

Request for Proposal
(2920000183)
for
EVENT PLANNING SERVICES – BROWNFIELDS CONFERENCE

Issue Date: October 31, 2013

Pre-Proposal Conference: NONE

Pre-Proposal Question
Response Due Date: November 11, 2013 at 2:00 PM Central Time
E-mail: (Reference RFP No. 2920000183 in all e-mails)
All questions are to be submitted in writing before the deadline.

Proposal Deadline: November 25, 2013 at 2:00 PM Central Time
(Late Proposals will not be accepted.)

Submittal Location: State of Oklahoma - DEQ
707 N. Robinson
P.O. Box 1677
Oklahoma City, OK 73101-1677

Procurement Contact: Irelita Jones, CPPB, CPO
Contracting and Acquisitions Administrator
Phone: (405) 702-1116, Fax: (405) 702-1186
Email: DEQPro@deq.ok.gov

DESCRIPTION: Proposals are being solicited for the purpose of contracting for event planning services for the State of Oklahoma Department of Environmental Quality (DEQ) 2014 Brownfields Conference.

This solicitation may be downloaded by visiting the State of Oklahoma DEQ website at: www.DEQ.state.ok.us.

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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. "Bid" means an offer in the form of a bid, proposal, or quote a Bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an Request for Proposal, request for proposal, or a request for quotation; and
- A.1.5. "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 Proposals 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. Proposals shall be submitted to the DEQ Purchasing Division 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. Proposals sent by telegraph, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
- 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 Proposals shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to Proposals shall be identified and initialed in ink by the Bidder. Penciled Proposals and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5. All Proposals 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.2.6. All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.

A.2.7. All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder.

A.2.8. Failure to submit a timely bid including: 1) a signature binding the offer; and 2) a completed Price Form, and any additional required information, will result in your bid being deemed nonresponsive; these items will not be waived or considered a minor informality or irregularity.

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 Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of Proposals 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 Purchasing Division.

A.3.3. It is the Bidder's responsibility to check the DEQ website Purchasing section frequently for any possible amendments that may be issued. The Purchasing Division 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 DEQ Purchasing Division 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. WITHDRAWAL:

Proposals may only be withdrawn by written notice prior to the date and time set for the opening of Proposals. No Bid may be withdrawn after the deadline for submission.

A.6. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

By submitting a response to this solicitation:

A.6.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.6.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;

A.6.1.2. 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.6.1.3. 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.6.1.4. 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.6.2. 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.7. BID OPENING

Sealed Proposals shall be opened by the DEQ Purchasing Division at 707 N. Robinson Ave., First Floor, Oklahoma City, Oklahoma, 73102 at the time and date specified on the Cover Page of the solicitation as Response Due Date and Time.

A.8. 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 Proposals. [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.9. BID DEADLINE / LATE PROPOSALS

Proposals received by the DEQ Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

The bid is due not later than the date and time listed on the Cover Page of this RFP. The deadline date may in some instances change during the solicitation issuance period. If any deadline date for submission changes, such change will be issued in a published Amendment to this solicitation prior to the deadline date indicated on the Cover Page of this solicitation. The Purchasing Division's time stamp will determine the official receipt time. Proposals will be accepted at any time during normal business hours, which are from 8:00 A.M. to 4:30 P.M. Central Time, Monday through Friday, except for legal holidays observed by the State of Oklahoma. Proposals received after the Bid Deadline will not be opened and will be returned to the Bidder unopened.

A.10. LEGAL CONTRACT

- A.10.1. Submitted Proposals are rendered as a legal offer and any bid, when accepted by the DEQ Purchasing Division, shall constitute a contract.
- A.10.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
- A.10.3. Purchase order, as amended by Change Order (if applicable);
- A.10.4. Solicitation, as amended (if applicable); and
- A.10.5. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.10.6. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.11. PRICING

- A.11.1. Proposals shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.11.2. Bidders guarantee unit prices to be correct.
- A.11.3. 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.12. 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 Proposals 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. Proposals that do not comply with these requirements are subject to rejection.

A.13. CLARIFICATION OF SOLICITATION

- A.13.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the DEQ Purchasing Representative specified on the Cover Page of the solicitation.
- A.13.2. 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.13.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the Agency prior to the Pre-Bid Question Deadline date listed on the Cover Page.

A.14. REJECTION OF PROPOSAL

The State reserves the right to reject any Proposals 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 Proposals are listed in OAC 580:16-7-32.

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 or designee who signs the contract. The contract may be modified only through a written Contract Modification. Any modification or amendments to the Contract must be in writing, agreed to by both parties, and approved by the awarding state agency.

