



**Solicitation#: 803000003**

**Solicitation Issue Date: 08/19/2020**

**DUE DATES AND TIME (CENTRAL STANDARD TIME):**

**Bid Response:**  
3:00 p.m. on 09/16/2020<sup>1</sup>

**Request for administrative review:**  
3:00 p.m. on 08/26/2020

**Questions:**  
3:00 p.m. on 09/02/2020

**CONTRACT TYPE:**

**Agency:**

**Statewide:**

**Agency Name/Number Statewide Virtual Charter School Board (803)**

**SOLICITATION TYPE:**

**Request for Proposal**

**Request for Quote**

**Invitation to Bid**

**Information technology Bidder Instructions are applicable:**

**Yes**

**No**

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

**HIPAA** N/A

**CJIS** N/A

**FERPA** X

**OTHER** N/A

**1075** N/A

**RETURN SEALED BID TO:**

OMESCPeBID@omes.ok.gov

**CONTRACTING OFFICER:**

**Name:** Darlene Saltzman

**Email:** Darlene.Saltzman@omes.ok.gov

**Phone No.** (405) 694-7016

<sup>1</sup> Amendments may change the Bid Response Due Date (read “Amendments” in these Bidder Instructions)

# Oklahoma Office of Management and Enterprise Services Bidder Instructions

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

## 1 Definitions

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

- 1.1 **Alternate Bid** means a Bid which contains an intentional substantive variation to a basic provision, specification, term or condition.
- 1.2 **Amendment** means a written change, addition, correction or revision to terms, conditions or requirements by the State agency issuing the Solicitation.
- 1.3 **BAFO** means a best and final offer requested by the State agency issuing the Solicitation.
- 1.4 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 1.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 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 Solicitation or a Bid. 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 document, include specific section references and avoid use of tables or special formatting (use simple lists).

## **B. Information Technology Bids**

- If information technology Bidder Instructions are applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications online. Questions received via any other means will not be addressed.
- 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 at 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 put such clarifications in writing. Bidder answers that are outside scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential Bidder is 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 submit a request for administrative review, in writing, to the Contracting Officer. 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 of technical or contractual requirements 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 error, 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<sup>2</sup>. 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 to the successful Bidder, 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. The Bid should not contain duplicative content. **Any section of the Bid Packet that is not applicable to the Bid shall have a page inserted to denote the section is not applicable.** For instance, if business references are not required, the Bid should contain a page after the "Business References" section heading that reads "Not Applicable", "N/A" or some similar notation.
- B. The Bid will be evaluated using a best value criteria, based on the following:
- Technical response
  - VPAT
  - Cost

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<sup>2</sup> OAC 260:115-3-9 is located at [http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=\\_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijjrgcln50ob7ckj42tbkdt374obdcli00](http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijjrgcln50ob7ckj42tbkdt374obdcli00)

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

Bidder must provide a brief narrative describing how offered solution is in compliance with each of the following specifications. Narrative must acknowledge and include whether the software is in complete compliance, partial compliance or not available with current solution.

For each component included in the bid, supplier must explicitly address: (1) capacity to produce, including prior experience, (2) software to be utilized, (3) licenses/renewable licenses, (4) technical support, (5) migration/consulting services, (6) timelines and implementation plan, and (7) base pricing by component and per unit.

Bidder must provide live links to actual or demo systems.

### C.1 Course Design and Development

1. Describe how national standards for K-12 quality online courses are addressed in the course design process.
2. Describe options used for testing or ensuring end user device compatibility with all software utilized in the course.
3. Explain techniques to import outcome sets and link across the platform to lessons and assessments in multiple courses.
4. Describe communication tools available to employ among various stakeholder groups (*e.g. students, parents, instructors, administrators*).
5. Describe tools available to engage 9-12 students in active learning and to provide student feedback. As applicable, describe content-specific tools (*e.g., automated essay scoring, virtual labs*).
6. Explain how course design tools provide functionality for differentiation.
7. Explain options for instructors to adapt learning activities to accommodate students' needs.
8. Describe how course-level modifications can be accommodated.
9. Supply an explanation of the variety of assessment tools available.
10. Explain protocols to ensure that online courses conform to the U.S. Sections 504 & 508 provisions for electronic and information technology as well as the W3C's Web Content Accessibility guidelines (WCAG 2.0) and Oklahoma's Information Technology Accessibility Standards. What tests have been applied to ensure accessibility compliancy?
11. Describe what protocols will be employed to ensure student information remains confidential, as required by the family Educational Rights and Privacy Act (FERPA).
12. Supply a description of procedures for reporting students' course progression, grade and other student information to the local school district, parents, and teacher of record.
13. Describe opportunities to embed rich media in multiple formats.
14. Explain tools in place to meet internationally recognized interoperability standards.

