



State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

Solicitation

1. Solicitation #:

2. Solicitation Issue Date:

3. Brief Description of Requirement:

4. Response Due Date¹:

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO:**

Personal or Common Carrier Delivery:

Office of Management and Enterprise Services
Central Purchasing Division
Will Rogers Building
2401 N. Lincoln Blvd, Suite 116,
Oklahoma City, OK 73105

6. **Solicitation Type** (check one below):

- ☐ Invitation to Bid
☐ Request for Proposal
☐ Request for Quote

7. **Requesting Agency:**

8. **Contracting Officer:**

Name:

Phone: (405)

Email:

¹ Amendments to solicitation may change the Response Due Date (read CP GENERAL PROVISIONS, section 3, "Solicitation Amendments")



State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

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 : _____

VEN ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit²:

☐ YES – Permit #: _____

☐ NO – Exempt pursuant to Oklahoma Laws or Rules

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 a certificate of insurance with the bid

☐ NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)³

Authorized Signature

Date

Printed Name

Title

² For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

³ For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division

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.

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 efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

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

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A. GENERAL PROVISIONS

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 a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. 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 RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-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.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the Bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. 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 RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty 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.5.1.3. 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 offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at the Will Rogers Building, 2401 N. Lincoln Blvd. First Floor, Suite 116, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
 - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.2. Solicitation, as amended (if applicable); and
 - A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the 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 they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are 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 will 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.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or 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 the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

A.13. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

A.14. Award of Contract

A.14.1. The State Purchasing Director 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 by the State Purchasing Director to be in the best interest of the State of Oklahoma.

A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.

A.14.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.15. Contract Modification

A.15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.

A.15.2. Any change to the Contract, including but not limited to 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 the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.16. Delivery, Inspection and Acceptance

A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm

prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.17. Invoicing and Payment

- A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

- A.17.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.18. Tax Exemption

State agency acquisitions are exempt from sales taxes and federal excise taxes. Bidders shall not include these taxes in price quotes.

A.19. Audit and Records Clause

- A.19.1. 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 successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

- A.19.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) 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.20. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.21. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.22. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.23. Termination for Cause

- A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.24. Termination for Convenience

- A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.24.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.25. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.26. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.28. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.29. Special Provisions

Special Provisions set forth in SECTION B 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. ELECTRONIC SUBMISSION

All submissions should be submitted to Central Purchasing on electronic media in accordance with Section E.6.1 of the RFP. Submissions will not be accepted via email or hard copy. This term overrides any terms in Section A requiring submission of hard-copy.

B.2. MANDATORY AND NON MANDATORY TERMS

- B.2.1.** Whenever the terms “shall”, “must”, “will” or “is required” are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the respondent’s proposal.
- B.2.2.** Whenever the terms “can”, “may”, or “should” are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

B.3. CLARIFICATION OF SOLICITATION

- B.3.1.** Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation and must be prior to the closing date of the solicitation.
- B.3.2.** If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the 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 the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- B.3.3.** Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Central Purchasing Contracting Officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

B.4. MINOR DEFICIENCIES OR MINOR INFORMALITIES

- B.4.1.** “Minor deficiency” or “minor informality” means an immaterial defect in a bid or variation in a bid from the exact requirements of a solicitation that may be corrected or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- B.4.2.** The State Purchasing Director may waive minor deficiencies or informalities in a bid if the State Purchasing Director determines the deficiencies or informalities do not prejudice the rights of other bidders, or are not a cause for bid rejection.

C. SOLICITATION SPECIFICATIONS

C.1. BACKGROUND

In 1974, Congress passed the Safe Drinking Water Act which required all states to meet minimum standards for drinking water as determined by EPA. The Safe Drinking Water Act defines a Public Water Supply (PWS) as a system that provides water via piping or other constructed conveyances to the public for human consumption. The Act was amended in 1986 and again in 1996, resulting in set of limits for contaminant levels in drinking water, designed to ensure that water is safe for human consumption. These limits are known as Maximum Contaminant Levels (MCLs) and Maximum Residual Disinfectant Levels (MRDLs). In some cases, the EPA establishes treatment techniques in lieu of an MCL to control unacceptable levels of contaminants in water. The Agency also regulates how often public water systems (PWS’s) monitor their water for contaminants and report the monitoring results to the states or EPA.

