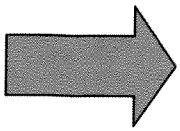
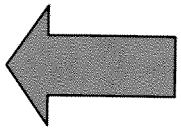
Oklahoma Health Care Authority Solicitation Request

RETURN SEALED BIDS TO:



Oklahoma Health Care Authority
Contracts Unit
4545 N. Lincoln Boulevard, Suite 124
Oklahoma City, OK 73105-3413



Solicitation Number 8070000504

Issue Date March 10, 2009 Closing Date April 3, 2009 at 5:00pm CDT

OHCA Contact:

Contracts Coordinator: Theresa S. Isenhour, BS, CPO
Phone: (405) 522-7264
Fax: (405) 530-3297
E-Mail Address: theresa.isenhour@okhca.org

General Bidder Information

FEI/SSN _____ PeopleSoft Vendor Number (if known) _____

Bidder's Name _____

Bidder's Contact Information

Bidder's Physical Address _____

City _____ State _____ Zip Code (include 4 digit add on) _____

Bidder's Contact Person and Title _____

Phone Number & Area Code _____ FAX Number & Area Code _____

E-mail Address _____ Website Address _____

1. Sealed bids must be received at the Oklahoma Health Care Authority (OHCA) Contracts Unit at 4545 N. Lincoln Boulevard, Suite 124, Oklahoma City, Oklahoma, 73105-3413 by 5:00 PM CST on the time and date shown on the State of Oklahoma Solicitation Request, "Closing Date" to be considered.
2. Bids and any bid amendments thereto shall be submitted in a single envelope, package or container and shall be sealed. The name and address of the Bidder (return address) shall be inserted in the upper left corner of the bid response envelope, package or container. BID NUMBER (REQUEST QUOTE ID), BID CLOSING DATE AND THE CONTRACTS COORDINATOR'S NAME MUST APPEAR ON THE FACE OF THE BID RESPONSE ENVELOPE, PACKAGE OR CONTAINER.
3. Bidder shall acknowledge receipt of any/all amendment(s) to bids by signing and returning the bid amendment(s). Amendment acknowledgement(s) may be submitted with the bid reply or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the bid number and opening date on the front of the envelope. OHCA Contracts Unit must receive the amendment acknowledgement(s) by the opening time and date specified for receipt of bids for bid to be deemed responsive. Failure to acknowledge bid amendments shall be grounds for rejection.
4. Bids received after the "Closing Date" time and date shall be deemed non-responsive and shall NOT be considered for any resultant award.
5. The following forms must be properly executed by an authorized person, signed in ink, and notarized, where required. These forms were included as separate files in the e-mail announcing the ITB. The first three forms may also be found on the Department of Central Services – Central Purchasing website at http://www.ok.gov/DCS/ under Central Purchasing followed by CP Forms. All four forms may also be obtained by contacting the Contracts Coordinator:
    a. Certification for Competitive Bid and Contract (DCS-Form-CP-004);
    b. Professional Services Contract Affidavit (DCS-Form-CP-021);
    c. Supplier Contract Affidavit (DCS-Form-CP-079); and
    d. Oklahoma Health Care Authority Solicitation Request
6. Submitted bids are rendered as a legal offer and any bid, when accepted by the Oklahoma Health Care Authority, shall constitute a firm contract.
7. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted on the approved form. All bids, quotations, and contracts shall be typewritten or written in ink. Any corrections to this instrument shall be initialed in ink.
8. Penciled bids shall NOT be accepted and shall be rejected as non-responsive. Penciled corrections shall NOT be accepted and shall be grounds for rejection as non-responsive.
9. Bidder guarantees unit prices to be correct.
10. Firm prices shall be F.O.B. Destination. The bidder shall prepay all packaging, handling, shipping and delivery charges, unless otherwise specified.
11. Purchases by the State of Oklahoma are not subject to any sales tax or Federal excise tax. Tax exemption certificates shall be furnished upon request.

