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| **Solicitation#:** 8300001183 **Solicitation Issue Date:** 7/16/2021 | |
| **DUE DATES AND TIME (CENTRAL STANDARD TIME):**  **Bid Response:**  3:00 p.m. on 10/19/2021[[1]](#footnote-2)  **Request for administrative review**:  3:00 p.m. on 7/29/2021  **Questions:**  3:00 p.m. on 8/16/2021 | |
| **CONTRACT TYPE:**  X  **Agency: Statewide:**  **Agency Name/Number** Department of Human Services/83000 | |
| **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 X**  **FERPA**  **1075 X** | **CJIS**  **OTHER** | | |
| **RETURN SEALED BID TO:**  Office of Management and Enterprise Services  ATTN: Teresa Terry  Solicitation 8300001183  2401 N. Lincoln Blvd., ste 116  Oklahoma City, OK 73105 | **CONTRACTING OFFICER:**  **Name:** Teresa Terry  **Email:** teresa.terry@omes.gov  **Phone No.** 405-521-2432 |

**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 Solicitation 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 of the Solicitation.
  2. Amendment means a written change, addition, correction or revision to the Solicitation 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 to the Solicitation.
  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.

## Instructions Compliance

## These Bidder Instructions are not part of the Contract resulting from the Solicitation; 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. Solicitation 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 any term or condition in the Solicitation or related documents constitute grounds for a claim after award of the Contract.

## Communications and Questions Concerning Solicitation

## 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.

## General Questions

* + 1. Questions should be concise, identify the document, include specific section references and avoid use of tables or special formatting (use simple lists).

## Information Technology Bids

## If information technology Bidder Instructions are applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning the specifications of the Solicitation 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.

* + 1. Non-Information Technology Bids

## If information technology Bidder Instructions are not applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning the specifications of the Solicitation at the Contracting Officer’s email address shown on the Bidder Instructions Cover Page. Questions received via any other means will not be addressed.

## 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.

## Administrative Review

## A Bidder that believes the Solicitation 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.

## If a Bidder fails to notify the Contracting Officer of an error, ambiguity, conflict, discrepancy, omission or other error in the Solicitation known to Bidder, or that reasonably should have been 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.

## Solicitation Amendments

## Any Solicitation 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 to the Solicitation 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[[2]](#footnote-3). 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 Solicitation Content

Unless otherwise provided in Section Four of a Bidder’s response to the Solicitation, 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 Solicitation 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.

## 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. 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.
     2. The Bid will be evaluated using a best value criteria, based on the following:
        1. Response to Specifications & Requirements
        2. Service Level Agreements
        3. Statement of Work
        4. References
        5. Additional Company Information
        6. Cost.
     3. In showing the ability of the Bidder to meet or exceed Solicitation specifications and requirements referenced in subsection 8.2.H, the Bid must provide a detailed narrative for each requirement on Attachment A to the Solicitation describing:

How the requirement will be met, including the implementation process, installation and/or configuration requirements including hardware and software requirements as applicable to the requirement;

Whether the requirement is met by an out-of-the-box solution or whether the requirement necessitates customization to the Bidder’s proposed solution;

What assurance of success the proposed approach will provide; and, when applicable,

What subcontractors and Key Personnel will support the requirement.

Identify any obstacles or recommendations with the existing server, system, data capacity, or process that the using agency (DHS or OSDH) may want to consider or plan for; that the using agency does not have now or is not using to its fullest capability which may expedite, assist, or otherwise facilitate a new system and data conversion.

Provide examples, samples, and or screenshots as applicable to the proposed solution.

The narrative should provide the State with sufficient information to differentiate the Bidder's from other Bidder’s approaches.

In addition, Bidder shall provide a detailed narrative addressing these specific questions:

* + - * 1. In addition to the functional requirements listed, the Bidder is encouraged to recommend for consideration any other uses of the ARU/Help Desk that would represent an effective and economical application of this technology.
        2. Bidder can list additional features that would be included in the price bid that were not required, by program (General, SNAP, Time & Attendance, Debit Card/Direct Deposit, and WIC).
    1. As referenced in subsection 8.2.H, a VPAT; Security Certification and Accreditation Assessment; service level agreements for each using agency, and a proposed first draft of the Statement of Work for each using agency, are required to be included in the Bid.

