



Solicitation#: 0900000550

Solicitation Issue Date: 08/10/2022

DUE DATES AND TIME (CENTRAL STANDARD TIME):

Bid Response:

3:00 p.m. on 10/04/2022

Request for administrative review:

3:00 p.m. on 09/14/2022

Questions:

3:00 p.m. on 09/14/2022

CONTRACT TYPE:

Agency:

Statewide:

Agency Name/Number _____

Contract Number SW1014

SOLICITATION TYPE:

Request for Proposal

Request for Quote

Invitation to Bid

Information technology Bidder Instructions are applicable:

Yes

No

Terms regarding sensitive data will be included in the Contract including, but not limited to:

HIPAA _____

CJIS _____

FERPA _____

OTHER _____

1075 X _____

RETURN SEALED BID TO:

OMESCPeBID@omes.ok.gov

CONTRACTING OFFICER:

Name: Marc Brown

Email: marc.brown@omes.ok.gov

Phone No. 405-521-6669

Oklahoma Office of Management and Enterprise Services Bidder Instructions

Information related to the Bid submission process is contained in these Bidder Instructions. **Prospective Bidders are urged to read the documents provided by the State and these Bidder Instructions carefully. Failure to do so shall be at the Bidder's risk.**

1 Definitions

The following terms, when used in these Bidder Instructions, shall have the following meanings:

- 1.1 **Alternate Bid** means a Bid which contains an intentional substantive variation to a basic provision, specification, term or condition.
- 1.2 **Amendment** means a written change, addition, correction or revision to terms, conditions or requirements by the State agency issuing the Solicitation.
- 1.3 **BAFO** means a best and final offer requested by the State agency issuing the Solicitation.
- 1.4 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 1.5 **Bidder** means an individual or business entity that submits a Bid in response.
- 1.6 **Bid Packet** means the order described in these Bidder Instructions in which all Bidders shall insert the relevant sections of a Bid and which shall be the format for all submitted Bids.
- 1.7 **OAC** means the Oklahoma Administrative Code.

2 Instructions Compliance

These Bidder Instructions are not part of the Contract; however, compliance with these Instructions is material to the determination of whether a Bid is responsive. Terms, requirements and specifications may be stated or phrased differently than in a previous solicitation irrespective of past interpretations, practices or customs. Bid requirements are altered only by written Amendment and verbal communications from any source whatsoever are of no effect. In no event shall the Bidder's failure to read and understand a term, condition or requirement in any of the documents provided by the State constitute grounds for a claim after award of the Contract.

3 Communications and Questions

The Contracting Officer listed on the Bidder Instructions Cover Page is the only individual the Bidder should contact, or communicate with, regarding any questions or issues with the Acquisition. Failure to comply with this requirement may result in the Bid being considered non-responsive or not considered for further evaluation.

3.1 General Questions

- A. Questions should be concise, identify the relevant document, include specific section references and avoid use of tables or special formatting (use simple lists).

B. Information Technology Bids

Bidder may submit general questions concerning Contract or Bid specifications or requirements to the Contracting Officer's email address shown on the Bidder Instructions Cover Page. Questions received via any other means will not be addressed.

C. Non-Information Technology Bids

If information technology Bidder Instructions are not applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications or requirements to the Contracting Officer's email address shown on the Bidder Instructions Cover Page. Questions received via any other means will not be addressed.

3.2 Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of Bid information or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussion shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall submit such clarifications in writing to the Contracting Officer. Bidder answers that are outside scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential Bidder are not binding.

4 Administrative Review

4.1 A Bidder that believes the Contract or Bid requirements or specifications, or Bid Response Due Date, are unnecessarily restrictive or limit competition may email a request for administrative review to the Contracting Officer. A request received via any other means will not be addressed. The State shall promptly respond in writing to each written administrative review request, and where appropriate, issue a revision, substitution or clarification through an Amendment. Requests for administrative review shall include the reason for the request, supported by information, and any proposed changes.

4.2 If a Bidder fails to notify the Contracting Officer of an ambiguity, conflict, discrepancy, omission or other error in any of the documents provided by the State that is known to Bidder, or that reasonably should be known by Bidder, the Bidder accepts the risk of submitting a Bid and, if awarded the Contract, shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

5 Amendments

- 5.1 Any Amendment shall be set forth at the same online link as the Solicitation.
- 5.2 It is the Bidder's responsibility to check the State's website frequently for any possible Amendments that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete a Bid.

