



State of Oklahoma  
Office of Management & Enterprise  
Services  
Central Purchasing

Solicitation Cover  
Page

1. Solicitation #: 0900000381

2. Solicitation Issue Date: 6/14/2019

3. Brief Description of Requirement:

The Office of Management and Enterprise Services (OMES) Central Purchasing Division (CP) is currently accepting proposals for School Bus Surveillance and Stop-Arm Violation Solutions. This will be a supplemental addition to SW0110 for school buses to add hardware, software, installation, etc.

4. Response Due Date<sup>1</sup>: July 25, 2019

Time: 3:00 PM CST/CDT

5. Issued By and **RETURN SEALED BID TO**<sup>2</sup>:

U.S. Postal Delivery Address: 5005 N Lincoln Blvd

Oklahoma City, OK 73105

Common Carrier Delivery Address: 5005 N Lincoln Blvd

Oklahoma City, OK 73105

Electronic Submission Address: None

6. Solicitation Type (type "X" at one below):

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

7. Contracting Officer:

Name: Jennifer McCaulla

Phone: 405.521.4772

Email: Jennifer.McCaulla@omes.ok.gov

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

<sup>2</sup> If "U.S. Postal Delivery" differs from "Carrier Delivery, use "Carrier Delivery" for courier or personal deliveries



**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: Office of Management & Enterprise Services Agency Number: 09000

Solicitation or Purchase Order #: 0900000381

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



## Responding Bidder Information

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

1. RE: Solicitation # 0900000381

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<sup>1</sup>:

☐ 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](http://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.<sup>2</sup>

<sup>1</sup> For frequently asked questions concerning Oklahoma Sales Tax Permit, see <https://www.ok.gov/tax/Businesses/index.html>

<sup>2</sup> 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.

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Authorized Signature

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Date

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Printed Name

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Title

**TABLE OF CONTENTS**

A GENERAL PROVISIONS..... 5

B. SPECIAL PROVISIONS .....10

C. SOLICITATION SPECIFICATIONS.....13

D. INSTRUCTIONS TO BIDDER .....19

E. CHECKLIST .....21

F. PRICE AND COST .....22

## **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 an entity acquires by purchase, lease purchase, lease with option to purchase, or rental;
- A.1.2. "Addendum" means a written restatement of or modification to a Contract Document executed by the Supplier and State.
- A.1.3. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.4. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.5. "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.1.6. "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 5005 N. Lincoln Blvd. Suite 300, 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 the following order of precedence:
  - A.9.2.1. Any Addendum to the Contract;
  - A.9.2.2. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.3. Solicitation, as amended (if applicable); and
  - A.9.2.4. 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, and must be prior to the closing date of 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 contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.



#### **A.13. Negotiations**

- A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors 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 that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.
- A.13.2. 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:
- A.13.3. Negotiations may be conducted in person, in writing, or by telephone.
- A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer 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 offer.
- A.13.6. The requirements of the Request for Proposal 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.

#### **A.14. 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 260:115-7-32.

#### **A.15. Award of Contract**

- A.15.1. 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.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. 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.16. Contract Modification**

- A.16.1. 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 Addendum, signed by the State Purchasing Director and the supplier.
- A.16.2. 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 Addendums, 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.17. Delivery, Inspection and Acceptance**

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The supplier(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.17.2. 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.18. Invoicing and Payment**

- A.18.1. 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. An invoice is considered proper if sent to the proper recipient and goods or services have been received.
- A.18.2. State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.18.3. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.4. Payment terms will be net 45. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. § 34.72.
- A.18.5. Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such 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 proper invoice.

#### **A.19. Tax Exemption**

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

#### **A.20. Audit and Records Clause**

- A.20.1. 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.20.2. The successful supplier(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.21. 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.22. 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.23. 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.24. Termination for Cause**

- A.24.1. 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.24.2. 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.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

#### **A.25. Termination for Convenience**

- A.25.1. 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.25.2. 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.26. Insurance**

The successful supplier(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.27. 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.28. 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](http://www.dhs.gov/E-Verify).