15. Describe tools available to solicit platform/course feedback from stakeholders.
16. Supply an explanation for tech support and course management assistance available for the agency, district, instructor, students. Describe how the course will be maintained and how updates and revisions to courses may occur.
17. Describe the features that may be used by district administrators, counselors, instructors, parents, and students.
18. Explain how user accounts may be created and deleted and how enrollment adds and drops can be performed.
19. Define the roles available in the system and the default permissions for those roles. Are the roles customizable?
20. Describe the reporting/data analytics tools and standard reports provided. Is customization available?
21. Explain how the interface is designed to be intuitive.
22. What mobile technology for the course is available? For what audiences (*e.g., instructors, students*).
23. Describe previous experience with development of K-12 online courses (*e.g., number of courses developed, grade levels addressed*).

## C.2 Professional Development

Describe protocols that could be employed to provide self-paced professional development (PD) for online instructors, facilitators, and district administrators. Topics for PD may include, but not be limited to:

- Meeting the needs of online students;
- Understanding the behavioral, social, and emotional aspects of the online learning environment;
- Utilizing a variety of communication modes to stimulate student engagement online;
- Ensuring academic integrity of students.

## C.3 Platform Branding and Marketing

1. Describe what functionality is available to provide effective branding for the platform.
2. Explain the elements of a marketing plan to promote the platform statewide.

## C.4 Platform Setup, Maintenance, Hosting

1. Describe the options available for hosting the application (vendor hosted, agency hosted, or other options). If agency hosting is an option, describe all hardware and software required to support the proposed solution.
2. What is the new release schedule? How often are major releases typically available?
3. Answer the following questions related to a Supplier-hosted system and an Agency-hosted system respectively. If either option is not applicable with your system, please answer N/A:

Supplier Hosted:

- a. Provide data showing system uptime and availability over the course of at least the last year.
- b. Provide estimates based on historical data regarding how much scheduled downtime can be expected.
- c. Indicate how clients will connect to your hosted servers (i.e. public Internet, TLS, SSL, point-to-point VPN, etc.)

- d. Indicate what part(s) of your system you offer to host (e.g. database server, Web server, etc.)
- e. Describe which standards or best practices you follow regarding the security of your hosting environment. Do you regularly undergo any industry standard, third-party audits and If so, how often?

Agency Hosted:

- a. Minimum server specification requirements
- b. Recommended server configuration (i.e. number of servers and their roles)
- c. Supported server operating system(s)
- d. Supported server database(s)
- e. Suppliers preferred method of gaining remote access to the server(s) for the purposes of support and maintenance.
- f. Describe the mechanism by which clients will connect to your systems server(s).

## C.5 Video Production

Describe protocols that could be employed to provide short, high-quality, engaging videos that may be used within the online courses and professional development modules or for program marketing purposes. Video topics may include, but not be limited to:

- Tips for successfully completing an online course;
- Platform and course orientation for students and instructors;
- How-to videos that demonstrate key tasks (*e.g., ethics and netiquette; communication protocols and seeking help; course/agency policies; accessing and utilizing reporting features*);
- Promoting the program and courses

## C.6 System Architecture/Functionality

1. Describe the proposed systems technology and infrastructure.
2. Describe the hardware, software, network (bandwidth), etc. required to run the application on a computing device.
3. Are there file size limits or quotas for the amount of content that can be uploaded?

## C.7 Reliability and Stability

1. How resilient is the product to hardware and software failure?
2. What levels of redundancy can be integrated into the system's architecture?
3. Can routine hardware maintenance be performed without disrupting the system availability to users?
4. How does the system degrade when the load becomes too much? What are the alerts and warnings that appear when this happens?

## C.8 Scalability

1. How is the system/product expandable and scalable?
2. As use grows, how is the system expanded so that the labor requirements and system downtime are not affected?

## C.9 Backup

1. What are the methods for backups?
2. What are the methods for recovery?
3. Describe how information is archived in the system.

## C.10 Disaster Recovery

1. How would the agency perform disaster recovery?
2. If you or a sub-contractor provides a hosted solution, describe the in-house disaster recovery procedures.