Service Level Agreements must include:

Standard daily cutoff time for EBT transaction processing.

Bidder’s definition of a settlement day (requirement 57.e - Deposit File – Deposit File Processing Rules)

Bidder must clearly state the timeframe after receipt of the deposit files when funds will be posted to the cards and available for cardholder use. Availability dates can be in the past, current date or future dated.

System cut-off time for debit cards, direct deposit, and transitioning from direct deposit to debit card for ACH rejects.

Wire processing windows available to the State and what banking days are available for deposits to cardholder’s accounts and ACH accounts.

Bidder shall provide a detailed flow chart, including timelines, of the daily processing schedule from start to finish.

For DHS Only: Procedures and reports for meeting SNAP program reconciliation requirements of 7 CFR §274.12(j)(1)(i)consistent with FNS reconciliation guidance of November 1999 and reconciling the following:

Client account daily beginning balance and net draws versus the ending balance;

Client net redemptions versus retailer/acquirer settlement values;

Total funds entering, exiting, and remaining in the system each day;

Total net change in system-wide obligations outstanding to the sum of the net change in obligations outstanding for the SNAP Program;

Total net change in system-wide obligations outstanding to the sum of the net change in obligations outstanding for all state and federal agencies;

The net settlement value of all transactions to the sum of the net settlement values for the SNAP Program; and,

The net settlement value of all transactions to the sum of the net settlement value for DHS.

For DHS Only: Procedures and reports used to assist the State to reconcile benefits posted to the household accounts on the central host computer with Issuance Authorization files consistent with the requirements at 7 CFR §274.12 (j)(1)(i).

Procedures and reports detailing how the Supplier will maintain audit trails throughout the reconciliation and settlement processes.

Incident Management and Problem Escalation

Procedures for incident management resolutions and problem escalation for the proposed solution. Procedure must show how the Bidder will address problem situations as they occur and timeframes for resolution and levels of escalation during the performance of the contract.

Describe reporting methods and available options.

Repair/restoration status updates for different types of problems.

The maximum duration that a problem may remain unresolved at each level before automatically escalating to higher level for resolution.

Circumstances in which the escalation will occur in less than the normal timeframe.

The nature of feedback on resolution progress, including the frequency of feedback.

Identification of and contact information (name; title; address; telephone and fax numbers; and e-mail address) for progressively higher levels that would become involved in resolving a problem.

Contact information (same as above) for persons responsible for resolving issues after normal business hours (i.e., evenings, weekends, holidays, etc.) and on an emergency basis.

Process for updating and notifying the using agency Contract Monitor of any changes to the Problem Escalation Procedure.

Telecommunications Network: Provide a detailed narrative describing the number of lines, types of modems, flexibility in responding to changes in inquiry, input and output volumes, redundancy, transmission rates, security features, protocols supported, and network description to include the number of other network uses and how the project will be prioritized. Bidder should provide examples, samples, and or screenshots as applicable to the proposed solution.

Performance Standards

Describe procedures in place to assure performance and quality assurance standards contained in this RFP are met; provide for exception reporting to monitor compliance; and procedures for handling exceptions.

Provide monthly statistical and provider help desk reports on all current state projects nationwide for the current month and previous two (2) months.

Clearly define the circumstances and /or occurrences and allotted timeframes that will be used to determine the EBT system is unavailable. An amount of time defined in hours and minutes must be specified. Describe the process by which retailers will be notified that “stand-in” processing is in effect, as well as how these transactions will be processed and settled.

Describe procedures for responding to client reports of malfunctioning or defective equipment at retailer sites, including both EBT-only POS devices and retailer owned devices.

Describe how data maintained off-line is retrieved, timeframes and any associated costs for retrieval.

Describe how cardholder complaints and disputes are resolved and the timeframes associated with the process. List the types of issues you anticipate and explain how each will be resolved.

Call Center Location and Operating Hours. Preference will be provided for a call center located in the United States.