#### **A.29. 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.30. 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. Contract Period**

- B.1.1.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). The Initial Term for this contract will be Date of Award through 12/04/2019. 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.1.2.** 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.1.3.** 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.1.4.** 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 Supplier 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.1.5.** In the alternative, the State Purchasing Director reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

### **B.2. Mandatory Nature of Contract**

- B.2.1.** The contract resulting from this procurement will be considered mandatory use for purchases by all State Agencies.
- B.2.2.** All state agencies must use the contract for the products specified herein unless the ordering agency has received a written exception from the Contracting Officer. The State of Oklahoma reserves the right to conduct separate procurements to establish contracts for the same or similar products for any agency's specific needs.

### **B.3. Type of Contract.**

- B.3.1.** This contract is a firm fixed price agreement. This contract is for indefinite delivery and indefinite quantity.

### **B.4. Authorized Users**

- B.4.1.** Proposals shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts, Municipalities and other public bodies may avail themselves of the contract subject to the approval of the successful vendor(s). Each purchasing entity will place orders directly with the winning Bidder(s).
  - B.4.1.1.** CHECK APPROPRIATE BOX
  - B.4.1.1.1.** \_\_\_\_\_ Yes, proposal permits usage by entities other than State Agencies.
  - B.4.1.1.2.** \_\_\_\_\_ No, proposal permits usage by State Agencies only.

### **B.5. State Purchase Card**

- B.5.1.** The State currently has a VISA card to enable selected State employees to purchase needed goods and services using a State of Oklahoma purchasing card. The State prefers that the successful Bidder will accept this purchasing card as a form of payment. There shall be no additional cost to a requesting entity for use of purchasing cards as a payment method.
- B.5.2.** Acceptance of the State of Oklahoma Purchase Card (P-Card) requires that no charges be posted to the P-Card prior to the shipping of goods. Only the total of goods shipped may be charged to the P-Card upon shipping. All back-ordered goods cannot be charged until received by the supplier and shipped to the State of Oklahoma end user. Upon shipment, an itemized invoice must be emailed to the order requestor within two (2) business days of the charge.
  - B.5.2.1.** SIGNATURE OF ACCEPTANCE: \_\_\_\_\_ DATE: \_\_\_\_\_
  - B.5.2.2.** NAME: \_\_\_\_\_

### **B.6. Ordering**

- B.6.1.** Any supplies and/or services to be furnished under this contract shall be ordered by issuance of written purchase orders by State agencies and authorized entities or by the use of Oklahoma's P-card program which is currently

with Visa. There is no limit on the number of purchase orders that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

#### **B.7. Gratuities**

- B.7.1.** The right of the successful bidder to perform under this contract may be terminated by written notice if the Contracting Officer determines that the successful bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of Central Purchasing.

#### **B.8. Energy Conservation**

- B.8.1.** Oklahoma is an energy conservation State and we welcome any comments on the Bidders response that would indicate energy savings.

#### **B.9. Warranty**

- B.9.1.** The Successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

#### **B.10. Patents and Royalties**

- B.10.1.** The Supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

#### **B.11. Property Loss**

- B.11.1.** The Supplier shall reimburse the government entity for such property loss or damage caused by Supplier, it's employees or for anyone whose acts the Supplier may be liable.

#### **B.12. Contract Management Fee**

- B.12.1.** As empowered by State Statute 74 O.S. §85.33 A, the Office of Management and Enterprise Services imposes, and Suppliers agree to pay a contract management fee in the sum of one percent (1/2 of 1 %) of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Supplier, to OMES, Central Purchasing Division within 45 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract quarterly reporting periods". To ensure the payment is credited properly, the supplier must identify the check as a "contract management fee", the contract number and the quarter reporting.