## C.11 Security

1. Describe the security measures in place to ensure only authorized members can see their secure information. For example: a teacher can only see the courses they are assigned to and the students who are enrolled in their classes.
2. What security protocols or standards are available to secure data collected and secure transactions protecting transmission of information?
3. What methods of authentication can be used?

## C.12 Quality Assurance

Describe the Quality Assurance process the software is run through to ensure the least number of bugs and issues are found in the product in a production environment.

## C.13 Support and Services

1. Describe the ongoing maintenance and support at all levels, which must include the support if the agency is the hosted solution (if applicable) or if a supplier hosted solution.
2. Does the system have 24x7 availability?
3. Describe the process of software configuration, potentially new software releases, and any software patches and updates.
4. Can software upgrades be provided as part of annual software maintenance?
5. Describe the help desk support model that is available.
6. Describe the types of training available to users. This shall include how the training is geared for the specific end user. Describe the post-implementation training that is provided, including costs for various alternatives.
7. What training materials are available? What training materials are included?

## C.14 Implementation - Work Plan

The supplier will provide a comprehensive sample plan for implementing each component for which a bid is



submitted. The plan should be detailed at the unit level, as applicable (*e.g., by course, by PD module, by video*). The supplier must specify the typical project timeline(s), and to the degree possible the tasks and activities that are to be undertaken, as well as identify responsibilities for the completion of each activity and task. Include key decision points and milestones, deliverables for each stage, and timelines for each stage.

## C.15 Supplier Qualifications

1. Professional and Technical Experience - Include resumes for any members of your organization who will be actively involved in leading the implementation.
2. Demonstration – Provide live links to actual or demo systems
  - D. As referenced in subsection 8.2.H, a VPAT; Security Certification and Accreditation Assessment (if vendor hosted); any supplier service level agreements; demo link and sample work plan are required to be included in the Bid.
  - E. Pricing shall be proposed as follows:  
To facilitate making fair comparisons between competing proposals, please provide a “base” price proposal that includes the cost of meeting the listed criteria for each component for which the bidder is seeking award. Pricing should be itemized for each deliverable at the unit level, as applicable (*e.g., by course, by PD module, by video*). If pricing for a given unit is variable (*i.e. course cost varies by content area*), explain the variation and provide the perimeters.
  - F. Business references are required to establish that a Bidder has successful implementation experience. 3 references must be provided and must not be from a person, company or organization with any interest, financial or otherwise, in the Supplier organization. The references must include:
    - Date of installation
    - Brief description on products and services
    - Client name and current contact person (name, phone, e-mail)
  - G. The following additional company information is required to be included in the Bid:
    - Length of time the Bidder has been in business;
    - A brief description of the company;
    - Company size and organization;
    - The number of years the Bidder has been providing software of the type requested;
    - The core competency of the company (*i.e., software, hardware, imaging, etc.*);
  - H. 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:
    - Company history;
    - Relationship to Bidder;
    - 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.

## 8.2 Bid Packet Format

### A. Section One: Cover Page

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 of Oklahoma 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, at 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 a Solicitation regarding 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 If the Bid Packet contains information the Bidder believes to be confidential, the Bid Packet shall be conspicuously marked on the outside to indicate it contains information considered confidential.

- ii Any portion of the Bid that the Bidder requests be held confidential shall be inserted in this section and the Bidder must specifically identify, on each page, the specific information considered confidential and otherwise fully comply with OAC 260:115-3-9<sup>3</sup> 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 INSERTED 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 marking the table “N/A”. 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 A clarification question is not an exception and any clarification included in this section will be disregarded.

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<sup>3</sup> OAC 260:115-3-9 is located at [http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=\\_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijurgcln50ob7ckj42tbkdt374obdcli00](http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijurgcln50ob7ckj42tbkdt374obdcli00)

- iii If the Bid contains a copy of existing 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 existing terms. Therefore, any exception to portions of the Solicitation or other related documents, other than General Terms must be included in this section as an exception.
- iv **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: Existing Terms between Bidder and State**

A copy of any existing 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 existing 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 and should not be included in other sections of the Bid.

## **H. 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 Contract and Bid specifications and requirements.
- If a VPAT is required, the URL link to the Bidder's VPAT shall be inserted in this section at the Bid Packet page referencing the VPAT.
- 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](https://omes.ok.gov/sites/g/files/gmc316/f/SecurityCertification-R_0.xlsx).
- 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.
- 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 Section 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 additional required company 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<sup>4</sup> INCLUDING**

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<sup>4</sup> Oklahoma Administrative Code Title 260, Chapter 115 is located at [http://www.oar.state.ok.us/oar/codedoc02.nsf/frnMain?OpenFrameSet&Frame=Main&Src=\\_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijurgcln50ob7ckj42tbkdt374obdcli00](http://www.oar.state.ok.us/oar/codedoc02.nsf/frnMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijurgcln50ob7ckj42tbkdt374obdcli00)

**WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11<sup>5</sup>.** A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Bidder Instructions.

