



**State of Oklahoma  
Oklahoma Department of  
Wildlife Conservation**

**Solicitation Cover Page**

1. Solicitation #: 082P

2. Solicitation Issue Date: 05/22/18

**3. Brief Description of Requirement:**

Printing production and mailing of ODWC's "Outdoor Oklahoma" Magazine.

Six (6) bi-monthly magazine issues beginning September/October 2018 – July/August 2019. Contract period will run from July 1, 2018 to June 30, 2019, with options to renew for two additional one year periods (3 years total)

Approximately 10,000 issues to be printed six times a year, with provisions for overruns.

A physical sample of previous work is required. Please see sections B-H at the end of the solicitation for additional details.

4. Response Due Date<sup>1</sup>: 06/05/18

Time: 4:00 PM CST/CDT

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

U.S. Postal Delivery Address: PO Box 53465

Oklahoma City, OK 73152

Common Carrier Delivery Address: 2100 NE 37<sup>th</sup> St

Oklahoma City, OK 73111

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

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

**7. Contracting Officer:**

Name: Paul Proctor

Phone: 405-522-5762

Email: paul.proctor@odwc.ok.gov

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

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



**State of Oklahoma  
Oklahoma Department of  
Wildlife Conservation**

**Responding Bidder  
Information**

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

1. **RE: Solicitation #** 082P

2. **Bidder General Information:**

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

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

3. **Bidder Contact Information:**

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

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

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

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

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

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

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

YES – Permit #: \_\_\_\_\_

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

5. **Registration with the Oklahoma Secretary of State:**

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

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

6. **Workers' Compensation Insurance Coverage:**

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

YES – Include with the bid a certificate of insurance.

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

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

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

**7. Disabled Veteran Business Enterprise Act**

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

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Title



**State of Oklahoma  
Oklahoma Department of  
Wildlife Conservation**

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

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

Agency Name: Oklahoma Department of Wildlife Conservation Agency Number: 320

Solicitation or Purchase Order #: 082P

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

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

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

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

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
Email

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

## **A. GENERAL PROVISIONS**

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

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

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

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

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

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

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the procuring agency.

- A.3.3. It is the bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

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

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

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

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
- A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Certified Procurement Officer located at 2145 NE 36<sup>th</sup> St.  
Oklahoma City, OK 73111 at the time and date specified in the solicitation as the Response Due Date and Time.

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

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

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

#### **A.8. Late Bids**

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

#### **A.9. Legal Contract**

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

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

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

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

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

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

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

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

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

- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

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

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

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

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

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

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

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

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

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

- A.18.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services. An invoice is considered proper if sent to the proper recipient and goods or services have been received.



- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

**A.19. Tax Exemption**

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

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

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

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

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

**A.22. Choice of Law**

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

**A.23. Choice of Venue**

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

**A.24. Termination for Cause**

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

**A.25. Termination for Convenience**

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the

contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

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

**A.26. Insurance**

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

**A.27. Employment Relationship**

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

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

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

**A.29. Compliance with Applicable Laws**

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

**A.30. Special Provisions**

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

# **TABLE OF CONTENTS**

- A GENERAL PROVISIONS
- B. SPECIAL PROVISIONS
- C. SOLICITATION SPECIFICATIONS
- D. EVALUATION
- E. INSTRUCTIONS TO SUPPLIER
- F. CHECKLIST
- G. OTHER
- H. PRICE AND COST

## **B. SPECIAL PROVISIONS**

### **B.1. PROJECT SCOPE**

**B.1.1.** The Oklahoma Department of Wildlife Conservation is seeking bids for the printing, mailing and optional advertising sales for Outdoor Oklahoma magazine.

**B.1.2.** Contract shall be for the printing of the Oklahoma Department of Wildlife Conservation's (hereinafter referred to as "the Department") bi-monthly magazine, Outdoor Oklahoma. Magazines are distributed statewide and nationwide to paying subscribers. Complimentary subscriptions are given to qualifying educational institutions and others.

