



1. Solicitation #: 8050000651

2. Solicitation Issue Date: 06/29/2020

3. Brief Description of Requirement:

The Oklahoma Department of Rehabilitation Services (DRS) is soliciting bids from qualified entities for provision of video production services for broadcast-quality television and radio public service announcements and videos.

4. Response Due Date<sup>1</sup>: 07/21/2020

Time: 3:00 CST/CDT

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

U.S. Postal Delivery Address: \_\_\_\_\_

Common Carrier Delivery Address: \_\_\_\_\_

Electronic Submission Address: bids@okdrs.gov

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

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

7. Contracting Officer:

Name: Joe Hill  
Phone: 405-951-3446  
Email: jhill@okdrs.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.



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

1. **RE: Solicitation #** 8050000651

**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.

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Authorized Signature

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Date

---

Printed Name

---

Title



**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 Department of Rehabilitation Services Agency Number: 805

Solicitation or Purchase Order #: 8050000651

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

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

**Oklahoma Department of Rehabilitation Services (DRS)  
Invitation to Bid  
Video Production Services for Broadcast-Quality Television  
and Radio Public Service Announcements and Videos**

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## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

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

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

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

- A.2.1.** Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2.** In an effort to maintain safety practices established in response to the COVID-19 pandemic, hard copy bids shall not be accepted. Instead, bids and all required forms shall be emailed to [bids@okdrs.gov](mailto:bids@okdrs.gov) as a pdf attachment(s). The email shall include: the name and address of the bidder; the solicitation #8050000651; the solicitation response due date and time. The email's subject line shall reference solicitation #8050000651.
- 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.
- 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) shall be emailed with the bid as a pdf attachment(s) to [bids@okdrs.gov](mailto:bids@okdrs.gov), or they may be emailed separately from the bid as a pdf attachment(s) to [bids@okdrs.gov](mailto:bids@okdrs.gov). If amendment acknowledgement(s) are emailed separately from the bid, the emails shall include: the name and address of the bidder; the solicitation #8050000651; the solicitation response due date and time. The email's subject line shall reference solicitation #8050000651.

**A.3.2.** The Oklahoma Department of Rehabilitation Services (DRS) 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.3.3.** 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 Oklahoma Department of Rehabilitation Services (DRS).

### **A.4. Bid Change**

**A.4.1.** If the bidder needs to change a bid prior to the solicitation response due date, a new bid and all required forms shall be emailed as a pdf attachment(s) to [bids@okdrs.gov](mailto:bids@okdrs.gov). The email shall include the following statement "This bid supersedes the bid previously submitted". The email shall include: the name and address of the bidder; the solicitation #8050000651; the solicitation response due date and time.

### **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**

Bids shall be opened by the Oklahoma Department of Rehabilitation Services at the time and date specified in the solicitation as 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 Oklahoma Department of Rehabilitation Services (DRS) 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 DRS, 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 Oklahoma Department of Rehabilitation Services (DRS) buyer, Joe Hill, at [jhill@okdrs.gov](mailto:jhill@okdrs.gov), 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 by email to the Oklahoma Department of Rehabilitation Services (DRS) buyer, Joe Hill, at [jhill@okdrs.gov](mailto:jhill@okdrs.gov). 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 DRS 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 DRS 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 DRS, who signs the Contract. The Contract may be modified only through a written Addendum, signed by the DRS 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 DRS 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 DRS.

## **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 DRS. The DRS may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2.** The DRS 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 the agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the DRS determines that an administrative error occurred prior to Contract performance.
- A.24.3.** If the Contract is terminated, the DRS shall be liable only for payment for products and/or services delivered and accepted.

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

- A.25.1.** The DRS may terminate the Contract, in whole or in part, for convenience if the agency determines that termination is in its best interest. The DRS 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 DRS.
- A.25.2.** If the Contract is terminated, the DRS 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. SPECIAL PROVISIONS**

### **B.1. Contract Period**

**B.1.1.** The initial contract period shall be date of award through June 30, 2021, with options to renew for four (4) additional one (1) year periods at the same terms and conditions and at the discretion of the DRS.