6 Confidentiality Request

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, 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 pursuant to OAC 260:115-3-9¹. However, a public Bid opening does not make the Bid immediately accessible to the public. All material submitted by a Bidder becomes the property of the State. No portion of a Bid shall be considered confidential after award of the Contract except, pursuant to 74 O.S. §85.10, information in the Bid determined to be confidential by the State Purchasing Director or delegate. Typically, a properly submitted confidentiality claim of a potential awardee is reviewed and determined prior to award; a properly submitted confidentiality claim of a **non-awarded Bidder** is reviewed and determined only when responding to an open records request concerning the Bid. Additional information regarding information considered confidential by a Bidder is provided in Section 8.2.C below.

7 Acceptance of Content

Unless otherwise provided in Section Four of a Bidder's response, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all State terms and conditions relating to the Contract. Upon award of a contract, such terms and conditions, as may be amended by the Bid after negotiation, shall become contractual obligations between the parties.

8 Required Bid Structure

8.1 Preparation of Bid

- A. The Bid is required to be structured into separate, labelled and easily identifiable sections using the Bid Packet format provided below. A Bid submitted using any other format may not be accepted. Except for items listed in Section Three of the Bid Packet (information requested to be held confidential), the Bid should not contain duplicative content. Any section of the Bid Packet that is not applicable to the Bid shall have a page inserted to denote the section is not applicable. For instance, if business references are not required, the Bid should contain a page after the "Business References" section heading that reads "Not Applicable", "N/A" or some similar notation.
- B. The Bid will be evaluated using a best value criteria, based on the following:
- i Cost of products and services
 - ii Technical Evaluation
 - iii Customer References

¹ OAC 260:115-3-9 is located at

<http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijjrgcln50ob7ckj42tbkdt374obdcli00>

- C. As referenced in subsection 8.2.H, the Bid must reflect for each requirement on Exhibit 1 should the responding bidder propose a solution for that area. A supplier may bid on all the RFP or each of the following areas separately.
- C.1. Carrier Services
 - C.2. Equipment –Telecommunications Equipment
 - C.3. Telecommunications Services, Ongoing Support and Training
 - C.4. Leasing Option
- D. As referenced in subsection 8.2.H, the Bid shall show the ability of the Bidder to meet or exceed the following mandatory specifications:

D.1. Carrier Services

Detail the different features and options available with your Voice Carrier Services. Examples of service provided could include Long Distance, Private Dial Plans, Network Database Maintenance and Redundancy, International Points of Presence, International Country-to-Country Calling, International Network Calls, Network Reliability, Call Restriction Abilities, Toll Fraud, and Directory Assistance Charges /Operator Assistance Charges. This list is representative of services a provider might offer but should in no way be construed as exhaustive.

D.2. Toll Free Services

Detail the different features and options available with your Toll-Free Services. Examples of services provided could include Incoming Toll-Free Service, International Toll-Free Service, Toll Free Service Redundancy, Toll Free Network Reliability, Toll Free Payphone Surcharge, Monthly Toll-Free Number Charges, Disaster Recovery Routing, and 800/888/Etc. Services. This list is representative of services a provider might offer but should in no way be construed as exhaustive.

D.3. Network Carrier Services

Detail the services, features and detail of the network related services you offer. Examples may include internet connectivity, point-to-point network connections, MPLS, dark fiber services, wireless network services, etc. This list is representative of services a provider might offer but should in no way be construed as exhaustive. Describe the geography of your network and indicate which services are available in each of Oklahoma's 9 Key Economic Network (KENs) Regions as provided in Exhibit 3. Provide information on upcoming plans for expansion into other regions.

D.4. Telecommunications Services, Ongoing Support and Training

Describe your ability to manage projects and installation as a professional service. The State is looking for Suppliers to provide personnel to perform the following Telecommunication roles: Installer, Engineer, Other roles as needed for Telecommunication Solutions in the scope of this solicitation. Please elaborate and provide pricing. Are there training options for state telecommunications professionals?

D.5. Telecommunications Equipment

The Supplier shall ensure that all equipment that is part of their solution is carrier grade and designed for the application. In addition, all local, state, and federal requirements in terms of safety, environmental and other factors shall be met. Please acknowledge this requirement.

