# Bidder Instructions Cover Page

**Solicitation#:** 0900000428 **Solicitation Issue Date:** January 14, 2020

**DUE DATES AND TIME (CENTRAL STANDARD TIME):**

**Bid Response:**
3:00 p.m. on February 13,2020

**Request for administrative review**:
3:00 p.m. on January 21, 2020

**Questions and answers:**
3:00 p.m. on January 30, 2020

**CONTRACT TYPE:**

**Agency:** [ ] **Statewide:** [X]

**Agency Name/Number** _____

**SOLICITATION TYPE:**

[X] **Request for Proposal** [ ] **Request for Quote** [ ] **Invitation to Bid**

**Information technology Bidder Instructions are applicable:**

[ ] **Yes** [X] **No**

**Terms regarding sensitive data will be included in the Contract including, but not limited to:**

**HIPAA** _____ **CJIS** _____

**FERPA** _____ **OTHER** _____

**1075** _____

| **RETURN SEALED BID TO:** | **CONTRACTING OFFICER:** |
|---|---|
| Office of Management and Enterprise Services ATTN: 0900000428<br>5005 N. Lincoln Blvd.<br>Oklahoma City, OK 73105 | **Name:** Cini Zacharia<br>**Email:** cini.zacharia@omes.ok.gov<br>**Phone No.** 405-522-9078 |

[1] Amendments to the Solicitation may change the Bid Response Due Date (read "Solicitation Amendments" in these Bidder Instructions)

# Responding Bidder Information

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

1. **RE: Solicitation #** 0900000428

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: ____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

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

☐ YES – Permit #: _____

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

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

☐ YES - Filing Number: _____

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

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

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

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

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

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,

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

and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.

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

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

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

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

Agency Name: OMES Agency Number: 09000

Solicitation or Purchase Order #: 0900000428

Supplier Legal Name: _____

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

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

# Vendor/Payee Form

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

**DO NOT use this form for:**

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

**AGENCY SECTION** (To be completed by state agency representative):
**State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.**
**VENDOR/PAYEE SECTION** (To be completed by vendor/payee)
***Please print legibly or type this information. Form must be completed and signed by authorized individual. Email or fax to requesting state agency.***

| | | | | | |
|---|---|---|---|---|---|
| **Agency Name** | Office of Management & Enterprise Services (OMES) | | | **Contact Name** | |
| **Phone #** | | **Fax #** | Na | **Email** | |

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

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

**Vendor 1099 Reportable Status**

**Attention Paying Agency:** Please check the ***Add*** box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the ***Remove*** box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:

☐ **Add:**
☐ **Remove:**

| | | |
|---|---|---|
| ☐ 1 - Rents | ☐ 2 - Royalties | ☐ 3 – Other Income |
| ☐ 6 - Medical & Health Care | ☐ 7 - Non-Employee Compensation | ☐ 10 - Crop Insurance Proceeds |
| ☐ 14 - Gross Proceeds to an Attorney | | |

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

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

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

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

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

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

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

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

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

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

**W-9 SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES**

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

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

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

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

**Entity Filing Classification:**

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

☐ Limited Liability Company Type: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ _____

Signature of Vendor Representative or Individual Payee Date

_____

Title of individual signing form for company

_____

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

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

**☐ 1 - RENTS**

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

**☐ 1- RENTS (continued)**

532141 Rent of Motor Vehicles
532142 Lease of Motor Vehicles

**☐ 2 – ROYALTIES**

553170 Royalties

**☐ 3 – OTHER INCOME**

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

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

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

**☐ 7 - NON-EMPLOYEE COMPENSATION**

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

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

553180 Settlements – Paid To/Thru Attorney

| | |
|---|---|

# Bidder Instructions

Information related to the Bid submission process is contained in these Bidder Instructions. Prospective Bidders are urged to read the Solicitation and these Bidder Instructions carefully. Failure to do so shall be at the Bidder's risk.

## 1 Definitions

The following terms, when used in these Bidder Instructions, shall have the following meanings:

**1.1** **Alternate Bid** means a Bid which contains an intentional substantive variation to a basic provision, specification, term or condition of the Solicitation.

**1.2** **Amendment** means a written change, addition, correction or revision to the Solicitation by the State agency issuing the Solicitation.