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 Agency Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. ASSIGNMENT

A.17.1. Contractor understands and agrees that the services required under the Contract cannot be assigned or transferred without the appropriate division administrator or designee's written authorization.

A.18. SUBCONTRACTING

A.18.1. Contractor must notify the appropriate division administrator or designee in writing of any subcontracting, in whole or in part, of services required under the Contract at least 30 calendar days prior to the effective date of the subcontract. Contractor shall supply DEQ with a copy of any subcontract issued at time of notification. The terms of the Contract shall be included in any subcontract. Subcontracts shall provide that DEQ shall have authority to directly monitor the subcontractor's compliance with the terms of the subcontracts.

A.18.2. The existence of a subcontract shall not relieve Contractor of any responsibility for performing the Contract.

A.19. SUBCONTRACT MODIFICATION

Any change to a contractor's subcontract shall be treated as a new subcontract and the above requirements of Part 16.2. "Subcontracting" apply.

A.20. DELIVERY, INSPECTION AND ACCEPTANCE

- A.20.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The Bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.20.2. 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 DEQ Purchasing Division.

A.21. INVOICING AND PAYMENT

- A.21.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.21.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.
- A.21.3. Pursuant to Title 62 of the Oklahoma State Statues, the State's payment terms are net 45 days from receipt of accurate invoice, which is subject to DEQ approval.
- A.21.4. Vendor FEI number must appear on all invoices. Purchase Order must appear on all invoices. If a service contract - invoice must state period of service.
- A.21.5. "Purchase Order Number must appear on all invoices. If vendor fails to provide purchase order number, it may result in the delayed payment of the invoice."
- A.21.6. Invoice shall be submitted:
Oklahoma Department of Environmental Quality
Financial and Human Resources Management
PO Box 1677
Oklahoma City, OK 73101-1677

A.22. DUPLICATE BILLING PROHIBITION

Contractor shall not bill DEQ for services required under the Contract for which the Contractor has already received or will receive compensation for the same services from DEQ or another source. Contractor may seek additional funding from another source to enhance the services for which DEQ is providing compensation.

A.23. TAX EXEMPTION

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

A.24. AUDIT AND RECORDS CLAUSE

A.24.1. 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.24.2. The successful Bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.25. MONITORING AND FINANCIAL COMPLIANCE REVIEW

A.25.1. DEQ, through any authorized representative, has the authority, at reasonable times, to inspect, investigate or otherwise evaluate the services performed under this Contract and financial transactions related thereto. Such inspections, investigation or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation or evaluation is conducted by DEQ, Contractor shall provide all reasonable assistance necessary. All inspections, investigations or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. DEQ shall have access to and the authority to examine and copy all records related to this Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by the Contractor. DEQ will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.

A.25.2. DEQ will complete a performance evaluation at the end of the contract period, evaluating the quality and appropriateness of the services provided, as required by 74 O.S. § 85.41B.

A.26. UNALLOWABLE COSTS

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

A.27. APPEAL

In the event any audit resolution, review, monitoring, or oversight results in the determination that DEQ has overpaid the Contractor for this or any previous contract, Contractor has a right to file a written appeal to the DEQ Executive Director. DEQ will consider the appeal before final action or reimbursement is sought by DEQ. Payments under the Contract will continue while the appeal is pending unless the contract is otherwise terminated.

A.28. 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.29. 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.30. 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.31. PRIOR UNMET CONTRACTUAL OBLIGATIONS

Under this Contract, DEQ has the authority to suspend payment to Contractor in the event the Contractor has not met its contractual obligations for submission of reports, schedules, audits or other documentation required by a prior year's contract. Such suspension of payments to the Contractor shall continue until such required documents are received by DEQ.

A.32. TERMINATION FOR CAUSE

A.32.1. The supplier may terminate the Contract for default or other just cause by giving thirty (30) days written request for termination and upon written approval from the DEQ Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.32.2. 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.32.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services rendered and accepted prior to the effective date of the contract termination.

A.33. TERMINATION FOR CONVENIENCE

A.33.1. The State may terminate the Contract, in whole or in part, for convenience if the Agency determines that termination is in the State's best interest. The Agency shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the Agency Executive Director or designee.

A.33.2. 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.34. TERMINATION/CONTRACT REDUCTION DUE TO LACK OF FUNDING

DEQ may terminate the Contract in the event that DEQ is not granted funding to pay for the services herein described or in the event that funding is lost due to either a reduction in the budget or a reallocation of budgeted funds. Reallocation of budgeted funds is at the sole discretion of DEQ. DEQ shall notify Contractor of any such termination, by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The effective date of termination shall be specified in the notice.

