OKLAHOMA
Office of Management
& Enterprise Services

Bidder Instructions Cover Page

Solicitation#: 0900000539 **Solicitation Issue Date: 5**/13/22

DUE DATES AND TIME (CENTRAL STANDARD TIME):

Bid Response:
3:00 p.m. on 6/13/22

Request for administrative review:
3:00 p.m. on 5/17/22

Questions:
3:00 p.m. on 5/24/22

CONTRACT TYPE:

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

Agency Name/Number _____ **Contract Number** __SW0555___

SOLICITATION TYPE:

[X] **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 X_____ **CJIS** _____

FERPA _____ **OTHER** _____

1075 _____

RETURN SEALED BID TO:	**CONTRACTING OFFICER:**
OMESCPeBID@omes.ok.gov	**Name:** Asha Parks **Email:** asha.parks@omes.ok.gov **Phone No.** 405.521.6674

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.

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; 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 Acquisition. 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 relevant document, include specific section references, and avoid use of tables or special formatting (use simple lists).

B. Bidder may submit general questions concerning Contract or Bid specifications or requirements to 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 submit such clarifications in writing to the Contracting Officer. Bidder answers that are outside scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential Bidder are 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 email a request for administrative review to the Contracting Officer. A request received via any other means will not be addressed. 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 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 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 260:115-3-9[1]. 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, 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. Except for items listed in Section Three of the Bid Packet (information requested to be held confidential), 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 financial information is not required, the Bid should contain a page after the "Value Added Products" section heading that reads "Not Applicable", "N/A" or some similar notation.

B. The Bid will be evaluated using a best value criterion, based on the following:

i Technical Response
ii Price Submittal
iii References

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

B.1 Historical Purchasing:

Row Labels	Sum of Amount
FY20	$ 257,627.20
FY21	$ 210,937.51
Grand Total	**$ 468,564.71**

Historical sales represent sales to State Agencies, Oklahoma K-12, Higher Education, Tribal, and other affiliated entities. Oklahoma fiscal year runs July 1 through June 30th

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

C.1. Describe the bidder's ability to test either one or both group types described below:

C.1.1 The first group consists of safety-sensitive transportation employees/applicants subject to DOT drug and alcohol testing as covered by the Federal FMCSA requirements in 49 CFR Part 40 and Part 382.

C.1.2. The second group consists of all other employees/applicants (non-DOT) as covered by Federal Workplace Drug/Alcohol Testing Guidelines by Department of Health and Human Services OR Title 40 O.S. 551-563, Standards for the Oklahoma Workplace Drug and Alcohol Testing Act, rules promulgated under Title 310, Oklahoma State Department of Health, Chapter 638, and the using entities' drug and alcohol internal policy and procedure.

C.2. Describe the bidder's ability to meet the below required categories of testing which include, but are not limited to:

C.2.1. Pre-Employment
C.2.2. Random Testing
C.2.3. Reasonable Suspicion
C.2.4. Return to Duty
C.2.5. Follow Up

C.3. Discuss the bidder's ability to develop and administer procedures and protocols for random drug and alcohol testing:

The bidder shall select individuals for testing, conduct the test, notify appropriate authorities regarding test results, and otherwise operate the random testing system in a manner that complies with Federal or state regulation if requested by the using entity. The selection for random drug and alcohol testing shall be made by a scientifically valid method and must be a computer based random number generator that is matched with drivers/employee social security number, payroll identification numbers or other comparable identifying number. Each employee selected for random drug and alcohol testing under the selection process used shall have an equal chance of being tested each time selections are made. Each employee selected for testing shall be tested during the selection period. The annual random rates to be tested for drug and alcohol, including scheduling period, and a list of employees based on their job function or specific group of employees who will be in the random pool group will be provided by using entity.

C.3.1. The bidder shall conduct random testing with individual pools for each using entity. The bidder shall update the pool monthly or as changes are provided by using entities.

