# Solicitation

**1. Solicitation#: 3400001587** **2. Solicitation Issue Date: June 6, 2018**

**3. Brief Description of Requirement:**

The Office of Management and Enterprise Services on behalf of the Oklahoma State Department of Health is issuing an RFP for the Public Health Laboratory to perform a variety of tests, including, but not limited to, Salmonella serotyping, Cystic Fibrosis, respiratory pathogens and common GI pathogens.

**4. Response Due Date:** June 26, 2018 **Time:** 3 p.m. Central Time

**5. Issued By and Return Sealed Bid To:**

Office of Management and Enterprise Services
ATTN: Darlene Saltzman
5005 N. Lincoln Blvd., Ste. 300
Oklahoma City, OK 73105

**6. Contracting Officer:**
**Name:** Darlene Saltzman
**Phone:** 405-694-7016
**Email:** darlene.saltzman@omes.ok.gov

**Communications Concerning Solicitation**
The contracting officer listed on the cover page of this solicitation is the only individual in which the bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the bidder response being considered non-responsive and not considered for further evaluation.

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# A. GENERAL PROVISIONS

The following provisions shall apply where and as applicable to this Solicitation.

## A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

**A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.

**A.1.2.** "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.

**A.1.3.** "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.

**A.1.4.** "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.

**A.1.5.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.

**A.1.6.** "COTS" means software that is commercial off the shelf.

**A.1.7.** "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.

**A.1.8.** "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.

**A.1.9.** "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.

**A.1.10.** "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.

**A.1.11.** "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.

**A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.

**A.1.13.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.

**A.1.14.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.

**A.1.15.** "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.

**A.1.16.** "State CIO" is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.

**A.1.17.** "Solicitation" means this document inviting Bids for the Acquisition referenced herein.

**A.1.18.** "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.

**A.1.19.** "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

## A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a Bid to this Solicitation:

**A.2.1.** The Bidder certifies that the Bidder and its principals or participants:

**A.2.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;

**A.2.1.2.** Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; or for violation of federal or

state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

**A.2.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and

**A.2.1.4.** Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

**A.2.2.** Where the Bidder is unable to certify to any of the statements in the certification above, Bidder shall attach an explanation to the Bid.

## A.3. Bid Public Opening

Sealed Bids may be opened upon public request at the time and date specified herein as the Closing Date and Time.

## A.4. Late Bid

Bids received by the State after the Closing Date and Time shall be deemed non-responsive and shall not be considered for any resultant award.

## A.5. Legal Contract

By submitting a Bid to this Solicitation:

**A.5.1.** Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.

**A.5.2.** The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.

**A.5.3.** Any Contract Document related to this Solicitation shall be legibly written or typed.

**A.5.4.** All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

## A.6. Pricing

**A.6.1.** Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.

**A.6.2.** Bidders guarantee unit prices to be correct.

**A.6.3.** 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.

**A.6.4.** All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

## A.7. Firm Fixed Price

Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

## A.8. Pricing Requirements

If Bidder pricing does not meet requirements of the section herein titled Price and Cost, the Bid may be considered non-responsive.

## A.9. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in this Solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). However, if a Bid is based on equivalent products, indicate on the Bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their Bid. Reference to literature submitted with a previous Bid shall not satisfy this provision. The Bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

## A.10. Rejection of Offer

The State reserves the right to reject any Bids that do not comply with the requirements and specifications of this Solicitation. A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of this Solicitation or limit the Bidder's liability to the State. Other possible reasons for rejection of Bids are listed in OAC 260:115-7-32.

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 this Solicitation.

## A.11. Award of Contract

**A.11.1.** 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 of Oklahoma.

**A.11.2.** Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.

**A.11.3.** In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the website at the following link: https://www.ok.gov/dcs/vendors/index.php.

**A.11.4.** It is the preference of the State to award to a single Bidder. However, the State reserves the right to award to multiple Bidders when it has been determined to be in the best interest of the State.

## A.12. Contract Modification

**A.12.1.** The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State.

**A.12.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by OMES - ISD in writing, or that is made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written Amendment, shall be void and without effect, and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

## A.13. Delivery, Inspection and Acceptance

**A.13.1.** All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.

**A.13.2.** Supplier shall be required to deliver products as offered on or before the required date. Deviations, substitutions, or changes in the products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

## A.14. Invoicing and Payment

**A.14.1.** Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.

**A.14.2.** State Acquisitions are exempt from sales taxes and federal excise taxes.

**A.14.3.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

**A.14.4.** Payment terms will be net 45.

**A.14.5.** Additional terms which provide discounts for earlier payment will be evaluated when making an award. Additional terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a valid invoice. An invoice is considered valid if sent to the proper recipient and goods or services have been received.

## A.15. Audit and Records Clause

**A.15.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.

**A.15.2.** The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

## A.16. Non-Appropriation Clause

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier.

## A.17. Choice of Law and Venue

**A.17.1.** Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.

**A.17.2.** Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

## A.18. Termination for Cause

**A.18.1.** The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.

**A.18.2.** The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.

**A.18.3.** If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

## A.19. Termination for Convenience

**A.19.1.** The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Supplier upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.

**A.19.2.** If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

## A.20. Insurance

The Supplier shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:

a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.

b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than $1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage;

c) Automobile Liability Insurance with limits of liability of not less than $1,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;

d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than $1,000,000 per claim and in the aggregate; and

e) Additional coverage required by the State in writing in connection with a particular Acquisition.

## A.21. Employment Relationship

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Interlocal Entity and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

## A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a Bid to this Solicitation, the Bidder certifies that it is registered and participates in the Status Verification System, available at www.dhs.gov/E-Verify, as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. The Bidder agrees that compliance with the certification set forth in this section shall be a continuing obligation.

