OKLAHOMA
Office of Management
& Enterprise Services

Bidder Instructions Cover Page

Solicitation#: 3400001726 **Solicitation Issue Date:** 7/14/2021

DUE DATES AND TIME (CENTRAL STANDARD TIME):

Bid Response:
3:00 p.m. on 08/11/2021[1]

Questions:
3:00 p.m. on 7/23/2021

CONTRACT TYPE:

Agency: [X] **Statewide:** [ ]

Agency Name/Number 340 Oklahoma Dept of Health **Contract Number** _____

SOLICITATION TYPE:

[X] **Request for Proposal** [ ] **Request for Quote** [ ] **Invitation to Bid**

Information technology Bidder Instructions are applicable:

[X] **Yes** [ ] **No**

Procurement method is Performance Information Procurement System:

[X] **Yes** [ ] **No**

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

HIPAA _____ **CJIS** _____

FERPA _____ **OTHER** _____

1075 _____

RETURN SEALED BID TO:	**CONTRACTING OFFICER:**
OMESCPeBID@omes.ok.gov	**Name:** Jacob Charries **Email:** Jacob.Charries@omes.ok.gov **Phone No.** (405) 521-2191

[1] Amendments may change the Bid Response Due Date (read "Amendments" in these 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

i If information technology Bidder Instructions are applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications or requirements online. Questions received via any other means will not be addressed.

ii Registration with the State of Oklahoma for wiki access is located at https://omes.ok.gov/forms/wiki-enrollment-it-procurement. Access should be requested at least five (5) business days prior to the Questions Due Date. The State is not responsible for a Bidder's lack of access to the wiki.

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 260:115-3-9[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.

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. Background

Currently the counties have a mix of paper and electronic records. The electronic record is a homegrown solution Public Health of Oklahoma Client Information System (PHOCIS). This system is approaching end of life and does not have the electronic

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

messaging capabilities (HL7) that is needed to exchange information with other providers.The current system reaches end-of life in October 2021.

C. The Bid will be evaluated using a best value criteria, based on the following:

i Level of Expertise (LE)
ii Risk Assessment Plan (RA)
iii Value Added Plan
iv Price proposal and
v Interview
vi A selection committee will evaluate and score the Bid based on the information provided in each Bid and evaluation of the Bidder's understanding of the objectives of the Contract. Listed references may be contacted to gather information specific to past history with the Bidder.

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:

i. Interoperability with the state department of education, nurse family partnership, and other state and OSDH systems.
ii. Robust and intuitive billing
iii. Electronic communication with labs including the Public Health Lab (PHL) and pharmacies including pharmacies at the county clinics.
iv. Case management, referrals, and sequestered records for minors
v. Patient facing portal for appointments, lab reports, office visit summaries, etc.; and the ability to manage minor clients as well as clients that are minors seeking services that parents must consent for the service
vi. Federal grant reports for public health and reporting to CDC
vii. Analytics for population health programs and activities
viii. Clinical Medical Record with guidance/mental health, Title V and X programs, sexual health and WIC
ix. Communicable disease – all reportable diseases (examples-Measles, COVID-19, Tuberculosis, Hepatitis A, Meningococcal Disease, Pertussis, Rabies, e. Coli)

E. As referenced in subsection 8.2.I, pricing shall be proposed as follows:

i Bidder is to provide a single total for each year of contract; and
ii. Bidder is to provide a line item explanation of totals for each year of contract.
iii Bidder may determine best format of pricing but may be asked to clarify if pricing structure is unclear.
iv The price proposal will not be seen by the selection committee but any costs associated with a Value Add (Attachment titled Value Added (VA) Plan) will be seen by the selection committee. The top prioritized Bidder does not have to be the lowest cost. If the cost is within 5% of the next prioritized Bidder then no further justification is required.

F. If the procurement method is noted on the Bidder Instruction Cover Page as PIPS, as referenced in subsection 8.2.H, a Bid must also include the following:

1. Exhibit titled Bidder Expert Lead Form – The Bidder shall provide the name of the individuals who will be the Key Bidder Leads. <u>These people must be the expert</u> and will be the people interviewed if shortlisted.

2. Project Capability (PC) Submittals - The Project Capability Submittals must contain three components: Level of Expertise (LE), Risk Assessment (RA) Plan, and Value-Added (VA) Plan. (See Exhibits with each of these titles).

(a) Purpose of PC Submittal

1. Assist Owner in prioritizing Bids based on expertise and ability to understand and deliver the products and/or services.
2. Provide a high performing Bidder the opportunity to differentiate itself from competitors due to experience and expertise by using verifiable performance metrics and previous performance results.