**B.1.3.** The staff of the Department's Information and Education Division combines scientific and outdoor knowledge in producing Outdoor Oklahoma, which has been published since 1945 and has won national and state honors in the areas of journalism, color photography and editorial quality.

**B.1.4.** Objective of this contract is to produce a high-quality magazine for the lowest possible price.

### **B.2. CONTRACT TERM, RENEWAL AND EXTENSION OPTION**

**B.2.1.** The contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the state as if he/she were the Contractor until so notified in writing of the approval of the Contract.

**B.2.2.** All contracts with the State of Oklahoma are governed by the laws of Oklahoma. Venue for any action or claim shall be Oklahoma County, Oklahoma.

**B.2.3.** Payments for goods and services by a state agency shall be made only after products have been provided or services rendered.

**B.2.4.** Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause.

**B.2.5.** This contract is for an indefinite quantity and the State may, or may not, buy the quantity mentioned in this contract.

**B.2.6.** The Department has the option to review the contract annually and, based on performance, renew the contract for additional one-year periods, not to exceed two one-year renewals (three years total).

**B.2.7.** The Wildlife Department and/or vendor may cancel the contract at any time with 30 days' written notice.

## **C. SOLICITATION SPECIFICATIONS - MANDATORY CONTRACT REQUIREMENTS**

### **C.1. SCOPE OF CONTRACT**

**All bidders must include a high quality, physical printing sample of a project/publication of similar size and scope (40-60 pages) along with their bid. Failure to do so will result in a "0" score in this category upon evaluation.**

Production of Outdoor Oklahoma magazine to include:

**C.1.1.** Providing the Department with advertising proofs well in advance of production deadlines, if applicable to contract.

**C.1.2.** Receipt of completed design files from design firm.

**C.1.3.** Providing the Department with match-print proofs.

**C.1.4.** Receipt of page layouts in postscript files on disk and/or electronically if necessary.

**C.1.5.** Output digital layout to digital plating device using computer-to-plate technology.

**C.1.6.** Providing all paper used in printing.

**C.1.7.** Press work.

**C.1.8.** UV coating or other cover laminating.

**C.1.9.** Folding.

**C.1.10.** Stitching.

**C.1.11.** Trimming.

**C.1.12.** Mailing, to include sorting, bagging if requested, tagging and delivery to post office with all necessary paperwork. Names, addresses, and occasional messages to be applied for the main run by jet imaging using a standard record layout Attachment provided by the fulfillment bureau (currently CDS Global). Printer must provide an option to handle supplemental labels on a biweekly basis and an option to handle the postage sorting at the lowest possible rate for the above main run and/or supplemental overrun copies or pullout sections.

### **C.2. ADDITIONAL REQUIREMENTS AND INFORMATION**

**C.2.1.** Production must be computer-to-plate.

**C.2.2.** Average base issue press runs will be 9,500 per issue but could vary slightly based on agency need. In addition to the base production of magazine (52-page issues six times each year), the Department may require printing of a single-issue overrun (approximately one time per year) on a run-at-the-same-time basis. Please provide a per-thousand rate to accommodate increase in quantity of single issue, which is not expected to exceed 10,000 copies. Also, there may be occasional 16-page overruns which consist of 1-16-page press form printed to quantity ordered, stitched separately from the magazine, and carton-packed. Please provide price for 1,000 copies and an additional per-thousand rate.

**C.2.3.** Press runs shall be approved by either a Department representative or a customer service rep from the printing firm.

**C.2.4.** Contractor shall adhere to production and shipping schedules.

**C.2.5.** ODWC's Art Director will provide magazine files to contractor's FTP site.

**C.2.6.** Due to high quality standards of this publication, editors must be permitted to work directly with the craftsmen (customer service rep, desktop publishers, color technician, pressmen, etc.) who produce the magazine.

**C.2.7.** Editors must be permitted to reject any phase of production if the quality is unsatisfactory. In such an event, work will be redone at the contractor's expense. A Department-supplied magazine will be used as criteria for quality control.

**C.2.8.** Editors must be permitted to approve color and proofs before completion of jobs.

### **C.3. PROOFS**

**C.3.1.** The winning bidder is required to provide a blue line proof and/or a composite color proof or equivalent proofing document for the Department's final approval.