12. In accordance with Title 74, Section 85.40 **ALL** travel expenses to be incurred by the vendor that are part of a service contract shall be included in the total bid price/contract amount.
13. All bids submitted shall be subject to Central Purchasing Act, Central Purchasing Rules, and other Statutory Regulations as applicable, these General and Special Conditions, bid specifications, and all other terms and conditions listed or attached herein all of which are made part of this invitation to bid.
14. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the bid and/or the resultant contract. All modifications to the bid/contract shall be made in writing by the Oklahoma Health Care Authority Contracts Unit.
15. The State reserves the right to reject any bid that does not comply with the requirements and specification of the bid. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the State.
16. Clarification pertaining to the contents of this bid shall be directed in writing to the Oklahoma Health Care Authority (OHCA) Contracts Coordinator shown on this State of Oklahoma Solicitation Request.
17. Contracts resulting from this bid may be awarded on an **ALL OR NONE** basis, by individual item or grouped items, whichever is deemed to be in the best interest of the State of Oklahoma. Contract awards will be made to the lowest and best bidder unless the bid specifies the best value criteria are being used. Contract award decisions are further subject to any additional terms and conditions contained in this bid.
18. Contractor shall be required to deliver merchandise as bid. The OHCA Contracts Coordinator shall approve any deviations or product/service changes in writing. Substitutions/changes made without the OHCA Contracts Coordinator's approval may be grounds for punitive remedies.
19. Oklahoma is energy Conservation State and we welcome any comments on your bid that would indicate energy savings.
20. Preference shall be given to suppliers of recycled paper products if the quality and grade requirements are met. Contract awards on recycled paper products will be made to the bidder whose paper product contains the greater percentage of recoverable waste paper if grade, quality and price are otherwise equal.
21. Bids on reproduction equipment must state their compatibility requirements as they relate to the use of recycled paper.
22. Manufacturers' Name and Approved Equivalents: Any manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidders may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the Bid Form the manufacturer's name and number. Bidder shall submit with their proposal, sketches, and descriptive literature, and/or complete specification. 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 which do not comply with these requirements are subject to rejection. Bids lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the bid form.

23. Audit and Records Clause. (a) 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 Sate, the successful bidder agrees any pertinent State or Federal agency will have the right to examine and audit all records Relevant to execution of the resultant contract. (b) The successful bidder is required to retain all records relative to this contract for the duration of the contract term and for a period of six years following completion and/or termination of the contract term. If an audit, litigation, or other action involving such records is started before the end of the six year period, the records are required to be maintained until informed in writing by the auditing, reviewing or investigating agency that the audit, review or investigation is complete.

INVITATION TO BID
GRAPHIC DESIGN SERVICES

SECTION 1. INVITATION TO BID (ITB) INTRODUCTION AND INSTRUCTIONS

1.0 ANNOUNCEMENT

The State of Oklahoma (State), by and through its designated SoonerCare agency, the Oklahoma Health Care Authority (OHCA), is issuing this ITB in order to obtain a Contractor to provide graphic design services related to the Living Choice Project (LCP). This entire document, the successful Bidder's response will become the contract.

1.1 POINT OF CONTACT

1.1.1 Inquires

This ITB is issued by the Oklahoma Health Care Authority (OHCA), and OHCA shall be the sole point of contact from the date of release of this ITB until the selection of the successful Contractor. OHCA may be contacted at the following address:

1.1.2 Agency Point of Contact

Oklahoma Health Care Authority
4545 N. Lincoln Blvd., Ste. 124
Oklahoma City, OK 73105
Attention: Theresa Isenhour, BS, CPO
Senior Contract Coordinator
Phone: (405) 522-7264
Fax: (405) 530-3297
Email: theresa.isenhour@okhca.org

1.2 ITB CLOSING DATE

Sealed proposals submitted in response to this ITB must be received at the OHCA no later than 5:00 p.m. (CST) on April 10, 2009 at the address referenced in section 1.1.2. Bidders shall submit one (1) original and three (3) copies of their proposal. Proposals should be sent via a method that ensures receipt at the OHCA by 5:00pm on the above stated date. Proposals received after the closing time and date will be deemed non-responsive and shall not be considered.