The State of Oklahoma’s Public Water Supply program began in 1963 with the creation of programs within the Oklahoma State Department of Health. These duties were shifted to the newly formed Department of Environmental Quality in 1993. The DEQ now oversees over 1,600 active public water supply systems, serving approximately 3.2 million customers. The DEQ now has primacy for implementation of all SDWA requirements, in lieu of the EPA.

Of the 1,612 active PWS systems in Oklahoma, 203 use surface water as their source of water, 742 are groundwater systems and 647 purchase their water. All public water supplies are classified according to the number and type of persons served. Currently, 1,129 systems are classified as community water systems (such as towns and rural water districts), 109 are classified as non-transient, non-community water systems (such as schools or factories) and 374 are classified as non-community water systems (such as rest stops or parks). There are also much smaller systems, which are referred to as minor water systems.

C.2. EXPECTED OUTCOMES

The DEQ is seeking consultants with knowledge of federal environmental programs, Environmental Protection Agency (EPA) laws and requirements, and Oklahoma statutes to evaluate the PWS program/PWS monies administered throughout the DEQ. The consultant should possess the ability to fulfill the following objectives: conduct a cost of service study and to understand, evaluate and provide findings regarding the reasonableness, and accuracy of DEQ’s public water supply fee structure.

Additionally, the consultant will conduct a performance and efficiency study to analyze the processes the agency uses in administering the PWS program and will identify potential changes for a more efficient operation.

The consultant will be required to:

1. Coordinate and report directly to the Office of Management and Enterprise Services (OMES).
2. Evaluate DEQ's PWS program compared to federal laws/requirements and Oklahoma statutes/requirements. This will include identifying which PWS program activities are fulfilling federal and state requirements.
3. Evaluate DEQ's public water supply fee structure for reasonableness and accuracy and examine its impacts upon the regulated community.
4. Evaluate and make recommendations for the improvement of processes and procedures related to the DEQ's PWS program.

The consultant will deliver a report that fully articulates any findings regarding the cost of service and the performance and efficiency studies, the corresponding federal or state law mandate for the PWS program activities, fee structures and possible improvements, and operational efficiency and possible enhancements. This report will be provided to the Secretary of Energy & Environment, DEQ, the Oklahoma Municipal League, the Oklahoma Rural Water Association, and OMES.

D. EVALUATION

D.1. Evaluation Criteria

- D.1.1.** The State will evaluate Proposals against the evaluation criteria for the degree to which each Proposal meets the criteria as follows:

Attachment / Section	Description
Attachment A	RFP Cover Page and Checklist
Attachment B	Project Capability Submittal
Attachment C	Project Capability Plan
Attachment D	Risk Plan
Attachment E	Value Added Options
	Interview
Attachment F	Past Performance Information (PPI)
Attachment I	Supplier Cost Proposal

D.2. Description of Evaluation Criteria

- D.2.1.** RFP Cover Page and Checklist - Respondent will prepare and submit the RFP Cover Page and Checklist (See Attachment A)
- D.2.2.** Project Capability (PC) Submittal - The Project Capability Submittal has three components; Project Capability Plan, a Risk Assessment Plan, and a Value added Plan (see Attachments B, C, D, & E).
- D.2.2.1.** Purpose of PC Submittal

Respondents' PC Submittals will be used to assist the State in prioritizing Respondents submittals based on their ability to understand and deliver the Project. Additionally, the PC Submittal should assist the Respondent in planning what they are going to do before they do it. The PC Submittal will also provide high performing Respondents the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous best value results.

D.2.2.2. PC Submittal Format Requirements

- D.2.2.2.1.** PC submittal must NOT contain any names that can be used to identify who the Respondent is (such as firm names, personnel names, Project names, or product names).

- D.2.2.2.2.** The PC submittal must not include the proposed cost or proposed duration *associated with the initial scope* that the Respondent has identified in the Proposal Form.