C.4. Discuss the bidder's ability to meet the following qualifications:

C.4.1. The bidder must have a minimum of five-year experience in processing specimens for drug testing and handling alcohol testing including the administration and management of a random drug testing program as of the proposal closing date.

C.4.2. The bidder shall provide all materials, supplies, and equipment necessary to successfully perform the services required herein, including but not necessarily limited to, specimen collection and identification supplies, test tubes, labels, reagents, shipping containers, split specimen containers, etc.

C.4.3. All testing equipment, materials, and supplies used by the bidder must meet accuracy and reliability standards and requirements as established by the Federal Department of Transportation (DOT), Federal Department of Health and Human Services (HHS), and the Oklahoma State Department of Health Services (OSDH).

C.5. Describe the bidder's policy regarding substance Cut-Off Levels:

Detection of cut-off levels and lists of analytes are subject to adjustments when required by applicable Federal and State guidelines.

C.6. Describe the bidder's ability to certify test results:

The bidder shall employ personnel for test validation who review all pertinent data and quality control results and certify that the laboratory's test reports are valid. This may be the individual(s) responsible for the day-to-day management or operations or their designee(s).

C.7. Discuss the bidder's policies on meeting compliance requirements for PII, PHI and HIPAA standards.

C.8. Acknowledge that a bidder may receive or create certain health or medical information ("Protected Health Information" or "PHI,") in connection with the performance of this Contract:

This PHI is subject to protection under state and federal law, including the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations, as amended, promulgated there under by the U.S. Department of Health and Human Services.

C.9. Acknowledge that it is the bidder's responsibility to meet the following personnel qualifications:

Personnel shall be trained and experienced in compliance with applicable and most current drug and alcohol federal and state regulations and policies. The relative training and experience must emphasize that all personnel associated with drug and alcohol testing are responsible for maintaining the integrity of the testing process, ensuring the privacy of employees being tested, and avoiding conduct or statements that could be viewed as offensive or inappropriate.

C.10. Acknowledges the bidder's ability to meet the following requirements for Medical Review Officer (MRO) Personnel

C.10.1. The bidder shall provide, as part of its service, a Medical Review Officer (MRO) that must be a licensed physician knowledgeable in areas of drug abuse and toxicology procedures to receive, evaluate, and review the results of all DOT and non-DOT drug tests.

C.10.2. Both DOT and non-DOT MRO must be licensed to practice medicine or osteopathic medicine or hold an earned doctoral degree from an accredited institution in clinical chemistry, forensic toxicology, or a similar biomedical science with knowledge of substance abuse disorders, issues relating to adulterated and substituted specimens, possible causes of specimens having an invalid result, DOT MRO guidelines and non-DOT regulations.

C.10.3. DOT MRO only DOT MRO must also receive qualification training outlined in CFR 40.121 paragraph C and complete an examination administered by a nationally-recognized MRO certification board or subspecialty board for medical practitioners in the field of medical review of DOT – mandated drug tests. During each three (3) year period from the date on which MRO satisfactorily completed examination, MRO must complete continuing education consisting of at least twelve (12) professional development hours.

C.10.4. Non-DOT MRO must also complete at least twelve (12) hours of training appropriate for Review Officers provided by the American Association of Medical Review Officers, the Medical Review Officer Certification Council, the American Society of Addiction Medicine, the American College of Occupational and Environmental Medicine, or another organization approved by the HHS or the Oklahoma Commissioner of Health.

C.10.5. Federal MRO qualified by HHS shall not be an employee or agent of or have any financial interest in the laboratory for which the MRO is reviewing drug testing results.

C.10.6. The bidder shall verify individual MROs who verify drug test results for this solicitation have undergone a criminal background check at the Bidder's expense upon request.

C.10.7. The basic responsibilities of the Medical Review Officer would include but are not limited to:

C.10.7.1. Receive, collate, and reconcile all test reports (electronic and written standardized hard copy) and supporting documentation.

C.10.7.2. Act as an independent and impartial "gatekeeper" and advocate for the accuracy and integrity of the drug testing process.