Provide a listing of the types of equipment and maintenance that is offered. The equipment to be provided is equipment only required to fulfill the scope of this solicitation. Equipment pricing will be provided as a % off List.

D.5.1. Maintenance (Hardware and Software)

D.5.2. Maintenance and repairs on a Time and Materials Basis

D.6. Leasing Option

In addition to purchases, OMES and any Supplier awarded a contract as a result of this RFP may agree to provisions that allow leasing of the products offered under the resulting contract. OMES is seeking the ability to obtain an Operating Lease that provides for paying for the use of equipment, not the ownership. Payments that are spread out over time and the equipment will be returned at lease end. Are leasing terms available for the hardware? If so, please provide lease agreement documents with your response.

D.7. Technical Questionnaire

Any Bid shall include, as applicable, hosting provisions, Service Level Agreements (SLA's), Billing Information, Documentation, Training, Account Team/Support Provision, Escalation Process and Pricing for each service. Such provisions, SLA's and other information are subject to negotiation and additional provisions related to hosting services and SLA's may be required prior to any award being issued.

D.7.1. A Service Level Agreement (SLA) outlines the minimum service that a customer may expect for services, warranties, and support.

D.7.2. Billing Information outlines what information is provided in billing and how it is delivered.

D.7.3. Documentation outlines how detailed documents of telecommunication services that are provided to entities on an on-going basis to include services by location and account information can be obtained.

D.7.4. Training outlines the general requirements for providing training for implementing and using the solution at the End-User level and at Administrative/Operational Personnel levels.

D.7.5. Account Team and Support Provisions outline the Bidders capabilities of providing world class support and account service.

D.7.6. Escalation Process outlines the predetermined levels of escalation in the event of an emergency.

D.8. Reliability and Performance

D.8.1. Network Database Maintenance and Redundancy. Describe how and where the State Network database is maintained. Describe your Network database redundancy, what back up plans are in place to ensure maximum survivability and immediate restoration in the event of an outage.

D.8.2. Network Reliability

The Network user should perceive that the network is available 100% of the time.

Describe your current call volumes and reliability measurements.

Describe the current number of calls that are blocked by your network.

Describe the network outages you have had over the last 12 months, the number of users affected and outage length.

D.8.3. Disaster Recovery Routing

Describe the service options and associated costs for the rerouting of Toll-Free services in the event of a disaster or other type of event that requires the State to redirect Toll Free services to another location or alternative access at the same location. Describe any emergency announcement or intercept type messages that could be invoked to assist callers in an emergency.

D.8.3.1. Describe your disaster recovery capabilities, including but not limited to, recovery of a failed local loop, backbone, or host.

D.8.3.2. Describe your ability to provide network performance statistics as well as the State's ability to view real time statistics on individual application traffic flows.

D.8.3.3. Scalability/Expandability/Capacity

Describe how your proposed solution will be able to scale to address increasing demand, especially for mobile usage in the Coverage Areas

D.9. Security

Recommend a comprehensive security plan with protocols that consider the following areas:

Authentication

Encryption

Segmentation/logical partitioning

Support against Denial of Service (DOS) attacks, viruses, and other threats

Non-broadcast (Hidden) SSID(s)

Client-to-client isolation

Authentication, Authorization and Accounting (AAA)

Quality of Service

Bandwidth and Service Level Agreements (SLAs)

Reliability/Redundancy

D.10. Provisioning and Support

Describe the provisioning process for installation, including timelines from order placement until the installation is complete and the subscriber is on the wireless network for an external antenna, adapter, indoor CPE and/or other hardware required to establish service.

D.10.1. Network Monitoring and Onsite Maintenance – Describe how you will provide network monitoring capabilities of the network, system monitoring software and user interfaces. Describe your Onsite Maintenance program.

D.10.2. The Network supplier shall provide technical specifications and documentation on the architecture and component make-up of the network including interface equipment located on the agency site.

D.10.3. Network Diagrams - Provide an updated network diagram after all network upgrades or other configuration changes.

D.10.4. Ongoing Network Engineering Support

Describe what network engineering support services you can provide to the State in the ongoing evaluation of the network and its performance. What services will be provided at no cost and what are provided for at a fee?

