



Date of Issuance: 09/22/2022

Solicitation No. 0900000556

Requisition No. 0900016699

Amendment No. 1

Hour and date specified for receipt of offers is changed: No Yes, to: _____ CST

Pursuant to OAC 260:115-7-30(d), this document shall serve as official notice of amendment to the solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent.

Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

Sign and return a copy of this amendment with the solicitation response being submitted; or,

If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date in the subject line of the email.

ISSUED FROM:

Marc Brown
Contracting Officer

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Phone Number

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E-Mail Address

RETURN TO: OMESCPeBID@omes.ok.gov

Description of Amendment:

a. This is to incorporate the following:

Regarding the RFP, could we establish a relationship through the Texas DIR contract vehicle (through one of our resellers like Carahsoft)? This has worked really well with other states. Please advise.

The State does not plan to utilize Texas DIR contracts as the state's goal is to have our partners on Oklahoma contracts with Oklahoma terms.

It sounds like a relationship through one of our resellers would also be acceptable, so long as the contract between you and our reseller's is on Oklahoma contracts with Oklahoma terms. Is that correct?

Correct

Is there a statewide Oklahoma technology contract already established? Or are you looking to have a unique direct contract with each individual technology vendor?

The State utilizes multiple statewide contracts for various products/services. Some of these are direct agreements with a vendor while others utilize resellers. Whatever path creates the best value for the state.

I see this is a State Wide Contract, is this similar to a Master Services Agreement where we would provide the list of software, services and training?

Yes, you would provide the list of software, services and training.

Would you be able to give any detail around why the state is moving away from SVAR?

The State of Oklahoma intends to move our strategic partners and resellers to contracts with Oklahoma terms. This gives us more control over the contracts than with the SVAR.

Will Security Certifications and Accreditation Assessments be required for each manufacturer brand proposed on our response?

No, only for the potential awardee initially.

Will the Office of Management & Enterprise Services consider the addition of manufacturers post award?

Yes, with justification.

Will the Office of Management & Enterprise Services consider the addition of resellers under the respondents contract post award?

Yes.

Is the Office of Management & Enterprise Services looking for specific manufacturers for this solicitation?

No.

The RFR calls for software and services to support state agencies and other eligible Oklahoma interlocal entities. That is very vast. Are there particular software solutions you are looking for? This sounds like O365 could fit under this contract or desktop as a service. Would these services be eligible under this RFP?

This bid is to meet all of Oklahoma's general software needs.

Oklahoma has a contract for Microsoft 365 and DaaS currently, but will review all proposals.

I may be missing something, but we are not sure based on what we have read in the solicitation exactly what you are looking for from a software perspective. Do you have any more specific information? If I missed something in the documentation please let me know and thank you for your time.

This bid supports both SaaS Cloud Based Solutions and On-Prem Software Solutions.

OMES wishes to encourage Bidders to submit for all categories of software including business specific, law enforcement, emergency preparedness, productivity, and security products. This list is not exhaustive of all software that Oklahoma may have interest in.

Would a SaaS provider of Fair Credit Reporting Act (FCRA) data, that verifies and authenticates checking and savings accounts as a consumer reporting agency (CRA) be an appropriate software and service contract the State would consider for solicitation 0900000556?

Yes, the State would consider it.

Would the State please consider an extension of the submission?

The State does not intend to extend the response date.

Question: Does the Office of Management & Enterprise Services require that end user license agreements (EULAs) from our proposed manufactures be incorporated into the master contract under F. Section Six: Master Terms between Bidder and State at the solicitation phase or can the end user license agreements (EULAs) be added to quotes via a shrink/click wrap clause post award?

Yes, they will. Not on resellers as there would be too many, but for the direct contracts the State will want to include all T&C's in the SW so they aren't required to be negotiated at the order/release level.

Will this contract be awarded to multiple vendors?

Yes

Is there an administrative fee for any or all products or services the State purchases from the vendor?

Yes, per Attachment C, Page 2, Section 6.