1.3 ITB GENERAL TERMS AND CONDITIONS

1.3.1 Submitted proposals are rendered as a legal offer and any proposal, when accepted by the State, shall constitute a firm contract.

1.3.2 Submitted proposals shall be in strict conformity with the Bidder instructions and the ITB Submission Requirements in 1.8.

1.3.3 Each Bidder may submit only one proposal. All proposals shall be typewritten. Any corrections shall be initialed in ink. Penciled bids or corrections shall not be accepted and shall be rejected as non-responsive.

1.3.4 The State reserves the right to reject any proposal that does not comply with the requirements and specifications of the ITB. A proposal shall be rejected when the Bidder imposes terms or conditions that would modify requirements of the ITB.

1.3.5 The State reserves the right to reject any or all proposals received if it is determined to be in the best interest of the State. The State reserves the right to withdraw or cancel the ITB at any time during the ITB process. Issuance of this ITB in no way obligates the State to award or issue a contract or to pay any costs incurred by any Bidder as a result of such a withdrawal.

1.3.6 Clarification pertaining to the contents of this ITB shall be directed to the Contracts Coordinator referenced in Section 1.1.2.

1.3.7 All costs incurred by Bidders for proposal preparation and participation in this ITB process will be the sole responsibility of the Bidders. The State will not reimburse any Bidder for any such costs.

1.3.8 All proposals submitted in response to this ITB become the property of the State and will not be returned. All material submitted by Bidders becomes the irrevocable and sole property of the State of Oklahoma. All proposals submitted and all information contained therein shall be subject to the Oklahoma Open Records Act, 51 Okla. Stat. §§24A.1 et seq. (1991). Proposals and the information contained in a proposal may only be deemed proprietary by the State Purchasing Director at the Department of Central Services – Central Purchasing Division in accordance with 74 Okla. Stat. §85.10. Bidders are cautioned that inclusion of a statement or statements regarding confidential or proprietary information is null and voice. Such statements may result in their response not being reviewed and considered for award.

1.4 PARTIES

OKLAHOMA HEALTH CARE AUTHORITY

1.4.1 OHCA is the single state agency designated by the Oklahoma Legislature to administer Oklahoma's Medicaid Program, known as SoonerCare.

1.4.2 OHCA has authority to enter into this contract pursuant to 63 Okla. Stat. §5006(A). OHCA's Chief Executive Officer has authority to execute this contract on OHCA's behalf pursuant to 63 Okla. Stat. § 5008(B).

CONTRACTOR

1.4.3 Contractor states that it has the experience and expertise to perform the services required under the contract.

1.4.4 Contractor has the authority to enter the resulting contract pursuant to its organizational documents, by laws, or property enacted resolution of its governing authority. The person executing the resulting contract for Contractor has authority to execute the resulting contract on Contractor's behalf pursuant to the Contractor's organizational documents, bylaws, or properly enacted resolution of Contractor's governing authority.

1.5 CONTRACT TERM

1.5.1 The contract shall begin on Date of Award and terminate on December 31, 2009.

1.5.2 It is understood and agreed to by the parties hereto that all obligations of OHCA, including the continuance of payments, are contingent upon the availability and continued appropriation of the State and Federal funds, and in no event shall OHCA be liable for any payments in excess of such available appropriated funds.