C.10.7.3. Provide a quality assurance review of the drug testing process for the specimens under his purview.

C.10.7.4. Determine whether there is a legitimate medical explanation for confirmed positive, adulterated, substituted, and invalid drug tests results from the laboratory.

C.10.7.5. The bidder shall provide location, hours of operation, regular and emergency telephone numbers of the MRO (s) with their proposal response.

C.11. Acknowledges the bidder's responsibility to meet the following applicable qualifications for Laboratory Personnel:

The laboratory shall have a responsible person to assume professional, organizational, educational, and administrative responsibility.

C.11.1 The person shall meet the following minimum qualifications in analytical forensic toxicology:

C.11.2. Certified in forensic or clinical laboratory toxicology; or

C.11.3. A Ph. D. in one of the natural sciences with an undergraduate and graduate education in biology, chemistry and pharmacology or toxicology; or

C.11.4. Training and experience comparable to a Ph. D. in one of the natural sciences, such as a medical or scientific degree with additional training and laboratory/research experience in biology, chemistry and pharmacology or toxicology. The personnel must also meet the following criteria:

C.11.5. Experience in forensic toxicology including the analysis of biological material for illicit drugs; and

C.11.6. Training and experience in analytical forensic applications such as publications, court testimony, research and other factors which qualify personnel as an expert witness in forensic toxicology.

C.12. Acknowledge the bidder's responsibility to meet the following applicable qualifications for operation and supervision of analyst personnel:

C.12.1. A bachelor's degree in the chemical sciences or medical technology or equivalent.

C.12.2. Training and experience in the theory and practice of laboratory procedures including quality control, chain of custody, interpretation of test results and remedial action for aberrant test results or quality control reports.

C.13. Acknowledge the bidder's responsibility to meet the qualifications for the below non-DOT collection site personnel:

C.13.1. A specimen collection site person shall have successfully completed documented training that clearly emphasize that the person is responsible for maintaining the integrity of the specimen collection and transfer process, carefully ensuring the modesty and privacy of the donor. A person shall be licensed medical professional or technician who acknowledges in writing he or she has been provided instructions for specimen collection handling.

C.13.2. A breath alcohol technician (BAT) shall be successfully trained to proficiency in the operation of EBT equivalent to the United States Department of Transportation model course, as determined by the National Highway Traffic Safety Administration (NHTSA), operation and calibration checks, and the fundamentals of breath analysis for alcohol content and procedures required by HHS or OSDH.

C.14. Acknowledge the bidder's responsibility to meet the qualifications for the below DOT collection site personnel:

C.14.1. Qualified specimen collection site personnel shall have successfully completed and have documented a qualification training program and passed a monitored proficiency demonstration, as required by DOT regulations. The bidder shall provide DOT certified collector to conduct DOT specimen collections if requested by the using entity.

C.14.2. The qualified DOT breath alcohol technician (BAT) shall have successfully completed a qualification training program and passed a monitored proficiency demonstration, as required by DOT regulations, or certified as Law enforcement officers by state or local governments to conduct breath alcohol testing. The bidder shall provide DOT certified BAT to conduct DOT specimen collections if requested by the using entity.

C.15. **Acknowledge the bidder's responsibility to meet the qualifications for all other personnel:**

Other technical or non-technical personnel shall have the necessary training and skills for the tasks assigned and shall perform only those procedures that require a degree of skill commensurate with their training, education, and technical ability.

C.16 Acknowledge the bidder's responsibility to meet the following general requirements:

C.16.1. The bidder shall provide drug and alcohol testing related services for various state agencies, and other authorized entities of the State of Oklahoma in accordance with (1) safety sensitive transportation position as covered by the FMCSA requirements in 49 CFR Part 40 and Part 382, and (2) all other employees or designee (non-DOT) as covered by Federal Workplace Drug Testing Guidelines by Department of Health and Human Services, or Title 40 O.S. 551-565, Standards for the Oklahoma Workplace Drug and Alcohol Testing Act, and rules promulgated under Title 310, Oklahoma State Department of Health, Chapter 638.