Describe how authorizations for Food Stamps, Debit Cards, and WIC transactions are handled during short-term outages, when switching over to the central host processing back-up site is not considered appropriate. Define what constitutes a “short-term” outage.

Describe alternate means of handling client, retailer, and provider inquiries should the primary Call Center be unavailable.

Describe how the Bidder will notify the State, retailer and/or provider communities that an outage is occurring, and if alternate means of authorizations are currently in place.

* + - * 1. Statements of Work must include:

Project Management Plan that includes:

Details on the intended project management plan and project control methods that clearly illustrate and explain how the Supplier proposes to manage the project, control project activities, report progress, ensure required staffing, relate and report to the State, respond to requests by State, and interact and coordinate with other involved entities;

Description of industry standards followed;

Tools and processes used;

How those tools and processes were applied on past projects. Tools can be defined as those “things” (e.g., systems, software, or documents) that are used in carrying out an activity or process;

How the Bidder will coordinate and communicate with subcontractors or sub-units of the Bidder's organization, and the State to ensure effective integration of services

Description of the proposed lines of authority and responsibility, including a description of the decision making authority the Bidder's Project Manager(s) will have within the organization in relation to this EBT project;

A description of the Bidder’s expectations of the State’s involvement in project decision-making

Proposed escalation process for resolving problems as they arise, including the name and contact information for each position in this process and proposed timeframes for response times when an issue is escalated

Description of a process for review, revision, and sign off of planning documents, testing processes, and other deliverables

Proposed change management plan, to be approved by the State.

Staffing Plan (Key Positions)

 Provide the number of key positions proposed in each phase of this project.

Provide a table listing job titles, the employee, work location, major responsibilities for each key position, and whether the individual is a current employee of the Bidder, whether the position will be subcontracted, and whether the position is currently filled or will need to be hired.

If any of the proposed Key Personnel, including the Project Manager(s) is not currently in the employ of the Bidder or a subcontractor, a letter of intent to accept employment shall be included in the response.

Provide a project staffing organization chart showing all proposed personnel by job title and lines of supervision for the Bidder and each subcontractor for this project.

Identify whether other States will share the position during the time the position will be assigned to Oklahoma, at what stages of the project will the position be shared, and identify what other States will share the position.

Provide percentage of time that will be spent on this project for each phase.

Provide a resume for each position identified in the Key Personnel section. Resumes shall not exceed two (2) pages in length: each resume shall include: name, physical location, training, role suggested for this project, education, employment history, current projects working on, and experience related to role with name, dates, and brief description of project.

Preference will be provided for staff with successful past experience in converting SNAP systems and operating SNAP, Time & Attendance systems, Debit Card systems, and/or e-WIC.

Preference will be provided for a Project Manager that resides in the State of Oklahoma.

Preference will be provided for proposals that provide a Project Manager for each program (SNAP, Time & Attendance, Debit Card/Direct Deposit, e-WIC).

Work Plan

The Bidder shall submit separate Work Plans for DHS and OSDH that defines the phases of the project as outlined in this RFP.

The Work Plan shall be calendar-based, including a Gantt chart, and summarize the work through conversion, including data migration from the existing systems, providing proposed project timelines, due dates, reports, milestones, agency staff time or other resources required to support the project and quality assurance measures to complete each phase of the project for each State program.

Due to the many possible factors impacting the timeline required for the design, development, and transition to the new system, the Bidder shall define resourcing, the anticipated timelines and estimated completion dates for the project deliverables within each phase in the Work Plan.

The timeline shall clearly specify timeframes which will be required for each task and shall include adequate time for all required state and federal approvals.

The Bidder’s work plan shall take into account the order the programs will be implemented and the need for multiple reviews of documents to accomplish a go-live by September 10, 2022.

The State intends on implementing/converting the DHS systems listed within this RFP in the following order, with the OSDH WIC system implemented simultaneously with the DHS system:

SNAP

Time & Attendance System (Daycare)

Debit Card/Direct Deposit

Bidder’s Work Plan shall include significant detail describing and explaining its rationale for conversion strategies, conversion risks and risk mitigation measures throughout the project work plan.