- E.** As referenced in subsection 8.2.H, the Bid shall show the ability of the Bidder to meet or exceed the following non-mandatory specifications:

E.1. E-RATE – Universal Service Fund Discount

To the extent the services offered are subject to the E-rate discount program, all award Contract Suppliers must commit to participation in the Federal Communication Commission's E-rate discount program established under authority of the Federal Telecommunications Commission Act of 1996. Participation in, and implementation of, this program must be provided without the addition of any service or administration fee by the Contract Supplier. In order to participate in E-Rate Suppliers must appear on the USAC website as those who have a Service Provider Identification Number or "SPIN." E-rate applicants must deduct the value of ineligible components bundled with eligible services unless those ineligible components qualify as "ancillary" to the eligible services under FCC rules. This process is called "cost allocation". Supplier must separate and illustrate the cost allocation for each component and service in a bundled offering provided to E-rate eligible State entities enabling each entity to properly apply for E-rate coverage of allowable services. The Supplier shall not currently be subject to the Red-Light Rule by the FCC and will notify the applicant if they are later placed on Red Light Status with the FCC. The Supplier must be able to honor the applicant's request for Service Provider Invoicing. Service Provider Invoicing is a billing arrangement where the Supplier invoices the applicant for the discounted portion of the products and services the applicant requests. The Supplier would invoice USAC for the non-discounted portion of the applicant's products and services as a reimbursement. Products sold in the eRate category do not carry the state's administrative fee.

E.2. IRS Publication 1075

If applicable to an agency that is required to abide by IRS Publication 1075 regulations the bidder acknowledges their compliance with and shall agree to comply with the regulations provided herein as Exhibit 2.

- F.** As referenced in subsection 8.2.H, Security Certification and Accreditation Assessment; service level agreements (SLA) are required to be included in the Bid.
- G.** As referenced in subsection 8.2.I, pricing shall be proposed using the Exhibit 5 titled Price.
- H.** As referenced in subsection 8.2.J, value-added products and/or services within scope of the Acquisition may be included in the Bid. Please detail the features or options available with pricing.
- I.** As referenced in subsection 8.2.L, Provide three (3) references of other similar recent governmental engagements. References must contain company contact information, including company name, contact name, email, and phone numbers.

8.2 Bid Packet Format

A. Section One: Cover Page

Provide a dated cover page or transmittal letter that identifies the Solicitation and the Bidder and provides Bidder contact information.

B. Section Two: Required Forms, Certifications and Disclosures

- i Completed “Responding Bidder Information” form set forth and accompanying required documentation.
- ii Completed “Certification for Competitive Bid and Contract” form.
- iii Bidder shall additionally provide in this section of its Bid, disclosure of (1) any public contract terminated by a governmental entity or suits or claims against the Bidder for failure to perform in connection with a public contract (including any company which a Bidder has merged with or acquired that will be performing services or providing products if awarded the Contract); (2) any contractual relationship or any other relevant contact with any State personnel or another Bidder or Supplier involved in the development of a Bidder’s response to the Solicitation; (3) the name of any officer, director or agent of the Bidder who is also an employee of the State or any of its agencies; (4) the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder firm or any of its branches and (5) any activity or interest that conflicts or may conflict with the best interest of the State, including but not limited to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Any conflict of interest shall, in the sole discretion of the State, be grounds for rejection of the Bid or partial or whole termination of the Contract.
- iv Certificate of Insurance and Workers’ Compensation form.
- v Completed Vendor Payee form.
- vi Any information requested in connection with subcontractors a Bidder proposes to use in performance of the resulting contract.
- vii Signed Amendment(s), if any, located at the same online link as the Solicitation.

The Bidder shall acknowledge agreement with each Amendment, if any, by inserting the Amendment in this section, signed by or on behalf of the Bidder.

C. Section Three: Bid Portions Requested to be Held Confidential

- i Any portion of the Bid that the Bidder requests be held confidential shall be listed in this section for independent review regarding confidentiality. For example: “the portion of Section 8 titled Member Satisfaction Survey”. However, the Bid should

not be broken apart such that the information requested to be held confidential is only found in this section; rather, such content should be included in the Bid in applicable sections, for efficient evaluation.