- B.12.2.** The contract management fee check should be sent to:

Office of Management and Enterprise Services  
Attention: Accounts Receivable  
5005 N. Lincoln Boulevard  
Oklahoma City, OK 73105

#### **B.13. Contract Usage Reporting Requirements**

- B.13.1.** Bidder's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.
- B.13.2.** The Contract Usage Report will be sent, electronically, (format: .XLS) and regardless of quantity, within forty-five (45) calendar days upon completion of the quarterly reporting period to:
- B.13.2.1.** [Strategic.Sourcing@omes.ok.gov](mailto:Strategic.Sourcing@omes.ok.gov).
- B.13.3.** Contract quarterly reporting periods for management fees and usage reports shall be as follows:

REPORTING QUARTER	DUE DATE
January 1 through March 31	May 15 <sup>th</sup>
April 1 through June 30	August 14 <sup>th</sup>
July 1 through September 30	November 14 <sup>th</sup>

- B.13.4.** Failure to provide contract management fees and/or usage reports may result in a whole or partial cancellation or suspension of this Contract. The Supplier shall notify the contracting officer to any delay in providing any usage report or remittance.

**B.14. Price Adjustments**

- B.14.1.** Manufacturer's price increases, or other increases in the cost of doing business may not be passed on to the State of Oklahoma. Any price decrease effectuated during the contract period by reason of market change shall be passed on to the State of Oklahoma. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

**B.15. 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.16. News Releases**

- B.16.1.** The successful Bidder is not permitted to issue any news releases pertaining to any aspect of the services provided under this contract without prior written consent of the Oklahoma State Purchasing Director. Failure to adhere to this requirement may result in termination of the contract resulting from this solicitation.

**B.17. Limited Contact**

- B.17.1.** Pursuant to 260: 115-7-30(e) The State Purchasing Director may limit contact regarding a solicitation between bidders and agency personnel during the solicitation process. The limitation of contact may be described in the solicitation. All communication between bidders and agency personnel regarding a solicitation shall be documented and filed in the acquisition file.
- B.17.2.** All questions and communications shall be directed to the Contracting Officer.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Introduction**

The Office of Management and Enterprise Services (OMES) Central Purchasing Division (CP) is currently accepting proposals for School Bus Surveillance and Stop-Arm Violation Solutions. This will be a supplemental addition to SW0110 for school buses. The selection of suppliers will include hardware, software, installation, technical support and maintenance. The solution proposed can be turn-key. The proposal can also be for a supplier hosted or an on-prem. solution.

### **C.2. Mandatory Requirements**

#### **C.2.1. Camera Hardware - External**

- C.2.1.1.** Describe how many lanes of traffic can be captured with the proposed solution.
- C.2.1.2.** Detail the cameras optics and how they are best suited for day and night viewing clarity with compensation for additional elements such as headlights.
- C.2.1.3.** Define how the exterior cameras are weather and impact resistant.
- C.2.1.4.** Define how the cameras and recording devices mount to the vehicle and where.
- C.2.1.5.** Discuss how the equipment does not impede the performance of the driver and safety of the passengers.
- C.2.1.6.** Discuss how the external mounted cameras are engaged when a stop-arm violation has occurred.

#### **C.2.2. Camera Hardware – Internal**

- C.2.2.1.** Detail the internal camera optics and how they are best suited for internal lighting resolution and clarity.
- C.2.2.2.** Define how the cameras and recording devices mount to the vehicle and where.
- C.2.2.3.** Discuss how the equipment does not impede the performance of the driver and safety of the passengers.

#### **C.2.3. Recording Hardware**

- C.2.3.1.** Discuss how the recording device captures, stores and transmits data (e.g. USB, Ethernet, Bluetooth, Wi-Fi, etc.)
- C.2.3.2.** Discuss how the recording devices are locked-down and secured.
- C.2.3.3.** Indicate any additional hardware that is required, such as monitors that are not supplied with the solution and provide specifications.

