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| **Solicitation#:** 1850000146 **Solicitation Issue Date:** 08/30/2022 | |
| **DUE DATES AND TIME (CENTRAL STANDARD TIME):**  **Bid Response:**  3:00 p.m. on 09/13/2022  **Request for administrative review**:  3:00 p.m. on 09/06/2022  **Last Day to Submit Questions:**  3:00 p.m. on 09/06/2022 | |
| **CONTRACT TYPE:**  **X**  **Agency: Statewide:**  **Agency Name/Number Corporation Commission/185** | |
| **SOLICITATION TYPE:**   |  |  |  | | --- | --- | --- | | **Request for Proposal**  **X** | **Request for Quote** | **Invitation to Bid** |   **Information technology Bidder Instructions are applicable:**  **X**  **Yes No**  **Terms regarding sensitive data will be included in the Contract including, but not limited to:**   |  |  | | --- | --- | | **HIPAA**  **FERPA**  **1075** | **CJIS**  **OTHER**  **N/A X\_\_\_\_\_ .** | | |
| **RETURN SEALED BID TO:**  **OMESCPeBID@omes.ok.gov** | **CONTRACTING OFFICER:**  **Name: Kimberley Coulter**  **Email: Kimberley.Coulter@omes.ok.gov** |

**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.**

## 

## Definitions

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

* 1. Alternate Bid means a Bid which contains an intentional substantive variation to a basic provision, specification, term or condition.
  2. Amendment means a written change, addition, correction or revision to terms, conditions or requirements by the State agency issuing the Solicitation.
  3. BAFO means a best and final offer requested by the State agency issuing the Solicitation.
  4. Bid means an offer a Bidder submits in response to the Solicitation.
  5. Bidder means an individual or business entity that submits a Bid in response.
  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.
  7. OAC means the Oklahoma Administrative Code.
  8. IIJA means the Infrastructure Investment and Jobs Act (IIJA), Public Law 117-58.
  9. OCC means the Oklahoma Corporation Commission.
  10. Program means the Orphan Well Site Plugging, Remediation, and Reclamation Program.
  11. Current and Past Wells Tested for methane according to the Federal Methane Measurement Guidelines. See Exhibit 1 (Assessing Methane Emissions from Orphaned Wells to meet Reporting Requirements of the 2021 Infrastructure Investment and Jobs Act (BIL): Federal Program Guidelines.

## 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.

## 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.

## General Questions

* + 1. 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 and Non-Information Technology Bids**

## For all bids whether Information Technology or Non-Information Technology, 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. Questions may be submitted as soon as the solicitation is posted. You are encouraged to submit your questions as soon as possible to allow adequate time for answers and any issues that may arise.

## 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.

## Administrative Review

## 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.

* 1. 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

## Amendments

## Any Amendment shall be set forth at the same online link as the Solicitation.

## 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.

## 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 260:115-3-9[[1]](#footnote-2). 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.

## 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.

## Required Bid Structure

* 1. Preparation of Bid
     1. 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.