C.16.2. The bidder shall comply with all confidential requirements stated herein. All information, interviews, reports, statements, memoranda, and/or test results regarding the drug and alcohol testing of any employee are confidential communications, and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings, except in an administrative or disciplinary proceeding or hearing, or civil litigation where drug or alcohol use by the tested individual is relevant.

C.16.3. The bidder shall provide drug and/or alcohol testing services as needed, Monday through Friday, five (5) days a week, for a minimum of eight (8) consecutive hours per day with hours between 7:00 A.M. through 9:00 P.M. as requested by the using entity. The using entity shall notify the bidder of scheduled collection services at a time of issuing a request to the bidder.

C.16.4. The bidder shall also provide 24 hours drug collection and/or alcohol testing seven (7) days a week, including weekends and holidays for reasonable suspicion testing and reasonable post-accident testing. The alcohol testing shall be performed within two hours of accident or request for testing, or up to eight hours with a written document by using entity stating the reason(s) that shall be kept on file. The drug testing shall be performed within thirty-two hours of accident or request for testing.

C.16.5. The bidder shall provide all materials, supplies, transportation, and equipment necessary to successfully perform the services required herein, including but not limited to, specimen collection and identification supplies, report keeping, report submission, test tubes, labels, reagents, shipping containers, split specimen containers, etc.

C.16.6. All testing equipment, materials, and supplies used by the bidder must meet accuracy and reliability standards and requirements by the Federal Department of Transportation (DOT), the Federal Motor Carrier Safety Administration (FMCSA) requirements for DOT testing, and the Federal Substance Abuse and Mental Health Services Administration (SAMHSA), and the Oklahoma Workplace Drug and Alcohol Testing Act, rules promulgated by Oklahoma State Department of Health for non-DOT testing.

C.16.7. At a request of using entity, the bidder, as part of its services, shall provide specimen collection services under the direct observation of a same-gender collection site person.

C.16.8 If an employee of the using entity refuses to cooperate with the collection process, the collection site personnel shall document and immediately inform point of contact at the using entity.

C.16.9 Site policies and procedures that will adequately safeguard any PHI it receives or creates.

C.16.10 Bidder specifically agrees on behalf of its subcontractors and agents, to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA and the Regulations.

C.17. The bidder must acknowledge the responsibility to meet the following alcohol testing requirements:

C.17.1. The bidder's Evidential Breath Testing (EBT) or Non-Evidential Breath Testing devices must meet guidelines specifications and test procedures of the Federal Motor Carrier Safety Administration (FMCSA) requirements by Federal Department of Transportation (DOT), or the National Highway Traffic Safety Administration and the Federal Department of Health and Humans Services (HHS), and the Oklahoma State Board of Health regulations.

C.17.2. The bidder shall provide a trained and certified Breath Alcohol Technician (BAT) to administer the breath test. The BAT qualifications must meet requirements in section C.5.2.1.2.a. ii and C.5.2.1.3.b. ii.

C.17.3. The bidder shall conduct all screening and testing in accordance with the Federal DOT or Oklahoma State Department of Health alcohol testing regulations and procedures. In the event the Federal DOT or Oklahoma State Department of Health reviews and revises its alcohol and testing regulations and procedures, the bidder shall, at that time, expand its alcohol testing option with new revisions upon written mutual agreement between the bidder and the State of Oklahoma.

C.17.4. Bidder must provide each using entity with the current Federal Alcohol Testing Custody and Control Form (CCF 3-part form) specimens for Federal alcohol collections and non-Federal Alcohol Testing Custody and Control Form for non-Federal collections. The Federal form shall not be used for non-Federal alcohol collections.

C.17.5. All positive initial alcohol screening tests that have an alcohol concentration of 0.02 or greater shall be confirmed using breath analyzed by an EBT or blood analysis by GC, depending upon the request of using entity.