**B.1.2.** Renewals shall be dependent upon availability of funding and favorable performance evaluation.

### **B.2. Agreement Period**

The agreement period shall be date of award through the end of the final contract renewal period. Renewal options shall be at the discretion of the DRS. The options to renew are as follows:

First Option to Renew (Contract Year Two): July 1, 2021 through June 30, 2022;  
Second Option to Renew (Contract Year Three): July 1, 2022 through June 30, 2023;  
Third Option to Renew (Contract Year Four): July 1, 2023 through June 30, 2024;  
Fourth Option to Renew (Contract Year Five): July 1, 2024 through June 30, 2025.

### **B.3. Indefinite Quantity Contract**

The DRS is soliciting and awarding an indefinite quantity contract. Bidders should not assume that a guaranteed number of projects will be completed. DRS shall not guarantee the purchase of a minimum or maximum quantity or dollar amount of the contracted services.

### **B.4. Ownership**

#### **B.4.1. Exclusive Rights**

Video production materials and related components developed under the contract, including all native production files, are exclusively owned by DRS, which may alter, share and distribute materials at no additional cost without consent from the Contractor or sub-contractors. All materials produced as a result of this Contract become the sole property of DRS. This includes any proprietary rights or interests in concepts, products, materials, intellectual properties, data and documentation developed, produced or provided in connection with services provided under the contract. These rights exclude any stock photography or commercial photography or artwork that may be subject to predetermined usage fees or ownership/copyright matters.

#### **B.4.2. Copyrights and Trademarks**

The Contractor may be responsible for copyrighting or registering DRS trademarks, logos, public service announcements and videos as directed and approved by DRS.

### **B.5. Invoicing Schedule**

Invoicing can occur following each production phase depending on the project and at the discretion of DRS. Phase one includes pre-production, script writing and remote or in-studio production. Phase two includes post production, including editing and deliver of electronic, web-ready video and mobile or other files if requested.

### **B.6. Travel Reimbursement**

The travel expenses to be incurred by the Contractor pursuant to the Contract shall be included in the total amount of the contract award. The DRS will only pay travel expenses (including per diem) specified in and charged against the total amount of the contract award. In addition, the DRS will not reimburse travel expenses in excess of the rates established by the Oklahoma State Travel Reimbursement Act, 74 O.S. § 500.1-37. The Contractor shall be responsible for all travel arrangements, and provide supporting documentation for reimbursement.

### **B.7. Contractor's Offender List Registration Declaration**

The Contractor's signing authority for the Contract hereby states under penalty of perjury under the laws of Oklahoma that the foregoing is true and correct:

(1) I am the Contractor OR I am the duly authorized representative of the Contractor/Business Entity;  
and

(2) Neither the Contractor nor any employee of the Contractor/Business Entity, nor any subcontractor or employee of a subcontractor, who works on Oklahoma School for the Deaf and/or Oklahoma School for the Blind premises is currently required to register under the provisions of the Oklahoma Sex Offenders



Registration Act (74 O.S. §§ 581 *et seq.*) or the Mary Rippy Violent Crime Offenders Registration Act (74 O.S. §§ 591 *et seq.*).

**B.8. Compliance with 57 O.S. § 589 and 70 O.S. § 6-101.48.**

Contractor shall comply with all requirements provided for at 57 O.S. § 589 and 70 O.S. § 6-101.48.

**B.9. Equal Opportunity/Non-Discrimination**

The Contractor shall at all times comply with all federal laws relating to nondiscrimination, including but not limited to, Presidential Executive Order 11246 as amended and the Civil Rights Act of 1964, 42 U.S.C. §2000 *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794; the Americans With Disabilities Act of 1990, 42 U.S.C. §12101 *et seq.*; Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*; the Age Discrimination in Employment Act, 42 U.S.C. §6101 *et seq.* and all amendments to these acts, and all requirements imposed by the regulations issued pursuant to these acts, including, but not limited to, providing equal opportunity both to those seeking employment and those seeking services without regard to race, color, religion, sex, national origin, age, or handicap.