Will this contract also be used to purchase Microsoft, Google, Cisco, etc., for which the state already has mandatory contracts or shall we exclude those products?

All products will be considered.

Can you please confirm if the State wants the price on a specific list of vendors/OEMs and if that list could be shared?

The state does not have a specific list of vendors.OEMs.

Would the State be able to share its historical spend on all these products and services?

The historical annual sales under the contract to be awarded as a result of this RFR are:

Oklahoma FY21	\$22,196,972.00
Oklahoma FY22	\$19,028,378.00
Estimated 5-year contract value	\$103,063,375.00

These amounts do not include Microsoft, Oracle, Hyland, Adobe or IBM.

I have read through the solicitation, but after reading do not see sufficient details detailing what OMES is really looking for.

The State of Oklahoma seeks Supplier(s) able to provide software, training, pre-sales assistance, documentation, installation, maintenance, support, configuration, customization, and license agreement administration. This bid supports both SaaS Cloud Based Solutions and On-Prem Software Solutions.

OMES wishes to encourage Bidders to submit for all categories of software including business specific, law enforcement, emergency preparedness, productivity, and security products. This list is not exhaustive of all software that Oklahoma may have interest in.

Services will be obtained on a time and materials basis.

Would the State be able to accept an NDA (see attached) in order for our Information Security Team to properly respond to the security and technical aspects requested by the solicitation?

The State does not sign NDA's in order to review a vendors response.

We discovered a broken link within H. Section Eight: of the Bidders Instruction Document - Would you be able to provide an amendment so our team can review this document?

The broken link is not needed as the security certification attachment on the solicitation website will fulfill the same request.

Vendor just became aware of solicitation 090000556 yesterday. As I was looking thru the documents I couldn't find the scope of work. Should vendors be referring to the SoW from 1041 and 1022?

Vendor did not receive notification of this bid when it was released. We want to make sure that does not happen again. It could be the notification went to someone who is no longer with the company. I did register myself last

night on the OMES procurement website but was wondering if there is anything else that needs to be updated? Finally, with full respect to the process, is it feasible to get an extension until October 31st?

This solicitation is for SW1041. Within the notification the State provided the following.

The State of Oklahoma seeks Supplier(s) able to provide software, training, pre-sales assistance, documentation, installation, maintenance, support, configuration, customization, and license agreement administration. This bid supports both SaaS Cloud Based Solutions and On-Prem Software Solutions. OMES wishes to encourage Bidders to submit for all categories of software including business specific, law enforcement, emergency preparedness, productivity, and security products. This list is not exhaustive of all software that Oklahoma may have interest in.

Services will be obtained on a time and materials basis.

To guarantee notification, a vendor must be registered for the category code(s) tied to a specific contract. This could explain the reason NTT was not notified.

The State does not plan to move its response date from October 12th.

1. Bidder Instructions, page 14: Section 14.1 states that the State has the right to negotiate with “none or one or more bidders.” Is it the State preference to award this contract to a single vendor?
2. General: In order to allow sufficient time to incorporate answers to questions into bidders’ responses, if needed, would the State consider modifying the schedule to allow for at least 10 business days between release of Q&A and the bid response date?

The State anticipates this contract being a multi award contract.

The State anticipates the Amendment with all Q&A included to be posted more than 10 business days prior to responses being due.

Our information security team is concerned they would not be covered in the statewide bid to protect our security protocols from public disclosure. This would create a hard stop to us responding to the statewide bid and mandate we deal with each state/local entity individually for T&C’s.

You can mark the parts of your bid that you deem confidential and request those to be held in your response.

[Here](#) are the instructions and state laws that pertain to bid confidentiality for your reference.

Oklahoma does not sign NDA's in order to receive and award bid responses.

Please let me know if you have any further questions or concerns.

I had a question about Solicitation 0900000556 (Statewide contract for software and services to support state agencies and other eligible Oklahoma interlocal entities). This seem to be the same or similar scope to the SW1050 contract. Would you be able to tell me the difference between these 2 contracts?

This solicitation is for Software System manufacturers and software resellers and includes professional services for implementation and customization of the software.