## A.23. Compliance with Applicable Laws

**A.23.1.** In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;

b) If the payments pursuant to the Contract are expected to exceed $100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;

c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;

d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;

e) For Persons entering into a grant or cooperative agreement over $100,000.00 (as defined at 45 C.F.R. §93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;

f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and

g) Be registered as a business entity licensed to do business in the State, (registration through the Oklahoma Secretary of State at https://www.sos.ok.gov), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

**A.23.2.** The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

**A.23.3.** The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

## A.24. Gratuities

The rights of Supplier under the terms of this Contract may be immediately terminated , in whole or in part, by written notice if it is determined that the Supplier, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State or Interlocal Entity employee directly involved in this Contract. In addition, a Supplier determined to be guilty of such a violation may be suspended or debarred.

## A.25. Preclusion from Resulting Contracts

Any Bidder that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this Solicitation, either directly or indirectly, is precluded from being awarded the Contract and from securing a sub-contractor that has

provided such services.

## A.26. Mutual Responsibilities

The State and Supplier agree that:

**A.26.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.

**A.26.2.** This is a non-exclusive Contract and each party is free to enter into similar agreements with others.

**A.26.3.** Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.

**A.26.4.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

## A.27. Background Checks and Verifications

At the sole discretion of the State, State Entity or Interlocal Entity, as applicable, employees of the Supplier and any subcontractor of the Supplier may be subject to background checks. If background check information is requested, the Supplier must submit, or cause to be submitted, the required information in a timely manner and the Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State, State Entity or Interlocal Entity.

## A.28. Confidentiality

**A.28.1.** The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.

**A.28.2.** No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State CIO or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

## A.29. Unauthorized Obligations

At no time during the performance of this Contract shall the Supplier have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the products, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

## A.30. Electronic and Information Technology Accessibility

Supplier shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.

## A.31. Patents and Copyrights

**A.31.1.** Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.

**A.31.2.** If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and

pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

**A.31.3.** If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.

**A.31.4.** Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (ii) a program's use in other than its specified operating environment; (iii) the combination, operation, or use of a product with other products not provided by Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

## A.32. Assignment

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

## A.33. Severability

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

## A.34. Paragraph Headings

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

## A.35. Failure to Enforce

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

## A.36. Conflict of Interest

**A.36.1.** Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.

**A.36.2.** In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, 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.

## A.37. Limitation of Liability

To the extent any limitation of liability in any Contract Document is construed by a court of competent jurisdiction to be a limitation of liability in violation of applicable law, such limitation of liability shall be void.

## A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)

**A.38.1.** In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at http://www.ok.gov/cio/documents/InfoSecPPG.pdf ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.

**A.38.2.** Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Supplier to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Supplier may supply during the downtime (repair) of equipment purchased or leased through this Contract. If a device has to be removed from a location for repairs, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

## A.39. Offshore Services

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

## A.40. Failure to Provide

The Supplier's repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State CIO, shall constitute a material breach of the Supplier's obligations, which may result in partial or whole cancellation of the Contract.

## A.41. Agency Policies

The Supplier's employees and/or sub-contractors must adhere to the applicable State policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Supplier to review and relay State policies covering the above to the consulting staff.

## A.42. Compliance with Technology Policies

The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:

www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

## A.43. High Technology System Performance and Upgrades

**A.43.1.** If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Supplier does not plan such system upgrades or improvements, the Supplier shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.

**A.43.2.** Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Supplier; the Supplier providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Supplier providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

## A.44. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this Contract at any time to allow for technologies not identified in this Contract. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue an Amendment to this Contract.

## A.45. Ownership Rights

**A.45.1.** Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs

and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.

**A.45.2.** Except for any Utilities, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

**A.45.3.** In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the products.

**A.45.4.** Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

**A.45.5.** If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

**A.45.6.** It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier's Utilities, the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

**A.45.7.** Except for any Utilities, all work performed by the Supplier of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of State of Oklahoma.

## A.46. Source Code Escrow – Reference Title 62 O.S. § 34.31

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a State Entity, the Supplier shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

a) A bona fide material default of the obligations of the Supplier under the agreement with the agency;

b) An assignment by the Supplier for the benefit of its creditors;

c) A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;

d) The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;

e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;

f) The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;

g) The ceasing of a Supplier of maintenance and support of the software; or

h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

## A.47. Right to Renegotiate

Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

## A.48. Used or New Products

Bidder shall offer new items of current design unless this Solicitation specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.

## A.49. Publicity

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

## A.50. Mandatory and Non-Mandatory Terms

**A.50.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.

**A.50.2.** Whenever the terms "can", "may", or "should" are used in this 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.

## A.51. Non Tobacco – Smoke Free

By order of the Governor's Executive Order 2012-01, effective August 06, 2012 the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

## A.52. OMES - ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES - ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES - ISD to acquire necessary hardware and software, and directs OMES - ISD to authorize the use of these assets by other State agencies. OMES - ISD, as the owner of information technology assets on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

## A.53. Acceptance of Solicitation Content

Unless otherwise provided in Section One of the Bidder's response to this Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this Solicitation Upon award of any contract to the successful Bidder, the contents of this Solicitation shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

## A.54. Special Provisions

Special Provisions apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

# B. SPECIAL PROVISIONS

## B.1. Contract Term, Renewal and Extension Option

**B.1.1.** The initial contract period shall begin on date of award and shall extend through One (1) Year (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.

**B.1.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be two (2) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.

**B.1.3.** After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.

**B.1.4.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.

**B.1.5.** The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Suppler in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.

**B.1.6.** In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

## B.2. Obligations of Permitted Subcontractor

**B.2.1.** If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

**B.2.2.** All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

## B.3. Warrants

Supplier warrants and represents that products or deliverables specified and furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. Defects in products or deliverables specified and furnished by or through the Supplier shall be repaired or replaced by Supplier at no cost or expense to the State if such defect occurs during the warranty period.