**B.10. Lobbying Activities**

The Contractor certifies the following:

(a.) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, or cooperative agreement;

(b.) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**B.11. Drug-Free Workplace**

The Contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988.

**B.12. Subcontracting**

The services to be performed under the Contract shall not be subcontracted, in whole or in part, to any other person or entity without written approval by the DRS. The terms of the Contract, and such additional terms as the DRS may require, shall be included in any subcontract. Approval of the subcontract shall not relieve the Contractor of any responsibility for performing the Contract.

**B.13. Compliance With State And Federal 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. Compliance shall be the responsibility of the Contractor, without reliance on or direction by the DRS.

#### **B.14. Client Confidentiality**

The Contractor assures compliance with DRS requirements pertaining to the protection, use, and release of personal information. The Contractor will hold confidential all personal information regarding individuals, including lists of names, addresses, photographs, records of evaluation, and all other records of the DRS client. This information may not be disclosed, directly or indirectly, unless consent is obtained in writing or as otherwise required by law.

#### **B.15. Unallowable Costs**

In the event any audit, audit resolution, review, monitoring, or other oversight results in the determination that the Contractor has expended DRS funds on unallowable costs on this or any previous contract, the Contractor shall reimburse the DRS in full for all such costs on demand. The DRS may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

#### **B.16. Clean Air Act**

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The Contractor agrees to report each violation to DRS and understands and agrees that DRS will, in turn, report each violation as required to assure notification to the appropriate Environmental Protection Agency Regional Office.

#### **B.17. Employment Relationship**

The Contract does not create an employment relationship. Individuals performing services required by the Contract are not considered employees of the State of Oklahoma or the DRS for any purpose, and as such shall not be eligible for benefits accruing to state employees. The Contractor shall comply with all applicable laws regarding workers' compensation insurance.

#### **B.18. Prior DRS Employment**

The Contractor hereby certifies that at the start of the contract period neither he/she, or if applicable, no member of its board or officers are former DRS employees who were employed by the DRS during the prior twelve (12) months.

#### **B.19. Severability**

If any provision under the Contract, or its application to any person or circumstance, is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of the Contract or its application that can be given effect without the invalid provision or application.

## **B.20. Terms and Conditions**

All terms and conditions herein become the contract between the DRS and the Supplier. The Supplier agrees to comply with all of these terms and conditions. Supplier understands and agrees that when any term and/or condition contained within this contract is, or becomes, applicable to the Supplier's officers and/or employees, Supplier agrees to ensure that its officers and employees, (collectively "organization") abide by the terms and/or conditions applicable to organization.

## **B.21. Audit**

### **B.21.1. Federal Funds**

Organizations that expend \$750,000 or more in a year in federal funds from all sources shall have a certified independent audit conducted in accordance with 2 C.F.R. Part 200.

### **B.21.2. State Funds**

Corporations both for-profit and non-profit, and governmental entities that receive \$50,000 or more in a year in State funds from DRS shall have a certified independent audit of its operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles, and the report shall include a supplementary schedule of awards listing all state and federal funds by funding source.

### **B.21.3. Auditor Approval and Audit Distribution**

The audit shall be performed by a certified public accountant or public accountant who has a valid and current permit to practice public accountancy in the State of Oklahoma, and who is approved by the Oklahoma Accountancy Board to perform audits according to Government Auditing Standards. The Contractor's fiscal managers and appropriate oversight bodies shall review the auditor's latest external quality control review report prior to the audit being conducted. DRS retains the right to examine the work papers of said auditor.