1.6 HISTORY OF PROGRAM

The Oklahoma LCP was created to promote community living for persons of all ages with disabilities or long-term illnesses and to implement systems changes to rebalance the long-term care system. With grant funding from the Centers for Medicare and Medicaid Services (CMS) under the Money Follows the Person Rebalancing Demonstration (MFP grant), the OHCA will facilitate the transition of 2,007 individuals of all ages with disabilities or long-term illnesses from institutional settings to their own homes in the community and rebalance Oklahoma's long-term care system,

1.7 MANDATORY BIDDER REQUIREMENTS

In order to be eligible to respond to this ITB Bidders shall have a minimum of three years experience in graphic design services for aging or disability populations.

1.8 ITB SUBMISSION REQUIREMENTS

In order to be considered responsive to this ITB, Bidders must answer Questions 1.8.1.1 and 1.8.1.2 using the ITB Response Forms shown in Appendix A and provided in a separate file entitled ITB Response Forms. The resumes and samples requested in Questions 1.8.1.3 and 1.8.1.4 should be included as Attachments. **Do not** submit or include items that are not specifically requested.

1.8.1 Chapter 1 Bidder's Agency Summary and Experience

1.8.1.1 History of the Bidder's organization from date established to present;

1.8.1.2 Provide the following information for two entities that the Bidder's organization has provided graphic design services to within the past two years:

- company name,
- full address,
- contact person (name, title and telephone),
- alternate contact person (name, title and telephone),
- beginning and ending date of contract,
- total dollar amount of contract, and
- description of services provided.

1.8.1.3 Submit the resumes for the primary individuals who will be assigned to this project after award, i.e. the project manager, or graphic designer.

1.8.1.4 Submit one sample of each of the following items created and produced by the Bidder's agency specific to graphic design services to aging or disability populations:

- Brochures
- Reference Guides/fact sheets

1.8.2 Chapter 2 Cost

Submit the following related to providing the services detailed in Section 2:

1.8.2.1 an hourly rate inclusive of all costs {salaries, travel, fringe benefits, telephone, mailing, production, and reproduction costs (for reproduction performed at or by the Contractor's organization), etc.}; and

1.8.2.2 estimated total number of hours required to provide the services detailed in this ITB.

1.9 ITB EVALUATION

1.9.1 The State of Oklahoma will conduct a comprehensive, fair, and impartial evaluation of proposal based on the "best value" criteria defined in the Oklahoma Central Purchasing Act, Title 74, Okla. Stat. §85, et seq.

1.9.2 Proposals shall be evaluated based on the following items listed in accordance of their importance:

- Chapter 1 - Bidder's Agency Summary and Experience
- Chapter 2 - Cost

SECTION 2 CONTRACTOR & OHCA DUTIES/SCOPE OF WORK

2.0 The Contractor shall:

2.0.1 Assist the OHCA in the development of graphic arts that promote both consistency in the design and message for all items related to the Living Choice project. The graphic arts created will be used in specific Living Choice outreach/public relations documents. The graphic arts required may include but are not limited to:

- Logos including the development of a LCP logo using the current project logo and the national MFP logo;
- Charts, maps, and/or diagrams;
- Illustrations, photographs, cartoons, backgrounds, texts, and/or drawings; and
- Other items deemed necessary by the Contractor in order to produce a product which is both visually appealing and easy to read and comprehend.

2.0.2 Purchase a scrolling banner exhibit display and design the banner. This scrolling banner display will be used at both conferences and meetings. The specifications for the scrolling banner will be provided by the OHCA to the awarded Contractor;

2.0.3 Design a two-page reference guide/fact sheet for the LCP;

2.0.4 Provide production and reproduction services related to all outreach and public relations materials. These materials may or may not include all or some of the following. There may be materials requested which are not included in the list below:

- Brochures/leaflets/flyers;
- Reference guides/Fact sheets;

2.0.5 Provide on CD (compact disc) all graphics developed by the Contractor. The resolution shall be 300 dpi (dots per square inch) or greater;

2.0.6 Ensure compliance with the applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance in accordance with 74 Okla. Stat., §85.7d and OAC 580:15-6-22. All web-based information developed as a deliverable under this contract shall comply with Section 4.3 of the Oklahoma Technology Accessibility Standards (Web-Based Information and Applications);