**C.3.2.** Winning bidder must provide the following proofs during the production process:

**C.3.2.1.** Corrected match-print proofs until approved by the Department.

**C.3.2.2.** Press sheets of combined four-color work during the press run until approved by the Department, only upon request.

**C.3.3.** Winning bidder must be able to provide the Department with match-print proofs of each issue within 10 days after delivery of the build files and must accept "last minute" revised pages from the art director even after receiving initial submission of build files from the ODWC Art Director.

### **C.4. PAPER STOCK**

**C.4.1.** Recycled paper (at least 10 percent post-consumer products or current standard) is required.

**C.4.2.** Cover stock to be 100-pound -- Book gloss sterling or equivalent.

**C.4.3.** Inside stock to be 50-pound -- Citation or equivalent.

### **C.5. BINDING**

**C.5.1.** Each magazine to be saddle-stitched, three-wire, trimmed flush on three sides to final dimensions after stitching.

**C.5.2.** Cover to be scored before being folded.

**C.5.3.** In-line inkjet technology available on saddle stitching equipment.

### **C.6. CROSSOVER**

**C.6.1.** Must be precisely aligned within 1/32 of an inch both vertically and horizontally (average of 12 per issue).

### **C.7. SHIPPING & FREIGHT**

**C.7.1.** The cost of shipping specified number of copies of completed magazines to the Department as well as 25 copies to the Oklahoma Department of Libraries, up to 400 copies to specified field offices, plus 25 advance copies sent overnight to the Department, shall be included in the base bid.

**C.7.2.** All shipments of the completed magazines, production materials, etc. are FOB destination.

**C.7.3.** The winning bidder is responsible for arranging shipments and replacing any items not arriving in acceptable condition.

**C.7.4.** ODWC must receive 24 hours' notice prior to shipping un-mailed magazines.

**C.7.5.** Specified issues shall be shipped to the following

**C.7.5.1.** ODWC Jenks Office, P.O. Box 1201, Jenks, OK 74037-9998; 200 copies.

**C.7.5.2.** ODWC Central Office, P.O. Box 53465, Oklahoma City, OK 73152; 25 copies (overnight shipment).

**C.7.5.3.** ODWC Southeast Office, 6733 SW Hwy 1, Wilburton, OK 74578-7634; 25 copies.

**C.7.5.4.** ODWC Northwest Office, 3014 Lakeview Drive, Woodward, OK 73801; 25 copies.

**C.7.5.5.** ODWC Southwest Office, HC 32 Box 580, Lawton, OK 73501-9037; 25 copies.

**C.7.5.6.** ODWC Northeast Office, Rt. 1 Box 75-B, Porter, OK 74454-9801; 25 copies.

**C.7.5.7.** Oklahoma Department of Libraries, 25 copies.

**C.7.5.8.** Current Art Director, 5 copies.

\*\* Addresses and numbers of copies may change or fluctuate within reason.

**C.7.6.** All remaining un-mailed magazines shall be shipped to the Oklahoma Department of Wildlife Conservation Warehouse, 601 N. Oklahoma, Oklahoma City, OK 73105, with at least 30 minutes' notice by telephone before shipment arrival. Warehouse address may change within term of contract with no appreciable mileage difference.

**C.7.7.** Completed issues will be sent to contractor by art director upon completion of layout and design, and contractor shall complete the contracted work including submitting proofs for approval and mail out within 10 business days.

## **C.8. MAILING**

**C.8.1.** Labeled, sorted and bagged magazines (according to USPS current standards) shall be delivered to post office within 48 hours of completion of final press runs.

**C.8.2.** The Department will furnish contractor with a complete print order, list of addresses for ink jet application to the magazine, and distribution list detailing quantity, name, address, and method of shipment desired for each destination.

**C.8.3.** Winning bidder shall use the standard record layout for addressing shown in the attachment and shall provide the postage sortation at the lowest possible rate.