* + 1. The Bid will be evaluated using a best value criterion, based on the following:
       1. Work Plan: Bidder's work plan will be of principal consideration and should include a general discussion of the approach the bidder will take and explain how the bidder will meet each requirement. Within this category, OCC will consider the bidder's understanding of the duties of the Program, and the bidder's prior experience with administering other similar projects. OCC will also consider the quality of each person expected to work, as well as the number of hours each person is expected to work, and on what specific tasks.
       2. Experience: Bidder must possess common knowledge of the industry relating to the testing, plugging, remediation, and reclamation efforts of orphan wells. Preference may be given if bidder has experience administering other similar funds or projects. Additionally, preference may be given if a bidder has experience coordinating and working with other federal, tribal, state agencies, and non-governmental organizations, including but not limited to OCC, Oklahoma Energy Resources Board, Oklahoma Office of Management and Enterprise Services, and the federal Department of Interior. Familiarity with handling wells on federal, tribal, state-, and privately-owned land. Accounting experience or lawyering experience should be stated. Experience shown should be work done by individuals who will be assigned to this project as well as that of bidder’s company. Studies or projects referred to must be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.
       3. Professional Independence: OCC is seeking a neutral, independent third-party to administer portions of the Program. If the bidder, or any of its associates, has an affiliate or representational relationship with an OCC-regulated oil and gas related operator, the bidder must disclose that relationship and explain, in detail, the measures that will be taken to avoid any conflict of interest that may arise as a consequence of this contract.
       4. Professional Personnel: This refers to the competence and appropriate assignment of the project management or lead personnel, professional support personnel, and administrative support personnel who are proposed for each task area. Qualifications of personnel will be measured by education and experience, with particular reference to experience on projects similar to that described in the RFP.
       5. Cost: This area will be weighted heavily, but it will not be the only deciding factor in the process. Since bids may include one or more segments that are being bid at a monthly or otherwise variable price, bids may not be directly comparable in terms of a single dollar amount. However, OCC will evaluate bids based upon consideration of all the fixed and variable prices contained in the bid. All compensation paid to the bidder will be paid from the Program, and OCC will pay no compensation. The cost submittal should show costs broken down per month and annually over the contractual period.
       6. Familiarity with Current Laws, Programs, and Industries: Bidder must show familiarity with:
          1. Current federal laws and requirements relating to the IIJA Program.
          2. Federal reporting requirements to ensure compliance with IIJA Program requirements.
          3. The Davis-Bacon Act.
          4. Relevant Oklahoma laws relating to the Program.
          5. Relevant OCC rules and requirements.
          6. Laws and processes relating to methane testing, well site plugging, remediation, and reclamation.
          7. Concepts relating to environmental justice.
    2. State in succinct terms the bidder’s understanding of the problem presented, or the service required by this RFP. Include a narrative description of the proposed effort and a list of the services to be provided. Please include answers to the following questions:
       1. Does the bidder intend to prioritize hiring or training dislocated workers from energy sectors for the Program? If yes, what are the metrics or data you will use to quantify the impacts of those efforts? If not, are there any barriers that are preventing you from doing so?
       2. How does the bidder intend to prioritize addressing impacts to disadvantaged communities in this program? Please describe any difficulties in determining how to do that or how to measure the impacts such prioritization would have?
       3. Describe the technology and/or process the bidder intends to utilize to test and detect methane emissions.
       4. Describe the process the bidder intends to use to prioritize wells?
       5. Describe the process the bidder intends to use to select subcontractors?
    3. As referenced in subsection 8.2.H, the Bid shall show the ability of the Bidder to meet or exceed the following mandatory requirements (bidders who do not meet or do not state that they meet the following mandatory requirements will not have the remainder of their response reviewed by the Response Review Team:
       1. Develop, host, and maintain website that:
          1. remains compliant with IIJA requirements.
          2. includes information, as requested by the OCC.
          3. includes information about current and past wells tested and plugged.
          4. includes a Geographic Information System (GIS) mapping tool that integrates with current OCC mapping services to show information about each well, testing records, and its status; the information presented in the GIS map must be sortable.
          5. permits subcontractors to securely upload information to the Bidder.
       2. Develop and maintain a database that:
          1. Has report generation capability to prepare standard monthly reports and special report capability to summarize information by various selected data.
          2. Database must be developed to allow expansion of reported and tracked data.
          3. Remote access to the database must be available to the OCC with report writing capability.
          4. Is compatible with the OCC’s current database system.
       3. Office location and in-person attendance:
          1. Bidder must maintain a physical office located within the State of Oklahoma where all hard copies of information shall be retained. Digital storage of information is preferred, and it shall be maintained in a secure cloud storage system, approved by OMES Cyber Security the OCC; the OCC shall have access to all cloud storage information at all times.
          2. Upon request, the bidder shall be expected to attend in-person meetings at the OCC’s primary office in Oklahoma City. Meetings via Teams (or other agreed-upon platforms) may be used at the sole discretion of the OCC.
          3. Upon request, the Bidder shall be expected to attend and/or present information to the OCC in a public meeting.
       4. Prepare reports to the OCC and other necessary parties:
          1. Prepare reports of activity for the OCC on a monthly basis detailing the plugging status of each well, testing results, costs spent per well site, and any other information requested by the OCC.
          2. Require subcontractors to maintain a daily log showing all work performed and cost(s) incurred to plug and test the subject well(s). This log shall be provided to the OCC upon request.
          3. Maintain records by subcontractor and by well.
          4. Provide any additional reports as requested by the OCC.
          5. Develop and assist the OCC with preparing any audits and reports required by the OCC, Oklahoma State Auditor and Inspector, IIJA and Department of Interior.

v The bidder must be in compliance with the Federal Infrastructure Investment and Jobs Act (IIJA) Requirement:

The Bidder certifies that it will comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”).