The Contractor shall submit two copies of the annual audit report to the Department of Rehabilitation Services - Contracts Unit 3535 N.W. 58<sup>th</sup> Street, Suite 300, Oklahoma City, Oklahoma 73112, plus a copy of the management letter, if applicable, and corrective action plan to all audit findings, and the auditor's latest external quality control review report within 120 days of the Contractor's fiscal year end. In the event the Contractor is unable to provide the audit report within the time specified, the Contractor shall submit a written request to the address listed above for an extension citing the reason for delay. DRS reserves the right to suspend payment to the Contractor for costs owed pursuant to this Contract if DRS has not received the prior year audit.

## **B.22. Lapse of Invoices/Claims**

Proper invoices documenting the provision of services, and/or proper claims for reimbursement of Contractor-paid travel expenses pursuant to the contract for services shall be submitted within ninety (90) calendar days of the provision of those services, and/or incurrence of those travel expenses. Supporting encumbrances may be cancelled upon a lapse of six (6) months from the actual provision of

services, and/or incurrence of travel expenses pursuant to the contract for services, unless specified otherwise in the Contract.

## **B.23 Contract Award**

- B.23.1.** DRS shall award this bid without negotiation on an all or none basis using the best value criteria method.
- B.23.2.** 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>.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Scope**

#### **C.1.1. Spot and Video Production**

DRS is soliciting offers from bidders for creative and video production services required to produce broadcast-quality spot announcements for television, cable systems and radio, and broadcast-quality video presentations. This contract does not include market strategy services or broadcast media placement.

#### **C.1.2. Objective**

The objective is to inform Oklahomans with disabilities, potential employers, community partners, and the general public about various programs and services offered by DRS. As a result, DRS expects to increase the number of individuals accessing DRS services, thus enhancing opportunities for Oklahomans with disabilities to become self-sufficient and/or employed tax-paying citizens through access to DRS vocational rehabilitation, employment, education, and independent living services.

### **C.2. Accessibility for Oklahomans with Disabilities**

#### **C.2.1. Expectations**

As the state agency for Oklahomans with disabilities, DRS expects the Contractor to share our commitment to providing Oklahomans with disabilities with full access to information in broadcast spot announcements and video production that is equal to access for those who do not have disabilities. DRS shall provide representative(s) to advise and consult with the Contractor who will be responsible for achieving widely accepted and used accessibility standards.

### **C.2.2. Standards**

Accommodations, such as, but not limited to, American Sign Language for the Deaf, on-screen captioning and audio descriptions, are mandatory and critical service components required to meet the obligations of this contract.

The minimum acceptable accessibility standards meet or exceed the requirements of Section 508 of the Rehabilitation Act, as amended, in the federal Workforce Innovations and Opportunity Act (WIOA) and the Oklahoma Electronic and Information Technology Accessibility (EITA) laws and standards.

Find more information on Section 508 at <http://www.section508.gov/summary-section508-standards> and EITA at [https://www.ok.gov/accessibility/Technical\\_Assistance\\_Document.html](https://www.ok.gov/accessibility/Technical_Assistance_Document.html).

### **C.2.3. Accessibility Examples**

All spot announcements and video presentations shall be produced with national-quality captions that present all audio information simultaneously on screen in the pop-on style rather than roll-up or scrolling text. These same videos shall be open or closed captioned for the web with captions embedded in the video. The video browser shall contain on-screen controls for basic navigation and turning captioning on and off. DRS will consult with the Contractor to determine whether open or closed captions are appropriate for individual projects.

DRS frequently produces video projects in American Sign Language with or without an audio track depending on the audiences. These projects shall require the Contractor to work with DRS-provided sign language interpreters during studio or remote production and sometimes during the video editing and post-production process.

Projects may require alternate audio tracks with standard narration and dialogue plus short audio descriptions of video action that conveys information occurring on screen to help those who are blind or visually impaired understand the full content.

Other accommodations may be necessary to make spots/videos fully accessible. DRS representative(s) will be available to advise and assist the Contractor.

### **C.3. Video Format**

Video acquisition shall be in high-definition video utilizing a 4K video/cinema camera with 10-bit color space, meeting or exceeding current industry standards. The Contractor shall continue to meet or exceed the current industry standards in place at the time services are provided throughout the life of the contract.