- 9.2** Due to the COVID 19 outbreak, a Bid shall be submitted via email to [OMESCPeBID@omes.ok.gov](mailto:OMESCPeBID@omes.ok.gov). In person, commercial carrier or facsimile submittals shall not be accepted. The email Bid shall contain the Solicitation Number, Bid Response Due Date and Time in the subject line of the email. For all responses that are unable to be submitted via email due to size limitations, the vendor is requested to submit Via a Cloud Service such as Office 365. Bidder shall provide instructions on how to access this type of submission. The State is not responsible for incorrect link information or inability to access a submitted Bid.
- 9.3** Due to the COVID 19 outbreak, this subsection is intentionally omitted.
- 9.4** Due to the COVID 19 outbreak, this subsection is intentionally omitted.
- 9.5** Unless otherwise specified, (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 a document provided by the State in connection with the Solicitation 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 the reason(s) why 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.
- 9.6** 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.
- 9.7** 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.
- 9.8** 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/contract amount. 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<sup>6</sup>.
- 9.9** 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.

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<sup>5</sup> OAC 260:115-3-7 and OAC 260:115-3-11 are located at

[http://www.oar.state.ok.us/oar/codedoc02.nsf/frnMain?OpenFrameSet&Frame=Main&Src=\\_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijurgcln50ob7ckj42tbkdt374obdcli00](http://www.oar.state.ok.us/oar/codedoc02.nsf/frnMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijurgcln50ob7ckj42tbkdt374obdcli00)

<sup>6</sup> Statewide Accounting Manual is located at <https://omes.ok.gov/sites/g/files/gmc316/f/StatewideAccountingManual.pdf>.

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.

- 9.10 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.
- 9.11 For consistency of contract structure, certain State terms may be marked “Intentionally Omitted”. If so, no response is expected.
- 9.12 After review of a Bidder's submitted documents and information, the State may require additional terms in which customer data will be accessed, processed or stored by a Supplier.
- 9.13 Each Bid is required to include relevant information for a designated contact to receive notice, approvals and requests allowed or required by the terms of the Contract.

## 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, the Bidder shall submit a written withdrawal request to the State Purchasing Director in accordance with OAC 260:115-3-13<sup>7</sup> except that the request shall be emailed to the email address listed in Section 9 above, due to the COVID 19 outbreak.
- 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.**<sup>8</sup> Failure to comply with these Bidder Instructions may result in the

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<sup>7</sup> OAC 260:115-3-13 is located at

[http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=\\_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijurgcln50ob7ckj42tbkdt374obdcli00.](http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijurgcln50ob7ckj42tbkdt374obdcli00.)

<sup>8</sup> OAC 260:115-3-11

Bid being disqualified from evaluation. Unless opened for identification, Bids received late will be returned unopened in a timely manner.

- 11.2 A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements or limit the Bidder's liability to the State. Other possible reasons for rejection of Bids are listed in OAC 260:115-3-5 and 260:115-7-32(h)<sup>9</sup>.
- 11.3 Attempts to impose unacceptable conditions on the State or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of non-responsiveness of 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

Due to the COVID 19 outbreak, there will be no physical Bid openings at this time. Public Bid openings will be conducted on a per request basis via Zoom. 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 specified 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 if required by the State 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.

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<sup>9</sup> 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=\\_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijjrgcln50ob7ckj42tbkdt374obdcli00](http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijjrgcln50ob7ckj42tbkdt374obdcli00)



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 internal corporate policies. 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 that are not caused by the State, the State may, in its discretion, offer a successful Bidder a shorter contract term.
- 14.3 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.
- 14.4 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 not be considered and 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. 8030000003**

Term & Section	Language
General Terms, Pricing (Section 5.2, pg. 7) <b>EXAMPLE</b>	<p>Section 5.2 is deleted in its entirety and replaced with the following:</p> <p>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.</p>
Information Technology Terms, Appendix 1, Data Security (Section B.2, pg. 12) <b>EXAMPLE</b>	<p>Section B.2 shall be modified to add the following:</p> <p>Customer is responsible for Personal Data encryption when solely in the Customer’s possession.</p>