenges or barriers, particularly those that have hindered the SHD's access to available data

Potential partners and stakeholders include, but are not limited to

- State Sexual Assault Coalition
- Criminal justice, education, attorney general and other state agencies
- Local health departments
- Colleges and universities
- Representatives from communities served
- Representatives from underserved communities and priority populations
- Other health department employees working on shared strategies or receiving other CDC funding

## Required Components of the SAP

As previously stated, CDC is not providing a template for completion of the SAP. Recipients should use the format that works best for the SHD. However, it is essential that the following required components are included within the plan. There are eight (8) required components of the SAP, each of which are described in greater detail below.

### **1. The ways in which the recipient and partners will prioritize primary prevention at the outer layers of the Social Ecological Model (SEM):**

The activities of CE 19-1902 require recipients and their sub-recipients to implement SV primary prevention efforts across the SEM. However, in order to achieve sustained community change, research indicates that primary prevention program implementation at the community and societal levels must be prioritized.

- a. **Process to Identify, Select, and Implement Primary Prevention at the Outer SEM Layers**  
In this section, recipients should describe the process that was used to identify, select, and implement RPE-funded primary prevention program and policy efforts at the outer layers of the SEM. Please include all state and local-level efforts in this description.
- b. **Ensuring the Minimum RPE Funding Requirement at the Community or Societal Levels**  
Additionally, recipients should clearly describe their plans to ensure that at minimum 50% (for Category A recipients) and 75% (for Category B recipients) of the planned strategies occur at the community or societal levels.
- c. **Existing Experience and Capacity to Implement Community and Societal Strategies**  
The SAP should include information describing the existing experience and capacity of the recipient, sub-recipients, and partners to implement strategies across the four Focus Areas, but specifically community and societal-level strategies. This description should include the types of community/societal level strategies previously implemented, both with RPE funds and through other funding sources.
- d. **Training and Technical Assistance to Build Capacity**  
The SAP should also describe any SHD training or technical assistance efforts planned to build the capacity of RPE sub-recipients and partners to implement and evaluate outer layer programs and policies. The description should include information on the topics, format, and evaluation of the trainings and technical assistance.

For the purpose of the SAP Guidance, **training** is defined as: “a process for turning awareness and knowledge into mastered skills and practices to prevent SV” and by “teaching based on organizational context, providing opportunities for skill development through participatory learning, and following up to assess progress and determine level of mastery” (Fisher, et al., 2010). This means that recipients (and sub-recipients responsible for training) should do more than build awareness and knowledge of a topic area and should use training to build skills and change behavior.

- e. **Use of Data to Select and Prioritize Community and Societal Level Strategies**  
The SAP must also include information on how data were used to identify community/societal-level strategies and how ongoing data collection and analysis will be used by the recipient to ensure outer layer efforts are prioritized.

## State Action Plan Guidance

**2. The ways in which health disparities and disproportionate burden will be addressed using state or local level data:**

Recipients should work to reduce SV perpetration and victimization risk factors across the entire population, but should place special emphasis on reducing the health disparities that contribute to higher rates of violence victimization and perpetration among specific populations. Recipients should use all available data to determine where health disparities exist and should plan, implement, and evaluate strategies that address these health disparities.

**a. Data sources**

Recipients should provide a thorough listing of data sources available to the SHD, and how the data will be used to determine which health disparities or populations will be prioritized. Data sources should go beyond national-level data sources, such as NISVS (although state-level estimates can be included), and should include available state- and local-level data on rates of SV victimization and perpetration and on risk and protective factors. Recipients should also include data on demographics, both for the state and for sub-recipient communities.

**b. Which health disparities or burdens will be addressed**

Recipients should describe the health disparities or burdens that will be addressed through the selected SV primary prevention strategies, and how the data support this decision. The SAP should also provide information on the health disparities or burdens sub-recipients intend to address. Please note, recipients should look beyond data on SV victimization rates (NISVS, YRBSS, BRFSS), and should look at state- and local-level data to respond to this requirement.