### **C.4. File Delivery**

The Contractor shall deliver web-friendly video (currently h265 codec) files, plus a separate caption file for each project in broadcast and web-ready video formats, and, if needed, mobile device and social media formats. The Contractor shall utilize delivery methods that yield results that meet or exceed the current industry standards in place at the time services are being provided throughout the life of the contract.

## **C.5. Services Required**

A representative from DRS's Communications Office, who has professional scriptwriting and production expertise, will coordinate with the Contractor on all phases of project development:

- C.5.1.** strategic and pre-production planning;
- C.5.2.** concept development;
- C.5.3.** treatment and script writing;
- C.5.4.** storyboarding, if needed;
- C.5.5.** screen testing, casting and rehearsal;
- C.5.6.** location scouting and reservations;
- C.5.7.** in-studio and remote video recording;
- C.5.8.** in-studio and remote audio recording with engineering capacity to deliver clear and consistently audible results;
- C.5.9.** digital video and audio editing;
- C.5.10.** post-production;
- C.5.11.** video graphics, color correction, character generation, motion graphics; graphics compositing, 2D animation and 3D animation;
- C.5.12.** broadcast and web-ready video files, with mobile device a social media formats if requested.

## **C.6. Production and Post-Production Requirements**

### **C.6.1. Production Capabilities**

The Contractor shall have the following production capabilities:

- C.6.1.1.** 4K video/cinema camera with 10-bit color space and high frame-rate capabilities, along with the assortment of lenses;
- C.6.1.2.** professional filmmaking equipment for remote shoots such as jib arm, stabilized gimbal, slider, drone, tripod, and monopod;

- C.6.1.3.** professional audio equipment including lavalier microphones, shotgun mic with boom pole;
- C.6.1.4.** access to soundstage with appropriate green screen capability and various sets and backdrops, meeting area, dressing and make-up rooms;
- C.6.1.5.** full-size teleprompter for in-studio production, and a smaller, field-sized teleprompter for location shoots;
- C.6.1.6.** studio and field lighting with tungsten/daylight capabilities, along with the proper stands, c-stands, sandbags, reflectors, diffusers, gels, flags, clamps, extension cords, and power supplies;
- C.6.1.7.** professional audio facility equipped with sound booth.

## **C.6.2. Post-Production Capabilities**

The Contractor shall have the following post-production capabilities:

- C.6.2.1.** professionally equipped workstation with ample processing power and RAM;
- C.6.2.2.** digital audio and video editing, title and logo graphics, motion graphics, video effects compositing, 2D/3D animation, color correction;
- C.6.2.3.** royalty-free music library along with sound effects;
- C.6.2.4.** broadcast compatible closed captioning;
- C.6.2.5.** electronic file sharing for approval process and distribution of final product;
- C.6.2.6.** delivery of high resolution master files of finished video projects, broadcast and web-ready video formats, and, if needed, mobile device formats and social media formats;
- C.6.2.7.** footage archive of all acquired footage.

## **C.6.3. Production Crew**

The Contractor shall employ a professional crew capable of handling all aspects of development, pre-production, production and post-production. At least one (1) professional lighting/audio engineer and at least one (1) professional videographer/director will be employed for in-studio and remote audio and shooting. The production crew shall include:

- C.6.3.1.** scriptwriter;
- C.6.3.2.** director;

**C.6.3.3.** producer;

**C.6.3.4.** videographer/camera operator;

**C.6.3.5.I** Lighting technician;

**C.6.3.6.** audio equipment operator;

**C.6.3.7.** narrators/actors/talent;

**C.6.3.8.** teleprompter operator;

**C.6.3.9.** makeup artist specializing in film and video;

**C.6.3.10.** video editor;

**C.6.3.11.** audio engineer;

**C.6.3.12.** grips and support personnel.

## **C.7. Subcontracting**

Contractors shall submit a list of pre-production and post-production capabilities (C.6) which would or may be subcontracted to personnel who are not employed by the Contractor. The list shall include the names of potential subcontractors with resumes for key personnel (D.2.2.2.). Subcontracting is subject to DRS written approval (B.12.).