In the event DEQ experiences a budget reduction for any reason or experiences a revenue failure or reallocates funding at its discretion, DEQ may reduce the Contract. Notice of such reduction shall be sent in writing to the Contractor.

A.35. INSURANCE

The successful Bidder(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 OMES/Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.36. 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.37. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007

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

A.38. COMPLIANCE WITH APPLICABLE LAWS

A.38.1. 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.38.2. Contractor and any subcontractors shall comply with all applicable state and federal laws including any regulations and rules promulgated by any governmental authorities which are applicable to the Contract. Observance of and compliance with these requirements shall be the sole responsibility of Contractor, without reliance on or direction by DEQ.

A.39. DEBARMENT/SUSPENSION

In accordance with 31 U.S.C. §1352 (A)(1) AND Exec. Order No. 12549, 51 Fed. Reg. 6370 (Feb. 18, 1986) Contractor certifies that neither it nor its principals are presently or have in the last three (3) years been debarred, suspended, proposed for debarment, declared ineligible to participate in federal programs by any federal department or agency, or convicted of a fraud-related crime.

A.40. 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.

A.41. INDEMNITY

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

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

A.42. LIABILITY

The parties agree that each entity shall be responsible for its own negligence, if any, in the delivery of service pursuant to this contract. Neither party, by executing this Contract, assumes any liability for acts of omission or commission of the other.

A.43. SEVERABILITY

If any provision under this agreement 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 this agreement or its application that can be given effect without the invalid provision or application.

A.44. INTERPRETATION REMEDIES

In the event of any disagreement between Contractor and DEQ relating to the technical competence of the work and services being performed and its conformity to the requirements of this agreement, the decision of DEQ shall prevail.

B. SPECIAL PROVISIONS

B.1. INTRODUCTION

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.

B.2. PROJECT OVERVIEW:

Through this Request for Proposal (RFP), the State of Oklahoma Department of Environmental Quality hereby invites businesses that meet the qualifications set forth herein to submit Proposals to provide the Oklahoma Department of Environmental Quality (DEQ/Agency) services.

B.3. PURPOSE

The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified vendors to provide special event planning and logistical support for the Oklahoma Department of Environmental Quality's 2014 Brownfield Conference in Tulsa, Oklahoma either October or early November 2014. The one and a half day conference will be from 8 a.m. to 5 p.m. at a hotel or to be determined with an evening social event held from 5-8 pm on the evening of the first day of the conference.

B.4. ISSUING OFFICE

B.4.1. The Department of Environmental Quality Purchasing Division issues this RFP on behalf of the Oklahoma Department of Environmental Quality's Brownfield Section of the Land Protection Division. All contact regarding this RFP (unless notified otherwise), including vendor's response, is to be directed to the DEQ Contracting Officer.

B.4.2. Vendor shall make no attempt to contact DEQ employees regarding this solicitation prior to contract award. Failure to adhere to this requirement may result in disqualification.

B.4.3. Any contract resulting from this solicitation shall be administered and issued by the DEQ.

B.4.4. All notices required or permitted under the resulting contract or agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail.

B.5. MINIMUM QUALIFICATIONS

Bidders (specifically, the Business that will be contractually bound under the contract with the DEQ) will be deemed nonresponsible and rejected without any further evaluation if they as a Business do not meet the following qualifications: SAMPLES

B.5.1.1. The Bidder or its key personnel must have performed services similar to the scope and size of those required in this RFP for at least three (3) clients within the past ten (10) years.

B.6. PREFERRED QUALIFICATIONS

The Respondent may be evaluated higher for the Experience and/or Qualification evaluation factor, if they meet the minimum qualifications listed above and also have the preferred qualifications, listed below:

B.6.1.1. Certified Event Planner for this conference

- B.6.1.2. Experience staging green conferences, brownfield conferences or national environmental events

B.7. RESERVATION OF RIGHTS AND PREFERENCES

- B.7.1.1. DEQ reserves the right of creative control over the project and the right to reject any portion of or all materials produced that do not, in the sole discretion of DEQ, comply with its mission, goals or requirements.
- B.7.1.2. DEQ reserves the right to use vendor's suggestion(s), not use vendor's suggestion(s) or use other suggestions that may meet DEQ's goals. In any event vendor shall work with DEQ to produce a quality Brownfield Conference.