2.0.7 Provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application development/customization by means of either completing a Voluntary Product Accessibility Template (VPAT) or other comparable document. Any exceptions to Section 4.3 of the Oklahoma Information Technology Accessibility Standards shall be documented and approved by the OHCA. Additional information regarding the Oklahoma Information Technology Accessibility Standards may be found on the Office of State Finance website at http://www.ok.gov/OSF/index.html by clicking on *Information Services* on the left hand side of the screen followed by *Publications* on the right hand side of the screen and then selecting the *Information Technology Accessibility Standards* link.

2.0.8 Include the cost statement shown below on all documents and reports for public distribution and provide copies to the OHCA for submission to the Oklahoma State Publications Clearing House;

> *This publication, printed by (name of printing firm) is issued by the Oklahoma Health Care Authority as authorized by Mike Fogarty, CEO. (Number of) copies have been prepared and distributed at a cost of $_____. Copies have been deposited with the Publications Clearinghouse of the Oklahoma Department of Libraries.*

2.1 The OHCA shall:

2.1.1 Access other vendors and in-house resources for these same services for projects detailed in this ITB. The OHCA will make every effort to assure that when other vendors are used, all media efforts will be communicated and coordinated between and among the media vendors, the OHCA and other contractors or organizations as appropriate;

2.1.2 Assist the Contractor in complying with the Oklahoma Information Technology Accessibility Standards;

2.1.3 Assist the Contractor in determining which documents are for public distribution and therefore, require the cost statement shown in Item 2.0.8;

2.1.4 Submit all documents and records to the Publications Clearinghouse as required by Oklahoma Statute;

2.1.5 Convene collaborative planning teams to establish vision, goals and objectives;

2.1.6 Plan and facilitate meetings, review reports and provide the necessary feedback to the Contractor to assure contract compliance.

SECTION 3 CONTRACT GENERAL TERMS AND CONDITIONS

3.0 AMENDMENTS/MODIFICATIONS

The contract resulting from this ITB process contains all of the agreements of the parties and no verbal representations from either party that contradict the terms of the resulting contract are binding. Any amendments to the resulting contract must be in writing and signed by both parties.

3.1 ASSIGNMENT

Contractor shall not assign or transfer any rights or obligations under this contract without prior written consent of OHCA.

3.2 AUDIT AND INSPECTION

3.2.1 The Contractor shall keep records as are necessary to disclose fully the extent of service provided under this contract, and shall furnish records and information upon request to the OHCA, the State Auditor & Inspector (SA&I), Department of Central Services–Central Purchasing Division (DCS), the General Accounting Office (GAO), and the U.S. Secretary of the Department of Health and Human Services (hereinafter referred to as Secretary) for six years from the ending date of this contract. The Contractor shall not destroy or dispose of records, which are under audit, review or investigation when the six-year limitation is met. The Contractor shall maintain such records until informed in writing by the auditing, reviewing or investigation agency that the audit, review or investigation is complete.

3.2.2 Authorized representatives of OHCA, SA&I, DCS, GAO, and the Secretary shall have the right to make physical inspection of the Contractor and to examine records relating to financial statements or claims submitted by the Contractor under this contract and to audit the Contractor's financial records.

3.2.3 Pursuant to 74 Okla. Stat. §85.41, OHCA and the SA&I shall have the right to examine the Contractor's books, records, documents, accounting procedures, practices, or any other items relevant to this contract. The OHCA shall allow for the inspection of public records in accordance with the provisions of the Oklahoma Open Records Act.

3.3 CONFIDENTIALITY

3.3.1 Contractor agrees that SoonerCare member information is confidential and is not to be released to the general public under 42 USC. §1396a (7), 42 CFR §431:300-306 and 63 Okla Stat §5018 (Supp.1996). Contractor agrees not to release the information governed by these SoonerCare member requirements to any other state agency or public citizen without the approval of OHCA.