Bidder will provide a detailed risk-analysis showing all internal and external variables that could impact the conversion from the current Supplier to the new Supplier, and provide specific risk mitigation strategies for each phase to assure the project is completed so that operations may begin on schedule without disruption of service to clients, providers, retailers or DHS or OSDH county offices.

Planning for end of contract transition out is as critical as the beginning of the contract transition in. As part of the Work Plan, the Bidder shall lay the groundwork for the transition out at the end of the contract in conformance with the requirements of this RFP.

Specifically, the work plan shall include timeframes and deliverables that the Supplier shall perform and project documents the Supplier shall provide to ease the transition to a new Supplier.

 In addition, the Supplier shall propose a process which ensures adequate coordination between the existing and new Supplier to minimize the risk of any disruption of service to clients, retailers or the State.

The Supplier shall provide specific assurances that it will cooperate fully and maintain historic staffing levels during the transition out.

* + 1. Pricing shall be proposed as follows:
       1. Bid prices shall be fixed for the life of the agreement.
       2. No additional costs will be paid or reimbursed to the Supplier.
       3. The Supplier is solely responsible for payments to sub-contractors.
       4. Using the information in this RFP, the Bidder shall propose the total price to provide EBT services statewide for each using agency for the life of the contract.
          1. Estimated total price for the life of the agreement;
          2. Estimated total price for each year of the agreement; and,
          3. Narrative explaining assumptions used in arriving at maximum total price by year.
       5. The bid prices for services as specified in this RFP shall be used to calculate the estimated total price for the agreement and each year of the agreement.
       6. Pricing shall be provided using the forms attached to this RFP as Schedules 1, 2, and 3.
          1. Schedule 1: DHS

Schedule 1-A: DHS EBT Start-Up Costs

Schedule 1-B: DHS EBT Maintenance Costs

Schedule 1-C: DHS EBT Replacement Equipment Costs

Schedule 1-D: DHS EBT CPCM

Schedule 1-E: DHS Debit Card/Direct Deposit Pricing Schedule CPD

* + - * 1. Schedule 2: OSDH

Schedule 2-A: OSDH e-WIC Start-Up Costs

Schedule 2-B: OSDH e-WIC

* + - * 1. Schedule 3: State of Oklahoma Additional Professional Services
        2. Bidder shall attach a narrative explaining the costs included within each component and assumptions used to arrive at the costs. Proposals that do not include a narrative with clearly stated assumptions for each price schedule will be rejected.
        3. The State will reject any cost proposal that is incomplete or which contains inconsistencies, blanks or inaccuracies.
        4. Startup costs for System Development and System Transition, the State will pay a fixed price for system implementation and transition costs from the current Supplier’s EBT system to the new Supplier’s EBT system.

Schedule 1-A: DHS milestone payments will be based upon completion and acceptance of each system:

30% upon successful completion of the RFP requirements for SNAP and conversion of the program from the current Supplier to the new Supplier

40% upon successful completion of the RFP requirements for Time & Attendance and conversion of the program from the current Supplier to the new Supplier.

30% upon successful completion of the RFP requirements for debit card/direct deposit and conversion of the program from the current Supplier to the new Supplier.

The Supplier shall provide implementation costs within the defined categories as follows applicable to the program:

EBT System Design and Development

EBT-only Terminal Conversion Costs

Provider POS Conversion Costs

EBT Database Conversion Costs

Flat Card Printer Conversion Costs

Schedule 2-A: OSDH milestone payments will be based upon completion and acceptance of:

40% upon successful completion of the Development phase; and,

60% upon successful completion of all remaining RFP requirements for e-WIC and conversion of the program from the current Supplier to the new Supplier.

For all programs, successful completion shall include using agency acceptance of the system acceptance test, sign-off by the applicable State and Federal agencies, and all other project tasks, activities, milestones, and deliverables through conversion.

* + - * 1. DHS EBT services provided on a monthly basis for SNAP and Time & Attendance shall be expressed in terms of Cost per Case month (CPCM) using Schedules 1-C and 1-D.

CPCM represents the fixed cost to deliver all services to an active single case for one month. An active case for each program is defined in the agency-specific terms and conditions (Attachments C-1 and C-2).