## B.4. Authorized Users

During the term of this contract, any State Entity, or Interlocal Entity, as defined herein, may utilize this contract. Under this contract, the State of Oklahoma bears no liability for the State or Interlocal Entities actions and the privies of contract exist solely between the Supplier and the State or Interlocal Entity.

## B.5. Manufacturer Accessibility VPAT Website

The Supplier may provide a URL link for a website maintained by the Supplier or product manufacturer which provides VPAT's for all products offered through the Contract.

## B.6. Commercial Off-The-Shelf (Cots) Software

In the event that Supplier specifies terms and conditions or clauses in an electronic license agreement notice that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

## B.7. American-Made Products

Supplier agrees to provide American-made products when reasonably feasible. American-made products means products manufactured in the United States of America. If not reasonably feasible to acquire American-made products, products made outside of the United States may be accepted. All products offered must identify the country of origin.

## B.8. Delivery

**B.8.1.** F.O.B. Destination, freight prepaid. Please see Section A.13.1

**B.8.2.** Notice for Delivery Company: There is a 92" maximum height limit for all deliveries to the OSDH. NO DOUBLE-STACKED PALLETS WILL BE ACCEPTED. Trucks cannot exceed 48' in length to be able to access delivery dock.

**B.8.3.** Shipments accepted Monday through Friday from 8:00 am to 3:00 pm CDT

**B.8.4.** Prior notification of delivery to be made via e-mail to or via telephone (agency contact information will be provided on the purchase order)

**B.8.5.** Delivery & installation of systems to be in locations designated by the PHL

**B.8.6.** Comprehensive on-site training for the automated system and collection training to be included at no additional cost

**B.8.7.** Purchase order number should appear on all documentation, including but not limited to: packing slips, invoices, bills of lading, correspondence, subject line of emails, envelope addresses and packages. The purchase order number should be visible without the need to open the package. Shipments, invoices and other documentation not properly identified by purchase order number may result in refusal of delivery, delayed payment or other delays in response.

**B.8.8.** Phased Delivery Contracts:

**B.8.9.** This contract is for an indefinite quantity and the state may, or may not; buy the quantity mentioned in this contract. Supplier must clear all shipments with agency prior to shipping any portion of this contract.

## B.9. DEFINITIONS

- ACMG/ACOG: American College of Medical Genetics and American College of Obstetricians and Gynecologists
- CFTR: Cystic Fibrosis Transmembrane Conductance Regulatory
- GPP: Gastrointestinal Pathogen Panel
- IVD: In Vitro Diagnostics
- RPP: Respiratory Pathogen Panel
- SAPE: Streptavidin Phycoerythrin, a kit component that is required to stain beads after bead hybridization
- Serotyping: Distinct variations within a species of bacteria or virus or among immune cells of different individuals

# C. SOLICITATION SPECIFICATIONS

## C.1. Purpose

The Office of Management and Enterprise services (OMES), on behalf for the Oklahoma State Department of Health (OSDH) is issuing an RFP for the Public Health Laboratory to perform a variety of tests; including, but not limited to, Salmonella serotyping, Cystic Fibrosis, respiratory pathogens and common GI pathogens.

**C.1.1.1.** This will be an indefinite demand, indefinite quantity contract for a period of one (1) year. Items will be ordered as needed by OSDH Public Health Lab (PHL). There shall be no minimum purchase requirement or standing shipment schedule.

**C.1.1.2.** Purchase price per kit must include shipping costs or be quoted as a separate line item for standard delivery, FOB Destination. If quoted as a separate line item, total shipping costs for the purchase of stated products and quantities shall not exceed the quoted shipping price. Maintenance and support for the testing instrument(s) should be included in the purchase price of the kits or as a separate line item cost.

**C.1.1.3.** Submission of a bid is an attestation that products meet the specifications/requirements as stated for each line item.

## C.2. Mandatory Requirement:

**C.2.1.1.** Loan of one Luminex LX200 Platinum RR; Luminex CA# SLA-LX200-PLAT-RR or equivalent and one Luminex MAGPIX Platinum RR; Luminex CA# SLA-MAGPIX-PLAT-RR or equivalent.

### Table One: LX200 Platinum RR; Luminex CA# SLA-LX200-PLAT-RR or equivalent

| MEETS SPECIFICATIONS: | YES | NO |
|---|---|---|
| **All equipment must be provided by manufacturer at no additional cost** | | |
| **Equipment must include Maintenance and Support Package** | | |
| **Instrument must have a computer module with software to analyze LX200 or equivalent raw data, quality control data, and store reagent information (kit lot #, expiration date)** | | |
| **Must be tabletop equipment; dimensions no larger than 50” L x 30” W to fit PHL footprint** | | |
| **Must include computer system and software for data analysis; to include, but not limited to, Windows operating system; Luminex Xponent or equivalent software, TDAS & TDAS CFTR software** | | |
| **Successful vendor must provide on-site training at the laboratory for 2 employees per instrument** | | |
| **Successful vendor must provide telephone technical support 24 hours per day, 7 days a week** | | |
| **Successful vendor is responsible for annual preventative maintenance, warranty, and service of equipment** | | |
| **Service engineer must be successful vendor certified** | | |
| **Should equipment fail to perform, service engineer must be dispatched at vendor's expense within 24 working hours** | | |
| | | |
| | | |
| | | |