**1.3** **BAFO** means a best and final offer requested by the State agency issuing the Solicitation.

**1.4** **Bid** means an offer a Bidder submits in response to the Solicitation.

**1.5** **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.

**1.6** **Bid Packet** means the order described in these Bidder Instructions in which all Bidders shall insert the relevant sections of a Bid and which shall be the format for all submitted Bids.

**1.7** **OAC** means the Oklahoma Administrative Code.

## 2 Instructions Compliance

These Bidder Instructions are not part of the Contract resulting from the Solicitation; however, compliance with these Instructions is material to the determination of whether a Bid is responsive. Terms, requirements and specifications may be stated or phrased differently than in a previous solicitation irrespective of past interpretations, practices or customs. Solicitation requirements are altered only by written Amendment and verbal communications from any source whatsoever are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in the Solicitation or related documents constitute grounds for a claim after award of the Contract.

## 3 Communications and Questions Concerning Solicitation

The Contracting Officer listed on the Bidder Instructions Cover Page is the only individual the Bidder should contact, or communicate with, regarding any questions or issues with the Solicitation or a bid. Failure to comply with this requirement may result in the Bid being considered non-responsive or not considered for further evaluation.

### 3.1 General Questions

**A.** Bidder may submit general questions concerning the specifications of the Solicitation online at cini.zacharia@omes.ok.gov. Questions received via any other means will not be addressed.

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

### 3.2 Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of Bid information or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussion shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. Bidder answers that are outside scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential bidder is not binding.

## 4 Administrative Review

**4.1** A Bidder that believes the Solicitation requirements or specifications, or Bid Response Due Date, are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Contracting Officer. The State shall promptly respond in writing to each written administrative review request, and where appropriate, issue a revision, substitution or clarification through an Amendment. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes.

**4.2** If a Bidder fails to notify the Contracting Officer of an error, ambiguity, conflict, discrepancy, omission or other error in the Solicitation known to Bidder, or that reasonably should have been known by Bidder, the Bidder accepts the risk of submitting a Bid and, if awarded the Contract, shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

## 5 Solicitation Amendments

**5.1** Any Solicitation Amendment shall be set forth at the same online link as the Solicitation.

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

## 6 Confidentiality Request

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure after contract award pursuant to OAC 260:115-3-9[2]. However, a public Bid opening does not make the Bid immediately accessible to the public. All

[2] OAC 260:115-3-9 is located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

material submitted by a Bidder becomes the property of the State. No portion of a Bid shall be considered confidential after award of the Contract except, pursuant to 74 O.S. §85.10, information in the Bid determined to be confidential by the State Purchasing Director or delegate. Typically, a properly submitted confidentiality claim of a potential awardee is reviewed and determined prior to award; a properly submitted confidentiality claim of a non-awarded Bidder is reviewed and determined only when responding to an open records request concerning the Bid. Additional information regarding information considered confidential by a Bidder is provided in Section 8.2.C below.

## 7 Acceptance of Solicitation Content

Unless otherwise provided in Section Four of a Bidder's response to the Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all State terms and conditions relating to the Solicitation. Upon award of a contract to the successful Bidder, the contents of the Solicitation, as may be amended by the Bid after negotiation, shall become contractual obligations between the parties.

## 8 Required Bid Structure

### 8.1 Preparation of Bid

**A.** The Bid is required to be structured into separate, labeled and easily identifiable sections using the Bid Packet format provided below. A Bid submitted using any other format may not be accepted. The Bid should not contain duplicative content. Any section of the Bid Packet that is not applicable to the Bid shall have a page inserted to denote the section is not applicable. For instance, if business references are not required, the Bid should contain a page after the "Business References" section heading that reads "Not Applicable", "N/A" or some similar notation.

**B.** The Bid will be evaluated using a best value criteria, based on the following:
- **i** Cost;
- **ii** Minimum order specified; and
- **iii** Delivery lead time specified.

**C.** In order to procure the most cost-effective method of ordering equipments and meet the needs of customers, Bidders are encouraged to submit an alternate proposal for differing quantities so that a customer can choose among multiple solutions for a cost-effective method of ordering.

**D.** Pricing shall be proposed for entire potential term of the Contract in the format shown on Exhibit 1 to the Solicitation. Value-added items may be included.

### 8.2 Bid Packet Format

#### A. Section One: Cover Page

A dated cover page or transmittal letter that identifies the Solicitation and the Bidder and provides Bidder contact information.