B.8. CHANGES TO KEY PERSONNEL AND SUBCONTRACTORS

- B.8.1. It is essential that the Contractor provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract.
- B.8.2. Contractor agrees that once assigned to work under the contract, key personnel and subcontractors shall not be removed or replaced without written notice to the DEQ.
- B.8.3. If key personnel and subcontractors are not available for work under the contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the DEQ, and shall, subject to the concurrence of the DEQ, replace such personnel with personnel of substantially equal ability and qualifications.

B.9. CONTRACT TERM

- B.9.1. The Contract shall commence upon issuance of the Notice of Award (Purchase Order) and continue through completion of the final project and payment of final invoices.
- B.9.2. The Contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the State Agency until so notified in writing of the approval of the contract. The authorized Agency representative is the only individual who can transmit that approval to the contractor.

B.10. CONTRACT AWARD

- B.10.1. The Contract shall commence upon issuance of the Notice of Award (Purchase Order) and continue through completion of the final project and payment of final invoices.

B.11. SUBMITAL REQUIREMENTS

- B.11.1. Vendors shall submit
- B.11.1.1. One (1) original signed and two (2) notarized copies of their complete Proposal;
 - B.11.1.2. Completed Pricing Form(s);
 - B.11.1.3. An original executed Non-Collusion Certification (Attached);
 - B.11.1.4. A list of three (3) references from jobs of similar size and scope;
 - B.11.1.5. At least three (3) samples of work from jobs of similar size and scope;
 - B.11.1.6. A letter detailing the organizational experience dealing with event planning, including the length of time they have provided the required services;

B.11.1.7. Any proposed agreements (e.g. licenses, maintenance agreements, etc.) that vendor or any third party expects to be signed, as part of a resulting contract to this RFP, must be included with its proposal response. If agreements are not included they will not become part of the resulting contract;

B.11.1.8. Conflict Disclosure – Include the name(s) of any employee or officer of the Florida State Courts System who owns, directly or indirectly, an interest of 5% or more in the firm. Also, include the name(s) of any employee, officer, or agent of the firm that has any conflict of interest associated with this project.

B.12. INSURANCE

B.12.1.1. The Successful Bidder shall submit certificates of Insurance for coverage showing 1) general liability, 2) workers' compensation and 3) automobile insurance. All policies shall maintain coverage not less than the lawful minimum limits covering vendor's activities, those activities of any and all sub-contractors, and those activities of anyone directly or indirectly employed by contractor or subcontractor or by anyone for whose acts any of them may be liable. All required coverage shall be maintained in full force and effect during the entire term of this Agreement.

B.12.1.2. Successful Bidder shall provide proof of required insurance within seven (7) calendar days of award of contract or prior to any work being performed on the contract, whichever is earlier.

B.13. CONFIDENTIALITY

B.13.1.1. Contractor recognizes that DEQ has and will have information, business models, and other proprietary information (collectively, "Information"), that is subject to confidentiality by virtue of statute or is a valuable, special and unique asset of DEQ requiring protection from improper disclosure. If such Information is disclosed, contractor agrees that contractor and their employees, agents or sub-contractors, will not at any time or in any manner, either directly or indirectly, use any Information for their own benefit, or divulge, disclose, or communicate in any manner, any Information to any third party, without prior written consent of the Executive Director of DEQ. Vendor and their employees, agents or sub-contractors will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this agreement.

B.13.1.2. The confidentiality provisions of this solicitation shall remain in full force and effect after the termination of the agreement.

B.14. INSPECTION, EVALUATION & MODIFICATION – REIMBURSEMENT FOR UNACCEPTABLE DELIVERABLES

The contractor is responsible for the performance of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the Project Coordinator or designee. DEQ may employ all reasonable means to ensure the work is satisfactory and being performed in compliance with the contract. Should the Project Coordinator determine that corrections or modifications are necessary in order to accomplish its intent; the project coordinator may direct the Contractor to make such changes.

Substantial failure of the Contractor to perform the contract may cause DEQ to terminate the contract (in whole or in part). In this event, DEQ may require the Contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

C. SCOPE OF SERVICE

C.1. SCOPE OF WORK:

C.1.1. GENERAL INFORMATION

C.1.1.1. The DEQ is hosting the 2014 Oklahoma Brownfield Conference for government and private sector entities involved in the current and possible future redevelopment projects in the State of Oklahoma. All bids must meet DEQ's budgetary needs.

The awarded successful Bidder will be responsible for special event planning to include creative concepts for a "green" conference, specified marketing/promotional material, conference room(s) set up and exhibit booth area, coordination of audio/visual/electronic/computer equipment and operations personnel, production of event, catering, and all other tasks and activities normally associated with a major conference, such as online and onsite registration, event staffing, and conference finance. Attendance is anticipated to be approximately 250 plus the conference exhibitors.

