



Solicitation#: 3400001709

Solicitation Issue Date: 8/20/2020

DUE DATES AND TIME (CENTRAL STANDARD TIME):

Bid Response:

3:00 p.m. on 09/10/2020¹

Request for administrative review:

3:00 p.m. on 08/27/2020

Questions:

3:00 p.m. on 09/02/2020

CONTRACT TYPE:

Agency:

Statewide:

Agency Name/Number: Oklahoma State Department of Health/340

SOLICITATION TYPE:

Request for Proposal

Request for Quote

Invitation to Bid

Information technology Bidder Instructions are applicable:

Yes 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:

OMESCPeBID@omes.ok.gov

CONTRACTING OFFICER:

Name: Jacob Short
Email: Jacob.Short@omes.ok.gov
Phone No. 405-522-0437

¹ Amendments may change the Bid Response Due Date (read “Amendments” in these Bidder Instructions)

Oklahoma Office of Management and Enterprise Services Bidder Instructions

Information related to the Bid submission process is contained in these Bidder Instructions. **Prospective Bidders are urged to read the documents provided by the State 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.
- 1.2 **Amendment** means a written change, addition, correction or revision to terms, conditions or requirements 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 **Existing** means operational and providing services as it relates to services.
- 1.8 **OAC** means the Oklahoma Administrative Code.

2 Instructions Compliance

These Bidder Instructions are not part of the Contract; 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. Bid 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 a term, condition or requirement in any of the documents provided by the State constitute grounds for a claim after award of the Contract.

3 Communications and Questions

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.** Questions should be concise, identify the document, include specific section references and avoid use of tables or special formatting (use simple lists).
- B. Information Technology Bids**
 - i If information technology Bidder Instructions are applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications online. Questions received via any other means will not be addressed.
 - ii Registration with the State of Oklahoma for wiki access is located at <https://omes.ok.gov/forms/wiki-enrollment-it-procurement>. Access should be requested at least five (5) business days prior to the Questions Due Date. The State is not responsible for a Bidder's lack of access to the wiki.
- C. Non-Information Technology Bids**

If information technology Bidder Instructions are not applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications at the Contracting Officer's email address shown on the Bidder Instructions Cover Page. Questions received via any other means will not be addressed.

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 Contract or Bid 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 any of the documents provided by the State that is known to Bidder, or that reasonably should be 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 Amendments

- 5.1** Any 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 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 260:115-3-9². However, a public Bid opening does not make the Bid immediately accessible to the public. All 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 Content

Unless otherwise provided in Section Four of a Bidder's response, 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 Contract. Upon award of a contract to the successful Bidder, such terms and conditions, 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, labelled 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** Mandatory Specification (8.1.D)

² OAC 260:115-3-9 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijjrgcln50ob7ckj42tbkdt374obdcli00

ii And Budget (8.1.E)

C. Contract Expense Cap

The OSDH shall have available a total of \$7,710,000.00 to reimburse Suppliers for the period from date of award through September 30, 2021. The amount awarded the first period shall be prorated beginning the date of award through September 30, 2021. Supplier will be paid in accordance with the Invoicing clause of the contract for actual and necessary expenses incurred in accordance with the approved line item budget. Final approval of renewal amounts will be at the sole discretion of the OSDH.

D. As referenced in subsection 8.2.H, the Bid shall show the ability of the Bidder to meet or exceed the following mandatory specifications:

- i. Indicate which of the criteria listed below best describes your agency. Agency selection criteria is based on 7CFR, Section 246.5 (d) (1) (i, ii, iii, iv, v).
 - a. a public or a private nonprofit health agency that will provide ongoing, routine pediatric and obstetric care and administrative services.
 - b. a public or a private nonprofit health or human service agency that will enter into a written agreement with another agency for either ongoing, routine pediatric and obstetric care or administrative services.
 - c. a public or private nonprofit health agency that will enter into a written agreement with private physicians, licensed by the state, in order to provide ongoing, routine pediatric and obstetric care to a specific category of participants (women, infants or children).
 - d. a public or private nonprofit human service agency that will enter into a written agreement with private physicians, licensed by the state, to provide ongoing, routine pediatric and obstetric care.
 - e. a public or private nonprofit health or human service agency that will provide ongoing, routine pediatric and obstetric care through referral to a health provider
- ii. Identify in which WIC service area(s) the agency is bidding and describe how the agency will specifically target outreach efforts for WIC eligibles in the service area.
- iii. Describe additional programs or services of the agency which are available for WIC participants.
- iv. Provide a brief description of your agency's general principles and how the WIC Program aligns with the direction and philosophy of these principles.
- v. Submit an agency organizational chart that depicts or proposes the location of the WIC Program within the agency.
- vi. Describe the agency's method or proposed procedure for ensuring that processing standards are met.
- vii. Describe quality assurance procedures including on-going reviews of policies, protocols, and participant records.
- viii. Describe the agency's experience in providing services to low-income pregnant women, infants, and children under five years of age.
- ix. Answer the following question concerning your agency's WIC staff:
 - a. Identify all WIC staff and describe qualifications of each including years of service
 - b. Provide photocopies of all WIC staff certifications, licenses, diplomas, etc.
 - c. Identify any bilingual or multi-cultural staff, indicating race, language spoken, and/or ethnicity
- x. Describe each clinic site's schedule for all appointment types.