Bid prices shall include all costs associated with operation of the EBT system as listed within this RFP.

Pricing will be volume based (“tiered”) dependent upon the total actual number of active cases on the EBT system, which should be used to cover fluctuations in the case volumes.

Location of call center that affects pricing must be noted in the Cost per Case Month. Pricing for all call center requirements, listed throughout the RFP, shall be included in the corresponding programs Cost per Case Month (CPCM).

CPCM pricing for Options listed in Schedule 1-C and 1-D, to be priced as an increase or decrease to the Base CPCM cost:

Option 1: Design and Development Picture Printers & Software: Increased cost to CPCM for the rental and maintenance of printers with pictures capabilities.

Option 2: Increase cost for Supplier to mail replacement card to the CPCM.

Increase cost to CPCM for the rental and maintenance of POS and biometric readers. Provide a price and recommend POS terminals that will allow for biometrics, in the event we choose to go with biometrics.

Purchase of new VeriFone 510 POS terminals or a replacement terminal that is at least equivalent to this device in terms of functions, features, and technical compatibility in the event that additional terminals may be needed.

Additional wireless terminals for Farmers Markets which have the ability to process EBT as well as debit transactions. We are open to alternative equipment in addition to the Vx680 currently used. Provide description of equipment. The need for these additional terminals is dependent on the availability of federal and/or state funding for wireless processing at Farmers Markets.

* + - * 1. Supplier should use the pricing table contained in Schedule 1-E, to reflect Cost Per Deposit (CPD) pricing for the EBT contract. Deposit counts shall be the total deposits made against cases on the Supplier's Debit Card/Direct Deposit system for the billing month The State will not accept cost proposals that specify costs to the State to implement or operate the Debit Card/Direct Deposit in addition to the Cost Per Deposit pricing.

Cardholder Fee Schedule- The Bidder shall provide a pricing schedule that clearly states no fees or surcharges will be charged to cardholders or that itemizes the individual costs and fees associated with this program that will be borne by the cardholder, e.g. ATM withdrawal fee.

The Bidder shall clearly describe any terms associated with how the fee would be assessed. For example, whether a particular fee would only be charged after some number of withdrawal transactions or whether a particular fee would be waived under certain conditions or situations.

The Bidder shall also indicate any changes to the amount of the fee depending on volume. The price breaks shall be stated in terms of total dollars loaded to all debit cards in use by the State.

The Bidder shall define in this Section the number of free ATM transactions available per month and the per transaction fee that will be assessed to the Client for transactions that exceed the available free transactions.

The maximum fee that can be charged to clients is capped at $0.85 per successful cash withdrawal transaction beginning after the free cash withdrawals in any given month.

The State is interested in our cardholders receiving at no cost or the lowest possible cost the set of services associated with use of the card. These services would include but not limited to: point of sale use, point of sale with cash-back use, ATM access to cash, teller access to cash and balance inquiry by telephone and ATM. Cardholder costs will be taken into consideration when cost proposals are evaluated. Cost proposals that provide for costs to the State in lieu of cardholder costs shall not be considered.

Bidder shall describe the extent of surcharge-free ATM access available to the cardholders.

Bidder shall identify and describe the costs and/or surcharges imposed for use of non-network ATMs that will be passed on to cardholders Additional points will be awarded based on the lowest fees or surcharges and the highest number of surcharge- free ATM sites.

Bidder shall provide a schematic of ATM’s and branch location that offer free/surcharge fee withdrawals across the state.

Bidder shall identify the locations (by State and town) of all in-network (non-surcharge) ATM’s available for use by the cardholder in the State.

Preference will be given for proposals that include options that benefit the cardholder i.e. banking, unused no-charge ATM withdrawal rights for future use etc. Describe such options included in the proposal at no additional cost.

Bidder shall identify the physical locations for bank teller cash-back access (by town) and any minimum withdrawal limits that would be imposed.