3.3.2 The Contractor agrees to comply with the Federal Privacy Regulations and the Federal Security Regulations as contained in 45 CFR §160-164 that are applicable to the Contractor as mandated by the Health Insurance and Portability and Accountability Act of 1996 (HIPAA).

3.4 CONFLICT OF INTEREST

Contractor certifies and agrees that it presently has no interest and shall not acquire any interest, either direct or indirect, which would conflict in any manner or degree with the performance of a contract resulting from this ITB.

3.5 CONTRACT COMPOSITION

3.5.1 This ITB and the awarded Bidder's proposal shall become the contract between the parties. The OHCA is responsible for rendering decisions in matters of interpretation of all terms and conditions.

3.5.2 The component parts of the contract between the State and the awarded Contractor(s) shall consist of:

3.5.2.1 This ITB and any amendments to the ITB;

3.5.2.2 ITB Questions and Answers, where applicable;

3.5.2.3 The Awarded Bidder's Proposal; and,

3.5.2.4 The Purchase Order issued by OHCA.

3.5.3 In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth in the ITB shall govern. In the event that an issue is addressed in the proposal that is not addressed in the ITB, no conflict in language shall be deemed to occur. However, the OHCA reserves the right to clarify, in writing, any contractual relationship with the concurrence of the Contractor(s), and such written clarification shall govern in case of conflict with the applicable requirements stated in the ITB. In all other matters not affected by the written clarifications, if any, the ITB shall govern.

3.6 DISPUTES

The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with the resulting contract. When a dispute arises between OHCA and the Contractor, both parties will attempt to resolve the dispute pursuant to Oklahoma Central Purchasing Act, 74 Okla. Stat § 85, et seq.

3.7 LAWS APPLICABLE

3.7.1 The parties to this contract acknowledge and expect that changes may occur over the term of this contract regarding the multiple federal and state statutes, regulations and guidelines that govern this contract. The parties shall be mutually bound by such changes.

3.7.2 The Contractor shall comply and certifies compliance by its signature on this contract with the following:

3.7.2.1 the Age Discrimination in Employment Act, 29 USC §621 et seq.;

3.7.2.2 the Rehabilitation Act, 29 USC §701 et seq.;

3.7.2.3 the Drug-Free Workplace Act, 41 USC §701 et seq.;

3.7.2.4 Title XIX of the Social Security Act (Medicaid), 42 USC §1396 et seq.;

3.7.2.5 the Civil Rights Act, 42 USC §1971 et seq.;

3.7.2.6 the Age Discrimination Act, 42 USC §6101 et seq.;

3.7.2.7 the Americans with Disabilities Act, 42 USC §12101 et seq.;

3.7.2.8 the Oklahoma Worker's Compensation Act, 85 Okla. Stat. §et seq;

3.7.2.9 the Fair Labor Standards Act, 29 USC §201 et seq;

3.7.2.10 the Equal Pay Act, Public Law 88-38;

3.7.2.11 the Vietnam Era Veterans Re-adjustment Act of 1974, Public Law 93-509;

3.7.2.12 31 USC §1352 and 45 CFR §93.100 et seq., which (1) prohibit use of federal funds paid under this contract to lobby Congress or any federal official to enhance or protect the monies paid under this contract and (2) require disclosures to be made if other monies are used for such lobbying;

3.7.2.13 Presidential Executive Orders 11246 and 11375, which together require certain federal contractors and subcontractors to institute affirmative action plans to ensure absence of discrimination for employment because of race, color, religion, sex, or national origin;

3.7.2.14 45 CFR §§76.105 and 76.110 concerning debarment, suspension and other responsibility matters;

3.7.2.15 74 Okla. Stat. §85.44(B) and (C) and 45 CFR §74.34 with regard to equipment (as defined by 45 CFR, Part 74) purchased with monies received from OHCA pursuant to this contract;