C.18. The bidder must acknowledge their responsibility to meet the following drug testing requirements:

C.18.1. DOT drug tests:
Testing devices must have a five (5) panel urine drug screening test, which includes two additional drugs currently required by DOT to be tested; Methylenedioxymethamphetamine (MDMA – aka Ecstasy) and 6-Acetylmorphine (6-AM) using immunoassay technology, or other current procedures as approved by the Federal DOT for DOT tests. The bidder shall test the collected urine specimens for detection of the five (5) drugs or classes of drugs. The current detection cut-off levels must meet requirements by the Federal Department of Transportation. All specimens above cutoff levels identified as positive on the initial test shall be confirmed for the class (es) of drugs screened positive on the initial test using Gas Chromatograph/Mass Spectrometry (GC/MS) techniques, or an equivalent accepted method of equal or greater accuracy at the cutoff values approved and accepted by DOT.

C.18.2. Non-DOT drug tests:
For hair specimen collections, testing devices must have a five (5) panel drug screening test. For urine or saliva specimen collections, devices must have a five (5), six (6), seven (7), eight (8), nine (9), or ten (10) panel drug screening test using immunoassay technology, or other current procedures as approved the Federal HHS and Standards for the Oklahoma Workplace Drug and Alcohol Testing Act, and rules promulgated under Title 310, Oklahoma State Department of

Health, Chapter 638. If a six, seven, eight, nine, or ten panel drug screening tests for urine or saliva drug test is chosen by using entity, the using entity shall inform the bidder additional drugs to be tested. All specimens above cutoff levels identified as positive on the initial test shall be confirmed for the class(es) of drugs screened positive on the initial test using Gas Chromatograph/Mass Spectrometry (GC/MS) techniques for urine or saliva, and GC/MS, liquid chromatography/mass spectrometry/mass spectrometry (LC/MS/MS), mass spectrometry/mass spectrometry (MS/MS) for hair, or an equivalent accepted method of equal or greater accuracy at the cutoff values approved and accepted by State guidelines.

C.19. The bidder must acknowledge their responsibility to meet the following laboratory requirements

C.19.1. In order to be eligible for licensure as a testing facility, the testing facilities shall be certified by the United States Department of Health and Human Services (HHS) under the National laboratory Certification Program (NLCP) for DOT drug testing, and for forensic urine drug testing by the United States Department of Health and Human Services (HHS), accredited for forensic urine drug testing by the College of American Pathologists for interstate facilities, or licensed by the Oklahoma State Department of Health for intrastate facilities for non-DOT drug testing.

C.19.2. The testing laboratories shall comply with regulations by HHS under Clinical Laboratory Improvement Amendments (CLIA) in 1988 for quality standards.

C.19.3. In accordance with the FMCSA, the HHS, and the Oklahoma State Board of Health regulations, the laboratory shall conduct testing and storage of specimens either primary or split specimens to be analyzed as requested by using entity.

C.19.4. Bidder shall maintain stringent security measures to control access and document which personnel are authorized access to those areas, specimens, or records.

C.19.5. Bidder shall execute rigorous chain of custody procedures consistent with forensic protocol to maintain control and accountability of all specimens through receipt, testing and storage.

C.19.6. At the request of using entity, the laboratory shall provide a list of all authorized personnel that requires access to
those areas used for receiving, testing, and storage of urine specimen, and of delivery of personnel.

C.19.7. The laboratory shall maintain and make available upon the using entity's request all current records on laboratory personnel performing and overseeing the testing effort. Records are to include, a resume, certifications and licenses, references, job descriptions, performance evaluations, and incident reports.

C.19.8. The laboratory shall use instruments and equipment which are certified for accuracy and reproducibility or checked by gravimetric, calorimetric, or other verification procedures before being placed into service and periodically thereafter. This includes volumetric and automatic pipettes, measuring devices and dilutors.

C.19.9. The bidder shall permit the State to conduct inspections of the laboratory facilities at will, without prior notice.

C.19.10. The testing laboratories shall not subcontract and shall perform all work with their own personnel and equipment unless otherwise authorized by the State of Oklahoma.