SW1050 is for Deliverables Based IT Services and is for turn-key projects.

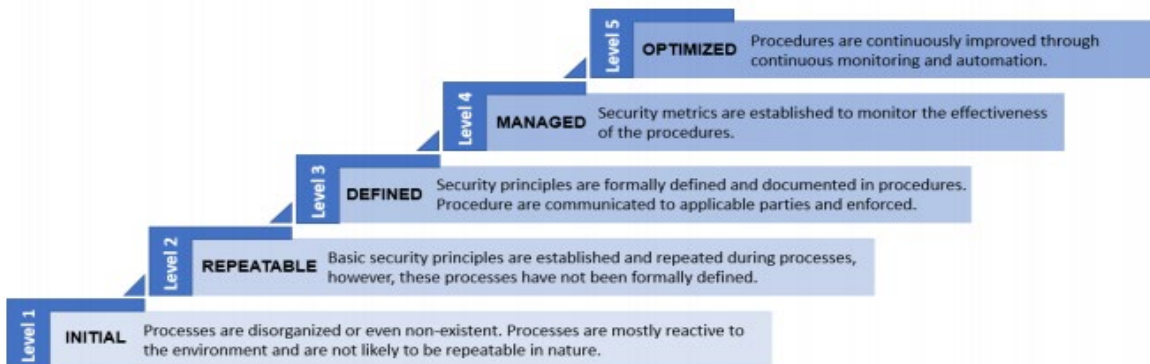
1. In accordance with the requirement at **Bidder Instructions, page 14, Section 13.4** that each bidder should be prepared to participate in oral presentations and demonstrations, can the State provide a projected timeline for oral presentations?
2. The requirement at **Bidder Instructions, page 6, Section 8.1,G.1**, references an Excel spreadsheet attached as Exhibit 2. This Exhibit 2 appears to missing from the collection of bid documents provided. Can

the State confirm that the Excel spreadsheet referred to in Section 8.1,G.1 of the Bidder Instructions is the pricing template included in the bid documents as Exhibit 1?

3. The **Security Certification Excel spreadsheet** included in the bid documents requests that respondents provide a Maturity Rating for each line item, ranging from 0 (meaning Nonexistent) to 5 (meaning Optimized). What are the State’s criteria for the Maturity Rating Boxes in the Security Certification Excel Spreadsheet?
4. **Attachment A** states the contract is awarded as a statewide contract to support “State agencies and other eligible Oklahoma Interlocal Entities.” Can the State provide a defined list of eligible state entities? In order to pay the contract management fee and provide quarterly reports, the supplier will need to validate each customer is an eligible entity before buying under the terms of the agreement.
5. In accordance with **Bidder Instructions, page 7, Section 8.2.B.iv**, the State requests that bidders complete a Certificate of Insurance and Worker’s Compensation Form. Can the State please confirm that it is only requesting proof of the bidder’s workers compensation insurance coverage, and that the State is not requesting that bidders provide any additional insurance certificates or requirements beyond proof of the bidder’s workers compensation insurance coverage?

(1) It is not known at this time if oral presentations will be required of any bidder. Should the state decide to execute that option bidders will be notified in advance.

(2)Yes, the pricing should be provided on Exhibit 1.



(3)

(4)The state does not have a composite list of eligible state entities. Eligible entities are defined as any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee department or other entity designated to act in behalf of the political subdivision; a state county or local governmental entity in it state of origin; and entities authorized to utilize contracts awarded by the State via a multistate or multi-governmental contract.

(5)Yes, a Certificate of Insurance and Workers Compensation Form must accompany your response.

When and how will the negotiation of the contract terms occur if vendor provides its standard master terms agreement within its bid response?

If the State determines to move forward with a vendor after evaluation of responses. The negotiation of terms would take place at that time.

Will these terms supplant the Oklahoma master terms?

Subject to negotiation

If not, will the Oklahoma master terms be subject to negotiation after the bid response is provided?