3.7.2.16 Health and Human Services (HHS) Grants Policy Statement as of September 2008 which may be found at http://www.hhs.gov/grantsnet/adminis/gpd/index.htm;

3.7.2.17 Uniform Administrative Requirements for Grants & Other Agreements with Institutions of Higher Education, Other Non-Profit Organizations, & Commercial Organizations 45 CFR Part 74;

3.7.2.18 Federal False Claims Act, 31 USC § 3729-3733; 31 USC § 3801.

3.7.3 The explicit inclusion of some statutory and regulatory duties in this contract shall not exclude other statutory or regulatory duties.

3.7.4 All questions pertaining to validity, interpretation and administration of this contract shall be determined in accordance with the laws of the State of Oklahoma, regardless of where any service is performed.

3.7.5 The venue for civil actions arising from this contract shall be Oklahoma County, Oklahoma. For the purpose of Federal jurisdiction, in any action in which the State of Oklahoma is a party, venue shall be United States District Court for the Western District of Oklahoma.

3.7.6 If any portion of this contract is found to be in violation of State or Federal Statutes, that portion shall be stricken from this contract and the remainder of the contract shall remain in full force and effect.

3.8 OWNERSHIP OF MATERIALS

Materials developed and/or produced by the Contractor for which the OHCA pays the Contractor are owned by the OHCA. This includes any proprietary rights or interests in the products, materials, intellectual properties developed, data, documentation, approaches, systems, programs, methodologies, or concepts developed, produced or provided in connection with the services provided under the contract. All such items, rights and/or interests shall belong exclusively to OHCA, unless specifically approved in writing by OHCA. All materials produced as a result of this contract become the sole property of the OHCA. This includes all digital design files and layouts, as well as all final artwork and files. This excludes any stock photography or commercial photography or artwork that may be subject to pre-determined usage fees or ownership/copyright matters. The Contractor agrees not to use the OHCA's names, trademarks, service marks, logos, images, or any data resulting from the contract as a part of any commercial advertising or proposal without the express prior written consent of the OHCA in each instance.

SECTION 4. PAYMENTS/REIMBURSEMENT

4.0 In consideration of satisfactory performance of the Duties of the Contractor enumerated in Section 2.0 of this ITB, the OHCA shall pay the Contractor in accordance with the hourly rate submitted during the ITB process upon receipt of an invoice, (i.e. 15 hours during a specified month X the submitted hourly rate = total amount of the invoice) plus reimbursement of any actual costs for the following two items **only**:

- Reproduction – costs associated with reproducing various items, (i.e. brochures and/or reference guides/fact sheets) when reproduction is performed at an organization other than the Contractor's organization;
- Scrolling banner display – this will include the actual cost for purchasing the scrolling banner display.

Payment shall be issued to Contractor upon completion of work, and not before. Payments under the contract resulting from this ITB process shall not exceed $24,000.00 for the period Date of Award through December 31, 2009.

4.1 Contractor shall submit a proper invoice for services rendered in order to receive payment. A proper invoice is one which contains, at a minimum, the following information: 1) Contractor name; 2) telephone number; 3) FEI or vendor number; 4) invoice number; 5) purchase order number (were applicable); 6) description of service(s); 7) date(s) of service; and, 8) amount(s) billed. Contractor shall maintain documentation of all billed charges and shall make such documentation available to OHCA upon request or as otherwise stated in this contract. Contractor shall submit invoices to the following address:

Oklahoma Health Care Authority
Division of Finance, General Accounting
P.O. Box 18299
Oklahoma City, OK 73154

4.2 OHCA shall have forty-five (45) days from the date that a proper invoice is received by OHCA to pay claims pursuant to the terms of this ITB. If OHCA fails to pay and invoice within that time, Contractor shall have right to interest upon the invoice amount consistent with 62 Okla. Stat. Section 41.4.