C.20 The bidder must acknowledge their responsibility to meet the following specimen collection site requirements:

C.20.1. The bidder must collect all specimens in accordance with stated Federal and State requirements.

C.20.2. The bidder must use federally mandated collection (chain of custody) forms for both drug (5- part form) for DOT (regulated) tests and applicable State or internal collection forms for non-DOT (nonregulated) tests.

C.20.3. The bidder shall ensure specimen reaches the testing laboratory within 24 hours of the time of collection using certified courier. The Bidder shall ensure there is a process for picking up specimens on weekends and holidays. The Bidder must be able to document the integrity of the transportation process.

C.20.4. Well-trained collection site personnel will take every precaution necessary to ensure the validity of the specimen and preserve the integrity of the collection process and the chain of custody.

C.20.5. The using entity may request a split specimen method of collection. If the split method is used, the Bidder shall ensure that procedures are compliance with Federal DOT guidelines or Workplace Drug Testing Guidelines by Department of Health and Human Services or State Workplace Drug Testing Guidelines by Oklahoma State Department of Health.

C.20.6. State employees who are subject to testing shall not be required to travel more than 50 miles one-way trip from their place of employment or proposed employment to reach the nearest collection site.

C.20.7. If existing authorized collections sites provided to the State are not located at above noted proximity or a nearer collection site is identified by using entity, bidder should create a relationship with such identified collection site. Bidder shall notify the Contracting Officer to add such site to the existing authorized collections sites list with a completion of agreement letter in attachment #3 and revision of the attachments# 4-5.

C.20.8. In the event of existing site being removed from the collections site network after award, bidder must establish new collection site in the same proximity to removed site within thirty (30) days after date of notice of existing site being removed.

C.20.9. In the event of expanding the collection site network after award, bidder shall notify the Contracting Officer to add their new collection sites to the contract with a completion of agreement letter in attachment #3 and revision of the attachments# 4-5

C.20.10. In the event of changing address and telephone number of collections site, bidder shall notify the Contracting Officer within 7 calendar days after address change to update the collections site information in attachments #4-5.

C.20.11. Bidder shall designate and provide single points of contact including telephone numbers for both regular work hours 8:00 A.M. – 5:00 P.M. CST and 24 hours services. The 24 hours operator shall assist using entity in locating the nearest collection site when needed. In the event of changing point of contact, bidder shall notify the Contracting Officer within 7 calendar days to update the point of contact information.

C.20.12 Location of On-Site Collection Sites Using entity shall notify bidder at least seventy-two (72) hours in advance to schedule on site collections services.

C.20.13 Mobile based test: At the request of the using entity with a minimum of 10 employees to be tested, Bidder shall provide on-site specimen collection and breath alcohol testing by means of a mobile unit. The mobile testing units shall be able to accommodate at least 30 people for testing per day. Testing shall be performed on a 24-hour basis collection.

C.20.14. If agreeable to the using entity with a minimum of 10 employees to be tested, Bidder may perform the on-site specimen collection and breath alcohol testing in a secure area at the using entity's location. Coordination (i.e., when, and where) shall be mutually agreed upon by bidder and the using entity. Bidder is responsible for setup the using entity's location to ensure that the site meets collection site's requirements by the Federal or State guidelines.

C.20.15. The first, and preferred, type of site for urination that a collection site may include is a single-toilet room, having a full-length privacy door, within which urination can occur. The site must have a source of water for washing hands that, if practicable, should be external to the closed room where urination occurs. If an external source is not available, the site may meet this requirement by securing all sources of water and other substances that could be used for adulteration and substitution and providing moist towelettes outside the closed room.

C.20.16. The second type of site is a multi-stall restroom that must provide substantial visual privacy, secure sources of water and other substances that could be used for adulteration and substitution and place bluing agent in all toilets or secure toilets to prevent access.

C.20.17. Only the employee may be present in the multi-stall restroom during the collection, except for the monitor in the event of a monitored collection or the observer of the same gender in the event of a directly observed collection.