- xi. Discuss how secure storage will be provided for each of the following items:
 - a. Infant formula
 - b. Breast pumps
 - c. Loaned OSDH equipment
 - d. eWIC cards
 - e. Participant records
 - f. Clinic supplies provided by the State Office
- xii. Describe how each clinic site will implement nutrition education as required in the WIC Program.
- xiii. Submit hours of available service emphasizing how each clinic site will ensure maximum access to applicants and participants. Include a description of the clinic facility with the location address.
- xiv. In the event this RFP/ITB response is proposing a new clinic, a written start-up plan must be included. The start-up plan is required to detail when services will be available in addition to all other Mandatory Proposal Submission Requirements.

E. As referenced in subsection 8.2.I, Pricing shall be proposed as follows:

- i. Submit a Proposed budget for grant funds. Use Exhibit titled Contract Budget Form with Narrative for your response. A sample budget justification is included in the form.
- ii. A line item budget and budget justification must be submitted with the RFP response. Failure to submit these documents will cause the Supplier's response to be deemed non-responsive and not evaluated for an award. The submitted proposed budget must cover the period October 1, 2020 through September 30, 2021. Please use Exhibit titled Contract Budget Form
- iii. Keep the following in mind while preparing the project budget:
 - a. Budgets must reflect allowable expenditures for the cost of providing the services detailed in this RFP. Allowable expenditures are defined in 2 CFR Part 200 https://www.whitehouse.gov/omb/grants_docs.
 - b. Reimbursement is made in accordance with the approved line item budget and only after the Supplier has received and paid for the goods or services. The requested budget amount may not be the awarded amount.
 - c. Reimbursement of some categories of expenses must be approved in advance by the OSDH as the pass-through entity. See 2 CFR § 200.407.
 - d. Once the final budget amount is approved, the total contract amount cannot be increased without justification from the Supplier and approval by OSDH and OMES/Central Purchasing.
 - e. It is the Supplier's responsibility to monitor the individual line items from month to month in order to prevent overspending in a line item during the contract period.
 - f. Budget revisions that do not change the total contract amount must be submitted to the OSDH and approved in advance and are limited to one per quarter. The final budget revision of the year is due 60 days before the end of the contract period.
- iv. The OSDH will review the Supplier's expenditures throughout the term of the contract and may require a reduction in the contract amount if expenditure patterns demonstrate a funding lapse.
- v. Proposed Budget shall only include the following line items:
 - a. Budgets Personnel/ Salaries- Actual salaries and wages paid to Supplier's own personnel working on a specific OSDH program. Identify individuals by job title and percentage FTE. One FTE is equal to 2,080 hours per year. See 2 CFR § 200.430.