- D.2.2.2.3. A PC proposal template is included in this RFP. This document must be used by all Respondents. Respondents are NOT allowed to re-create, re-format, or modify the template in any manner. Respondent must type their responses on the Word template provided.
- D.2.2.2.4. The PC submittal (whether the pages are blank or filled) must NOT exceed 6 pages (front side of page only) and is comprised of Project Capability plan (2 pages), Risk Assessment Plan (2 pages), and Value Added Plan (2 pages).
- D.2.2.2.5. Failure to comply with any of the PC format requirements may result in disqualification.
- D.2.2.2.6. The PC Submittal shall not contain any marketing information. The Submittal should be used to prove to the State that the Respondent has expertise for the specific project being proposed on.
- D.2.2.2.6.1. Overview of the Project Capability Plan (PC) - The Project Capability Plan is to allow the Respondent to differentiate their capability to meet the requirements of this project with a plan that meets time and cost goals. All cost and schedule impacts associated with technical capabilities listed within the PC plan must be included in your base cost/schedule.
- D.2.2.2.6.2. Overview of the Risk Assessment Plan - The Respondent should list and prioritize major risk items on this project that could cause the Respondent's "vision" or "plan" to deviate or not meet the expectations of the client (i.e. risks that the Respondent does not control). This includes sources, causes or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to the State. Do not include in this submittal any risks caused by a lack of the Respondent's technical competency. The risks should be described in simple and clear terms so that non-technical personnel can understand the risk. The Respondent must also explain how they will mitigate, manage, and/or minimize the risk from occurring. A mitigation / management plan solution with supporting documented performance (references, performance measurements of projects when the risk mitigation was used etc) .is required for a high rating from the selection committee. The backup performance information can include how many times the mitigation plan was previously used, and the impact on performance in terms of customer satisfaction.
- D.2.2.2.6.3. Overview of the Value Added Section - The purpose of the Value Added Plan is to provide Respondents with an opportunity to identify any value added options or ideas that may benefit the State at a change in cost or scope. These options or ideas may also be referred to as additional or optional services. Where applicable, the Respondent should identify: 1) what the State may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information and/or best value practices. The ProposAL should list the cost and time impact of any options or ideas. The Respondent should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this project, and indicate how the items will increase or decrease cost (note: a Value Added option must impact cost). All cost impacts associated with these Value Added options must NOT be included in your base cost.
- D.2.3.** Interviews - The State may shortlist (if necessary) the top rated Respondents. The shortlisted Respondents may be required to participate in an interview period. The State may interview all critical team members identified in the Past Performance Section of the Supplier response. The State may also request to interview additional personnel. The State will interview individuals separately (and may perform a group interview after the individual interviews are completed). No other individuals (from the Respondents) will be allowed to sit in or participate during the interviews. The State may request additional information prior to interviews. All proposed team members must be available in person for interviews on the date specified in this RFP. At the State's discretion, substitutes, proxies, phone interviews, or electronic interviews may be allowed. Individuals who fail to participate in the interview will not be given a score which may jeopardize the Respondent's competitiveness.
- D.2.4.** Past Performance Information - Respondents must prepare and submit a Reference List (Attachment F), Customer Surveys (Attachment F), and Past Performance Information Scores (Attachment F) as outlined in the Past Performance Information Guide (Attachment F). Failure to obtain a PPI score for any of the critical team components may jeopardize your Proposal's competitiveness. Suppliers should identify three critical team members, including the project manager, to be included in the PPI section of the RFP. If more than three critical team members are identified, the State will request vendor clarification to identify the three to be used for the purposes of evaluation and will disregard all other identified individuals.

The State will evaluate and score each Proposal. The Respondent selected for an award will be the one whose Proposal is responsive, responsible, and is the most advantageous to the State, as determined by the State in its sole discretion.