C.20.18. A collection site can be in a medical facility, a mobile facility (e.g., a van), a dedicated collection facility, or any other location meeting the requirements in sections C.9.3.1 thru C.9.3.3.

C.20.19 All facilities performing alcohol tests must provide visual and aural privacy to the employee being tested, sufficient to prevent unauthorized persons from seeing or hearing test results.

C.20.20. An alcohol testing site can be in a medical facility, a mobile facility (e.g., a van), a dedicated collection facility, or any other location meeting the requirements in sections C.9.4.1 and C.9.4.2.

C.21. The bidder must acknowledge their ability to meet the following specifications regarding deliverables:

C.21.1. Testing Results: The bidder shall notify verbally or electronically within 24 hours or less after completion of test to the using entity of both initial negative and positive results.

C.21.2. The positive confirmation test by an EBT shall be reported orally or electronically within 48 hours or less after completion of test to the using entity. The positive confirmation test by GC shall be reported orally or electronically within 72 hours or less after completion of test to the using entity.

C.21.3. Electronic test results can be by means of facsimile, email, or web-based reporting.

C.21.4. The written hard-copy alcohol test results can be reported with the drug tests for non-web-based test results reporting.

C.12.5. Drug Testing Results The laboratory shall report to the Medical Review Officer (MRO) the initial reporting of negative results (or those specimens requiring retesting) electronically within twenty-four (24) hours or less after the receipt of the specimen at the testing laboratory.

C.21.6. The laboratory shall report to the Medical Review Officer (MRO) the initial reporting of confirmation positive test results (or those specimens requiring retesting) electronically within forty-eight (48) hours or less after receipt of the specimen at the testing laboratory.

C.21.7. Electronic reporting of results will be in a manner designed to protect confidentiality and will be subject to any applicable federal or state regulations.

C.21.8. Standardized written (hard copy) reports of test results shall be delivered by certified delivery to the MRO within five (5) business days or less of the completion of tests.

C.21.9. Electronic report shall identify the drugs/metabolites/alcohol tested for, whether positive or negative, the purchase order number, the employee identification number, and the laboratory specimen identification number (if applicable). The report shall also indicate the date and time of specimen collection, the date received by the laboratory, and the date and time reported.

C.21.10. If requested by the using entity, hard-copy monthly and/or quarterly statistical and activity report of all test results by using entity shall be delivered by certified delivery to the using entity and/or the MRO no later than five (5) business days of the following month. Report must be separated by DOT and non-DOT tests performed for each using entity. Report must include the number of specimens received, number tested, number of positives and invalids, the percent positive and the specific drugs found, by test type.

C.21.11. A verbal or electronic negative and positive drug test result shall be provided to the using entity contact person within twenty-four (24) hours or less of confirmation by the MROs.

C.21.12 Electronic method of test result submission can be by means of facsimile, email, or secure web-based reporting. If a secure web-based result reporting is used, the written test results will not require to be delivered to the using entity. The bidder utilizing this method is still subject to maintain all positive test records up to three years.

C.21.13. At the request of using entity, if non-web-based test results reporting is used, written negative and positive test results may be provided within three (3) business days, after the verbal or electronically test results are returned. The format and contents of test results shall be determined by mutual agreement between bidder and each using entity.

C.22. The bidder must acknowledge that they are subject to all applicable ordinances, regulations, publications and forms below:

C.22.1. Federal Motor Carrier Safety Administration (FMCSA) regulations in 49 CFR Part 40 and Part 382.
C.22.2. Department of Health and Human Services Federal Substance Abuse and Mental Health Services Administration (HHS/SAMHSA).
C.22.3. Title 40 O.S. 551-563, Standards for Workplace Drug and Alcohol Testing Act.

C.22.4. Title 310, Oklahoma State Department of Health, Chapter 638.

C.22.5. Requesting state entities' drug and alcohol internal policies and procedures.
C.22.6. Federal Custody and Control Forms (CCF) for both drug and alcohol testing.