* + - * 1. Schedule 2-B e-WIC Monthly EBT Cost: Total cost for the final phase will be based on a set cost per active family household. Active family household is defined in Attachment C-2.
        2. Schedule 3 Professional Services contains the hourly rate pricing that would be charged to the State for professional services such as a system enhancement request to support new functionality, ad hoc reports, or for offline data retrieval. A per hour price should be provided for each labor category contained in the pricing table, by program, and any other labor category not included within the table, but proposed by the Bidder to be included in the contract.
        3. Optional Costs. Costs listed in this section are additional products or services that may be purchased by the State during the agreement period, and will not be included in the estimated maximum contract price or included in the cost evaluation. As applicable, itemize implementation/start-up costs, equipment specifications and costs, and ongoing/maintenance or operational costs.

Exhibit 1-C (Time & Attendance, specification 12):

Provide additional options for POS solutions that do not require analog phone lines or other updated technology options not specified.

Bidder may recommend POS equipment that will at a minimum accommodate digital, rotary, pulse dialing and internet and voice over IP without an increased cost.

* + - * 1. Added Value: Bidder should list any incentive programs provided at no cost to the State.
        2. Alternative Pricing - The State will consider any suggestions or recommendations the Bidder wishes to propose to reduce costs to the State and cardholders. The Bidder may submit an alternate bid detailing any pricing options proposed as alternative pricing schedules.

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* + 1. Three (3) business references from a customer receiving comparable services. One must be the most recently converted customer. One must be the state with the most EBT programs.
    2. Three years of audited financial statements are required to be included in the Bid. If the Bidder is a subsidiary of another entity, the last three (3) years’ audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Bidder who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.
    3. 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. A business structure organizational chart. Each organizational chart should include a header with the name of the entity, the entity’s relationship to the project (Bidder or subcontractor), and the entity’s functional role in the project (e.g., transaction processor, retail management, etc.).
       5. The number of years the Bidder has been providing EBT solutions of the type requested in the Solicitation;
       6. Description of Bidder’s experience in developing, implementing and managing financial systems such as EBT, Debit Card, and financial network services, transaction/data processing, etc. Bidder's experience combined with that of any subcontractor must demonstrate the capability to successfully meet the requirements of this RFP.
       7. Description of Bidder’s experience and qualifications that prepared it to execute an on-time conversion of EBT services from the existing Supplier to the Bidder's EBT system with no disruption of service to clients, providers, retailers or the state.
       8. The core competency of the company (i.e., software, hardware, imaging, etc.);
       9. User Group meetings or conferences and the location of meetings in the past;
       10. Number of clients;
       11. Average client size ; and
       12. Locations where the Bidder’s EBT solution has been deployed, including the length of time since the go-live date.
       13. The Bidder shall disclose, and be evaluated on, if they or any subcontractors have been involved in any EBT litigation during the past five years or must state if there has been no litigation. Bidder shall provide details if the litigation has been mutually resolved or is currently unresolved.
       14. The Bidder must identify for all projects undertaken for the past five years any claims, disputes, or disallowances imposed by any funding agency, including but not limited to notices of default, unsatisfactory performance, administrative protests, or other action, involving state or federal government and private companies that relate to the quality or performance of EBT, Debit Card, or related services for any local, county, state or federal government agency, public or private association, or private entity, judgments or decisions from courts-of-law or the Bidder’s proposal must state that there have been no such claims, disputes, or disallowances.
       15. Bidder must identify any assignments, contractual obligations, or litigation that might affect this work in addition to the disclosures listed above.
       16. Provide a detailed narrative describing any processes in place to prevent the use of relocated equipment, replication of government supplied equipment, the capabilities to detect, monitor, and report such abuses.
       17. Regardless of the branded card the Bidder proposes and the debit card system used, the Bidder must provide documentation that it complies with 12 CFR 205 Regulation E: Electronic Funds Transfers, and assume all responsibility for the product.
       18. Describe policies, procedures business rules, processes, and timelines in place for dispute resolution when a cardholder transaction is disputed.
       19. Bidder shall include a description of the card distribution process for new cards.
       20. Bidder shall provide a detailed narrative for the proposed solution’s card replacement process and state the number of years a card is valid before expiration.
       21. Bidder will demonstrate its ability to generate management, statistical and support reports to the State by providing sample summary and detailed reports, in the following categories:

General

SNAP

Time & Attendance

Debit Cards

WIC/e-WIC

Project Management/Implementation/Conversion Services

* + - 1. The Bidder in its response to this RFP shall state its preferred method for distributing reports.
      2. The Bidder shall provide in its response the process to be used to request ad-hoc reports and the expected timeframe in which requests will be satisfied.
      3. Bidder shall provide a brief narrative describing the methods used to protect information pertaining to payee accounts and the methods it employs to detect attempts to gain unauthorized access to its systems with intent to committing fraud upon the State or its cardholders. Bidder should provide any applicable examples, samples, and/or screenshots.
      4. Bidder shall submit examples of all materials that will be sent to the cardholder at card issuance.
      5. Bidder shall include instructional material for State staff on the use of the on-line web based enrollment functionality.
      6. Bidder shall provide a narrative describing:

The process or methods for notifying the State and cardholders of policy or procedure changes that affect cardholders

How errors (provide specific examples of errors) are resolved and timeframes associated with the process.

Detail all other services the Bidder will provide to Cardholders.

Describe the process for accessing the client portal and how Cardholders will navigate through the portal. .

Describe any other types of transactions supported in addition to those specified in the Solicitation.

Describe the transaction processing process.

Describe procedures for handling overpayments.

DHS Only: Describe any limitations placed on the Cardholder, such as amount available to withdraw daily, number of transactions permitted daily and minimum withdrawal amounts at teller windows.

* + - 1. Performance Bond: Supplier shall provide a performance bond in an amount of $6,000,000.00 for each agency. Supplier shall provide the performance bond to the Contracting Officer ten (10) calendar days prior to the contract begin date. The form of bond required shall be the standard form of performance bond such as is usually and customarily written and issued by surety companies licensed and authorized to do business in the State of Oklahoma. After securing the performance bond, it shall be the responsibility of the Supplier to notify the issuing surety company of any change of circumstance. The bond will be used in the event of insolvency or failure by the Supplier for any reason, to fulfill its obligations under the contract. After notification of default procedures, collection against the Supplier's bond may be instituted for the amount of damage incurred. Actions against this bond are in addition to any other remedies specified in the Terms and Conditions or the Performance Standards and do not constitute a waiver of any additional remedy.
    1. 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;
       4. Detailed narrative describing the entity’s role and responsibilities for the State of Oklahoma EBT projects; and,
       5. 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.
       6. Last three years’ audited financial statements.

1. Each Bidder must submit two (2) electronic copies of the Bid on flash/thumb drive in a “machine readable” format. One (1) flash/thumb drive shall be marked as the original and will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. Each Bid must be submitted in a sealed envelope, package, or container. The bidder is allowed to tag the flash/thumb drive to identify the bidder and if it is the original or a copy.

Must be received prior to the bid close date and are to be sent to the following address:

Central Purchasing

2401 N. Lincoln Blvd., Suite 116

Oklahoma City, OK 73105

* 1. Bid Packet Format

## Section One: Cover Page

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 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 Solicitation Amendment, if any, by inserting the Solicitation Amendment in this section, signed by or on behalf of the Bidder.

## 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[[3]](#footnote-4) 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 in a Solicitation, 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.**

## Section Four: Requested Exceptions to Terms

**i**  Any requested exception or revision to terms associated with the Solicitation 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.

## 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 related to the Solicitation 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 A SOLICITATION, 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.

## 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.

## 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.

## Section Eight: Response to Solicitation Specifications and Requirements

## The portion of the Bid to be inserted in this section shows the ability of the Bidder to meet or exceed Solicitation 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>.

* + - 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 Section 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 additional required company 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[[4]](#footnote-5) INCLUDING WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11[[5]](#footnote-6). 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 in a single envelope, package or container and shall be sealed. E-mailed or facsimile Bid submittals shall not be accepted. THE BID SHALL BE LABELLED TO THE ATTENTION OF THE CONTRACTING OFFICER IDENTIFIED ON THE BIDDER INSTRUCTIONS COVER PAGE AND THE SOLICITATION NUMBER AND BID RESPONSE DUE DATE AND TIME ARE REQUIRED TO BE ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE OR CONTAINER. The legal name and complete address of the Bidder shall be placed in the upper left corner of the single envelope, package or container.