**c. Which populations of interest will be selected**

Based on the data sources and selected health disparities and burdens, the SAP should include a detailed description of the populations of interest for all selected strategies, including at the sub-recipient level. These populations of interest should be logically connected to the health disparities or burdens provided above.

**3. The ways in which coordination with partners will be increased and/or maintained:**

The NOFO requires recipients and sub-recipients to identify new and maintain existing public/private partnerships to provide technical assistance and support for program implementation and evaluation. Recipients will be expected to develop formal partnerships that will improve capacity to access and use data, increase implementation of community/societal-level strategies, and improve coordination of state SV prevention efforts. In this section, the SAP should include plans for the continued engagement of current partners and the recruitment of new partners.

**a. Engagement of Current Partnership**

Recipients should discuss the ways they will continue to engage current partners in the process of implementing the requirements described in the NOFO. Additionally, the SAP should describe the process for ensuring current partnerships are maintained and partners feel engaged. For those partners in which you will increase engagement, describe how this will be done and what aspects of the project you will seek their further engagement.

**b. New Partnership**

This NOFO opens up the opportunity to collaborate with new partners that have not previously been involved with RPE. This section should describe:

- how the recipient and sub-recipients will identify new partners

**State Action Plan Guidance**

- what new partners the recipient and sub-recipients intend to bring on board
- the role each of these partners will play in the planning, implementation, and evaluation of the NOFO
- how the recipient intends to engage these new partners throughout the life of the NOFO, particularly in coordination with existing partners.

**c. Gap Analysis and Use of Data**

This section should also describe the ongoing process the recipient and its sub-recipients intend to use to identify gaps in partnerships and how data will be used for ongoing continuous quality improvement.

**4. The ways in which the recipient plans to leverage partnerships and resources to increase primary prevention efforts in the state:**

**a. Process of Working with Partners and Use of Resources**

This section should describe how recipients will work with partners to ensure primary prevention is expanded across the state and how partners and resources are dedicated to building the capacity of funded and unfunded organizations to increase and implement SV primary prevention efforts across the state.

**b. Capacity Building and Technical Assistance**

In the description, please include plans for capacity-building training and technical assistance to non-funded entities, including both program implementation and evaluation, to help sustain these efforts beyond the CE19-1902 project period.

**c. Use of Data**

This section should also describe plans for collecting and using data to understand how partnerships and resources have been leveraged during the NOFO period, and to use the data to increase and sustain SV primary prevention efforts in the state.

**5. Tracking and use of data, including, but not limited to, SV indicators:**

This section of the SAP should describe the process of how the recipient will identify, select, track, and report data. The description should include information about the process the recipient will use and how the SHD will improve capacity to monitor and report state-level data and conduct program evaluation. Recipients should refer back to the NOFO for more information on CDC's requirements related to identifying and tracking SV Indicators, specifically Activity #4 (NOFO page 13) and the Evaluation Plan information (NOFO page 11-13 and 21-27) and the RPE Evaluation Guidance Package, including additional resources for capacity assessment and identifying outcomes and indicators.

**a. Structures, Functions, and Capacity**

This sub-section should describe the plan to assess, enhance and/or build structures, functions and capacity to conduct evaluation, including monitoring, tracking and reporting state-level SV indicators. This section should include a description of how assessing capacity will result in achievement of RPE outcomes. Recipients will track and report on recommendation action steps to enhance evaluation capacity as part of annual reporting.

Assessing capacity includes understanding capacity areas such as staffing, funding, data use agreements, data system, software, or other resources. Recipients should build upon and reassess

### State Action Plan Guidance

any action steps identified as part of CE14-1401 to enhance evaluation capacity throughout this NOFO. Please see Capacity Assessment guidance for more information.