(b) PC Submittal Format Requirements

1. PC submittals must NOT contain any names that can be used to identify the Bidder (such as firm names, personnel names, project names, or product names).
2. The LE, RA and VA Exhibits must be used by all Bidders. Bidders are NOT allowed to re- create, re-format, or modify the Exhibit templates in any manner (except to delete provided examples). Bidders must the Exhibits in Word format.
3. Failure to comply with any of the PC format requirements may result in disqualification.
4. The PC submittals shall not contain any marketing information. The submittals should be used to prove that the Bidder has expertise for the specific Contract.

G. PIPS Process Overview and Explanation

i. Overview of the Level of Expertise (LE) – (Exhibit titled Level of Expertise (LE)) - The LE allows a Bidder to differentiate itself based on technical capability and understanding of Owner's specific needs (as demonstrated by the Bidder's industry past and present performance). Bidder should identify high performance claims based on expertise and experience, supported by verifiable performance metrics that show the Bidder capability specific to the products and/or services. All costs associated with technical capabilities explained in the LE Plan must be included in the Project Price Proposal.

ii. Overview of the Risk Assessment (RA) Plan – (Exhibit titled Risk Assessment Plan) – The Bidder should list and prioritize major risks that are caused by other stakeholders when providing the products/services and which could cause the Bidder's "vision" or "plan" to deviate or not meet the expectations of the Owner (i.e. risks that the Bidder does not control). This includes events, causes or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to Owner. Do not include in this submittal any risks caused by a lack of the Bidder's technical competency. The risks should be described in simple and clear terms so that non-technical personnel can understand the risk. Bidders must also explain how they will mitigate, manage, and/or minimize the risk. The supporting performance information can include how many times the risk was previously mitigated, and the impact on the performance of these instances in terms of customer

satisfaction.

iii. Overview of the Value-Added (VA) Section – (Exhibit titled Value Added Plan) - The Value-Added Plan provides a Bidder with an opportunity to identify any value- added options or ideas that may benefit Owner at a change in cost. These options or ideas may also be referred to as additional or optional services. Where applicable, the Bidder should identify: 1) what Owner may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information of previous projects. The Bidder should list the cost and time impact of its options or ideas. The ideas and associated costs identified in the Value-Added Plan must NOT be included in the Bidder's base Price Proposal .

iv. Interviews - The Bidders will be required to participate in an interview to evaluate expertise. This is not a presentation. Owner Selection Committee will interview the Key Bidder's Lead on the Interview date specified in the Project Procurement Schedule.

v. Clarification - The potential Best Value Bidder(s) will be required to complete the Clarification Phase as outlined in the Exhibit titled Clarification Phase Guide. The intent of this phase is to allow the Bidder(s) an opportunity to clarify its Bid, address any issues or risks, any concerns to be resolved, develop a Weekly Risk Report (see Exhibit titled Weekly Risk Reporting System Guide), and prepare a presentation for the Clarification Summary Meeting.

vi. Award - The final award(s) is (are) dependent upon the Bidder's Scope of Work (SOW) being acceptable to the Owner. An accepted Bid will result in contractual obligations. Any existing agreement(s) with the selected Bidder(s) are construed as representative of minimum terms and conditions between the Owner and Bidder(s). Any new or unique requirements as a result of the Bid may be added or amended to the existing agreements, at the Owner's sole discretion.

i The Exhibit titled State Expectations provides additional context and should be read prior to submitting a Bid.

H. Below is a tentative schedule for the procurement process including dates of events specific to the PIPS process. These dates are subject to change due to unforeseen events. Additionally, PIPS Bidder training may be viewed at any time via the following link: https://www.youtube.com/watch?v=fW5_KizupPs

ACTIVITY	Calendar Days from RFP Release	DUE DATE
Release RFP	0	Tues. July. 13, 2021
Deadline for Bidders to submit Questions	9 days	Fri. July. 23, 2021
RFP Response Due Date	28 days	Wed. Aug. 11, 2021
Interview (s)	40 days	Mon. Aug. 23, 2021
Notification of Prioritized 1st Best Value Supplier	41 days	Tues. Aug. 24, 2021
Clarification Phase, Kick Off Meeting	47 days	Mon. Aug. 30, 2021
Clarification Phase, Summary Presentation	47 days	Mon. Aug. 30, 2021
Contracting/Award	78 days	Thurs. Sept. 30, 2021

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 260:115-3-9[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.

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.

[3] 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 RULES[4] INCLUDING WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11[5]**. 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

[4] 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

[5] 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

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 Manual[6].

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,

[6] 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 260:115-3-13[7] 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.**[8] 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)[9].

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

[7] OAC 260:115-3-13 is located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00.

[8] OAC 260:115-3-11

[9] 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://omes.ok.gov/services/purchasing/vendor-registration.

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. 3400001726

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.