**B. Section Two: Required Forms, Certifications and Disclosures**

**i** Completed "Responding Bidder Information" form set forth and accompanying required documentation.

**ii** Completed "Certification for Competitive Bid and Contract" form.

**iii** Bidder shall additionally provide in this section of its Bid, disclosure of (1) any public contract terminated by a governmental entity or suits or claims against the Bidder for failure to perform in connection with a public contract (including any company which a Bidder has merged with or acquired that will be performing services or providing products if awarded the Contract); (2) any contractual relationship or any other relevant contact with any State personnel or another Bidder or Supplier involved in the development of a Bidder's response to the Solicitation; (3) the name of any officer, director or agent of the Bidder who is also an employee of the State of Oklahoma or any of its agencies; (4) the name of any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder firm or any of its branches and (5) any activity or interest that conflicts or may conflict with the best interest of the State, including but not limited to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or partial or whole termination of the Contract.

**iv** Certificate of Insurance and Workers' Compensation form.

**v** Completed Vendor Payee form.

**vi** Any information requested in connection with a Solicitation regarding subcontractors a Bidder proposes to use in performance of the resulting contract.

**vii** Signed Amendment(s), if any, located at the same online link as the Solicitation.

The Bidder shall acknowledge agreement with each Solicitation Amendment, if any, by inserting the Solicitation Amendment in this section, signed by or on behalf of the Bidder.

**C. Section Three: Bid Portions Requested to be Held Confidential**

**i** If the Bid Packet contains information the Bidder believes to be confidential, the Bid Packet shall be conspicuously marked on the outside to indicate it contains information considered confidential.

**ii** Any portion of the Bid that the Bidder requests be held confidential shall be inserted in this section and the Bidder must specifically identify, on

each page, the specific information considered confidential and otherwise fully comply with OAC 260:115-3-9[3] which additionally requires a Bidder to enumerate the specific grounds, based on applicable laws which support treatment of the information as exempt from disclosure and explain why disclosure is not in the best interest of the public. Additional information regarding information considered confidential by a Bidder is provided in Section 6 above.

**iii** A Bid marked in total, as proprietary and/or confidential shall not be considered confidential. Likewise, unless specifically referenced otherwise in a Solicitation, resumes, pricing, marketing materials, business references, Voluntary Product Accessibility Templates, additional terms proposed by a Bidder and subcontractor information are not confidential and are not exempt from disclosure under the Oklahoma Open Records Act. The foregoing list is intended to address information often marked confidential that is not exempt from disclosure and is not an exhaustive list.

**iv** **ANY INFORMATION MARKED AS CONFIDENTIAL AND EMBODIED ELSEWHERE IN A BID RATHER THAN INSERTED IN THIS SECTION OF THE BID PACKET WILL NOT BE CONSIDERED CONFIDENTIAL AND WILL BE SUBJECT TO DISCLOSURE WITHOUT FURTHER REVIEW. THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR A CONFIDENTIALITY CLAIM. LIKEWISE, CONFIDENTIALITY CLAIMS OF A BIDDER WILL NOT BE CONSIDERED IF A BID DOES NOT COMPLY WITH REQUIREMENTS OF OAC 260:115-3-9 AND THE INFORMATION WILL BE SUBJECT TO DISCLOSURE PURSUANT TO STATE LAW.**

**D. Section Four: Requested Exceptions to Terms**

**i** Any requested exception or revision to terms associated with the Solicitation shall be inserted in this section using the table provided at the end of these Bidder Instructions. If no exceptions or revisions are requested, the Bid should reflect that by either submitting the table with no additions to it or by marking the table "N/A". Each requested exception or revision shall identify (i) the document and section reference of the specific affected term and (ii) either that the term is inapplicable and should be intentionally omitted or offer alternative language if the Bidder is requesting revision of the term. Some examples are provided on the table for illustrative purposes only and, if not deleted in a submitted Bid, will be disregarded.

[3] OAC 260:115-3-9 is located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

**ii** A clarification question is not an exception and any clarification included in this section will be disregarded.

**iii** If the Bid contains a copy of existing terms between the Bidder and the State that the Bidder believes are applicable to the Acquisition, the Bidder need not take exceptions to the General Terms; however, the remainder of terms and contents of a document related to the Solicitation including, without limitation, all attachments, appendices and exhibits remain applicable and are not supplanted by such existing terms. Therefore, any exception to portions of the Solicitation or other related documents, other than General Terms must be included in this section as an exception.