## **C.8. Project Preparation**

The Contractor shall provide a production schedule and cost estimate for approval by the DRS representative before work begins on each project.

## **C.9. Timeframe for Completion**

DRS intends to complete each project in less than twelve (12) months from the project start date. Projects may be completed individually or in groups, depending on the wishes of DRS in consultation with the Contractor. Projects not completed in one state fiscal year may be completed in the next state fiscal year if the contract is renewed. The services provided shall be paid against the contract year the services are provided in.



## **C.10. Unacceptable Products**

DRS has the right to request and receive revisions or replacements if spot announcements or video productions are not satisfactory to DRS either because products are not accessible to audiences with disabilities or because they are determined by DRS to be unacceptable quality or defective.

## **D. EVALUATION**

### **D.1. Evaluation Criteria**

DRS shall award this bid without negotiation on an all or none basis using the best value criteria method.

DRS shall conduct a comprehensive, impartial evaluation of all acceptable bid responses. Bids failing to provide responses for all of the mandatory requirements listed in Sections D.2.1. through D.2.6. shall be considered non-responsive and shall be disallowed without evaluation.

DRS shall select and award the acceptable bid response which offers the best value based on the following evaluation criteria. The evaluation criteria are listed in no particular order.

#### Category

Reputation and Reliability (D.2.1.)

Expertise of Personnel (D.2.2.)

Quality of Work Samples (D.2.3.)

Available Production Capabilities and Equipment (D.2.4.)

Accessibility Expertise and Experience (D.2.5.)

Cost (D.2.6.)

## **D.2. Submission Requirements**

The bidder shall submit the following items for each evaluation category:

### **D.2.1. Reputation and Reliability**

The bidder shall:

- D.2.1.1.** submit a Responding Bidder Information Form.
- D.2.1.2.** submit a one-page business profile summarizing operations related to ownership, business size, scope of video production services and years the bidder has been in business.
- D.2.1.3.** submit five (5) business references with contact information from customers who have purchased video production services from the bidder. Include state government customers, if available.
- D.2.1.4.** identify their financial business model that will be able to support and fund their daily business under any contract awarded from this solicitation. The bidder shall disclose any bankruptcy, litigation, contract defaults or disbarment.

### **D.2.2. Expertise of Personnel**

The bidder shall:

- D.2.2.1.** submit resumes of key contract personnel and sub-contractors who would be assigned to DRS projects. Include current job description, previous work experience, length of employment, educational qualifications, awards, professional certifications and organizational affiliations. Indicate whether workers are bidder or sub-contractor personnel.
- D.2.2.2.** provide the name, resume and contact information for the person who would be the contract manager. Include information listed in D.2.2.1.

### **D.2.3. Quality of Work Samples**

The bidder shall:

- D.2.3.1.** provide hyperlinks to three (3) to five (5) each of broadcast-quality TV spot announcements, radio announcements and video productions, demonstrating a range of production capabilities.
- D.2.3.2.** include a master list or index with credits for personnel who did key tasks, indicating what tasks they performed on each sample and whether they are currently bidder or subcontractor personnel.

### **D.2.4. Available Production Capabilities and Equipment**

The bidder shall:

- D.2.4.1.** provide a list of production capabilities with equipment, indicating which equipment is available in house, and sources and methods the Contractor shall use to acquire equipment not in house.

### **D.2.5. Accessibility Expertise and Experience**

The bidder shall:

- D.2.5.1.** describe previous experience and expertise with making spot announcements and video productions fully accessible to audiences with disabilities as defined in C.2.
- D.2.5.2.** identify knowledge and strategy used to make submitted production samples accessible.
- D.2.5.3.** reference any accessibility training completed by bidder or sub-contractor personnel.