## **C.9. PACKING**

**C.9.1.** Magazines not mailed shall be packed in cartons of at least 200-pound test, with each carton weighing not more than 30 pounds and clearly marked with contents and quantity.

## **C.10. SUBCONTRACTING**

**C.10.1.** Responding bidders must identify any potential subcontractors and indicate any intentions to subcontract any of the work included in this document. The winning bidder shall be responsible for all of subcontractor(s) performance.

**C.10.2.** If at any time during the duration of this contract the contractor changes subcontractors, the Department shall be notified and given the opportunity to approve or reject the new subcontractor.

## **C.11. TRIM SIZE, PAGES, COVER COATING, COLOR**

**C.11.1.** Trim Size: 8 1/8 x 10 7/8 inches.

**C.11.2.** Each issue consists of 48 pages plus separate covers.

**C.11.3.** Outside covers shall be laminated with plastic coating (ultraviolet-set) after printing.

**C.11.4.** Coating quality must meet Tabor test of at least 50 cycles.

**C.11.5.** Coloration should closely match original build files supplied by the Department through the contracted design firm, and contractor shall be willing to provide initial match-print proofs plus additional match-print proofs if color corrections are required.

**C.11.6.** Printing Press: a four-color web press or sheet-fed press if required.

**C.11.7.** Printer must be capable of printing issues at 200 fine line screen and include closed loop color technology automatic ribbon controls on print presses.

**C.11.8.** Lead pressmen should be certified with the Graphic Arts Technical Foundation.

**C.11.9.** Contractor must have a working knowledge of design software used by other contractors to create magazine.

## **C.12. ADVERTISING OPTIONS**

**C.12.1.** Details about any advertising options the vendor may provide are requested so as to reduce the cost of magazine production for the Department. Vendors without advertising options should specify that this option is not offered in their proposal.

**C.12.2.** Traditional advertising on the front or back outside covers will not be permitted; however, the Department may be open to negotiation for product placement within cover images. Ads will be permitted on inside front and back covers.

**C.12.3.** Advertising offsets should be reflected in proposals and must meet the following requirements:

**C.12.3.1.** Vendor may sell display advertising, determine ad rates, and collect and account for advertising revenue so as to offset costs associated with the production of the magazine and, therefore, offer a more attractive contract to the Department.

**C.12.3.2.** The vendor will design advertising content. All display ads must have approval for content and placement from the Department before printing. Ads for alcohol, tobacco or political candidates will not be allowed.

**C.12.3.3.** The Department reserves the right to reject ads that promote illegal or unethical behavior, ads that do not

positively portray outdoor recreation, and ads that contradict the Department's wildlife management objectives. The Department's Information and Education chief will have final authority to approve or reject any and all ads.

**C.12.3.4.** All advertising and/or marketing expenses will be borne by the vendor, including but not limited to, production of media packets, sales expenses, postage, telephone, fax services, advertisement production and labor.

**C.12.3.5.** Along with the vendor's invoice for the magazine, vendor must supply a final gross ad sales report to the Department upon request. The Department may require the vendor to provide additional records, including actual production costs, marketing costs, etc. All financial records, including ad sales reports, will not be made available to any third party without written permission from both the Department and the vendor.