#### **C.2.4. Software –**

- C.2.4.1.** Describe the Supported operating system(s)
- C.2.4.2.** Define the browser compatibility including versions.
- C.2.4.3.** Discuss how the software is intuitive and user friendly.
- C.2.4.4.** Discuss any additional API integrations available with the software such as Global Positioning Systems and law enforcement software.
- C.2.4.5.** Discuss how the data collected is time/date stamped and can be searched within the solution.
- C.2.4.6.** Discuss how the solution can be customized or configured for district specific needs.
- C.2.4.7.** Describe if the software application has a mobile application where someone utilizing a smart phone or tablet can utilize the application.

#### **C.2.5. Support and Reporting**

Discuss in detail the following system features for support and reporting:

- C.2.5.1.** 24/7/365 system support via phone, email and web.
- C.2.5.2.** Local support resources that can be on-site quickly when needed.



- C.2.5.3.** What geographical area does the Supplier cover?
- C.2.5.4.** Outline the product's available self-service support options (e.g. online resources, user forums, knowledge bases, etc.)
- C.2.5.5.** Discuss the system's search functionality.
- C.2.5.6.** Provide a list of standard reports included with the system.

### **C.3. Reliability and Stability**

- C.3.1.** How resilient is the product to hardware and software failure?
- C.3.2.** What are the unavoidable single points of failure?
- C.3.3.** Can routine hardware maintenance be performed without disrupting the system availability to users?
- C.3.4.** How does the system degrade when the load becomes too much?
- C.3.5.** What are alerts and warnings that appear when this happens?

### **C.4. Backup**

- C.4.1.** What are the methods for full system backup?
- C.4.2.** Describe how information is archived in the system?

### **C.5. Disaster Recovery**

- C.5.1.** How would a district perform disaster recovery?
- C.5.2.** If you or a sub-contractor provides a hosted solution, describe the in-house disaster recovery procedures.

### **C.6. Security**

- C.6.1.** Describe the security measures in place to ensure only authorized members can see their secure information.
- C.6.2.** What security protocols or standards are available to secure data collected and secure transactions protecting transmission of information?

Discuss the process and procedures regarding the following:

- C.6.1.** Disaster recovery
- C.6.2.** Back-up
- C.6.3.** Redundancy
- C.6.4.** Describe what types of security assessments are routinely performed against the solution including frequency. For example, code reviews, penetration tests, vulnerability assessments, etc.
- C.6.5.** Describe how user account password resets are performed in the system.

### **C.7. Support and Service**

- C.7.1.** Describe the ongoing maintenance.
- C.7.2.** Discuss the technical on-line knowledge base if provided.
- C.7.3.** Define the support response times.
- C.7.4.** Define the standard support hours.
- C.7.5.** Where is the location of call center staff?
- C.7.6.** Define your companies change management process.
- C.7.1.** How and where are warranty and repair issues resolved?

### **C.8. Training**

Discuss in detail the following in relation to the system training.

- C.8.1.** Proposal must include initial training for staff.
- C.8.2.** Provide information on the structure and method of initial go-live training.

- C.8.3.** Indicate the experience level and level of familiarity with your solution of the trainer(s) who would provide go-live training.
- C.8.4.** Provide information about any available ongoing training resources after go-live, including online training that may be available.
- C.8.5.** Indicate what training is available for future major product version/major functionality changes and improvements.
- C.8.6.** Training materials should be available online for future training or as a reference.