D.3. Dominance Check For Cost Reasonableness

- D.3.1.** After ranking all of the Respondents based on the selection criteria, weights, and ratings, the State will verify if the best prioritized respondent meets the following requirements:
- D.3.1.1. If the highest ranked Respondent is within 10% of the next highest ranked Respondents cost, then the highest ranked Respondent will be selected for the Pre-Award Phase;

- D.3.1.2. If the highest ranked Respondent's cost is more than 10% greater than the second highest ranked Respondents cost, the State reserves the right to invite the second highest ranked Respondent to the Pre-Award Phase.
- D.3.1.3. If the highest ranked Respondent's cost varies by more than 10% in comparison to the average Respondent's cost, the State reserves the right to proceed to the next highest ranked Respondent.
- D.3.1.4. When the State is considering going to the next best value Respondent, the best value Respondent can stay in the process by having presented dominant performance metrics which justify their selection despite their higher or lower cost.
- D.3.1.5. If all of the Respondents are above the State's anticipated costs, the State may obtain additional funds and apply the rules above, re-scope the Project, or cancel the Project.

D.4. Clarification/Pre-Award Phase

- D.4.1. The potential best-valued Respondent will be required to perform the Clarification/Pre-Award functions as outlined in Attachment G. The intent of this period is to allow the Respondent an opportunity to clarify their proposal, address any issues or risks, allow the client to add any concerns, and to prepare a Pre Award Document.

E. INSTRUCTIONS TO SUPPLIER

E.1. Introduction

- E.1.1. Prospective firms are urged to read this solicitation carefully. Failure to do so will be at the firm's risk. Provisions, terms and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The respondent is cautioned that the requirements of this solicitation can be altered only by written amendment approved by Central Purchasing and that verbal communications from whatever source are of no effect. In no event shall the respondent's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award. Failure to do so will be at the respondent's risk.

E.2. Pre-Proposal/ Process Education Meeting

- E.2.1. A meeting will be conducted by OMES to educate prospective firms on this new best value solicitation process. While not mandatory, it is strongly recommended that all firms interested in participating attend this meeting.

E.3. Post Pre-Proposal Meeting Questions

- E.3.1. Written questions concerning the solicitation are due by close of business no later than the date identified in the proposed schedule found in Section F.1.
- E.3.2. Written responses to questions and any amendments (if applicable) shall be published by the date identified in the proposed schedule found in Section F.1.
- E.3.3. All questions must be in writing via email to the contracting officer listed on the cover page of this solicitation.

E.4. Preparation of Proposal

- E.4.1. It is the responsibility of the bidder to inquire about any requirements of this RFP that are not understood.
- E.4.2. Information shall be entered on the form provided or a copy thereof.

E.5. Submission of Proposal

- E.5.1. By submitting a proposal, the firm agrees not to make any claims, damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- E.5.2. If a firm fails to notify OMES of an error, ambiguity, conflict, discrepancy, omission or other error in the solicitation, known to the firm, or an error that reasonably should have been known by the firm, the firm shall submit a proposal at its own risk; and if awarded the contract, the firm shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a firm takes exception to any requirement or specification contained in the solicitation, these exceptions must be clearly and prominently stated in their response.
- E.5.3. Completeness of proposal(s): It is desirable that the firm respond in a complete, but concise manner. It is the firm's sole responsibility to submit information in the responses as requested by this solicitation. The firm's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the firm's proposal(s).

E.6. Submission Deliverables

- E.6.1. Two (2) CDs or DVDs containing an electronic copy of the proposal which must be clearly marked with the Supplier's name, solicitation number and date of solicitation closing.

E.6.1.1. All electronic documents must be in one of the following software options:

E.6.1.1.1. MS Word (.doc or .docx), MS Excel (.xls or .xlsx), or Adobe PDF (.pdf)

E.6.1.1.2. Graphic portfolio samples must be in tif, gif or pdf

E.6.2. Proposal Content

The following information must be included on the electronic media as described above.

E.6.2.1. Completed "Responding Bidder Information" Purchasing Form 076.

E.6.2.2. Completed "Certification for Competitive Bid and Contract" Purchasing Form 004.

E.6.2.3. Evidence of meeting the insurance requirements

E.6.2.4. Acknowledgement of Amendments to the Solicitation (if applicable)

E.6.2.5. Agreements (if any) required by the firm.