## D. EVALUATION

### D.1. EVALUATION REQUIREMENTS

- D.1.1. All responses to this solicitation will be reviewed to determine the award based on the "best value" method. The State intends to award a contract pursuant to this solicitation to the responsive and responsible bid, whose bid, conforming to the solicitation, offers the best value.
- D.1.2. The "best value" will be determined by multiple ODWC evaluator(s) based on the scoring tool attached to the end of the solicitation. All ODWC evaluators will complete an individual scoring tool for each bid proposal being evaluated. Points are assigned to each evaluation criteria within the limits set forth in the scoring tool. While pricing/cost will be a main factor, quality of printing is also a criteria that bids will be evaluated on.
- D.1.3. **All bidders must include a high quality, physical printing sample of a project/publication of similar size and scope (40-60 pages) along with their bid.** This sample will be used as part of the evaluation as pertaining to "quality of printing". Failure to submit this sample will result in a "0" score for the corresponding category upon evaluation of the bid.
- D.1.4. The evaluation committee's overall responsibility is to provide a justifiable and defensible recommendation for award based upon how well each bid proposal meets the evaluation criteria stated in the scoring tool. Each bid proposal will be read in its entirety and scored upon appropriately. All scores, especially those of a subjective nature, will have a narrative explanation of the reasoning.
- D.1.5. All ODWC evaluators will sign a Conflict of Interest and Non-Disclosure Statement before receiving copies of the bid proposals. Evaluation committee members must reveal any potential conflict of interest with any bidder. Evaluation committee members having a conflict of interest with any bidder will not be allowed to evaluate any of the bid proposals.
- D.1.6. All information surrounding the bid evaluation will remain confidential to ensure integrity and fairness of the process. No details of the evaluation process, including but not limited to number of bid proposals, identity of the bidders, proposal contents, cost, or score shall be discussed with anyone outside of the evaluation team during the evaluation and/or contract awarding process.

## E. INSTRUCTIONS TO SUPPLIER

### E.1. INTRODUCTION

Prospective contractors are urged to read this solicitation carefully. Failure to do so will be at the contractor's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, bids will be evaluated and any resulting contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The contractor is cautioned that the requirements of this solicitation can be altered only by written amendment and that verbal communications from whatever source are of no effect.

- E.1.1. **All bidders must include a high quality, physical printing sample of a project/publication of similar size and scope (40-60 pages) along with their bid.** This sample will be used as part of the evaluation as pertaining to "quality of printing". Failure to submit this sample will result in a "0" score for the corresponding category upon evaluation of the bid.
- E.1.2. All questions about this ITB must be directed IN WRITING by way of email to the Contracting Officer:

Paul Proctor, CPO

Email: [paul.proctor@odwc.ok.gov](mailto:paul.proctor@odwc.ok.gov)

All questions concerning this ITB must be submitted in writing by way of email to the Contracting Office no later than **Monday, June 4, 2018 by 12:00 PM CST**. No questions after deadline of questions submission will be accepted, reviewed or answered. No response other than written will be binding upon the state.

## **E.2. DISCLOSURE**

- E.2.1.** The State of Oklahoma is not liable for any costs incurred by Contractor in the preparation or submission of bid. All bids submitted become the property of the State of Oklahoma and shall not be returned.
- E.2.2.** All files submitted for printing will remain the property of the Department.
- E.2.3.** No invoices will be paid until after each issue has been produced.

## **E.3. SHIPPING**

- E.3.1.** All shipments of the completed magazines, production materials, etc. are FOB destination.
- E.3.2.** The winning bidder shall be responsible for arranging shipments and replacing any items not arriving in acceptable condition.
- E.3.3.** ODWC must receive 24 hours' notice prior to shipping un-mailed magazines.
- E.3.4.** Specified issues shall be shipped to the following\*\*:
  - E.3.4.1.** ODWC Jenks Office, P.O. Box 1201, Jenks, OK 74037-9998; 200 copies.
  - E.3.4.2.** ODWC Central Office, P.O. Box 53465, Oklahoma City, OK 73152; 25 copies (overnight shipment).
  - E.3.4.3.** ODWC Southeast Office, 6733 SW Hwy 1, Wilburton, OK 74578-7634; 25 copies.
  - E.3.4.4.** ODWC Northwest Office, 3014 Lakeview Drive, Woodward, OK 73801; 25 copies.
  - E.3.4.5.** ODWC Southwest Office, HC 32 Box 580, Lawton, OK 73501-9037; 25 copies.
  - E.3.4.6.** ODWC Northeast Office, Rt. 1 Box 75-B, Porter, OK 74454-9801; 25 copies.
  - E.3.4.7.** Oklahoma Department of Libraries, 25 copies.
  - E.3.4.8.** Current ODWC Art Director, 5 copies.
- E.3.5.** All remaining un-mailed magazines shall be shipped to the Oklahoma Department of Wildlife Conservation Warehouse, 601 N. Oklahoma, Oklahoma City, OK 73105, with at least 30 minutes' notice by telephone before shipment arrival. Warehouse address may change within term of contract with no appreciable mileage difference.
- E.3.6.** Completed issues will be sent to the winning bidder by art director upon completion of layout and design, and vendor shall complete the contracted work, including submitting proofs for approval and mail out, within 10 business days.