## **C.9. Hosting**

Answer the following questions related to a Supplier-hosted system and an Agency-hosted system respectively. If either option is not applicable with your system, please answer N/A:

### **C.9.1. Supplier Hosted**

- C.9.1.1.** Provide details on any costs specific to a Supplier-hosted solution in Section G.
- C.9.1.2.** Provide data showing system uptime and availability over the course of at least the last year.
- C.9.1.3.** Provide estimates based on historical data regarding how much scheduled downtime can be expected.
- C.9.1.4.** Indicate how clients will connect to the Suppliers hosted servers (i.e. public Internet, TLS, SSL, point-to-point VPN, etc.).
- C.9.1.5.** Indicate what part(s) of the system the Supplier will offer to host (e.g. database server, Web server, etc.).
- C.9.1.6.** Describe which standards or best practices are followed regarding the security of your hosting environment.
- C.9.1.7.** What regular industry standard, third-party audits does your system undergo and how often?

### **C.9.2. Agency Hosted**

- C.9.2.1.** Minimum server specification requirements.
- C.9.2.2.** Recommended server configuration (i.e. number of servers and their roles).
- C.9.2.3.** Supported server operating system(s).
- C.9.2.4.** Supported server database(s).
- C.9.2.5.** Suppliers preferred method of gaining remote access to the server(s) for the purposes of support and maintenance.
- C.9.2.6.** Describe the mechanism by which clients will connect to the systems' server(s).
- C.9.2.7.** If any portion of the proposed solution is to be hosted by an Agency, the Agency hosted portion must:
  - Be developed in a well-known, industry standard, fast, and reliable database system such as Oracle or Microsoft SQL.
  - Run on a well-known platform such as Unix, Linux, or Microsoft Windows.
  - System must be configured with protection from loss of data, including up-to-the-second changes and some form of restore from backup functionality.
  - Describe the system's backup and recovery model.

## **C.10. Administration**

Define how the solution provides for the following:

- C.10.1.** User Rights/Role Based Administration
- C.10.2.** Passwords
- C.10.3.** Audit
- C.10.4.** Authentication

## **C.11. Vehicle Mounting and Installation**

**C.11.1.** Discuss if the solution provides for installation and provide pricing.

**C.11.2.** Provide information on a typical vehicle installation.

## **C.12. Required Documentation**

Any Bid shall include, as applicable, hosting provisions, Service Level Agreements (SLA's), Billing Information, Documentation, Training, Account Team/Support Provision, Escalation Process and Pricing for each service. Such provisions, SLA's and other information are subject to negotiation and additional provisions related to hosting services and SLA's may be required prior to any award being issued.

1. A Service Level Agreement (SLA) outlines the minimum service that a customer may expect for services, warranties and support. The SLA should include an example performance report and a matrix for service credits that relate to the Suppliers performance under the SLA.

2. Billing Information outlines what information is provided in billing and how it is delivered.

3. 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.

4. Training outlines the general requirements for providing training for implementing and using the solution at the End-User level and at Administrative/Operational Personnel levels.

5. Account Team and Support Provisions outline the Suppliers capabilities of providing world class support and account service.

6. Escalation Process outlines the predetermined levels of escalation in the event of an emergency.

## **C.13. Value Add**

**C.13.1.** Provide and other solutions that you provide that are within the scope of this solicitation

## EVALUATION

### **C.14. Evaluation and Award**

**C.14.1.** Bids shall be evaluated on the "best value" determination.

**C.14.2.** The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

### **C.15. 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.

### **C.16. Competitive Negotiations of Offers**

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.

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:

**C.16.1.** Negotiations may be conducted in person, in writing, or by telephone.

**C.16.2.** 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.

**C.16.3.** 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.

**C.16.4.** 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.

**C.16.5.** 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.

### **C.17. Evaluation Process**

#### **C.17.1. Determination of Solicitation Responsiveness**

A Responsive Bid is a Bid that meets all of the following Solicitation requirements:

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion) Form 004
- Pricing Proposal submitted
- References (Attachment A) submitted
- Amendments, if issued are acknowledged.

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.

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

#### **C.17.2. Evaluation of Bid**

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

#### **C.17.3. Evaluation of Cost**

Cost comparisons are performed.