**If no to any specification, please provide explanation. If necessary, please attach additional page(s).**

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**Table Two: MAGPIX Platinum RR; Luminex CA# SLA-MAGPIX-PLAT-RR or equivalent**

| MEETS SPECIFICATIONS: | YES | NO |
|---|---|---|
| All equipment must be provided by manufacturer at no additional cost | | |
| Equipment must include Maintenance and Support Package | | |
| Instrument must have a computer module with software to analyze MAGPix or equivalent raw data, quality control data, and store reagent information (kit lot #, expiration date) | | |
| Must be tabletop equipment; dimensions no larger than 50" L x 30" W to fit PHL footprint. | | |
| Must include computer system and software for data analysis; to include, but not limited to, Windows operating system; Software to include Luminex Xponent and Luminex Synct or equivalents | | |
| Successful vendor must provide on-site training at the laboratory for 2 employees per instrument | | |
| Successful vendor must provide telephone technical support 24 hours per day, 7 days a week | | |
| Successful vendor is responsible for annual preventative maintenance, warranty, and service of equipment. | | |
| Service engineer must be successful vendor certified. | | |
| Should equipment fail to perform, service engineer must be dispatched at vendor's expense within 24 working hours. | | |
| | | |

**If no to any specification, please provide explanation. If necessary, please attach additional page(s).**

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## C.3. Salmonella Serotyping

| MEETS SPECIFICATIONS: | YES | NO |
|---|---|---|
| Must be able to detect at least 90% of common Salmonella serotypes | | |
| Must cover common O groups such as A, B, C1, C2, D, E and G | | |
| Must cover a comprehensive list of H antigens | | |
| Must be compatible with Luminex x100, Luminex x200 or Bio-Plex reader or equivalents | | |
| Kit must contain SAPE | | |

**If no to any specification, please provide explanation. If necessary, please attach additional page(s).**

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## C.4. CF IVD

| MEETS SPECIFICATIONS: | YES | NO |
|---|---|---|
| Assay must be FDA IVD approved for testing for CFTR | | |

| | | |
|---|---|---|
| **Must detect at least the 23 ACMG/ACOG recommended CFTR mutations plus 16 more of the world's most common mutations.** | | |
| **Assay must detect 5T/7T/9T, F508C, I507V and I506V variants** | | |
| **Assay must be compatible and validated for the Luminex xMAP 100 or Luminex xMAP 200 instruments or equivalent** | | |

**If no to any specification, please provide explanation. If necessary, please attach additional page(s).**

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## C.5. RPP IVD

| MEETS SPECIFICATIONS: | YES | NO |
|---|---|---|
| **RPP must detect at least 12 or more viral or bacterial pathogens simultaneously including Influenza A, H1, H3, Adenovirus, HMPV, Influenza B and Parainfluenza** | | |
| **Assay must have an internal control** | | |
| **Assay must be compatible and validated for the Luminex MagPix instrument or equivalent** | | |

**If no to any specification, please provide explanation. If necessary, please attach additional page(s).**

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## C.6. GPP Assay

| MEETS SPECIFICATIONS: | YES | NO |
|---|---|---|
| **GPP assay must be FDA IVD approved** | | |
| **Must be able to detect common GI pathogens such as Campylobacter, Clostridium difficile toxins A/B,** | | |
| **E. coli O157, toxigenic E. coli (STEC), Salmonella, Norovirus GI/GII, Rotavirus, Giardia and Cryptosporidium** | | |
| **Assay must have an internal control.** | | |
| **Assay must be optimized to operate on Luminex xMAP 100, Luminex xMAP 200 or Bio-plex instruments** | | |
| **Cary-Blair transport media must be an acceptable transport for clinical stool samples** | | |

**If no to any specification, please provide explanation. If necessary, please attach additional page(s).**

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Variations from specifications will be evaluated for the ability of the quoted product or service to meet the needs of the requesting agency. The submission of each vendor's bid will become evidence that the product or service described will satisfactorily perform the requesting agency's needs. Brand names, trademarks and part numbers and the included descriptions of these items are provided for reference only and are not to be considered minimum requirements.

Alternate bids will be considered. Submit brochure and complete specifications with bid.

## C.7. Assay, Consumables & Other Operating Supplies

Specifically identify any product required in addition to the items already listed. These line items will be indefinite quantity/indefinite demand line items, with orders to be placed as needed to maintain operations.

| Estimated Annual Quantities | Available | UNIT | YES | NO | Check here If Proprietary |
|---|---|---|---|---|---|
| 25 | GPP Kit (US IVD) 96 Tests<br>Luminex Part I032C0316 or equivalent | | | | |
| 1 | GPP - US IVD CD<br>Luminex Part S032-0259 or equivalent | | | | |
| 20 | xTAG Cystic Fibrosis (CFTR) 39 kit v2 US IVD<br>Luminex Part I027C0231 or equivalent | | | | |
| 1 | xTAG Cystic Fibrosis 39 v2 CD (US IVD)<br>Luminex Part S027-0249 or equivalent | | | | |
| 25 | PH Salmonella Serotyping Assay - Complete Kit<br>Luminex Part AGSSA4502 or equivalent | | | | |
| 20 | RPP NXTAG (IVD- US) 96 TESTS<br>Luminex Part I051C0447 or equivalent | | | | |
| 10 | MAGPIX Drive Fluid, 4 Pack<br>Luminex Part MPXDF-4PK or equivalent | | | | |
| 12 | xMAP Sheath Fluid, 20L<br>Luminex Part 40-50000 or equivalent | | | | |
| 8 | Luminex 100/200 Calibration Kit, 25 Uses<br>Luminex Part LX200-CAL-K25 or equivalent | | | | |
| 15 | Luminex 100/200 Performance Verification Kit, 25 Uses<br>Luminex Part LX200-CON-K25 or equivalent | | | | |
| 12 | MAGPIX Performance Verification Kit, 25 Uses, IVD<br>Luminex Part MPXIVD-PVER-K25 or equivalent | | | | |
| 10 | MAGPIX Calibration Kit, 25 Uses, IVD<br>Luminex Part MPXIVD-CAL-K25 or equivalent | | | | |
| | | | | | |

# D. EVALUATION

## D.1. Evaluation and Award

**D.1.1.** Bids shall be evaluated on the "best value" determination.

**D.1.2.** The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

The OSDH currently utilizes Luminex instruments for this testing. CLIA 88 Regulations require validation of all test equipment and test assays. The cost to validate new equipment/assays will be taken into consideration when determining the best bid.