Yes

· In the 0900000556BidderInstructions document, Section D.1.3. states, “Documentation outlines how detailed documents of services that are provided to entities on an on-going basis to include services by location and account information can be obtained.” Please clarify what kind of information or sample documentation the State would like to see in response to this statement.

A. If bidder has the ability to show an agency what purchases were made for local offices throughout the state and what type of information can be provided.

· In the 0900000556 Exhibit1 pricing document, there are options for “Maximum Cost + % Markup” or “% off List Price”

o Is the State requiring the bidder provide both pricing options, or can the bidder propose one option?

A. One

o Can the State please clarify their definition of maximum cost? Would the State consider using the term “standard cost” + markup %?

A. Maximum cost is inclusive of all product cost factors. Yes.

· In the 0900000556 Contract Attachment C document, Section 6.1 states, “The State reserves the right to change this fee upward or downward upon sixty (60) calendar days’ written notice to Supplier without further requirement for an Addendum.” Can the State confirm bidders will be allowed to make post award price adjustments equal to the potential State increase or decrease in the contract management fee?

A. Yes

· In the 0900000556 Bidder Instructions document, Section 8, G.2 states, “In addition to the Value Added services OMES directly associated with the sales of software, such as related maintenance and support agreements for new and previously purchased software, the Bidder would provide, at no additional cost, management services to include, but not be limited to, providing price quotes, tracking licenses (new and existing), management of licenses, monitoring volume levels and opportunities for cost savings, training, installation/de-installation/implementation support, and software advisement to OMES and/or OMES Customers. Bidders would be expected to provide, at no additional cost, assistive and support services regarding the software that is representative of the State’s interest and best value.” Can the State please clarify or remove the “but not limited to” verbiage in the above referenced section? The specific language of “but not limited to” is open ended and could potentially hold bidders liable for all services, regardless of scope.

A. Please include this in your requested exemptions.

· In the 0900000556 Bidder Instructions document - Sections 8.1.i / 8.2.N – Does a third-party vendor include authorized OEM distributors, from which a bidder is required to source the product?

A. No.

· In the 0900000556 Exhibit 1 pricing document (description field Block 7A) – Are bidders allowed to submit pricing at the OEM level? i.e. OEM “X” will have a 10% discount off list. Or is the State requiring the bidder to submit pricing for the entire OEM price list?

A. Per OEM is acceptable.

· In the 0900000556 Bidder Instructions document – Section J – Can the State please clarify if the value-added products referenced in this section could include hardware? Or will the value-added product be exclusively software?

A. No hardware will be considered for this bid.

Does OMES have a maximum rate schedule for Information Technology Services? If so, please provide this information.

A. The state does not have a maximum rate schedule for software professional services.

For a software implementation partner proposing services - and the software would be procured through a third-party software provider - are you expecting the implementation partner to respond to software-specific requirements in the RFP, such as VPAT, SLA and the Security Certification information? If yes, are you expecting this for the full range of possible software?

A. The State of Oklahoma seeks Supplier(s) able to provide software, training, pre-sales assistance, documentation, installation, maintenance, support, configuration, customization, and license agreement administration. This bid supports both SaaS Cloud Based Solutions and On-Prem software solutions. Professional Services only suppliers should apply to be awarded a contract on Oklahoma DBITS SW1050.

Please provide the total spend through this contract for each of the past three years.

A.

Oklahoma FY21	\$22,196,972.00
Oklahoma FY22	\$19,028,378.00
Estimated 5-year contract value	\$103,063,375.00

Does the state have a maximum SOW dollar value allowed under this contract? If so, please provide.

A. No.

How is this procurement contract different from SW1050 Deliverable Based Information Technology Services Pilot Program? Are vendors able to be approved through both?

A. The intent of this bid is to contract for software and associated services. SW1050 is for Deliverable Based IT Services only and suppliers can be on both however this bid is for software including services.

In 0900000556AttachmentD, Section 10, Commercial Off The Shelf Software, "If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement 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." Please confirm that the OEM Products and Services resold under this Proposal will be governed by either the license agreement between the State and the OEM or, if no such agreement exists, the OEM's standard end user license and support agreements as provided by the OEM (e.g., a EULA).