C.1.1.2. The successful Bidder (Contractor) must provide all labor, material, supplies, equipment, and software, etc. for the necessary to complete the services required, and must be included in the bid price and will not be allowed to be billed separately.

C.1.2. GENERAL CONTRACTOR RESPONSIBILITIES

The vendor is required to be on-site at the conference to coordinate set up and to ensure the event runs smoothly. Interested bidders should provide a proposed scope of services and a timeline, with any necessary caveats or limitations based upon the anticipated tasks listed below.

C.1.3. UNAUTHORIZED OBLIGATION:

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

C.1.4. PRICING

Cost estimates must be listed in the format of the Estimated Cost of Services table attached to this RFP. All subtotals and one final grand total must be included in the table. The vendor will be responsible for logistical elements of all group movements including safety concerns, ADA compliances, timing requirements, service level, and financial considerations.

C.1.5. DEVELOPMENT OF INTELLECTUAL PROPERTY:

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

C.1.6. PRE-CONFERENCE ACTIVITIES

C.1.6.1. Planning Efforts and Collaboration

C.1.6.1.1. Attend monthly conference planning meetings at DEQ offices or other designated locations.

C.1.6.1.2. Provide management reports periodically to track pre-conference activities and progress.

C.1.6.1.3. Periodically revise all documents as requested.

C.1.6.1.4. Secure contract with hotel, museums and/or event center for conference rooms, hotel rooms for participants, and food-beverage services. (DEQ prefers that the hotel provide a conference government lodging rate and it should be noted that food and beverage costs will be paid for by conference registration fees and sponsorship revenue)

C.1.6.1.5. Negotiate with keynote speakers concerning their fees, contract, and other arrangements.

C.1.7. **BRANDING AND MARKETING**

C.1.7.1. Delineate concepts for environmentally friendly conference registration, printing, and use of the conference venue.

C.1.7.2. Prepare and distribute the following promotional materials: email blasts, sponsor & exhibitor packets (exhibitors receive after they fill out the exhibitor prospectus), conference signage, conference program with sponsorship advertisements, exhibitor signature cards (used for door prizes). **Cost estimates should not be provided for the following items:** creation of custom conference logo, save the date postcards, exhibitor/sponsor prospectus, and conference attendee certificates. DEQ will use its in-house graphic design and printing/mail house services to create the items listed in the previous sentence.

C.1.7.3. Coordinate logo requests and conference ads with sponsors and exhibitors for Virtual Tradeshow (online description of exhibitors highlighting their businesses and services) and other promotional materials.

C.1.7.4. Work with the Convention & Visitors Bureau, as necessary.

C.1.8. **PRE-CONFERENCE ADMINISTRATIVE ACTIVITIES**

C.1.8.1. Create and host a secure conference registration website.

C.1.8.2. Create a FTP site (File Transfer Protocol). Prepare request for bios, photos, other documents and presentation materials from speakers, follow up and obtain requested information in a timely manner and post on E-Tools of the Brownfields Conference website.

C.1.8.3. Close online registration and prepare for on-site registration from walk-ins, collect all registration fees and purchase orders from registrants, and prepare invoices for purchase orders.

C.1.8.4. Manage all conference revenue and pay all vendors in a timely matter.

C.1.8.5. Prepare name badges and attendee packets.

C.1.8.6. Ensure that speakers' presentation materials are downloaded in advance onto computers for each session and ensure that PowerPoint presentations are in the right order and session.

C.1.8.7. Assist in purchase, wrapping and distribution of gifts for speakers in general sessions.

C.1.8.8. Provide exhibit floor plan and direct setup for the Brownfields Conference.

C.1.8.9. Create and provide Run of Show and Scripts, initial introductory music and visual repertoire to begin program and pre-recorded introductions.

C.1.9. **LOGISTICS AND CONFERENCE SET-UP**

C.1.9.1. Provide appropriate decorations, for tables, stage, breakout rooms and welcoming table.

C.1.9.2. Provide enough round tables for the opening session and luncheon for approximately 225 people.

C.1.9.3. Ensure there are enough chairs and tables to seat a maximum of 200 people in breakout sessions.

C.1.9.4. Provide tablecloths and draping for tables, estimated that will be used as exhibit booths.

C.1.9.5. Coordinate the setup of all audio visual equipment needed for the conference. DEQ prefers to use the conference venue's audio-visual equipment and services. Please note that audio-visual equipment and labor will be paid for by conference registration fees and sponsorship revenue.

C.1.9.6. Ensure that there are adequate tables, chairs and microphones for speakers in the general session and breakout sessions.