- iii For each portion of the Bid listed as considered confidential, the Bidder must identify the specific information considered confidential and fully comply with **OAC 260:115-3-9²** which additionally requires a Bidder to enumerate the specific grounds, based on applicable laws which support treatment of the information as exempt from disclosure and explain why disclosure is not in the best interest of the public. Additional information regarding information considered confidential by a Bidder is provided in Section 6 above.
- iv A Bid marked in total, as proprietary and/or confidential shall not be considered confidential. Likewise, unless specifically referenced otherwise, resumes, pricing, marketing materials, business references, Voluntary Product Accessibility Templates, additional terms proposed by a Bidder and subcontractor information are not confidential and are not exempt from disclosure under the Oklahoma Open Records Act. The foregoing list is intended to address information often marked confidential that is not exempt from disclosure and is not an exhaustive list.
- v **ANY INFORMATION MARKED AS CONFIDENTIAL AND EMBODIED ELSEWHERE IN A BID RATHER THAN LISTED IN THIS SECTION OF THE BID PACKET WILL NOT BE CONSIDERED CONFIDENTIAL AND WILL BE SUBJECT TO DISCLOSURE WITHOUT FURTHER REVIEW. THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR A CONFIDENTIALITY CLAIM. LIKEWISE, CONFIDENTIALITY CLAIMS OF A BIDDER WILL NOT BE CONSIDERED IF A BID DOES NOT COMPLY WITH REQUIREMENTS OF OAC 260:115-3-9 AND THE INFORMATION WILL BE SUBJECT TO DISCLOSURE PURSUANT TO STATE LAW.**

D. Section Four: Requested Exceptions to Terms

- i Any requested exception or revision to terms or conditions provided by the State shall be inserted in this section using the table provided at the end of these Bidder Instructions. If no exceptions or revisions are requested, the Bid should reflect that by either submitting the table with no additions to it or by inserting a page to denote this section is not applicable. Each requested exception or revision shall identify (i) the document and section reference of the specific affected term and (ii) either that the term is inapplicable and should be intentionally omitted or offer alternative language if the Bidder is requesting revision of the term. Some examples are provided on the table for illustrative purposes only and, if not deleted in a submitted Bid, will be disregarded.

² OAC 260:115-3-9 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

- ii Use tracked changes to propose alternative language, added language or other revision. Requests not shown as tracked changes may be returned to the Bidder for compliance with this requirement and review will be delayed as a result.
- iii Each entry on the exceptions table must reference only one subsection or section (if there are no subsections). Including multiple subsections in one entry may result in the table being returned to the Bidder for compliance with this requirement and review will be delayed as a result.
- iv A clarification question is not an exception and any clarification included in this section will be disregarded.
- v If the Bid contains a copy of **master** terms between the Bidder and the State that the Bidder believes are applicable to the Acquisition, the Bidder need not take exceptions to the General Terms; however, the remainder of terms and contents of a document provided by the State including, without limitation, all attachments, appendices and exhibits remain applicable and are not supplanted by such **master** terms. Therefore, any exception to terms in the Solicitation or any other document related to the Acquisition, other than General Terms, must be included in this section as an exception.
- vi **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR EXCEPTIONS AND ANY EXCEPTION EMBODIED IN ANOTHER SECTION OF THE BID OR IN A FORMAT OTHER THAN THE PROVIDED TABLE WILL NOT BE CONSIDERED. LIKEWISE, AN EXCEPTION EXPRESSING ONLY GENERAL DISAGREEMENT WITH A TERM OR A GENERAL EXCEPTION TO ANY STATE TERMS OR CONDITIONS, WITHOUT SUGGESTED ALTERNATIVE WORDING OR IDENTIFYING THAT THE TERM SHOULD BE INTENTIONALLY OMITTED, WILL NOT BE CONSIDERED.**

E. Section Five: Additional Bidder Terms

Any additional terms that the Bidder requests be applicable to the Contract shall be inserted in this section and shall be provided in Word format. **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR ADDITIONAL TERMS AND ANY SUCH TERMS NOT SUBMITTED IN THIS SECTION OF THE BID SHALL NOT BE CONSIDERED.** Should a Bidder be awarded a Contract, neither the State nor a customer shall be required to execute additional documents not included in a Bid. For example, if a Bidder typically uses an ordering document in connection with an acquisition, the ordering document template shall be included in the Bid.