## D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical Bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions 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. The clarification shall not alter or supplement the Bid.

## D.3. Competitive Negotiations of Offers

**D.3.1.** The State reserves the right to negotiate with one, selected, all or none of the Bidders responding to this Solicitation to obtain the best value for the State. 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 negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

**D.3.2.** Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

**D.3.3.** Negotiations may be conducted in person, in writing, or by telephone.

**D.3.4.** Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.

**D.3.5.** 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.

**D.3.6.** The requirements of this Solicitation shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

**D.3.7.** BEST and FINAL – The State may request best and final Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

## D.4. Selection Criteria

**D.4.1.** Cost

**D.4.2.** Response to Section C

**D.4.3.** Accessibility

## D.5. Evaluation Process

**D.5.1.** Determination of Solicitation Responsiveness

**D.5.1.1.** A responsive Bid is a Bid that meets all the following Solicitation requirements:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- VPAT (if applicable)
- Amendments, if issued, are acknowledged.

**D.5.1.2.** Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

**D.5.1.3.** Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation.

**D.5.2.** Evaluation of Bid

The technical section of the Bid is evaluated based on the Solicitation specifications.

**D.5.3.** Evaluation of Cost

Cost comparisons are performed.

**D.5.4.** Demonstrations

If desired by the evaluation committee, the Bidder may be required to provide product/services demonstrations.

**D.5.5.** Best Value Evaluation of Product/Services

**D.5.5.1.** The award of Contract pursuant to this Solicitation to a Bidder is based upon which Bidder best meets the needs of the State.

**D.5.5.2.** The State reserves the right to negotiate with one or more Bidders, at any point during the evaluation and may negotiate any and all content of the Bid.

**D.5.6.** 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 any and all questions regarding the Bid if requested by the State prior to award.

# E. INSTRUCTIONS TO BIDDER

## E.1. Introduction

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this Solicitation can be altered only by written Amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contact.

## E.2. Preparation of Bid

**E.2.1.** Any usage amounts specified are estimates only and are not guaranteed to be purchased.

**E.2.2.** Information shall be entered on the form provided or a copy thereof.

## E.3. Submission of Bid

**E.3.1.** All Bids must be submitted to OMES – CP to the attention of the Procurement Specialist as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.

**E.3.2.** The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.

**E.3.3.** Each Bidder must submit one (1) original hard-copy of the Bid and one (1) duplicate copies for a total of two (2) hard-copy documents. In addition, each Bidder must submit one (1) copy of the Bid on flash/thumb drive for a total of one (1) electronic document 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 single sealed envelope, package, or container.

**E.3.4.** All information relating to price/costs are to be sent in a separate binder/envelope, on a separate flash/thumb drive clearly marked as "Price/Cost".

**E.3.5.** The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.

**E.3.6.** Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.

**E.3.7.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 004, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

**E.3.8.** All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.

**E.3.9.** By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack information.

**E.3.10.** If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit a Bid at its own risk; and if awarded the Contract, the Bidder shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Bidder takes exception to any requirement or specification contained in this Solicitation, these exceptions must be clearly and prominently stated in the Bid.

**E.3.11.** Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

## E.4. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. Solicitation number and solicitation closing date and time must appear on the face of the single envelope, package, or container.

## E.5. Solicitation Amendments

**E.5.1.** If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.

**E.5.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.

**E.5.3.** It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

## E.6. Proprietary and/or Confidential

**E.6.1.** 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. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.

**E.6.2.** If the State CIO does not acknowledge the information as confidential, OMES – CP will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

## E.7. Oklahoma Open Records Act

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential.

## E.8. Communications Concerning Solicitation

The procurement specialist listed on the cover page of this solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

## E.9. Administrative Review

**E.9.1.** Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Time on June 12, 2018. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to this Solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

## E.10. General Solicitation Questions

Bidder may submit general questions concerning the specifications of this Solicitation. All questions and answers regarding this Solicitation shall be posted to the IT procurement wiki at:

https://wiki.ok.gov/display/itprocurement/3400001587

**E.10.1.** Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access.

https://wiki.ok.gov/display/itprocurement/Home#

**E.10.2.** In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.

**E.10.3.** When posing questions, every effort should be made to:

a) be concise

b) include section references, when possible; and

c) avoid use of tables or special formatting (use simple lists).

**E.10.4.** These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES - ISD website and linked on the wiki. Bidders are advised that any questions received after 3:00 P.M. Central Time on June 19, 2018, shall not be answered.

## E.11. Service Disabled Veteran Business

If responding Bidder is listed as a Service Disabled Veteran Business:

Please provide a letter from the United States Department of Veterans Affairs showing the business is a Service Disabled Veteran business.

## E.12. P-Cards

The State of Oklahoma has issued payment cards to most State agencies. The current P-Card contract holder utilizes VISA.

If awarded a contract, will your company accept the State of Oklahoma approved purchase card:

Yes ☐ No ☐ (check one)

## E.13. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes ☐ No ☐ (check one)

## E.14. Bid Deliverables

Note: Bid deliverables are to be submitted in both hard copy and electronic copy on flash/thumb drive in a machine-readable format.

**E.14.1.** Section One – Introduction

a) Letter of Introduction

b) Completed "Responding Bidder Information" OMES Form 076.

c) Completed "Certification for Competitive Bid and Contract" OMES Form 004.

d) Signed Amendment(s), if any.

e) Any exceptions to solicitation terms and conditions.