#### **C.17.4. Best Value Evaluation of Products/Services**

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

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.

- C.17.5.** 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.

## **D. INSTRUCTIONS TO BIDDER**

### **D.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 Contract.

### **D.2. Preparation of Bid**

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

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

### **D.3. Submission of Bid**

**D.3.1.** All Bids must be submitted to OMES – CP to the attention of the Contracting Officer 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.

**D.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.

**D.3.3.** Each Bidder must submit one (1) original copy of the Bid on flash/thumb drive for a total of one (1) electronic document in a "machine readable" format. Each Bid must be submitted in a single sealed envelope, package, or container.

**D.3.4.** 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.

**D.3.5.** 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.

**D.3.6.** 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.

**D.3.7.** 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.

**D.3.8.** 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 of information.

**D.3.9.** 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.

**D.3.10.** 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..

### **D.4. Proprietary and Confidential**

**D.4.1.** 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 Purchasing Director shall make the final decision as to whether the separately submitted information is confidential.

- D.4.2.** If the State Purchasing Director 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.

**D.5. Communications Regarding Solicitation**

- D.5.1.** 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 Bid being considered non-responsive and not considered for further evaluation.

**D.6. Administrative Review**

- D.6.1.** 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 **(July 15, 2019)**. 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.

**D.7. General Solicitation Questions**

- D.7.1.** Bidder may submit general questions concerning the specifications of this Solicitation. All questions must be submitted in writing by **(July 18, 2019)**. Questions must be sent electronically to the Contracting Officer at Jennifer.McCaulla@omes.ok.gov.
- D.7.2.** Questions received via any other means will not be addressed.
- D.7.3.** These questions shall be answered directly in the form of an amendment and posted on the OMES - CP website. Bidders are advised that any questions received after 3:00 P.M. Central Time on **(July 18, 2019)** shall not be answered.

**D.8. Electronic Funds Transfer (EFT)**

- D.8.1.** 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:
- D.8.1.1.** \_\_\_\_\_ Yes, Bidder will accept payment by EFT.
- D.8.1.2.** \_\_\_\_\_ No, Bidder will not accept payment by EFT.

**D.9. Bid Deliverables**

- D.9.1.** Section One – Introduction
- D.9.1.1.** Letter of Introduction
- D.9.1.2.** Completed “Responding Bidder Information” OMES Form 076.
- D.9.1.3.** Completed “Certification for Competitive Bid and Contract” OMES Form 004.
- D.9.1.4.** Signed Amendment(s), if any.
- D.9.1.5.** Any exceptions to solicitation terms and conditions.
- D.9.2.** Section Two – Past Performance Information
- D.9.2.1.** Please refer to Attachment A for complete instructions. A form to be forwarded to the references (past clients) is provided in that attachment. These forms must be filled out and sent directly to the State by the references.
- D.9.2.2.** It is required that a listing of the references which you have asked to complete the surveys is also included in Attachment A, and listing must be submitted with the response.
- D.9.3.** Section Three – Response to Specifications/Requirements and Pricing
- Bidder must provide detailed response detailing their ability to meet or exceed specifications/requirements in this Solicitation. Bidder must also provide pricing (Section F).

**D.10. Notice of Award**

- D.10.1.** 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.

**E. CHECKLIST**

None



**F. PRICE AND COST**

**F.1. Pricing Proposal**

Provide costs for licensing, training, maintenance, storage and any additional program costs, as applicable. All cost information must be provided in Excel format.

Pricing shall be submitted in the following format:

Description	List Price	% off List Price	Oklahoma Cost

**State of Oklahoma**

**Buses Supplemental for Surveillance and Stop-Arm Violation Solution**

**RFP # 0900000381 / SW0110**

**Attachment A: Reference List and Past Performance Information Template**

**Respondent Name:**

	Customer Name	Point of Contact Name	Email Address	Phone Number	Date of Services
1					
2					
3					