A: Any OEM's T&C's would be considered inferior to the State's own T&C's. If a vendor wants to take exception to this they would need to do so via their solicitation response.

1) In the Bidder's Instructions, OMES states that "best value for cost" will be part of the evaluation criteria. Given the breadth of this RFP across different products and services with varying scopes and offerings, what process will the state use to determine whether a cost is high or low for purposes of this evaluation?

A. Cost comparisons will be performed.

2) When will the state make awards under this RFP?

A. At the earliest possible date after evaluations are completed.

3) Does the state intend for this contract, when awarded, to supersede and/or terminate other buying vehicles that the State currently uses, such as the National Association of State Procurement Officers ("NASPO"), distributors like CDW, and/or SW1050?

A. This bid is not meant to supersede and/or terminate SW1050. The state does intend to contract with suppliers that have previously held NASPO contracts.

4) After this contract is awarded, will suppliers still be able to contract directly with state agencies who want to use different contract vehicles?

A. If an agency has a need and puts it out for bid, any supplier is welcome to respond to an agency solicitation and contract directly with an agency in that instance.

5) Attachment D relates to ownership of Intellectual Property, Work Product and Supplier Intellectual Property. For Bidder's who provide commercial-off-the-shelf (COTS) software, through Software as a service (SaaS) licenses, there are provisions that are inconsistent with industry standard ownership terms and therefore, will preclude these Bidders from participating in business with the state. Will the state be open to negotiating these terms for such products? Examples of these provisions from Exhibit D include, without limitation, the following:

A. Yes, all exceptions to terms as indicated below should be provided in the exceptions document and returned with the response.

a. "Any software developed by the Supplier under the terms of the Contract 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." Suggested edit: add "Except for Supplier Intellectual Property."

b. "With respect to Supplier Intellectual Property, 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 Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products." Suggested edit: "Except for Supplier Intellectual Property that Bidder is licensing to the State for a fee under this RFP."

c. "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". Suggested edit: "Except for Supplier Intellectual Property."

6) As referenced in the Bidder's Instructions, subsection 8.2.H, a VPAT; Security Certification and Accreditation Assessment are requested to be included in the Bid. Can the Bidders warrant or certify in the bid response that these documents will be available upon contract award?

A. Yes, although included with response would be preferred.

7) Section 15.5 of the Bidder's Instruction states that an award can be accompanied by a PO and/or contract. Is the state's intent that an award under this RFP can be both a vehicle for a Bidder to become a qualifying seller in the state of Oklahoma, as well as a direct procurement vehicle for a specific agency need?

A. Yes.

8) Does the Respondent need to include a description of the individual products beyond the response to Exhibit 1? If so, how detailed does the description of the product(s) need to be?

A. No. We are looking for software catalog titles.

9) In Section 8.1.G.1 in the Bidder's Instruction, the RFP refers to Exhibit 2, however there is no Exhibit 2 in the RFP. Please clarify.

A. Erroneous entry. Exhibit 1 is for the pricing response. There is not an Exhibit 2.

10) In the Bidder's Instruction, Section G.2 appears overly broad in terms of the "no-cost" items that the state expects the Bidder to provide. Can you please clarify the meaning of the following terms so that Bidders clearly understand "no-cost" obligations:

a. "Management Services" - **Renewal notifications**

b. "installation and implementation support" - **As to issues with installation and implementation timeline management**

c. "software advisement" - **Suggesting software for a particular need or use-case.**

d. "but not limited to" suggests there are other categories not listed in this RFP. Please clarify. - **The state does not anticipate others but does not want to limit it.**

e. "monitoring volume levels and opportunities for cost savings" - **For consumption or tier based pricing that supplier assists the state with realizing economy from a better pricing strata when it becomes available.**

f. "Assistive and support services regarding the software that is representative of the State's interest and best value." - **Making the state aware of other resources or services that add value to the software.**

11) Are all the items in the Security Certification Checklist mandatory, or are they left up to the discretion of the Acquiring Agency?