**E.14.2.** Section Two – Response to Specifications/Requirements

Provide detailed response to specifications/requirements in this Solicitation.

a) Completed response to Section C using response form.

b) Configuration and/or technical specifications, i.e. brochures, etc.

c) Warranty Period (Attach terms)

**E.14.3.** Section Three – EITA Compliance

Provide adequate information defining your products level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the VPAT & Accessibility Form that is applicable.

Supplier may provide a URL link to a website providing VPAT for products deliverables through resulting Contract.

**Self-Contained, Closed Products:** Products that generally have embedded software and are commonly designed in such a fashion that a user couldn't easily attach or install assistive technology. These products include, but are not limited to, information kiosks and information transaction machines, copiers, printers, fax machines, voting machines and other similar types of products.

Is your product considered a self-contained, closed product?

YES _____ NO _____

If yes, VPAT is not required.

**E.14.4.** Section Four – Bidder Agreements

Bidder shall provide any required software licenses, maintenance, service agreements and any other similar applicable agreements.

Note: Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder's original Bid shall not be considered

**E.14.5.** Section Five-Pricing

All information relating to cost is to be entered on the forms provided. Do not deviate from the form provided for Price and Cost.

### E.15. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

## F. PRICE AND COST

### F.1. Assay, Consumables & Other Operating Supplies

| Estimated Annual Quantities | Description | UNIT | YEAR 1 COST | YEAR 2 COST | YEAR 3 COST |
|---|---|---|---|---|---|
| 25 | **GPP Kit (US IVD) 96 Tests**<br>**Luminex Part I032C0316 or equivalent** | | | | |
| 1 | **GPP - US IVD CD**<br>**Luminex Part S032-0259 or equivalent** | | | | |
| 20 | **xTAG Cystic Fibrosis (CFTR) 39 kit v2 US IVD**<br>**Luminex Part I027C0231 or equivalent** | | | | |
| 1 | **xTAG Cystic Fibrosis 39 v2 CD (US IVD)**<br>**Luminex Part S027-0249 or equivalent** | | | | |
| 25 | **PH Salmonella Serotyping Assay - Complete Kit**<br>**Luminex Part AGSSA4502 or equivalent** | | | | |
| 20 | **RPP NXTAG (IVD- US) 96 TESTS**<br>**Luminex Part I051C0447 or equivalent** | | | | |
| 10 | **MAGPIX Drive Fluid, 4 Pack**<br>**Luminex Part MPXDF-4PK or equivalent** | | | | |
| 12 | **xMAP Sheath Fluid, 20L**<br>**Luminex Part 40-50000 or equivalent** | | | | |
| 8 | **Luminex 100/200 Calibration Kit, 25 Uses**<br>**Luminex Part LX200-CAL-K25 or equivalent** | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 15 | Luminex 100/200 Performance Verification Kit, 25 Uses<br>Luminex Part LX200-CON-K25 or equivalent | | | | |
| 12 | MAGPIX Performance Verification Kit, 25 Uses, IVD<br>Luminex Part MPXIVD-PVER-K25 or equivalent | | | | |
| 10 | MAGPIX Calibration Kit, 25 Uses, IVD<br>Luminex Part MPXIVD-CAL-K25 or equivalent | | | | |
| | | | | | |

**F.2. Shipping**

| | YEAR 1<br>Cost | YEAR 2<br>Cost | YEAR 3<br>Cost |
|---|---|---|---|
| Shipping per Delivery | | | |
| Haz-Mat Charge, as needed, per Delivery | | | |

**LEAD TIME – Shipping_____**

**F.3. Equipment**

| | COST |
|---|---|
| Shipping & Freight | |
| Installation | |
| Training | |

**LEAD TIME – Equipment _____**

**F.4. Equipment Service/Maintenance**

| YEAR | YEAR 1<br>Cost | YEAR 2<br>Cost | YEAR 3<br>Cost |
|---|---|---|---|
| COST | | | |

# Responding Bidder Information

*"Certification for Competitive Bid and Contract"* ***MUST*** *be submitted along with the response to the Solicitation.*

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: ____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit[1]:**

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules – Attach an explanation of exemption

5. **Registration with the Oklahoma Secretary of State:**

☐ YES - Filing Number: _____

☐ NO - Prior to the contract award, the successful bidder will be required to register with the Secretary of State or must attach a signed statement that provides specific details supporting the exemption the supplier is claiming (www.sos.ok.gov or 405-521-3911).

6. **Workers' Compensation Insurance Coverage:**

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act.

☐ YES – Include with the bid a certificate of insurance.

☐ NO – Exempt from the Workers' Compensation Act pursuant to 85A O.S. § 2(18)(b)(1-11) – Attach a written, signed, and dated statement on letterhead stating the reason for the exempt status.[2]

[1] **For frequently asked questions concerning Oklahoma Sales Tax Permit, see https://www.ok.gov/tax/Businesses/index.html**
[2] **For frequently asked questions concerning workers' compensation insurance, see https://www.ok.gov/wcc/Insurance/index.html**

**7. Disabled Veteran Business Enterprise Act**

☐ YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

☐ NO – Do not meet the criteria as a service-disabled veteran business.

| | |
|---|---|
| Authorized Signature | Date |
| Printed Name | Title |

# Certification for Competitive Bid and/or Contract
## (Non-Collusion Certification)

**NOTE:** *A certification shall be included with any competitive bid and/or contract exceeding $5,000.00 submitted to the State for goods or services.*

Agency Name: _____ Agency Number: _____

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
    a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
    b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
    c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
    d. to any collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1. of this title.