C.1.9.7. Coordinate conference catering services. **Please note that food and beverage costs will be paid for by conference registration fees and sponsorship revenue.**

C.1.9.8. Create and prepare cards for exhibitor signature for drawing of door prize for participants.

C.1.10. CONFERENCE ACTIVITIES

- C.1.10.1. Provide logistical support for conference (e.g. shipping, coordination with hotel staff/exhibitors during event, onsite registration process, audiovisual/electronic/computer coordination and assistance, introductory music, and food and beverage set-up)
- C.1.10.2. Ensure that food and beverage needed for the conference (two continental breakfasts, two mid-morning snacks, two luncheons, one mid-afternoon snack, and evening social) is provided and replenished by hotel, as necessary. Please note that food and beverage costs will be paid for by conference registration fees and sponsorship revenue.
- C.1.10.3. Ensure that the keynote speaker in the general session is filmed, as well as any other high profile general session speakers (i.e. governor or other political figures)

C.1.11. POST-CONFERENCE ACTIVITIES

- C.1.11.1. Reconcile finances and pay all outstanding invoices.
- C.1.11.2. Tabulate results of online evaluation forms and compile results for DEQ.
- C.1.11.3. Prepare follow up materials for speakers and sponsors.
- C.1.11.4. Prepare final registration list.
- C.1.11.5. De-brief with DEQ staff.
- C.1.11.6. Post 2012 conference materials and resources (session presentation, documents, etc.) to the conference website.

C.1.12. TRAVEL/EXPENSES

- C.1.12.1. Travel expenses incurred are at the sole expense of the Contractor and shall be included as part of the total overall costs bid in the RFP.
- C.1.12.2. The price proposed by the Contractor shall include all delivery and, if applicable, mailing charges. Only DEQ requested emergency courier or express charges may be reimbursed to the Contractor, if such are requested by authorized DEQ personnel. The Contractor must document expenses by providing receipts.

C.1.13. CONFIDENTIALITY

Contractor recognizes that DEQ has and will have information, business models, and other proprietary information (collectively, "Information") which are subject to confidentiality by virtue of statute or are valuable, special and unique assets of DEQ and need to be protected from improper disclosure. In consideration for the disclosure of the Information, Contractor agrees that Contractor, any employees of Contractor, or any agents of Contractor will not at any time or in any manner, either directly or indirectly, use any Information for Contractor's own benefit, or divulge, disclose, or communicate in any manner any Information to any third party. With the prior written consent of the DEQ Executive Director, such information may be released to authorized third parties. Contractor will protect the Information and treat it as strictly confidential. A violation of this paragraph shall be a material violation of this Agreement.

D. EVALUATIONS

D.1. EVALUATION CRITERIA:

D.1.1. All proposals timely received will be evaluated by an Evaluation Committee comprised, at a minimum, of three (3) DEQ representatives. All proposals will first be evaluated for responsiveness, then responsibility. The resulting contract will be awarded based on the Best Value Process. All responsive and responsible proposals will be evaluated on the following criteria, which are listed in descending order of importance:

- D.1.1.1. Proposed Fees
- D.1.1.2. Experience and Qualifications – including “Green” Conference and event planning
- D.1.1.3. Turn Key Operations – including, but not necessarily limited to, staffing levels, availability of equipment (audiovisual, etc.), materials owned and accessible to the Bidder, etc.
- D.1.1.4. Event Planner Certification

In addition, the Evaluation Committee also may consider the past performance of the Bidder on other contracts with the DEQ or other entities. The DEQ reserves the right to make such additional investigations as it deems necessary and may require the submission of additional information.

E. INSTRUCTIONS TO SUPPLIER

E.1. PRE-BID INFORMATION AND QUESTIONS:

Bidders are advised to review this document in its entirety and to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the DEQ. **THE DEQ IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** If a Bidder finds a discrepancy, error, or omission in the RFP document, the Bidder is requested to promptly notify the Procurement Contact noted on the Cover Page of this RFP, so that written clarification may be sent to all prospective Bidders. All questions must be submitted in writing by the Pre-Bid Question Deadline. No contact with other DEQ employees, officers or Board members regarding this document is permitted.

E.2. RFP MODIFICATIONS/ADDENDA:

Clarifications or modifications may be made to this solicitation at the discretion of the DEQ. Any and all Addenda issued by the DEQ will be posted as noted on the Cover Page of this RFP. It is the responsibility of the Bidder to obtain any issued Addenda and to acknowledge the Addenda on the Bid Form. If any changes are made to this solicitation document by any party other than the DEQ, the original document in the DEQ's files takes precedence.