The Bidder certifies that it will comply with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

The Bidder will comply with the requirements in 2 C.F.R. § 200.318 through 200.327.

The Bidder will comply with the requirements in 2 CFR § 200.317 Procurements by states. When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§ 200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by § 200.327. All other non-Federal entities, including sub-recipients of a State, must follow the procurement standards in §§ 200.318 through 200.327.

The Bidder certifies that it will comply with all applicable standards, orders, or regulations issue pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.

The Bidder certifies that it is not listed on the government-wide exclusions list for the System for Award Management (SAM, in accordance with the OMB guidelines at 2 C.F.R. Part 1989, Comp., p. 235), “Debarment and Suspension.”

* + 1. As referenced in subsection 8.2.H, the Bid shall show the ability of the Bidder to meet or exceed the following conditions and requirements:

All information, including but not limited to the GIS mapping tool, spreadsheets, databases, records, and other materials collected or created by the Bidder for this Program are the property of OCC during and following completion of the Program. Information must be maintained in a manner to enable access for at least ten years from date of creation of the data, record or other materials. Prior to destruction of such materials, the Bidder must notify the OCC to allow to take custody of such materials, if so chooses. Upon request by OCC, all files shall be returned to OCC following completion of the Program.

None of the information received or created by the bidder shall be used for any other commercial purpose.

Treat all competitive and financial information received as confidential and proprietary, and only release said information upon order of OCC.

Promptly respond to OCC requests for information pertaining to the Program.

Comply with procedures and guidelines established by OCC, but may request OCC amend, modify or delete procedures or guidelines, (the Manager will not have the authority to develop or interpret OCC’s procedures or guidelines with respect to the Program, and any dispute between the Bidder and any subcontractor shall be submitted to OCC for resolution).

If funds sufficient to pay obligations under the Program are not appropriated or received from the IIJA, OCC may terminate the contract with notice.

OCC reserves the right to recover funds from the bidder, should funding from the IIJA not be provided due to either the negligent, accidental or intentional action or inaction of the bidder or a subcontractor.

As reference in subsection 8.2.I, pricing shall be proposed of a detailed breakdown showing the supplier staffing roles necessary to complete the work; price broken down per month and annually over the contractual period, from date of award through June 30, 2023; include all information concerning fees, other costs and any other information relevant to the total cost.

* + 1. As referenced in subsection 8.2.I, pricing shall be proposed as follows:
       1. Deliverable-based pricing with proposed milestones and associated payments.
       2. Hourly rates and roles for additional professional services in connection with the Project including, without limitation, maintenance and support services and enhancement services to the extent not included in a mutually agreed Statement of Work.
       3. Subscription and/or other pricing for post-warranty ongoing maintenance and support; and
    2. Describe the Bidder’s financial stability and economic capability to perform the contract requirements. As referenced in subsection 8.2.K, three years of audited financial statements are required to be included in the Bid.
    3. As referenced in subsection 8.2.L, three (3) business references are required to establish that a Bidder has successful implementation experience.