E.6.2.5.1. Agreements not submitted with the firm's response will not be considered after Contract Award.

E.6.2.6. Attachment A – RFP Cover Page and Declaration

E.6.2.7. Attachment B – Project Capability Submittal Checklist and Format

E.6.2.8. Attachment C – Project Capability Plan

E.6.2.9. Attachment D – Risk Assessment Plan

E.6.2.10. Attachment E – Value Added Plan

E.6.2.11. Attachment F – PPI Instructions, Reference List & Survey

E.6.2.12. Attachment I – Cost Proposal Form

F. OTHER

F.1. Proposed schedule for the solicitation process

NO.	TASK	DATE
1	Educational/Pre-Proposal/Education Meeting	02/19/2014 9:00AM
2	Pre-Education Questions Due	02/28/2014, 5:00PM
3	Technical Questions Due	02/28/2014, 5:00PM
4	State Response to Questions	03/05/2014
5	Proposals due	03/13/2014
6	Supplier Interviews	TBD
7	Pre- Award Kick-off Meeting (scheduled by Supplier after addressing risks/concerns, milestone schedule, coordinating with all critical entities)	TBD
8	Pre-award Period (answer all technical concerns, identify what items were included and not included in scope, receive preliminary approval, put together contract which includes WRR, RMP, performance measures) Review of draft contract by State's representatives Pre- Award Meeting	TBD
9	Contract Signing	TBD

F.2. Explanation of Proposed Schedule (F.1)

F.2.1. Pre-Proposal/Education Meeting

F.2.1.1. The Pre-Proposal/Education meeting will be held on 02/19/2014 at 9:00AM. The location will be at the State Capitol Complex, Will Rogers Building Room 116 located at 2401 N. Lincoln Blvd, Oklahoma City, OK 73105. This meeting will also be held by Teleconference with connection details to be posted online 24 hours prior to the meeting.

F.2.2. Questions

F.2.2.1. All questions concerning the RFP are due no later than 02/28/2014, 5:00PM. Questions are to be emailed to the Contracting Officer listed on the front page of this solicitation. Questions received after this time will not be answered.

F.2.3. Proposals Due

F.2.3.1. Proposals are due 03/13/2014 by 3:00 p.m. Any proposals received after 3:00 p.m. will be considered late and will be returned to the supplier unopened.

- F.2.4.** Suppliers will be expected to have their key personnel available for interview in-person on the dates listed above. Interviews will be scheduled based on approximate distance from State offices to provide as much time as possible for Suppliers with travel requirements to schedule accommodations. Pre-Award Kick-Off Meeting, Pre-Award Period, and Contract Signing will be scheduled with Suppliers after the RFP has closed, but are tentatively scheduled for the dates above.

G. PRICE AND COST

Suppliers must submit a flat, fixed cost for program services on the form provided with ATTACHMENT I of the RFP. The proposed cost should reflect a Supplier's ability to meet the objectives in ideal conditions. The proposed cost should include all costs associated with travel, but any costs associated with "risks" outside the control of the Supplier should be removed from the proposed cost (example: delays caused by lack of responsiveness by the State). The State reserves the right to request additional clarification of the specific costs associated with performance of the contract.

H. ATTACHMENTS

- H.1. ATTACHMENT A – RFP COVER PAGE & DECLARATION**
- H.2. ATTACHMENT B –SUBMITTAL CHECKLIST & FORMAT**
- H.3. ATTACHMENT C – PROJECT CAPABILITY PLAN**
- H.4. ATTACHMENT D – RISK ASSESSMENT PLAN**
- H.5. ATTACHMENT E – VALUE ADDED PLAN**
- H.6. ATTACHMENT F – PPI INSTRUCTIONS, REFERENCE LIST & SURVEY**
- H.7. ATTACHMENT G – CLARIFICATION PRE-AWARD PHASE GUIDE**
- H.8. ATTACHMENT H – WEEKLY RISK REPORT**
- H.9. ATTACHMENT I – COST PROPOSAL FORM**