- b. Fringe Benefits- Actual fringe benefits paid to the Supplier's personnel working on a specific OSDH program. For budget purposes, a percentage rate for fringe benefits may be used. However, Supplier will be reimbursed for actual fringe benefits paid. For audit purposes, the Suppliers' financial records must clearly define each actual fringe benefit cost as a separate expense applicable only to the approved budgeted salaries. Fringe benefits (e.g., retirement program, FICA, insurance, worker's compensation, etc.) are usually applicable to direct salaries and wages. If fringe benefits are to be reimbursed, then a clear description must be included of how the computation of fringe benefits was determined. See 2 CFR § 200.431.
- c. Travel- Travel/Training expenditures may include mileage to and from public awareness/public education sessions. Overnight lodging expenses for attending training meetings or conferences payments to hotels/motels/conferences. Attendance at program approved designated training(s) required to fulfill the requirements of the program(written approval must be received from the OSDH before attendance).
- d. Contractual Sub-contracts: Contractual expenditures include essential consultation, program services, or goods that cannot be provided by the Supplier. Subcontracts and other contractual agreements must be clearly defined in the approved program budget including number of hours of service and cost per hour of service.
- e. Supplies: supplies are consumable materials necessary to conduct the program. Supplies may include, materials used to promote the programs in the community such as pamphlets and brochures. Also educational materials such as video tapes, pamphlets, brochures, books, curricula. Office supplies such as paper, pens, pencils, and file folders. Postage.
- f. Administrative Costs/IDC (If applicable): Costs in this category are expenses which are not related to or billed to 100% of a particular funding source. Indirect costs may be billed using either an indirect cost rate or a cost allocation plan, but not both. Provide a copy of the federally approved IDC rate or the cost allocation plan. A cost allocation plan must show how each amount was determined to allocate costs to the services detailed in this RFP.
- g. Other direct costs which do not fall into the Personnel, Travel/Training, Supplies, or Contractual categories. Such costs must be 100% allocable to the OSDH program. Costs which are not 100% allocable would be reimbursed under Administrative Costs/IDC pursuant to a negotiated IDC rate or cost allocation plan.
- h. Special Conditions: Other Allowable Conditions
 - Insurance (both professional liability and property).
 - Copier lease and maintenance.
 - Trash service/housekeeping.
 - Equipment service and repair.
 - Rental agreements - Contracting agencies must provide a copy of lease and/or rental agreement for any building or property that provides direct WIC Service, administration or other service related to the WIC Program and is included as a line item expense on the agency's WIC budget. A copy of the lease and/or rental agreement must be sent to OSDH WIC Service at the beginning of each new five year contract period. A copy of lease and/or rental agreement must also be sent to OSDH WIC Service in case of relocation, new clinic opening or if terms of a lease or rental agreement change during the contract period.
 - Telephone.
 - Utilities.
 - Maintenance and repair.

- Hazardous waste.
- CLIA licensure.
- Pest control.
- Miscellaneous Administrative Expenses with prior approval of OSDH WIC Service.
- Reconnection fee for the T-1 line when due to clinic relocation.
- Media Purchases – OSDH WIC Services requires prior approval on all types of media purchases that mention the WIC program or for which OSDH/WIC Service will be billed for reimbursement. Media purchases include but are not limited to brochures, pamphlets, radio spots, television spots and newspaper articles.
- International Board Certified Lactation Consultant (IBCLC) Skill Based Pay as described in Memorandum FHS-WIC-2009-07.
- NWA Membership Dues.
- Printing and Copying-for items not available in OSDH Shipping and Receiving.
- Food to be used for demonstration in Nutrition Education Classes-must receive prior approval by OSDH WIC Service.
- Promotional and Incentive Items-requires prior approval on all types of promotional and incentive items that mention the WIC Program and/or for which OSDH WIC Service will be billed for reimbursement.
- Moving Expenses-requires prior approval from OSDH WIC Service.
- Interpreters.

i. Unallowable Line Items/Expenses:

- Dues/licenses/permits (NWA membership dues will be approved).
- Subscriptions.
- Nutrition Education Supplies (WIC Service will not pay for nutrition education supplies in addition to what is shipped to the clinic by the State WIC Office).
- Local transportation (this is travel and must be in compliance with the STRA).
- One-time salary bonuses.
- Interest charges.
- Any decorating or remodeling expenses.
- Expenses for items not directly related to program services (i.e. water, soft drinks, coffee, etc. for staff).

vi. All figures must be rounded to the nearest whole number

vii. Unallowable Cost: Tangible property(computer, cell phone, ect) and Meals for staff, clients, meetings

F. As referenced in subsection 8.2.L, Business references are **required** to establish that a Bidder has successful implementation experience.

G. The following additional company information is required to be included in the Bid:

- i A brief description of the company, including 501c (3) status. Attach proof A brief description of the company;
- ii Principals involved, Attach copies of licenses/certifications for medical staff
- iii Location of Business
- iv Any litigation or pending litigation for the past five years, or a statement indicating there is no litigation activity to report
- v Company size and organization
- vi Number of employees and;

vii Years in existence, providing similar services, must have a minimum of 5 years

H. As referenced in subsection 8.2.K, All Bidders must be able to demonstrate that they have the capability to implement and monitor the proposed program and must demonstrate financial capability.

i. The Bidder shall affirm its financial capability and that it has sufficient capital to sustain ongoing program services for at least two months in the event of a temporary delay in the reimbursement of contract expenditures by signing and submitting Exhibit titled Financial Capability. Failure to include Exhibit titled Financial Capability with the proposal shall result in rejection of the proposal as non-responsive.