E.3. EXCEPTIONS:

Bidder shall clearly identify any proposed deviations from the language in the Request for Proposals (including its Terms and Conditions). Each exception must be clearly defined and referenced to the proper paragraph in this RFP or its Terms and Conditions. The exception shall include, at a minimum, the Bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. In the absence of such noted exceptions, the DEQ will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Proposals not meeting all requirements may be rejected. Proposals taking exception to material terms and conditions (i.e., indemnification, subrogation, insurance, ownership of documents, governmental requirements) will not be considered. The DEQ reserves the right to accept or to allow the Bidder to withdraw any or all exceptions.

E.4. CANCELLATION OF RFP

The DEQ reserves the right to cancel this solicitation, in whole or in part, as well as reject any or all Proposals, or to accept or reject any bid in part, and to waive any minor informality or irregularity in Proposals received if it is determined by the agency that the best interest of the DEQ will be served by so

doing. If the solicitation is cancelled or all Proposals are rejected by the DEQ, a notice will be posted on the DEQ website.

E.5. BID SIGNATURES:

Proposals must be signed in ink by an authorized official of the Bidder

E.6. NO RFP RESPONSE:

Bidders who receive this RFP, but who do not submit a bid should return the Cover Page of the RFP, indicating "No Proposal". Please state a brief reason(s) for not responding.

F. CHECKLIST

None

G. OTHER

G.1. Responding Bidder Information Form

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

1. RE: Solicitation # _____

2. Bidder General Information:

FEI / SSN: _____ VEN ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

___ YES – Permit #: _____ ___ NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

YES - Filing Number: _____

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

6. Workers' Compensation Insurance Coverage:

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

___ YES – include a certificate of insurance with the bid

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

Authorized Signature Date

Printed Name Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html

G.2. Verification of Minimum Qualifications Form

Failure to complete this form or provide the required information for verification of minimum qualifications will result in your Bid being deemed nonresponsive and rejected without further evaluation.

Note Each Bidder must submit information that substantiates how they meet each of the minimum qualifications listed in this RFP.

Attach a letter documenting the Bidder(s) meet the minimum qualifications in the RFP.

REFERENCES (Complete or attach separate sheet)

Verification: Provide references contact information or documentation that show you (or your subcontractor) meet the minimum qualification.

Company (that performed work): _____

Client Name: _____ Title: _____

Client Contact: _____

Phone Number: _____ Contract Start/End Dates: _____

Company (that performed work): _____

Client Name: _____ Title: _____

Client Contact: _____

Phone Number: _____ Contract Start/End Dates: _____

Company (that performed work): _____

Client Name: _____ Title: _____

Client Contact: _____

Phone Number: _____ Contract Start/End Dates: _____

H. PRICE AND COST

Failure to complete this form and submit with your Bid shall result in your Bid being deemed nonresponsive and rejected without any further evaluation.

PRICING: The price bid shall be all inclusive which means that all related expenses, including labor, travel, mileage, deliverables, tools, materials, equipment, supplies, etc. shall be factored into the project prices below.

Review the Scope of Work and provide and complete the enclosed Price Form(s) for the services required. Cost estimates must be provided in the format provided below (Estimated Cost of Services Table). All subtotals and Total Bid Price must be included on the Price Form. Include any additional related fees which the vendor may bill. Any fees not listed will not be allowed.

If there is a question with the Pricing Form(s) please contact the Buyer listed on the Cover Page of this RFP, prior to the Question Submittal Deadline.

Estimated Cost of Services Table

2.1	Pre-Conference Activities	
2.1.1	<u>Planning Efforts & Collaboration</u>	
	a) Attend monthly conference planning meetings	
	b) Provide management reports periodically to track pre-conference activities & progress	
	c) Periodically revise all documents as requested	
	d) Secure contract with hotel for conference rooms, hotel rooms for participants, and food-beverage services	
	e) Negotiate with keynote speakers concerning their fees, contract, and other arrangements.	
	*** Please note that food & beverage and audio-visual costs will be paid for by conference registration fees and sponsorship revenue. ***	
	Subtotal:	_____
2.1.2	<u>Branding and Marketing</u>	
	a) Delineate concepts for environmentally friendly conference registration, printing, and use of the conference venue.	
	b) Prepare and distribute email blasts, sponsor & exhibitor packets (exhibitors receive after they fill out the exhibitor prospectus), conference signage, conference program with sponsorship advertisements, exhibitor signature cards (used for door prizes)	
	c) Coordinate logo requests and conference ads with sponsors and exhibitors for Virtual Tradeshow and other promotional materials	
	d) Work with the respective Convention & Visitor's Bureau as necessary	
	Subtotal:	_____