4.3 Contractor shall submit invoices within 30 days of the end of the month in which the services were provided. The final invoice shall be submitted no later than February 15, 2010. OHCA will not be held responsible for payment of invoices submitted in excess of this time limitation.

SECTION 5. TERMINATION

5.0 Either party may terminate for cause with a thirty (30) day written notice to the other party. Either party may terminate without cause with a sixty (60) day written notice to the other party.

5.1 In the event funding of the SoonerCare Program from State, Federal or other sources is withdrawn, reduced or limited in any way after the effective date of this contract and prior to the anticipated contract expiration date, this contract may be terminated or modified as needed immediately by the OHCA.

SECTION 6 LIMITATION OF LIABILITY

The parties intend that each shall be responsible for its own intentional act and negligent acts or omissions to act. The OHCA shall be responsible for the acts and omissions to act of its officer and employees while acting within the scope of their employment according to the Governmental Tort Claims Act, Title 51 Okla. Stat. §151, et seq. The Supplier shall be responsible for any damagers or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents. The Supplier agrees to hold harmless the OHCA of any claims, demands and liabilities resulting from any act or omission on the part of the Supplier and/or its agents, servants, and employees in the performance of the contract resulting from this ITB process. It is the express intention of the parties hereto that the contract resulting from this ITB process shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

Appendix A

Graphic Design ITB Response Form

Bidder's Name: _____

ITB Number: 20090504

1.8.1 Chapter 1 Bidder's Agency Summary and Experience **1.8.1.1** History of the Bidder's organization from date established to present;

Appendix A continued

Graphic Design ITB Response Form

Bidder's Name: _____

ITB Number: 20090504

1.8.1 Chapter 1 Bidder's Agency Summary and Experience **1.8.1.2** Provide the following information for two entities that the Bidder's organization has provided graphic design services to within the past two years: • company name, • full address, • contact person (name, title and telephone), • alternate contact person (name, title and telephone), • beginning and ending date of contract, • total dollar amount of contract, and • description of services provided.
Reference One: Company Name: Full Address: Contact person(name, title, and telephone): Alternate contact person: Beginning and ending date of contract: Total dollar amount of contract: $ Description of services provided:

Appendix A continued

Graphic Design ITB Response Form

Bidder's Name: _____

ITB Number: 20090504

1.8.1 Chapter 1 Bidder's Agency Summary and Experience

1.8.1.2 Provide the following information for two entities that the Bidder's organization has provided graphic design services to within the past two years:

- company name,
- full address,
- contact person (name, title and telephone),
- alternate contact person (name, title and telephone),
- beginning and ending date of contract,
- total dollar amount of contract, and
- description of services provided.

Reference Two:

Company Name:
Full Address:
Contact person(name, title, and telephone):
Alternate contact person:
Beginning and ending date of contract:
Total dollar amount of contract: $
Description of services provided:

Appendix A continued
The items requested below in Questions 1.8.1.3 and 1.8.14 should be included as attachments in the Bidder's response.

1.8.1 Chapter 1 Bidder's Agency Summary and Experience

1.8.1.3 Submit the resumes for the primary individuals who will be assigned to this project after award, i.e. the project manger, and graphic designer.

1.8.1 Chapter 1 Bidder's Agency Summary and Experience

1.8.1.4 Submit one sample of each of the following items created and produced by the Bidder's agency specific to graphic design services to aging or disability populations:

- Brochures
- Reference Guides/fact sheets

Graphic Design ITB Response Form

Bidder's Name: _____

ITB Number: 20090504

1.8.2 Chapter 2 Cost Submit the following related to providing the services detailed in Section 2: **1.8.2.1** an hourly rate inclusive of all costs {salaries, travel, fringe benefits, telephone, mailing, production, and reproduction costs (for reproduction performed at or by the Contractor's organization), etc.}; and **1.8.2.2** estimated total number of hours required to provide the services detailed in this ITB.
Bidder's Hourly Rate: $ **Bidder's Estimated Total Number of Hours:**