* + 1. Include the names of executive and professional personnel, analysts, auditors, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the Program. Key personnel include those persons who would be handling coordination and planning of the testing, plugging, remediation, and reclamation efforts under the Program, including but not limited to, supervisors, accountants, lawyers, and other people who may be involved in the Program. Include resumes of personnel.
    2. As referenced in subsection 8.2.M, the following additional company information is required to be included in the Bid:
       1. Length of time the Bidder has been in business.
       2. A brief description of the company.
       3. Company size and organization.
       4. The number of years the Bidder has been providing products and/or services of the type requested.
       5. The core competency of the company.
       6. Number of employees allocated strictly for research.
       7. Number of employees allocated strictly for support.
       8. Number of clients.
       9. Average client size (i.e., employee count); and
       10. Locations where the Bidder’s solution has been deployed.
    3. As referenced in subsection 8.2.N, if a third-party vendor is included as part of a submitted Bid, the following information is required to be included in the Bid for each such third-party vendor:
       1. Company history.
       2. Relationship to Bidder.
       3. Clients for which the two entities have worked together: and
       4. Products and/or services proposed to be provided by the third-party vendor and how those products and/or services interface with the Bidder’s solution.
    4. A performance bond, pursuant to OAC 260:115-7-3(g)(2)(C) of $25,000,000.00 will be required.

* 1. Required Bid Packet Format

## Section One: Cover Page

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

## 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. If none, clearly mark “N/A”

**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.

## 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. If none, clearly mark “N/A”

ii For each portion of the Bid listed as considered confidential, the Bidder must identify the specific information considered confidential and fully comply with OAC 260:115-3-9[[2]](#footnote-3) 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.

iii 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.

**iv 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.**

## 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 **in Word** format 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.

**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.**

## 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. If none, clearly mark “N/A”

## 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. If none, clearly mark “N/A”

## 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.

## Section Eight: Response to Specifications and Requirements

## 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.

## 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.

## If an information technology Security Certification and Accreditation Assessment is required (Required if offering a Hosted Solution), the completed Assessment shall be inserted in this section at a Bid Packet page referencing the Security Accreditation Assessment.

* + - 1. 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.
      2. 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.

## 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.

## 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.

## Section Eleven: Financial Information

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

## 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.

## Submission of Bid

## 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 RULES[[3]](#footnote-4) INCLUDING WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11[[4]](#footnote-5). A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Bidder Instructions.

* 1. A Bid shall be submitted via email solely to [OMESCPeBID@omes.ok.gov](mailto: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.

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

## 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.

## 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.

## 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.

## 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 Manual[[5]](#footnote-6).

## 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.

## 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.

## For consistency of contract structure, certain State terms may be marked “Intentionally Omitted”. If so, no response is expected.

## 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.

## Each Bid is required to include relevant information for a designated contact to receive notice, approvals and requests.

## Bid Withdrawal, Bid Change and Alternate Bid

## 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, the Bidder shall submit a written withdrawal request to the State Purchasing Director in accordance with OAC 260:115-3-13[[6]](#footnote-7) at the email address listed in Section 9 above.

* 1. 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.

## 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.

## Bid Rejection

## 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]](#footnote-8) Failure to comply with these Bidder Instructions may result in the Bid being disqualified from evaluation.

## 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]](#footnote-9).

## 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.

## 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.

## 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.

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

## 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.

## Competitive Negotiations of Offers

## 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.

## 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.

## 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.

## 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.

## 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.

## 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.

## Award of Contract

## 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.

## 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://omes.ok.gov/services/purchasing/vendor-registration>.

## 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.

## 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.

## 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**

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| --- | --- |
| **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.  **EXAMPLE** |
| 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.  **EXAMPLE** |
| Information Technology Terms, Source Code Escrow  (Section 9, pg. 5)  **EXAMPLE** | Section 9 is deleted in its entirety.  **EXAMPLE** |
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1. OAC 260:115-3-9 is located at

   [http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=\_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00](http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00_) [↑](#footnote-ref-2)
2. OAC 260:115-3-9 is located at

   [http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=\_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00](http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00_) [↑](#footnote-ref-3)
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=\_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00](http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00_) [↑](#footnote-ref-4)
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=\_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00](http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00_) [↑](#footnote-ref-5)
5. Statewide Accounting Manual is located at <https://omes.ok.gov/sites/g/files/gmc316/f/StatewideAccountingManual.pdf>. [↑](#footnote-ref-6)
6. OAC 260:115-3-13 is located at [http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=\_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00](http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00_). [↑](#footnote-ref-7)
7. OAC 260:115-3-11 [↑](#footnote-ref-8)
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_> [↑](#footnote-ref-9)