**iv** **ANY EXCEPTION EMBODIED IN ANOTHER SECTION OF THE BID OR IN A FORMAT OTHER THAN THE PROVIDED TABLE WILL NOT BE CONSIDERED. LIKEWISE, AN EXCEPTION EXPRESSING ONLY GENERAL DISAGREEMENT WITH A TERM OR A GENERAL EXCEPTION TO A SOLICITATION, WITHOUT SUGGESTED ALTERNATIVE WORDING OR IDENTIFYING THAT THE TERM SHOULD BE INTENTIONALLY OMITTED, WILL NOT BE CONSIDERED.**

### E. Section Five: Additional Bidder Terms

Any additional terms that the Bidder requests be applicable to the Contract shall be inserted in this section and shall be provided in Word format. Any such terms not submitted in this section of the Bid shall not be considered and, should a Bidder be awarded a Contract, neither the State nor a customer shall be required to execute additional documents not included in a Bid. For example, if a Bidder typically uses an ordering document in connection with an acquisition, the ordering document template shall be included in the Bid.

### F. Section Six: Existing Terms between Bidder and State

A copy of any existing terms, mutually executed by the Bidder and the State, that the Bidder believes are applicable to the Acquisition shall be inserted in this section. Any existing terms not submitted in this section of the Bid shall not be considered.

### G. Section Seven: Executive Summary

The Bidder's executive summary shall be inserted in this section. Marketing information, general company information and other similar information should be included in the executive summary and should not be included in other sections of the Bid.

**H. Section Eight: Response to Solicitation Specifications and Requirements**

**i** The portion of the Bid to be inserted in this section shows the ability of the Bidder to meet or exceed Solicitation specifications and requirements.

**ii** If a VPAT is required, the URL link to the Bidder's VPAT shall be inserted in this section at the Bid Packet page referencing the VPAT.

**iii** If an information technology Security Certification and Accreditation Assessment is required, the completed Assessment shall be inserted in this section at a Bid Packet page referencing the Security Accreditation Assessment. The Assessment is located online at https://www.ok.gov/cio/documents/SecurityCertification-R.xlsx.

**iv** If service level agreements are required, the proposed service level agreements shall be inserted in this section at a Bid Packet page referencing the proposed Service Level Agreements.

**v** If a Statement of Work is required, the proposed draft shall be inserted in this section at a Bid Packet page referencing the proposed Statement of Work.

**I. Section Nine: Pricing**

Pricing associated with the Bid shall be inserted in this section and shall be in the required structure, if any.

**J. Section Ten: Offer of Value-Added Products and/or Services**

If a Bid includes an offer of value-added products and/or services, such offer shall be inserted in this section and include associated pricing and any other information relevant to such value-added offer. However, the State is not obligated to purchase value-added products or services.

**K. Section Eleven: Financial Information**

Any required financial and associated information shall be inserted in this section.

**L. Section Twelve: Business References**

Any required business references and associated information shall be inserted in this section.

**M. Section Thirteen: Additional Company Information**

Any additional required company information shall be inserted in this section.

## 9 Submission of Bid

**9.1 IT IS THE BIDDER'S SOLE RESPONSIBILITY TO SUBMIT INFORMATION IN THE BID AS REQUESTED AND IN COMPLIANCE WITH THE OKLAHOMA**

**CENTRAL PURCHASING ACT AND ASSOCIATED OAC TITLE 260 RULES[4] INCLUDING WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11[5]**. A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Bidder Instructions.

**9.2** A Bid shall be submitted in a single envelope, package or container and shall be sealed. E-mailed or electronic Bid submittals shall not be accepted. **THE BID SHALL BE LABELLED TO THE ATTENTION OF THE CONTRACTING OFFICER IDENTIFIED ON THE BIDDER INSTRUCTIONS COVER PAGE AND THE SOLICITATION NUMBER AND BID RESPONSE DUE DATE AND TIME ARE REQUIRED TO BE ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE OR CONTAINER.** The legal name and complete address of the Bidder shall be placed in the upper left corner of the single envelope, package or container.