\*\* Addresses and numbers of copies may change or fluctuate within reason.

## **F. CHECKLIST**

Bidders may utilize this quick check list to verify that they have included all the required documents with their bids before submission.

- Responding Bidder Information Sheet
- Non-Collusion Certification
- Physical or Digital Sample of previous printing/publication project of similar size and scope (40-60 pages)
- Pricing Sheet
- Insurance Certificates, and/or exemption letters.\*\*

Note\*\* In some cases, vendors may be exempt from the Oklahoma Tax Permit, Oklahoma Secretary of State Registration, and the Workers' Compensation Insurance Certificate requirements. If vendors do not have this information and wish to claim exemption, they must submit a signed letter (or email from an authorized team member) detailing the exemptions they are claiming for each category.



## G. OTHER

### G.1. MANDATORY VENDOR REGISTRATION FOR CONTRACT AWARD

G.1.1. Vendors will not be required to register to submit a response to a solicitation but if a vendor is the highest scoring candidate and desires to conduct business with the State, they will be required to register with the Oklahoma Office of Management and Enterprise Services (OMES) prior to being awarded a contract. By registering with the State, suppliers will be automatically notified of bidding opportunities for the commodities for which they register. Vendors may register by visiting the Online Vendor Registration page at:

[https://www.ok.gov/DCS/Central\\_Purchasing/Vendor\\_Registration/index.html](https://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html)

## H. PRICE AND COST

Printing, Mailing and Shipping of Outdoor Oklahoma magazine and possible additional overruns. Please include shipping costs as part of production pricing

### FY 2019 Contract Year (July 2018 to June 2019)

#### A. BASE:

Production Price:

\$ \_\_\_\_\_ / 52-page issue                    x                    9,500 copies x 6 issues                    =                    **Extended Price: \$** \_\_\_\_\_

Additional per-thousand rate (full 52-page issue)                    =                    \$ \_\_\_\_\_

#### B. OVERRUN

16-page (Run At Same Time, stitched separately):

\$ \_\_\_\_\_ / 16-page overrun                    x                    1,000 copies                    =                    **Extended Price: \$** \_\_\_\_\_

Additional per-thousand rate (16-page overrun)                    =                    \$ \_\_\_\_\_

### FY 2020 Contract Year (July 2019 to June 2020)

#### A. BASE:

Production Price:

\$ \_\_\_\_\_ / 52-page issue                    x                    9,500 copies x 6 issues                    =                    **Extended Price: \$** \_\_\_\_\_

Additional per-thousand rate (full 52-page issue)                    =                    \$ \_\_\_\_\_

#### B. OVERRUN

16-page (Run At Same Time, stitched separately):

\$ \_\_\_\_\_ / 16-page overrun                    x                    1,000 copies                    =                    **Extended Price: \$** \_\_\_\_\_

Additional per-thousand rate (16-page overrun)                    =                    \$ \_\_\_\_\_

**FY 2021 Contract Year (July 2020 to June 2021)**

**A. BASE:**

Production Price:

\$ \_\_\_\_\_ / 52-page issue            x            9,500 copies x 6 issues    =            **Extended Price: \$** \_\_\_\_\_

Additional per-thousand rate (full 52-page issue)    =            \$ \_\_\_\_\_

**B. OVERRUN**

16-page (Run At Same Time, stitched separately):

\$ \_\_\_\_\_ / 16-page overrun            x            1,000 copies            =            **Extended Price: \$** \_\_\_\_\_

Additional per-thousand rate (16-page overrun)    =            \$ \_\_\_\_\_

**TOTAL BASE BID PRICE FOR ALL CONTRACT YEARS: \$** \_\_\_\_\_

**RFP EVALUATION FORM**

**RFP #:** 082P

For: Printing and Mailing of ODWC's Outdoor Oklahoma magazine

Name of Supplier: \_\_\_\_\_ Location (city, state): \_\_\_\_\_

Name of Evaluator: \_\_\_\_\_ Date Evaluated: \_\_\_\_\_

Total Number of Assigning Points: \_\_\_\_\_

**Summary of Evaluation Criteria, and Maximum Points**

(Vendor to provide one sample magazine of similar specs defined in this Request for Proposals.)