**b. Process to align potential indicators to selected outcomes**

This sub-section should describe the process the SHD will take to identify potential indicators that will align to the selected outcomes described in the State Logic Model. Potential indicators must be examined for availability, feasibility, accuracy and propriety along with other criteria that may be selected for reviewing potential indicators for selected outcomes. Please review tools provided in the SV Outcome Indicator Guidance for suggested processes. This section should describe the process of identifying what indicators could be used in the evaluation plan to monitor and track the outcome of interest through the five-year project period.

The Outcome Indicator Selection guidance document developed by CDC is one example that outlines the steps that could be part of the state process for identifying potential indicators to align with selected outcomes. Please see the SharePoint Site.

**c. Process to understand what data exists and how to access current or new data sources to monitor and track selected outcomes**

This sub-section should describe the process the SHD will take to understand what data currently exists and what data sources the SHD currently has access to, or what new data sources the SHD will potentially need to track and monitor data for the potential SV indicators identified in sub-section b.

Types of data sources include national, state, or local -level data sources and program data collected through evaluation, needs assessments, or other data collection efforts including surveys, surveillance, or publically available/accessible data. Examples of potential data sources could include information from hospitals, police departments or other relevant agencies or organizations.

The description should include what current data sources the SHD can access and plans for accessing potential new data sources that the SHD has identified. This description should include the following information:

- The data use agreements the SHD currently uses to access data (e.g., Data Use Agreements, MOUs).
- The process used to obtain any data that has already been accessed
- The plan to access any additional data sources.

Additionally, if the SV indicators proposed are only available at the **local-level** (county, city, neighborhood, etc.), the following information should be included:

- What data sources are available for the indicator
- How often the data source is updated
- Which populations are represented by the data
- How local data will be used to understand and report state-level information in the state evaluation plan

Together these sub-sections b and c will clarify how the outcomes of interest could be tracked through the five-year project period and will ensure that indicators to be selected for the evaluation are based on available data and the ability to access and use appropriate data.

**d. Barriers and Challenges**

## State Action Plan Guidance

This sub-section should describe any expected challenges and/or barriers to identifying, selecting, accessing, and reporting data at the state or local level. The recipient should include information on how recipients plan to address or overcome the barriers and how CDC can support the efforts.

## 6. Plans for implementation of the strategies selected for each focus area:

In this section, recipients will describe the state's high-level approach to implementing programs or policy efforts to meet the requirements of the NOFO. This includes a description of the state's RPE structure, information on the funding and sub-recipient selection process, the SHD's priorities for selecting focus areas and the strategies within these focus areas, and how the strategy is being implemented.

### a. RPE Program Structure

The SAP should include a description of the state's or territory's RPE structure, including the relationship between the recipient and their sub-recipients (and including any sub-recipients of these).

### b. Funding Process and Sub-recipient Selection

Recipients should describe their process for making funding decisions in the state/territory, including how sub-recipients are selected and if, for example, the state/territory uses a formula, competitive, and/or tiered structure. States should justify their decision-making process through the use of available data. Examples of various funding processes and the information required to be included in this section are below.

#### Examples of funding processes:

- Formula funding means funding all sub-recipients a specific amount based on an established formula. If the SHD uses this process, this section should provide information on the rationale for this decision and data showing the importance of using a universal approach.
- In a competitive process, the SHD publishes an RFP or other mechanism and solicits applications. The applications are then reviewed and awarded based on scores. If the SHD uses this process, this section should describe the selection/review criteria, including how data is used to prioritize the funding of priority populations and how recipients ensure sub-recipients have the capacity to implement strategies at the outer layers.
- A tiered approach is used to fund different recipients at different levels of funding and for different activities, based on their capacity. If the SHD uses this process, this section should describe the requirements for each tier and how this structure will satisfy the requirements detailed in the NOFO.