## **D.2.6. Cost**

### **D.2.6.1. Fixed Per-Unit Price List**

The bidder shall submit prices for the list of services on Attachment A (Fixed Per-Unit Price List) for each of the five (5) contract years. The Attachment A shall include the bidder's authorized manual or electronic signature and company name. The cost to make services accessible, as defined in C.2., shall be included in the prices.

### **D.2.6.2. Rate Card**

The bidder shall submit a separate rate card showing standard rates for services not included on the bidder's Attachment A (Fixed Per-Unit Price List). The DRS shall pay according to the submitted rate card if the provision of contract services by the Contractor requires a service not included on the Attachment A (Fixed Per-Unit Price List). The cost to make services accessible, as defined in C.2., shall be included in the prices. The rate card shall be labeled "Rate Card", and the bidder's authorized manual or electronic signature and company name shall be included on it.

## **E. INSTRUCTIONS TO BIDDER**

### **E.1 Response Format**

- E.1.1.** Bidder shall submit their solicitation response in accordance with the specifications set forth in A.2. The bid response must be received by the date and time specified on the solicitation. Any form containing a signature line must be manually or electronically signed and returned as part of the bid response.

### **E.2. Response Instructions**

- E.2.1.** Bidders are to complete and return the Responding Bidder Information Form.
- E.2.2.** Bidders are to complete and return the Non-Collusion Form.
- E.2.3.** Bidders are to provide the following items listed under D.2 (Submission Requirements):

- E.2.3.1.** Responding Bidder Information Form;

- E.2.3.2.** List of potential subcontractors (C.7.);
- E.2.3.3.** Business profile (D.2.1.2.);
- E.2.3.4.** Five (5) business references (D.2.1.3.);
- E.2.3.5.** Financial stability documentation (D.2.1.4.);
- E.2.3.6.** Key personnel resumes (D.2.2.1.);
- E.2.3.7.** Contract Manager resume (D.2.2.2.);
- E.2.3.8.** Work samples (D.2.3.1.);
- E.2.3.9.** Master list/Index with personnel credits (D.2.3.2.);
- E.2.3.10.** List of production capabilities with equipment (D.2.4.1.);
- E.2.3.11.** Summary of accessibility expertise and experience (D.2.5.);
- E.2.3.12.** Attachment A (Fixed Price Per-Unit Price List) (D.2.6.1.);
- E.2.3.13.** Rate Card (D.2.6.2.).

**F. CHECKLIST**

- F.1.** Responding Bidder Information Form \_\_\_\_\_
- F.2.** Non-Collusion Form \_\_\_\_\_
- F.3.** Response to Section E. requirements \_\_\_\_\_
- F.4.** Attachment A (Fixed Price Per-Unit Price List)\_\_\_\_\_
- F.5.** Rate Card \_\_\_\_\_

## **G. SOLICITATION QUESTION SUBMITTAL**

- G.1.** Any communication regarding this solicitation must be sent to the contracting officer listed above and below. Do not discuss the solicitation prior to award with any state employee other than the designated DRS buyer unless authorized by the designated DRS buyer.
- G.2.** All questions regarding this solicitation must be emailed no later than 07/08/2020 @ 3:00 PM CST/CDT to the Oklahoma Department of Rehabilitation Services (DRS) buyer, Joe Hill, at [jhill@okdrs.gov](mailto:jhill@okdrs.gov). Questions received after this date may not be answered. If any questions are received, an "Amendment of Solicitation", OMES-FORM-CP-011, shall be emailed to each solicited vendor after the 07/08/2020 deadline. The amendment will list all questions received and their answers. Please be sure to reference the solicitation #8050000651 when emailing questions.

## **H. ATTACHMENTS**

- H.1.** Responding Bidder Information Form
- H.2.** Certificate for Competitive Bid and/or Contract (Non-Collusion Certification)
- H.3.** Attachment A (Fixed Price Per-Unit Price List)
- H.4.** Rate Card
- H.5.** Current proof of all applicable insurances (i.e. current insurance certificate(s)).