F. Section Six: Master Terms between Bidder and State

A copy of any master terms, mutually executed by the Bidder and the State, that the Bidder believes are applicable to the Acquisition shall be inserted in this section. Any master terms not submitted in this section of the Bid shall not be considered.

G. Section Seven: Executive Summary

The Bidder's executive summary shall be inserted in this section. Marketing information, general company information and other similar information should be included in the executive summary. Avoid duplication of such information in other sections of the Bid; it unnecessarily lengthens the Bid and hinders efficient evaluation.

H. Section Eight: Response to Specifications and Requirements

- i** The portion of the Bid to be inserted in this section shows the ability of the Bidder to meet or exceed any Acquisition specifications and requirements.
- ii** If an information technology VPAT is required, the URL link to the Bidder's VPAT shall be inserted in this section at a Bid Packet page referencing the VPAT.
- iii** If an information technology Security Certification and Accreditation Assessment is required, the completed Assessment shall be inserted in this section at a Bid Packet page referencing the Security Accreditation Assessment. The Assessment is located online at https://omes.ok.gov/sites/g/files/gmc316/f/SecurityCertification-R_0.xlsx.
- iv** If service level agreements are required, the proposed service level agreements shall be inserted in this section at a Bid Packet page referencing the proposed Service Level Agreements.
- v** If a Statement of Work is required, the proposed draft shall be inserted in this section at a Bid Packet page referencing the proposed Statement of Work.

I. Section Nine: Pricing

Pricing associated with the Bid shall be inserted in this section and shall be in the required structure set forth above in Subsection 8.1, if any.

J. Section Ten: Offer of Value-Added Products and/or Services

If a Bid includes an offer of value-added products and/or services, such offer shall be inserted in this section and include associated pricing and any other information relevant to such value-added offer. However, the State is not obligated to purchase value-added products or services.

K. Section Eleven: Financial Information

Any required financial and associated information shall be inserted in this section.

L. Section Twelve: Business References

Any required business references and associated information shall be inserted in this section.

M. Section Thirteen: Additional Company Information

Any required additional company information shall be inserted in this section.

N. Section Fourteen: Third Party Vendor Information

Any required additional third party vendor information shall be inserted in this section.

9 Submission of Bid

9.1 IT IS THE BIDDER'S SOLE RESPONSIBILITY TO SUBMIT INFORMATION IN THE BID AS REQUESTED AND IN COMPLIANCE WITH THE OKLAHOMA CENTRAL PURCHASING ACT AND ASSOCIATED OAC TITLE 260 RULES³ INCLUDING WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11⁴. A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Bidder Instructions.

9.2 A Bid shall be submitted via email solely to OMESCPeBID@omes.ok.gov. Please note that it is possible a Bidder's email system may have limitations on the size of outgoing email attachments and plan accordingly for the entire Bid to be received by the Bid Response Due Date and Time. A Bid emailed directly to or cc'd to the Contracting Officer will not be reviewed by the Contracting Officer. In person, commercial carrier or facsimile submittals shall not be accepted. The subject line of the email Bid shall contain the following: Attention: [insert Contracting Officer name]; Solicitation Number and Bid Response Due Date and Time. The State is not responsible for incorrect link information or its inability to access a submitted Bid. Receipt of a Bid will generate an automatic notice that the Bid is received; if a Bidder believes a Bid has been sent but has not received a notice of receipt, the Bidder should contact the Contracting Officer at the email or phone number shown on the Bidder Instructions Cover Page. Receipt of the Bid by the State is the responsibility of the Bidder.

9.3 Unless otherwise specified in the Solicitation, (i) manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for informational purposes and not intended to limit competition and (ii) a Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). Bidder shall offer new items of current design and technology unless the State specifies older models or versions, or used, reconditioned, or remanufactured products are acceptable. Warranties in either case should be the same. However, if a Bid is based on equivalent products, the Bid is required to state the manufacturer's name and

³ Oklahoma Administrative Code Title 260, Chapter 115 is located at <http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijjrgcln50ob7ckj42tbkdt374obdcli00>

⁴ OAC 260:115-3-7 and OAC 260:115-3-11 are located at <http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijjrgcln50ob7ckj42tbkdt374obdcli00>

number. The Bid shall also explain in detail how the proposed equivalent will meet the specifications and not be considered an exception thereto.