A. Yes.

12) Regarding Bidder's Instruction, Section 8.2, please confirm that any COI coverage can be provided post contract award.

A. Bidders must provide the proof of Workers Compensation with their bid response.

13) Regarding Bidder's Instruction, Section 8.2.i.v, can you clarify that the reference to the worker's compensation form is the policy declarations page?

A. Yes

Will the State re-open the question deadline for five days after the receipt of answers? Source: 0900000556BidderInstructions - Bidder Instructions Cover Page
The State does not plan to do so at this time.

Can the State provide spend for the top 10 OEMs over the past three years? Source: 0900000556BidderInstructions.

A. The state does not have this information as requested. The below does not include Adobe, IBM, Microsoft or Oracle.

Oklahoma FY21	\$22,196,972.00
Oklahoma FY22	\$19,028,378.00
Estimated 5-year contract value	\$103,063,375.00

Please confirm Respondents need to respond to either cost plus markup or discount % off list per OEM. Source: 0900000556Exhibit1 Columns B & C

A. One or the other.

In order to provide the State with the most comprehensive and cost-effective solution, we request that the State extend the deadline until October 26, 2022. Source: 0900000556BidderInstructions - Bidder Instructions Cover Page

A. The State does not plan to do so at this time.

1. For software selection and implementation projects, will the services and/or roles such as those listed below remain under the current SW1025 IT Staff Augmentation contract or will they now be sourced through this statewide contract?
 - Business Analysis
 - Business Architect
 - Organization Change Management
 - Project Management
 - Quality Assurance

IT Staff Augmentation services will remain under SW1025.

1. How does OMES plan to score vendor responses? What are the evaluation criteria?
2. Please clarify when answers to the Vendor Q&A will be returned?
3. Can OMES please confirm the allowable expense reimbursement policy for approved travel?

The evaluation criteria are: Cost of products and services, technical evaluation, and customer references.

ASAP. Also, all vendor Q&A will be posted to the website via Amendment.

In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price. Travel expenses include, but are not limited to, transportation, lodging and meals.

Can the state provide copies of any documents/content that embedded links are used to direct us to, or corrected links. As an example, the links provided in Bidder Instructions footnotes, section H, Attachment B section 9.2, and Attachment D section 6, are not working.

Compliance Link. [Policy, Standards & Publications \(oklahoma.gov\)](#)

Security Info Link. [Information Security Policy, Procedures, Guidelines \(oklahoma.gov\)](#)

Security Services Standard Link. [Security Services Standard \(oklahoma.gov\)](#)

Can the State please describe the process through which the awarded supplier(s) will be able to add software publishers to this contract post-award?

A. Via Amendment to the catalog.

Does the State have a preference for this to be a single-award or multiple-award contract?

A. Multi-award

Security Certification:

If a vendor is submitting multiple products in their response, is the security certification required for each solution or just for the vendor if hosting State of Oklahoma data.

Is the security certification required to be filled out incompletion at submission of RFP or once awarded?

A. The security certification is required for the supplier.

Exhibit 1- Pricing:

If submitting products with multiple sku's, does a full price list need to be submitted at time of response, or just a summary of discounts?

A. A summary of discounts per product/manufactur.

General Question:

How often is this contract open for bidding? I.E, will it be available again in 2023 or at the end of the 5 year term (1 year, plus 4 renewals)

Is it acceptable for the Vendor to submit their standard Master Services Agreement, with the understanding that there will be a contract negotiation phase to review and negotiate any language that may be in conflict with the State's Terms?

A. The state has the option to open it up for supplemental bids at any time. Otherwise, it will be rebid prior to it's natural expiration.

Will the state consider contracting with vendors that are expert solution providers in specific enterprise applications that are used by other states, as opposed to distributors that offer a large number of major software brands, where the focus is more on license acquisition only?

A. The state understands this question to mean that you are a services provider. We are looking for software and services but not services exclusively. Bidders that offer services are encouraged to apply for SW1025 IT Staffing or SW1050 Deliverables Based IT Services.

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**) Title

Authorized Representative Signature