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

☐ the competitive bid attached herewith and contract, if awarded to said supplier;

**OR**

☐ the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

| | |
|---|---|
| Supplier Authorized Signature | Certified This Date |
| Printed Name | Title |
| Phone Number | Email |
| Fax Number | |

# Vendor/Payee Form

**Agency:** OMES Vendor Management requires the following information for all new non-registered vendors (payees) before payments may be processed. Information is used to establish the payee in the State's PeopleSoft vendor file for payment and procurement activities.

**DO NOT use this form for:**

- **Garnishment Payees:** Use **OMES Form GarnVendor**
- **State Employees:** Use **OMES FORM Employee Vendor Request**
- ***Vendors pending contract award*** *to a solicitation released by the division of Central Purchasing or another Oklahoma state agency MUST first register online with the state unless exempt per statute. For additional information, please refer to* ***Central Purchasing Vendor Registration***.

**AGENCY SECTION** (To be completed by state agency representative):
**State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.**
**VENDOR/PAYEE SECTION** (To be completed by vendor/payee)

***Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.***

| | | | | | |
|---|---|---|---|---|---|
| **Agency Name** | | | | **Contact Name** | |
| **Phone #** | | **Fax #** | | **Email** | |

**Agency Request To –** Please select all applicable request types

| | | | | |
|---|---|---|---|---|
| ☐ Add New Vendor | ☐ Update Existing Vendor | PeopleSoft 10-digit Vendor ID | | |
| ☐ Add New Address | ☐ Change Address/Location | PeopleSoft Address # | | PeopleSoft Location # |
| ☐ Change Vendor Tax ID | ☐ Change Vendor Name | ☐ Add Alternate Payee Name | | PeopleSoft Location # |
| ☐ Other | Explain | | | |

| | |
|---|---|
| **Vendor 1099 Reportable Status** | **Attention Paying Agency:** Please check the ***Add*** box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the ***Remove*** box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor: |
| ☐ **Add:**<br>☐ **Remove:** | ☐ 1 - Rents ☐ 2 - Royalties ☐ 3 – Other Income<br>☐ 6 - Medical & Health Care ☐ 7 - Non-Employee Compensation ☐ 10 - Crop Insurance Proceeds<br>☐ 14 - Gross Proceeds to an Attorney |

**VENDOR/PAYEE SECTION** (To be completed by vendor/payee)

***Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.***

**Payee Information:** *Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.*

| | | | |
|---|---|---|---|
| **Name** | | **Contact Name** | |
| *Payee Legal Name for Business, Individual or Government Entity as filed with IRS* | | **Contact Title** | |
| **DBA Name** | | **Phone #** | |
| *Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name* | | **Fax #** | |
| **Tax Identification Number (TIN) and Type:** | | ☐ Federal Employer ID (FEIN) ☐ Social Security Number (SSN) | |

**Business Address --** *Please provide primary business address as filed with the U.S. Internal Revenue Service*

| | | | | | |
|---|---|---|---|---|---|
| **Address** | | | | **City** | |
| **State** | | **Zip+4** | | **Remittance Email** | |

**Optional Addresses** – *Please select address type as applicable*

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Type: | ☐ Remitting | ☐ Ordering | ☐ Pricing | ☐ Returning | ☐ Mailing | ☐ Other: | |
| **Address** | | | | | | **City** | |
| **State** | | **Zip+4** | | | **Remittance Email** | | |

**Financial Registration:** *Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes*. **An email will be sent providing instructions for accessing the State of Oklahoma online registration system.**

| | | | | | |
|---|---|---|---|---|---|
| **Name** | | **Title** | | **Email** | |

**The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the state, or may result in the state having to deduct backup withholding amounts from future payments.**

**U.S. Taxpayer Identification Number (TIN)**

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

**Entity Filing Classification:**

☐ Domestic (U.S.) Sole Proprietor or Individual ☐ Domestic (U.S.) Partnership ☐ Domestic (U.S.) Corporation Type: _____

☐ Limited Liability Company Type: _____

LLC Disregarded Entity: ☐ YES ☐ NO **Must be verified by LLC's tax division. If applicable, parent name/tax id is required.**

☐ Domestic (U.S.) Other Explain: _____

☐ Foreign (Non-U.S.) Sole Proprietor or Individual* ☐ Foreign (Non-U.S.) Partnership* ☐ Foreign (Non-U.S.) Type: _____

☐ Foreign (Non-U.S.) Other* Explain: _____

**FOREIGN VENDOR INSTRUCTIONS:** *** ADDITIONAL DOCUMENTATION IS REQUIRED.**

Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate of Foreign Status. Select form below matching the payee's entity or individual description. Please refer to IRS for additional instructions (http://www.irs.gov/pub/irs-pdf/iw8.pdf).

- **Form W-8BEN**: *Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)*. http://www.irs.gov/pub/irs-pdf/fw8ben.pdf
- **Form W-BEN-E**: *Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)*. http://www.irs.gov/pub/irs-pdf/fw8bene.pdf
- **Form W-8ECI**: *Certificate of Foreign Person's Claim That Income is Effectively Connected With the Conduct of a Trade or Business in the United States*. http://www.irs.gov/pub/irs-pdf/fw8eci.pdf
- **Form W-8EXP**: *Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting*. http://www.irs.gov/pub/irs-pdf/fw8exp.pdf
- **Form W-8IMY**: *Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting*. http://www.irs.gov/pub/irs-pdf/fw8imy.pdf

**This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.**

**SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION**

**Under penalties of perjury, I certify that:**

**1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and**

**2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and**

**3. I am a U.S. citizen or other U.S. person (defined below), and**

**4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.**

**Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement account (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.**

_____ _____

Signature of Vendor Representative or Individual Payee Date

_____

Title of individual signing form for company

_____

Vendor/Payee (Must be the same as Payee Name from page 1)