- 9.4** Reference to literature submitted with a previous Bid shall not satisfy a specification or requirement associated with the present Bid. Any previous solicitation or resultant contract shall not be depended upon, perceived or interpreted to have any relevance to the present Bid.
- 9.5** Bids shall remain a firm offer for a minimum of one hundred twenty (120) days after the Bid Response Due Date. Any usage amounts provided by the State are estimates and are not guaranteed to be purchased.
- 9.6** Unless specified otherwise, a Bidder shall submit a firm, fixed price for the term, including optional renewal terms, of the Contract. The Bidder guarantees unit prices to be correct.
- 9.7** In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price. Travel expenses include, but are not limited to, transportation, lodging and meals. Examples of other miscellaneous travel expenses are referenced in §10.14 of the Statewide Accounting Manual⁵.
- 9.8** A Bid containing early payment discounts may be evaluated when making an award. If a Bidder wishes to offer an early payment discount, the Bid must include available discount percentages for no less than ten (10) days payment, increasing in five (5) day increments up to thirty (30) days. The discount percentages shall be expressed in a half or whole percentage, with the minimum discount percentage being 0.5%. The State is not obligated to utilize an offered discount.
- 9.9** All costs incurred by the Bidder for Bid preparation and participation shall be the sole responsibility of the Bidder and the Bidder shall not be reimbursed for any such costs. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages in connection with the Bid.
- 9.10** For consistency of contract structure, certain State terms may be marked “Intentionally Omitted”. If so, no response is expected.
- 9.11** After review of a Bidder's submitted documents and information, the State may require additional terms for an Acquisition in which State or citizen data will be accessed, processed, stored or transmitted by a Supplier.
- 9.12** Each Bid is required to include relevant information for a designated contact to receive notice, approvals and requests.

10 Bid Withdrawal, Bid Change and Alternate Bid

- 10.1** Except as authorized by the State Purchasing Director after proof by the Bidder that a significant error by the Bidder exists in the Bid, a Bid may not be withdrawn after the Bid Response Due Date and Time. If the Bidder wishes to withdraw a Bid prior to the Bid Response Due Date and Time,

⁵ Statewide Accounting Manual is located at <https://omes.ok.gov/sites/g/files/gmc316/f/StatewideAccountingManual.pdf>.

the Bidder shall submit a written withdrawal request to the State Purchasing Director in accordance with OAC 260:115-3-13⁶ at the email address listed in Section 9 above.

10.2 Except as requested by the State, a Bid may not be changed after the Bid Response Due Date and Time. If the Bidder needs to change a submitted Bid prior to the Bid Response Due Date and Time, the Bidder shall withdraw the originally submitted Bid and a new Bid shall be submitted to the State by the Bid Response Due Date and Time in accordance with Section 9 and include the following statement on the superseding Bid cover page: **“THIS BID SUPERSEDES THE BID PREVIOUSLY SUBMITTED” AND “SUPERSEDING BID” MUST APPEAR IN THE SUBJECT LINE OF THE EMAIL.**

10.3 A Bidder may submit one or more Alternate Bids. Any Alternate Bid submitted shall be a complete Bid and shall be clearly identified as an Alternate Bid in the subject line of the email. If more than one Alternate Bid is submitted, the identification in the email subject line shall refer to Alternate Bid 1, Alternate Bid 2, etc.

11 Bid Rejection

11.1 The Bidder’s failure to submit required information may cause its Bid to be rejected. Additionally, a Bid received after the Bid Response Due Date and Time **SHALL BE DEEMED NON-RESPONSIVE AND SHALL NOT BE CONSIDERED unless the State Purchasing Director has authorized acceptance of Bids due to a significant error or incident that occurred which affected the receipt of a Bid.**⁷ Failure to comply with these Bidder Instructions may result in the Bid being disqualified from evaluation.

11.2 A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements. Other possible reasons for rejection of Bids are listed in OAC 260:115-3-5 and 260:115-7-32(h)⁸.

11.3 Attempts to impose unacceptable conditions on the State or impose alternative terms not in the best interest of the State may result in rejection of the Bid even if initially determined to be responsive or the State may cease any negotiations regarding the Bid.

11.4 Whenever the terms “shall”, “must”, “will”, or “is required” are used, the specification being referred to is a mandatory specification. Failure to meet any mandatory specification may cause rejection of a Bid.