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

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

**9.5** Unless otherwise specified in the Solicitation, (i) manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for informational purposes and not intended to limit competition and (ii) a Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). Bidder shall offer new items of current design and technology unless the Solicitation specifies older models or versions, or used, reconditioned, or remanufactured products are acceptable. Warranties in either case should be the same. However, if a Bid is based on equivalent products, the Bid is required to state the manufacturer's name and number. The Bid shall also explain in detail the reason(s) why the proposed equivalent will meet the

[4] Oklahoma Administrative Code Title 260, Chapter 115 is located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

[5] OAC 260:115-3-7 and OAC 260:115-3-11 are located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

specifications and not be considered an exception thereto. Reference to literature submitted with a previous Bid shall not satisfy a specification or requirement of the Solicitation associated with the present Bid. Any previous solicitation or resultant contract shall not be depended upon, perceived or interpreted to have any relevance to the Solicitation.

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

**9.7** Unless the Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term, including optional renewal terms, of the Contract. The Bidder guarantees unit prices to be correct.

**9.8** In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount. Travel expenses include, but are not limited to, transportation, lodging and meals. Examples of other miscellaneous travel expenses are referenced in §10.14 of the Statewide Accounting Manual[6].

**9.9** A Bid containing early payment discounts may be evaluated when making an award. If a Bidder wishes to offer an early payment discount, the Bid must include available discount percentages for no less than ten (10) days payment, increasing in five (5) day increments up to thirty (30) days. The discount percentages shall be expressed in a half or whole percentage, with the minimum discount percentage being 0.5%. The State is not obligated to utilize an offered discount.

**9.10** All costs incurred by the Bidder for Bid preparation and participation shall be the sole responsibility of the Bidder and the Bidder shall not be reimbursed for any such costs. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages in connection with the Solicitation

**9.11** For consistency of contract structure, certain State terms may be marked "Intentionally Omitted". If so, no response is expected.

**9.12** After review of a Bidder's submitted documents and information, the State may require additional terms related to a Solicitation in which customer data will be accessed, processed or stored by a Supplier.

**9.13** Each Bid is required to include relevant information for a designated contact to receive notice, approvals and requests allowed or required by the terms of the Contract.

## 10 Bid Withdrawal, Bid Change and Alternate Bid

**10.1** Except as authorized by the State Purchasing Director after proof by the Bidder that a significant error by the Bidder exists in the Bid, a Bid may not be withdrawn after the Bid Response Due Date and Time. If the Bidder wishes to withdraw a Bid prior to the Bid

[6] Statewide Accounting Manual is located at https://omes.ok.gov/sites/g/files/gmc316/f/StatewideAccountingManual.pdf.

Response Due Date and Time, the Bidder shall submit a written withdrawal request to the State Purchasing Director in accordance with OAC 260:115-3-13[7].

**10.2** Except as requested by the State, a Bid may not be changed after the Bid Response Due Date and Time. If the Bidder needs to change a submitted Bid prior to the Bid Response Due Date and Time, the Bidder shall withdraw the originally submitted Bid and a new Bid shall be submitted to the State by the Bid Response Due Date and Time in accordance with Section 9 and include the following statement on the superseding Bid cover page: **"THIS BID SUPERSEDES THE BID PREVIOUSLY SUBMITTED" AND "SUPERSEDING BID" MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.**

**10.3** Unless the Solicitation prohibits an Alternate Bid, a Bidder may submit one or more Alternate Bids. Any Alternate Bid submitted shall be a complete Bid and shall be clearly identified as an Alternate Bid on the (i) upper left corner of a single envelope, package, or container in which the Alternate Bid is submitted and (ii) Alternate Bid Cover Page. If more than one Alternate Bid is submitted, the identification on the envelope, package or container shall refer to Alternate Bid 1, Alternate Bid 2, etc.

## 11 Bid Rejection

**11.1** The Bidder's failure to submit required information may cause its Bid to be rejected. Additionally, a Bid received after the Bid Response Due Date and Time **SHALL BE DEEMED NON-RESPONSIVE AND SHALL NOT BE CONSIDERED**. Failure to comply with these Bidder Instructions or Solicitation requirements may result in the Bid being disqualified from evaluation.

**11.2** A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of the Solicitation or limit the Bidder's liability to the State. Other possible reasons for rejection of Bids are listed in OAC 260:115-3-5 and 260:115-7-32(h)[8].