# SOLICITATION REQUEST

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

**Dept of Rehabilitation Service**  
 DEPARTMENT OF REHABILITATION SERVICES  
 3535 NW 58TH STREET, STE 500  
 OKLAHOMA CITY OK 73112

<b>Request Quote ID.</b>	<b>Date</b>	<b>Buyer</b>	<b>Page</b>
8050000651	06/16/2020	Joe Hill	1
<b>Payment Terms</b>	<b>DateTime Quote Open</b>	<b>Closing</b>	
0 Days	06/29/2020 09:00 AM	07/21/2020 03:00 PM	

Requisition Number Reference:

**Ship To:** DEPARTMENT OF REHABILITATION SERVICES  
 STATE OFFICE  
 3535 NW 58 ST, STE 500  
 OKLAHOMA CITY OK 73112-4824

**Bill To:** DEPARTMENT OF REHABILITATION SERVICES  
 STATE OFFICE  
 3535 NW 58 ST, STE 500  
 OKLAHOMA CITY OK 73112-4824

**Supplier:** NAME \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Supplier Responses**

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	82131603 / 1000011047 SERVICE: Video Production Services	1	YR		

PROVISION OF VIDEO PRODUCTION SERVICES FOR BROADCAST-QUALITY TELEVISION AND RADIO PUBLIC SERVICE ANNOUNCEMENTS AND VIDEOS, PER THE ATTACHED SCOPE OF WORK

\*\*\*\*\* Bidder shall not enter a unit or extended price for solicitation request line item 1. Bidder shall instead complete the Attachment A (Fixed Per-Unit Price List) by entering a fixed per-unit price for provision of each service listed. The cost to make services accessible, as defined in C.2. of the solicitation specifications, shall be included in these rates. The bidder's manual or electronic authorized signature and company name shall be included on the Attachment A. \*\*\*\*\*

\*\*\*\*\* The bidder shall also submit a separate rate card showing standard rates for services not included on the bidder's Attachment A. The DRS shall pay according to the submitted rate card if the provision of contract services by the Contractor requires a service not included on the Attachment A (Fixed Per-Unit Price List). The cost to make services accessible, as defined in C.2. of the solicitation specifications, shall be included in the rates. The rate card shall be labeled "Rate Card", and the bidder's manual or electronic authorized signature and company name shall be included on it. \*\*\*\*\*

The initial contract period shall be date of award through June 30, 2021, with options to renew for four (4) additional one (1) year periods at the same terms and conditions and at the discretion of the DRS.

First Option to Renew (Contract Year Two): July 1, 2021 through June 30, 2022;  
 Second Option to Renew (Contract Year Three): July 1, 2022 through June 30, 2023;  
 Third Option to Renew (Contract Year Four): July 1, 2023 through June 30, 2024;  
 Fourth Option to Renew (Contract Year Five): July 1, 2024 through June 30, 2025.

**Freight Terms:** FOB DEST**Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

COMMENTS:  
 DRS CONTRACTING OFFICER: JOE L. HILL  
 PHONE: 405-951-3446  
 EMAIL: jhill@okdrs.gov

**This is NOT AN ORDER**

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

<b>Authorized Signature</b>
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**SOLICITATION #8050000651**

**ATTACHMENT A**

ATTACHMENT A FIXED PER-UNIT PRICE LIST	
SERVICE	PRICE
1. Pre-production planning/creative consultation (per hour)	
2. Script writing for :30 spot announcement	
3. Script writing for video production (per page)	
4. Remote production (per hour)	
5. Remote production (per 8-hour day)	
6. Studio/stage production (per hour)	
7. Studio/stage production (per 8 hour day)	
8. Digital audio production (per hour)	
9. Digital editing with title and motion graphics, video effects compositing, 2D/3D animation, color correction (per hour)	
10. Digital editing with title and motion graphics, video effects compositing, 2D/#d animation, color correction (per 8 hour day)	

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Bidder's Authorized Signature

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Bidder's Company Name