**Account Codes for 1099 Reporting - By Category** *(TO BE COMPLETED BY AGENCY REPRESENTATIVE)*

☐ **1 - RENTS**

532110 Rent of Office Space
532120 Rent of Land
532130 Rent of Other Building Space
532140 Rent of Equipment and Machinery
532150 Rent of Telecommunications Equip
532160 Rent of Electronic Data Processing Equipment
532170 Rent of Electronic Data Processing Software
532190 Other Rents

☐ **1- RENTS (continued)**

532141 Rent of Motor Vehicles
532142 Lease of Motor Vehicles

☐ **2 – ROYALTIES**

553170 Royalties

☐ **3 – OTHER INCOME**

552120 Incentive Awards – Monetary & Material
552160 Incentive Payments – Oklahoma Horse Breeders & Owners
552170 Incentive Payments – Oklahoma Film Enhancement Rebate
553165 Current/Former Employee Reportable Court Ordered or Legal Settlements
553220 Other IRS Reportable Income

☐ **6 - MEDICAL & HEALTH CARE PAYMENTS**

515530 Veterinary Services
515700 Offices of Physicians (except Mental Health Specialists)
515710 Offices of Physicians, Mental Health Specialists
515720 Offices of Dentists
515730 Offices of Chiropractors
515740 Offices of Optometrists
515750 Offices of Mental Health Practitioners (except Physicians)
515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists
515770 Offices of Podiatrists
515780 Offices of all other Miscellaneous Health Practitioners
515790 Family Planning Centers
515800 Outpatient Mental Health & Substance Abuse Centers
515810 Other Outpatient Care Centers
515820 Medical and Diagnostic Laboratories
515830 Home Health Care Services
515840 Ambulance Services
515850 All other Ambulatory Health Care Services
515860 General Medical & Surgical Hospitals
515870 Psychiatric & Substance Abuse Hospitals
515880 Specialty Hospitals (except Psychiatric & Substance Abuse)
515890 Nursing Care Facilities
515900 Residential Services for People with Developmental Disabilities
515910 Residential Mental Health & Substance Abuse Facilities
515920 Community Care Facilities for the Elderly
515930 Other Residential Care Facilities
537210 Laboratory Services & Supplies
551230 Medical Services to Indigents (from agencies other than DHS)
551240 Hospital Services to Indigents (from agencies other than DHS)
551250 Other Health Services to Indigents (from agencies other than DHS)

☐ **7 - NON-EMPLOYEE COMPENSATION**

515010 Office of Lawyers
515020 Offices of Notaries
515030 Other Legal Services
515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services
515210 Payments for Contract Mentor Services
515220 Architectural Services
515230 Landscape Architectural Services
515240 Engineering Services
515250 Drafting Services
515260 Building Inspection Services
515270 Geophysical Surveying & Mapping Services
515280 Surveying and Mapping (except geophysical) Services
515290 Testing Laboratories
515300 Interior Design Services
515310 Industrial Design Services
515320 Graphic Design Services
515330 Other Specialized Design Services
515350 Custom Computer Programming Services
515360 Computer Systems Design Services
515370 Computer Facilities Management Services
515380 Other Computer Related Services
515400 Administrative Management & General Management Consulting Services
515410 Human Resources & Executive Search Consulting Services
515420 Marketing Consulting Services
515430 Process, Physical Distribution, & Logistics Consulting Services
515440 Other Management Consulting Services
515450 Environmental Consulting Services
515460 Other Scientific & Technical Consulting Services
515470 Research & Development in the Physical, Engineering, & Life Sciences
515480 Research & Development in the Social Sciences & Humanities
515490 Advertising and Related Services
515500 Marketing Research & Public Opinion Polling
515510 Photographic Services
515520 Translation & Interpretation Services
515540 All other Professional, Scientific and Technical Services
515550 Management of Companies & Enterprises
515560 Office Administrative Services
515570 Employment Placement Services
515580 Business Support Services
515590 Document Preparation Services
515600 Telephone Call Centers
515610 Business Service Centers
515620 Collection Agencies
515630 Credit Bureaus
515640 Other Business Support Services
515650 Investigation & Security Services
515660 Educational Services
515940 Individual & Family Services
515950 Community Food, Housing & Emergency & Other Relief Services
515960 Vocational Rehabilitation Services
515970 Child Day Care Services
515980 Arts, Entertainment and Recreation
515990 Other Services (except Public Administration)
517110 Moving Expense – Employee Transfer
531150 Printing and Binding Contract
531160 Advertising
531170 Informational Services
531190 Exhibitions, Shows and Special Events
531220 Burial Charges
531330 Jury and Witness Fees
531500 Moving Expenses – General
533100 Maintenance & Repair – Other Items
533110 Maintenance & Repair of Buildings & Grounds (outside vendors)
533120 Maintenance & Repair – Equipment (outside vendors)
533130 Maintenance & Repair of Telephone Equipment (outside vendors)
533140 Maintenance & Repair of Data Processing Equipment (outside vendors)
533150 Maintenance & Repair of Data Processing Software (outside vendors)
533190 Maintenance & Repair – Employee Uniforms
545110 Purchase of Land Improvements
545210 CIP (Construction in Progress) – Land Improvements
546210 Buildings and Other Structures – Construction and Renovation
546220 Major Maintenance and Repair of Equipment
547110 Highway and Bridge Construction Expense – Contractual
547120 Maintenance and Repairs to Highways and Bridges
547210 Major Maintenance and Renovation – Bridges
552100 Stipends – Other
552120 Teacher Stipends (“Incentive” payments)
552130 Oklahoma Police Corps Stipends
553160 Non-Employee Reportable Court Ordered or Legal Settlements
554190 Voter Registration Services
561140 Pollution Remediation

☐ **14 - GROSS PROCEEDS TO AN ATTORNEY**

553180 Settlements – Paid To/Thru Attorney