Recipients should also justify the decision and describe the process of selecting non-traditional sub-recipients to implement strategies at the outer layers, including how data was used in the process and how capacity was determined.

If another entity (including a sub-recipient such as the State Sexual Assault Coalition) prepares and releases the request for proposal, this process should be described instead.

### c. High-Level Description of Prevention Strategies Selected and Implemented

This section should also include an overall description of the prevention strategies being implemented with RPE funds for each Focus Area. For each prevention strategy, the recipient should include information on the following in the description:

## State Action Plan Guidance

- What is the prevention strategy being implemented, including essential content?
- What Focus Area does it address?
- What level of the SEM does it address?
- What is the population of focus?
- What risk or protective factors are addressed by the strategy?
- What is the rationale for this strategy (including the connection between the strategy, the population of focus, and the risk/protective factor(s))?
- What is the evidence to support that this strategy will address the SV problem identified in the population of focus?
- How is the prevention strategy being implemented (Information may be from sub-recipient/implementing organization)
  - This may include essential delivery and implementer characteristics
  - For programs, information about length, number of sessions, sequencing, who will implement, techniques used to carry out essential content, quality of implementation
  - For community and societal-level efforts, this may include strategy leader(s), key principles, methods, and/or messages
  - Data about the prevention strategies will be reported in Year 2+

Recipients will report on the implementation progress and measures for each prevention strategy annually starting Year 2 via the DVP Partners Portal. (See pages 21-27 of the NOFO for reporting of evaluation and performance measures and the forthcoming DVP Partners Portal Guidance).

Project Officers will review the high-level implementation plans for selected strategies to determine the alignment between the strategy and the selected focus area; the accuracy of the selected level of the SEM; the alignment between the selected strategy and the population of interest and setting; the appropriateness of the evidence, theory, or rationale for each strategy; the alignment and suitability of the identified risk and protective factors to each strategy; and the applicability of the strategy based on the high-level description.

**7. A summary of current primary prevention program or policy strategies being implemented in the state, with an emphasis on increasing community and societal level strategies:**

This section provides CDC with a snapshot of the entirety of primary prevention strategies being implemented in the state and the capacity of the recipient, sub-recipients, and partners to implement and evaluate SV primary prevention strategies, particularly community- and societal-level strategies. **The summary should focus on primary prevention strategies not funded through RPE, but should show how these strategies are linked to the RPE-funded strategies described in section 6.** Some states use other funding sources to support primary prevention, such as the Sex Offense Set Aside from the PHHS Block Grant or CORE SVIPP, among others. It is important for CDC to be informed of how all primary prevention funds are used in the state to understand their connection to RPE funding.

**a. Other Funding for SV Primary Prevention**

Recipients should describe the other funding sources the recipient, sub-recipients, and partners receive to support SV primary prevention in the state. This description should also include how the funds are administered and used at the state and/or local levels, including what strategies and activities are implemented.

**b. Connection with RPE**

Recipients should provide a description of how the SV prevention strategies and activities being implemented with other funding sources in the state support or enhance RPE-funded work. For instance, if PHHS Block Grant funding is used to support Primary Prevention Council Meetings,



### State Action Plan Guidance

the description would identify how the use of the Block Grant funds for this purpose support the implementation of RPE in the state. If the strategies and activities funded through other sources described above (in 7b) do not link to RPE, the description should provide a rationale for this disconnect and how the recipients, sub-recipients, or partners can improve connections in the future.

**c. Connection with other Forms of Violence**

In some cases, states also implement primary prevention strategies for other forms of violence (intimate partner violence, teen dating violence, youth violence, bullying, etc.) and/or for associated risk and protective factors. In these instances, recipients should briefly describe these efforts and how they connect to the work supported by RPE.