**11.3** Attempts to impose unacceptable conditions on the State or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of non-

[7] OAC 260:115-3-13 is located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00.

[8] OAC 260:115-3-5 and 260:115-7-32 is located at: http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00_

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

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

**11.5** Whenever the terms "can", "may", or "should" are used in the Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

## 12 Bid Public Opening

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

## 13 Evaluation

**13.1** A responsive Bid will proceed to the evaluation process. Unless the Solicitation specifies that "best value" criteria will be used to determine award, Bids shall be evaluated on "lowest and best" criteria.

**13.2** Pursuant to OAC 260:115-7-32, Bidder past performance as a Supplier may be considered when evaluating a Bid.

**13.3** Pursuant to 74 O.S. §85.44E, a Bid submitted by a service-disabled veteran business that does business in Oklahoma or maintains an Oklahoma office or place of business will be given a three- percentage point bonus preference in scoring the Bid.

**13.4** The State reserves the right to require demonstrations, clarifications and additional documentation from any or all responding Bidders. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team and to respond to questions regarding the Bid if required by the State prior to award.

## 14 Competitive Negotiations of Offers

**14.1** The State reserves the right to negotiate with none or one or more Bidders responding to the Solicitation and may negotiate any or all content of the Bid to obtain the best value for the State. Negotiations may be conducted in person, in writing or by electronic means and shall only be conducted with potentially acceptable Bids.

**14.2** Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State's risks. The State shall consider all issues arising from the Bid to be negotiable and will not be artificially constrained by internal corporate policies. In the event of prolonged contract negotiations due to the number and/or significance of exceptions taken, lack of Bidder

responsiveness or other failure to close contract negotiations that are not caused by the State, the State may, in its discretion, offer a successful Bidder a shorter contract term.

**14.3** Firms that contend a lack of flexibility because of corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered.

**14.4** 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.

**14.5** The requirements of the Solicitation and any terms marked as non-negotiable after the section title shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements or terms is in the best interest of the State.

**14.6** The State may request a BAFO and shall determine the scope and subject of any BAFO request. However, the Bidder should not expect an opportunity to otherwise strengthen its Bid and should submit its best Bid based on the terms and conditions set forth in the Solicitation. Any information offered outside the scope of the BAFO request will not be considered and will be disregarded.

## 15 Award of Contract

**15.1** As specified in a Solicitation, the State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items or may award the contract on an all or none basis, whichever is deemed to be in the best interest of the State.

**15.2** In order to receive an award or payments from the State, a Bidder must be registered **as both a Bidder and as a Supplier** and must maintain the registration prior to any Contract renewal term. The registration process may be completed electronically at the following link: https://omes.ok.gov/services/purchasing/vendor-registration.

**15.3** Pursuant to Oklahoma Attorney General Opinion No. 06-23, any Bidder that has assisted in preparing the Solicitation or developing the procurement terms, either directly or indirectly, is precluded from being awarded the Contract or from securing a sub-contractor that has provided such services.

**15.4** Prior to award, the State may choose to request information from the Bidder to demonstrate its financial status and performance. If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company may also be required. The State reserves the right, in its sole discretion, to determine a Bidder's financial status and to withhold award to a Bidder who is not deemed financially responsible.

**15.5** A notice of award may be in the form of a purchase order or other payment mechanism or in the form of a mutually executed contract resulting from the Solicitation.

**BID PACKET SECTION FOUR: REQUESTED EXCEPTIONS TO TERMS SOLICITATION NO. 0900000428**

| Term & Section | Language |
|---|---|
| General TERMS<br><br>Pricing<br>(Section 5.2, pg.7)<br><br>**EXAMPLE** | Section 5.2 is deleted in its entirety and replaced with the following:<br><br>Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price. Travel expenses include, but are not limited to, lodging, transportation and meal expenses. |
| Information<br><br>Technology Terms,<br><br>Appendix 1,<br>Data 1,<br>Data Security<br>(Section B.2, pg.12)<br><br>**EXAMPLE** | Section B.2 shall be modified to add the following:<br><br>Customer is responsible for Personal Data encryption when solely in the Customer's possession. |
| Information<br><br>Technology Terms<br><br>Source Code<br><br>Escrow<br>(Section 9,Pg.5)<br><br>**EXAMPLE** | Section 9 is deleted in its entirety. |
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