## Each Bidder must submit two (2) copies of the Bid and is highly encouraged to submit its Bid on a thumb drive in “a machine readable” format, meaning the Bid can be automatically read and processed by a computer. One (1) copy of the Bid shall be marked as the original and will be considered the official Bid for all purposes, provided however, should the copy marked as original be lost, damaged or destroyed, the second copy will then be considered the official Bid. Thus, it is imperative that the two Bid copies are identical. The State shall have no liability or responsibility for any difference between the two Bid copies. All Bids shall be legibly written or typed. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.

## Pursuant to OAC 260:115-3-7, in addition to other instructions pertaining to samples, if the Solicitation requires or allows submission of a sample with a Bid, the cost associated with the sample shall be paid by the Bidder. Any sample must be received no later than the Bid Response Due Date and Time and each sample must be identified by Bidder name, Bidder address, Solicitation Number and Bid Response Due Date and Time on both the sample container and the sample shipping container. If return of a sample is stipulated in a Bid, if not destroyed by testing, the sample may be returned at the Bidder’s expense except the State Purchasing Director may retain a sample submitted by a successful Bidder to ensure products or items delivered meet the Solicitation specifications.

## 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 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 of the Solicitation 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 Solicitation.

## Bids shall remain a firm offer for a minimum of one hundred twenty (120) days after the Bid Response Due Date. Any usage amounts set forth in the Solicitation are estimates and are not guaranteed to be purchased.

## Unless the Solicitation specifies 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/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[[6]](#footnote-7).

## 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 Solicitation

## 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 related to a Solicitation in which customer data will be accessed, processed or stored by a Supplier.

## 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.

## 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[[7]](#footnote-8).

## 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 ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

* 1. 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 on the (i) upper left corner of a single envelope, package, or container in which the Alternate Bid is submitted and (ii) Alternate Bid Cover Page. If more than one Alternate Bid is submitted, the identification on the envelope, package or container 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. Failure to comply with these Bidder Instructions or Solicitation requirements 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 of the Solicitation 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)[[8]](#footnote-9).

## 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 due to lack of compliance with the terms and conditions of negotiation or the Solicitation.

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

## Whenever the terms “can”, “may”, or “should” are used in the Solicitation, 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

## Sealed Bids may be opened upon public request at the time and date specified herein as the Bid Response Due Date and Time.

## 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 if required by the State 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 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.

## 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.

## 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.

## The requirements of the Solicitation 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 the terms and conditions set forth in the Solicitation. Any information offered outside the scope of the BAFO request will not be considered and will be disregarded.

## Award of Contract

## As specified in a Solicitation, 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 resulting from the Solicitation.

**BID PACKET SECTION FOUR: REQUESTED EXCEPTIONS TO TERMS**

**SOLICITATION NO. [INSERT #]**

|  | |
| --- | --- |
| **Term & Section** | **Language** |
| General Terms, Pricing  (Section 5.2, pg. 7)  **EXAMPLE** | Section 5.2 is deleted in its entirety and replaced with the following:  Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price. Travel expenses include, but are not limited to, lodging, transportation and meal expenses. |
| Information Technology Terms, Appendix 1, Data Security  (Section B.2, pg. 12)  **EXAMPLE** | Section B.2 shall be modified to add the following:  Customer is responsible for Personal Data encryption when solely in the Customer’s possession. |
| Information Technology Terms, Source Code Escrow  (Section 9, pg. 5)  **EXAMPLE** | Section 9 is deleted in its entirety. |
|  |  |
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1. Amendments to the Solicitation may change the Bid Response Due Date (read “Solicitation Amendments” in these Bidder Instructions) [↑](#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. 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-4)
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](http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00_) [↑](#footnote-ref-5)
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](http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00_) [↑](#footnote-ref-6)
6. Statewide Accounting Manual is located at <https://omes.ok.gov/sites/g/files/gmc316/f/StatewideAccountingManual.pdf>. [↑](#footnote-ref-7)
7. 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-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)