H.1. PRICING FORM(S)

2.1.3

Pre-Conference Administrative Activities

- a) Create and host a secure conference registration website
- b) Create a FTP site (File Transfer Protocol). Prepare request for bios, photos, other documents and presentation materials from speakers, follow up and obtain requested information in a timely manner, and post on E-Tools of the Brownfields Conference website
- c) Close online registration and prepare for on-site registration from walk-ins, collect all registration fees and purchase orders from registrants, and prepare invoices for purchase orders.
- d) Manage all conference revenue and pay all vendors in a timely matter
- e) Prepare name badges and attendee packets
- f) Ensure that speakers' presentation materials are downloaded in advance onto computers for each session and ensure that PowerPoint presentations are in the right order and session
- g) Assist in purchase, wrapping and distribution of gifts for speakers in general sessions
- h) Provide exhibit floor plan and direct setup for the Brownfields Conference
- i) Create and provide Run of Show and Scripts, initial introductory music and visual repertoire to begin program and pre-recorded introductions
- j) Create and prepare cards for exhibitor signature for drawing of door prize for participants

Subtotal: _____

2.1.4

Logistics & Conference Set-Up

- a) Provide appropriate decorations, for tables, stage, breakout rooms and welcoming table
- b) Provide enough round tables for the opening session and luncheon for 225 – 250 people
- c) Ensure there are enough chairs and tables to seat a maximum of 200 people in breakout sessions
- d) Provide tablecloths and draping for tables, estimated that will be used as exhibit booths
- e) Coordinate the setup of all audio visual equipment needed for the conference
- f) Ensure that there are adequate tables, chairs and microphones for speakers in the general session and breakout sessions
- g) Coordinate conference catering services

***** Please note that food & beverage and audio-visual costs will be paid for by conference registration fees and sponsorship revenue. *****

Subtotal: _____

PRICING FORM(S) Continued

2.2 Conference Activities

- a) Provide logistical support for conference (e.g. shipping, coordination with hotel staff/exhibitors during event, onsite registration process, audiovisual/electronic/computer coordination and assistance, introductory music, and food and beverage set-up)
- b) Ensure that food and beverage needed for the conference (two continental breakfasts, two mid-morning snacks, two luncheons, one mid-afternoon snack, and evening social) is provided and replenished by hotel, as necessary.
- c) Ensure that the keynote speaker in the general session is filmed, as well as any other high profile general session speakers (i.e. governor or other political figures).

***** Please note that food & beverage and audio-visual costs will be paid for by conference registration fees and sponsorship revenue. *****

Subtotal: _____

2.3 Post-Conference Activities

- a) Reconcile finances and pay all outstanding invoices
- b) Tabulate results of online evaluation forms and compile results for DEQ
- c) Prepare follow up materials for speakers and sponsors
- d) Prepare final registration list
- e) De-brief with DEQ staff
- f) Post 2012 conference materials and resources (session presentation, documents, etc.) to the conference website

Subtotal: _____

GRAND TOTAL for Event Planning Services: _____

IV. Additional Fees for Services: Attach separate sheet if required

Service and Fee Description

Total Additional Fees _____

PROPOSAL FORM

Failure to submit a signature binding the offer with your Proposal shall result in your Proposal being deemed nonresponsive and rejected without any further evaluation.

OFFER

TO: DEPARTMENT OF ENVIRONMENTAL QUALITY:

A. The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Bid.

AMENDMENTS:

The undersigned has read, understands and is fully cognizant of the Information to Bidders, Offer and Form of Agreement, all Exhibits thereto, together with any written amendment issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following amendment(s): _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Bid Form, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the DEQ, for the term as stated herein, and to enter into an Agreement with the DEQ, in accordance with the Conditions, Scope and Terms, as well as the Form of Agreement, together with any written amendment as specified above.

COMPLIANCE:

B. By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable provisions of the State of Oklahoma Ethics Laws, and 2) if awarded a contract to provide the Construction, Goods or Services required in the RFP, the Bidder will comply with the State's Ethics Laws.

NONCOLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other business making any other Bid, or which otherwise would make a Bid.

BID PRICE:

The undersigned agrees to abide by the pricing contained on the Price and Cost Form.

No Proposal shall be accepted which has not been signed:

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name

Address (NO PO BOX ALLOWED)

City State Zip

Signature of Authorized Company Representative

E-mail: _____

Printed Name

Title

Date

Signature of DEQ Administrative Services Director

Date

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____