**8. A sustainability plan component that describes how RPE work will be sustained at the state and local level:**

It is essential to consider sustainability for all funding. Sustainability means different things depending on the developmental stage of your program. Newer programs may want to concentrate on sustaining their activities or infrastructure once initial funding ends. Experienced programs may want to enlarge their target population or reach, transfer their best practices to other programs, build new relationships with other agencies, or promote broader policy initiatives. Sustainability plans, for the purpose of the SAP, should address the above considerations as well as describe plans for ensuring RPE work can be sustained under a variety of circumstances.

This section should describe:

- What sustainability means to the recipients and to key stakeholders
- Which RPE work the recipient hopes to sustain and how the recipient and partners plan to do this
- What partners will be engaged and what they can do to support sustainability
- What changes will be necessary in order to sustain work
- How data and other information will be used to plan for sustainability
- What resources, support, or TA is needed to make progress toward planning for sustainability

In Year 1, the sustainability plan can focus on the approach the SHD and its partners will use to develop a later, more detailed plan for sustainability. In the Year 3 update, a fuller sustainability plan is required. Additional details about the required elements of a fuller plan for Year 3 will be provided at a later time.

## **Technical Assistance (TA) and Support**

Your assigned CDC Project Officer and Evaluation Officer are available on monthly TA calls and as requested to provide additional TA and support with this deliverable. If you need any additional assistance, please email your Project Officer.

Violence Prevention in Practice has general guidance about planning available at:

- <https://vetoviolence.cdc.gov/apps/violence-prevention-practice/planning#!/>
- <https://vetoviolence.cdc.gov/apps/violence-prevention-practice/resources#!/>

State Action Plan Guidance

## Submission

The SAP must be submitted in GrantSolutions as a PDF into Grant Notes in the Grants Management Module (GMM) by Monday, June 3, 2019. Additionally, please email the SAP as a Word document or as a PDF to your assigned Project Officer and Evaluation Officer.

**The SAP should not exceed 50 pages.** However, exceptions may be made on a case-by-case basis. Please contact your Project Officer to discuss your needs to exceed 50 pages for the SAP.

CDC will review the first draft of the SAP and will provide recipients with feedback. There will also be a working session at the July RPE Recipient Meeting to discuss the SAP. CDC requires that recipients submit a final draft with the APR in Year 1, due 120 days before the end of the fiscal year (exact date TBD). Recipients will be required to submit updated SAPs in Years 3 and 5. Additional details about the due dates for these submissions will be provided in future guidance.



## Vendor/Payee Form

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

**DO NOT use this form for:**

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

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

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

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

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

Agency Name	Oklahoma State Dept of Health 340			Contact Name	Ruby Sherwan
Phone #	405-271-4043	Fax #	405-271-1789	Email	Rubys@health.ok.gov
<b>Agency Request To</b> – Please select all applicable request types					
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID _____			
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address # _____	PeopleSoft Location # _____		
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____		
<input type="checkbox"/> Other	Explain _____				
<b>Vendor 1099 Reportable Status</b>	<b>Attention Paying Agency:</b> Please check the <b>Add</b> box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the <b>Remove</b> box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:				
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 - Other Income		
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds		
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney				

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

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

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

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

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

U.S. Taxpayer Identification Number (TIN)

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

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

**Entity Filing Classification:**

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

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

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

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

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

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

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

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (<http://www.irs.gov/pub/irs-pdf/iw8.pdf>).

- **Form W-8BEN:** Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals). <http://www.irs.gov/pub/irs-pdf/iw8ben.pdf>
- **Form W-BEN-E:** Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities). <http://www.irs.gov/pub/irs-pdf/iw8bene.pdf>
- **Form W-8ECI:** Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States. <http://www.irs.gov/pub/irs-pdf/iw8eci.pdf>
- **Form W-8EXP:** Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8exp.pdf>
- **Form W-8IMY:** Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting. <http://www.irs.gov/pub/irs-pdf/iw8imy.pdf>

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

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

Under penalties of perjury, I certify that:

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

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

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

\_\_\_\_\_  
Date

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

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

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

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