<b>Criterion #1: Printing Quality</b>	TOTAL	<b><u>30 points</u></b>
1.1 Registration (i.e. proper alignment of colors)		10 points
1.2 Sharpness of images and text (i.e. no slurring or soft edges)		5 points
1.3 Cleanliness (i.e. no hickies, bull's-eyes or mottling)		10 points
1.4 Vivid color reproduction (i.e. not too dark or muddy)		5 points
<b>Criterion #2: Price and Cost</b> (Printing, Mailing, Shipping of Outdoor Oklahoma magazine plus possible additional overruns)	TOTAL	<b><u>70 points</u></b>
2.1 Total for three contract years		70 points

**Scoring Tool:**

The lower the cost is, the higher the assigning points are.

Formula = [lowest cost/evaluated cost] x 70 (maximum points). All final values rounded down to 1 decimal.

***Example:***

Vendor A = \$20,000

Vendor B = \$75,000

Vendor C = \$50,000

*Using formula*

**Vendor A** = (20,000/20,000) = 1.0 X 70 = 70 points

**Vendor B** = (20,000/75,000) = .27 X 70 = 18.9 = 18.9 points

**Vendor C** = **8.572 Points** (20,000/50,000) = .4 X 70 = 28 points

**GRAND TOTAL: ALL CRITERIA**

**100 points**

## **RATING SHEETS**

**Instructions:** These rating sheets do not cover every possible combination of attributes or lack of them that a proposal may have, nor can they substitute for the evaluator's own judgment. When in doubt about which rating to assign for a given criterion, make your best assessment based upon the content in the proposal.

The evaluator must provide written narrative comments that support the evaluator's rating in the space provided after each criterion. The comments should be concise but must be sufficiently detailed to support your position. They also should include specific references (e.g., page or paragraph numbers) to proposal content, or lack of it, that supports your rating. If more space is needed, continue typing as the box is expandable. Comments must address all of the following:

- (1) How well the proposal, as submitted, meets the requirements for each criterion;
- (2) The strengths, weaknesses and deficiencies (see definitions below) that had a bearing upon the rating;
- (3) What would be required to remedy any deficiencies and significant weaknesses; and
- (4) The impact the deficiencies and any needed correction to them have on the quality of the supplier's proposal (e.g., the deficiencies are fatal errors that cannot be corrected; the weaknesses may be correctable through discussions and proposal revision).

### **Definitions:**

*Deficiency* is a material failure of a proposal to meet the requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

*Weakness* means a flaw in the proposal that increases the risk of unsuccessful contract performance.

A "significant weakness" in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

**#1: PRINTING QUALITY**

**D.1.1. Registration (i.e. proper alignment of colors)**

Maximum Points	Assigning Points
10	

Narrative statement supporting evaluator's rating is required. Box is expandable.

**D.1.2. Sharpness of images and text (i.e. no slurring or soft edges)**

Maximum Points	Assigning Points
5	

Narrative statement supporting evaluator's rating is required. Box is expandable.

**D.1.3. Cleanliness (i.e. no hickies, bull's-eyes or mottling)**

Maximum Points	Assigning Points
10	

Narrative statement supporting evaluator's rating is required. Box is expandable.

**D.1.4. Vivid color reproduction (i.e. not too dark or muddy)**

5 points

Maximum Points	Assigning Points
5	

Narrative statement supporting evaluator's rating is required. Box is expandable.

**#4: BUDGET AND COST**

**4.1 Price and Cost**

Maximum Points	Assigning Points
70	

Scoring Tool:

The lower the cost is, the higher the assigning points are.

Formula = [lowest cost/evaluated cost] x 70 (maximum points). All final values rounded down to 1 decimal.