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 Amendment, if any, by inserting the 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 260:115-3-9³ 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, 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.**

³ OAC 260:115-3-9 is located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijjrgcln50ob7ckj42tbkdt374obdcli00

D. Section Four: Requested Exceptions to Terms

- i** Any requested exception or revision to terms or conditions provided by the State 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.
- 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 provided by the State 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** **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR EXCEPTIONS AND 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 ANY STATE TERMS OR CONDITIONS, 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. **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR ADDITIONAL TERMS AND ANY SUCH TERMS NOT SUBMITTED IN THIS SECTION OF THE BID SHALL NOT BE CONSIDERED.** 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 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 any Contract and Bid specifications and requirements set forth above in Section 8.1.

I. Section Nine: Pricing

Pricing associated with the Bid shall be inserted in this section and shall be in the required structure set forth above in Section 8.1.

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 such as Exhibits not used in above sections.

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 RULES⁴ INCLUDING

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

WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11⁵. A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Bidder Instructions.

- 9.2** Due to the COVID 19 outbreak, a Bid shall be submitted via email to OMESCPeBID@omes.ok.gov. In person, commercial carrier or facsimile submittals shall not be accepted. The email Bid shall contain the Solicitation Number, Bid Response Due Date and Time in the subject line of the email. The State is not responsible for incorrect link information or inability to access a submitted Bid.
- 9.3** Due to the COVID 19 outbreak, this subsection is intentionally omitted.
- 9.4** Due to the COVID 19 outbreak, this subsection is intentionally omitted.
- 9.5** Unless otherwise specified, (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 a document provided by the State in connection with 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 specifications and not be considered an exception thereto. Reference to literature submitted with a previous Bid shall not satisfy a specification or requirement 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 present Bid.
- 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 provided by the State are estimates and are not guaranteed to be purchased.
- 9.7** Unless specified 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 Manual⁶.
- 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,

⁵ OAC 260:115-3-7 and OAC 260:115-3-11 are located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frnMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijjrgcln50ob7ckj42tbkdt374obdcli00

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

Bidder agrees not to make any claims for damages or have any rights to damages in connection with the Bid.

- 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 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 Response Due Date and Time, the Bidder shall submit a written withdrawal request to the State Purchasing Director in accordance with OAC 260:115-3-13⁷ except that the request shall be emailed to the email address listed in Section 9 above, due to the COVID 19 outbreak.
- 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 IN THE SUBJECT LINE OF THE EMAIL.**
- 10.3 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 in the subject line of the email. If more than one Alternate Bid is submitted, the identification in the email subject line 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 unless the State Purchasing Director has authorized acceptance of Bids due to a significant error or incident that occurred which**

⁷ OAC 260:115-3-13 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijjrgcln50ob7ckj42tbkdt374obdcli00.

affected the receipt of a Bid.⁸ Failure to comply with these Bidder Instructions 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 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)⁹.
- 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-responsiveness of the Bid.
- 11.4 Whenever the terms "shall", "must", "will", or "is required" are used, the specification being referred to is a mandatory specification. Failure to meet any mandatory specification may cause rejection of a Bid.
- 11.5 Whenever the terms "can", "may", or "should" are used, 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

Due to the COVID 19 outbreak, there will be no physical Bid openings at this time. Public Bid openings will be conducted on a per request basis via Zoom provided the Contracting Officer receives a written request no later than forty-eight (48) hours prior to the Bid Response Due Date and Time. Zoom information will be provided to anyone requesting a public Bid Opening.

13 Evaluation

- 13.1 A responsive Bid will proceed to the evaluation process. Unless specified 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.

⁸ OAC 260:115-3-11

⁹ 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=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijjrgcln50ob7ckj42tbkdt374obdcli00_

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 Requirements 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 requirements herein. Any information offered outside the scope of the BAFO request will not be considered and will be disregarded.

15 Award of Contract

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

**BID PACKET SECTION FOUR: REQUESTED EXCEPTIONS TO TERMS
SOLICITATION NO. 3400001709**

Term & Section	Language
General Terms, Pricing (Section 5.2, pg. 7) EXAMPLE	Section 5.2 is deleted in its entirety and replaced with the following: 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 Technology Terms, Appendix 1, Data Security (Section B.2, pg. 12) EXAMPLE	Section B.2 shall be modified to add the following: Customer is responsible for Personal Data encryption when solely in the Customer’s possession.
Information Technology Terms, Source Code Escrow (Section 9, pg. 5) EXAMPLE	Section 9 is deleted in its entirety.