11.5 Whenever the terms “can”, “may”, or “should” are used, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

12 Bid Public Opening

There will be no physical Bid openings. A public Bid opening, **which will disclose the name of each Bidder and no further information**, will be conducted on a per request basis via Zoom provided the

⁶ OAC 260:115-3-13 is located at

<http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=.75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00>.

⁷ OAC 260:115-3-11

⁸ OAC 260:115-3-5 and 260:115-7-32 is located at:

<http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=.75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00>

Contracting Officer receives a written request no later than forty-eight (48) hours prior to the Bid Response Due Date and Time. Zoom information will be provided to anyone requesting a public Bid Opening.

13 Evaluation

- 13.1** A responsive Bid will proceed to the evaluation process. Unless the Solicitation specifies that “best value” criteria will be used to determine award, Bids shall be evaluated on “lowest and best” criteria.
- 13.2** Pursuant to OAC 260:115-7-32, Bidder past performance as a Supplier may be considered when evaluating a Bid.
- 13.3** Pursuant to 74 O.S. §85.44E, a Bid submitted by a service-disabled veteran business that does business in Oklahoma or maintains an Oklahoma office or place of business will be given a three-percentage point bonus preference in scoring the Bid.
- 13.4** The State reserves the right to require demonstrations, clarifications and additional documentation from any or all responding Bidders. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder’s team and to respond to questions regarding the Bid prior to award.

14 Competitive Negotiations of Offers

- 14.1** The State reserves the right to negotiate with none or one or more Bidders responding to the Solicitation and may negotiate any or all content of the Bid to obtain the best value for the State. Negotiations may be conducted in person, in writing or by electronic means and shall only be conducted with potentially acceptable Bids.
- 14.2** Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State’s risks. The State shall consider all issues arising from the Bid to be negotiable and will not be artificially constrained by Bidder internal corporate policies. Firms that contend a lack of flexibility because of corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered.
- 14.3** In the event of prolonged contract negotiations due to the number and/or significance of exceptions taken, lack of Bidder responsiveness or other failure to close contract negotiations, the State may, in its discretion, offer a successful Bidder a shorter contract term.
- 14.4** Terms, conditions, prices, methodology, or other features of the Bid 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 Bid.
- 14.5** Requirements and any terms marked as non-negotiable after the section title shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements or terms is in the best interest of the State.
- 14.6** The State may request a BAFO and shall determine the scope and subject of any BAFO request. However, the Bidder should not expect an opportunity to otherwise strengthen its Bid and should

submit its best Bid based on requirements herein. Any information offered outside the scope of the BAFO request will be disregarded.

15 Award of Contract

- 15.1** The State 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 to be in the best interest of the State.
- 15.2** In order to receive an award or payments from the State, a Bidder must be registered **as both a Bidder and as a Supplier** and must maintain the registration prior to any Contract renewal term. The registration process may be completed electronically at the following link. <https://oklahoma.gov/omes/services/purchasing/vendor-registration.html>
- 15.3** Pursuant to Oklahoma Attorney General Opinion No. 06-23, any Bidder that has assisted in preparing the Solicitation or developing the procurement terms, either directly or indirectly, is precluded from being awarded the Contract or from securing a sub-contractor that has provided such services.
- 15.4** Prior to award, the State may choose to request information from the Bidder to demonstrate its financial status and performance. If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company may also be required. The State reserves the right, in its sole discretion, to determine a Bidder's financial status and to withhold award to a Bidder who is not deemed financially responsible.
- 15.5** A notice of award may be in the form of a purchase order or other payment mechanism or in the form of a mutually executed contract.

**BID PACKET SECTION FOUR: REQUESTED EXCEPTIONS TO TERMS
SOLICITATION NO. 0900000550**

| Term & Section | Language |
|--|---|
| General Terms, Pricing (Section 5.2, pg. 7) EXAMPLE | Section 5.2 is deleted in its entirety and replaced with the following: Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price. Travel expenses include, but are not limited to, lodging, transportation and meal expenses. |
| Information Technology Terms, Appendix 1, Data Security (Section B.2, pg. 12) EXAMPLE | Section B.2 shall be modified to add the following: Customer is responsible for Personal Data encryption when solely in the Customer’s possession. |
| Information Technology Terms, Source Code Escrow (Section 9, pg. 5) EXAMPLE | Section 9 is deleted in its entirety. |
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