C.22.7. Non- Federal Custody and Control Forms for both drug and alcohol testing. These internal forms must be provided by the bidder.
C.22.8 Any rules promulgated by Oklahoma State Department of Health (OSDH)

C.23. The bidder must be able to meet the additional records and reporting requirements listed below as part of the contract services.

C.23.1. In addition to the quality control requirements imposed by HHS/SAMHSA, the bidder shall submit blind performance test specimens to the laboratory in accordance with the Federal DOT. The bidder's laboratory and collection sites will be subject to inspection by the State of Oklahoma and/or using entities with no advance notice.

C.23.2. At the request of the using entity, the bidder shall provide copies of reports and/or chain of custody forms to the using entity within 30 days of request for the using entity to monitor the quality assurance of the program.

C.23.3. If requested by the Federal DOT for audit purposes, a using entity must submit detailed records of their alcohol and drug abuse prevention program to the Federal DOT. Therefore, if requested by the using entity, the bidder shall provide any necessary information and data to the using entity within 15 days of request that will aid the using entity in submitting the required records to the Federal DOT.

C.23.4. If requested by the using entity, the bidder shall provide copies of maintenance reports kept on the breath alcohol testing equipment used, including a description of what is checked for and how often maintenance is done within 15 days of request.

C.23.5. Bidder shall retain positive specimens for three years after collection/testing, or for the specific duration of time established by federal requirements or pending any litigation. At the written request of the using entity's authorized official to retain any positive test specimens longer than 3 years, the bidder shall retain as stated in request. Bidder shall retain negative samples for at least three workdays following collection/testing in compliance with federal standards.

C.23.6. The bidder shall maintain the recordkeeping system the laboratory will utilize, including failsafe back-up procedures to prevent loss of documentation due to any circumstances.

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

D.1. Discuss the ability of the bidder to provide training workshop services, regarding the following requirements:

D.1.1. The bidder should provide a training workshop, at the request of a using entity, in accordance with the requirements of 49 CFR 382.603 et seq., or Oklahoma State Department of Health guidelines and the using entity' internal rules and procedures on the topics of alcohol and drug abuse. The bidder shall provide all materials, supplies, and professional trainers if requested by using entity.

D.1.2. The bidder should agree and understand that such workshops may be held anywhere in the State of Oklahoma.

D.1.2.1 The scheduling and site location of workshops should be mutually agreed upon by the using entity and the bidder. Workshop means a period set aside by the using entity for its employees to receive training as required by Federal or State guidelines.

D.1.2.2 The bidder may consolidate training requests received from multiple using entities if agreed upon by all using entities.

D.1.3. An audience may be composed of supervisory employees designated by the using entity and/or all non-supervisory employees who may or may not be tested.

D.1.4. The workshops should cover the physical, behavioral, speech, and performance indicators on probable/suspected use of alcohol and/or drugs. Each workshop shall contain topics that meet training requirements specified in Federal or State guidelines.

D.1.5. The bidder is advised that the number of workshop participants is unknown but may number around 15-30 participants per workshop.

D.1.6. The bidder should consult with the using entity in the development of the content of a scheduled workshop. These consultations may be done in person, or by telephone, or in writing, by mutual agreement of the bidder and using entity.

D.1.7. The bidder should supply all handouts and related materials for each participant. Workshop participants shall be allowed to keep all such materials.

D.1.8. Workshop materials should be neatly typed and clearly printed and to identify the time, date, and location of the scheduled workshop.

D.1.9. The bidder should obtain copyright permission as necessary for workshop materials.

D.1.10. The bidder would assume all liability, legal and otherwise, resulting from the content and presentation of workshop materials.

D.1.11 The bidder may be requested by using entity to produce and provide brochures or pamphlets on the perils of alcohol and drug usage or abuse and on the using entity's alcohol and drug testing program at each using entity's location.

D.1.12. The bidder should furnish a certificate of workshop completion to each participant who has completed each workshop, if requested by the using entity.

D.1.13. The using entity should have the right to cancel a scheduled workshop, without incurring liability, financial or otherwise, by providing the bidder with notice of its intent to cancel at least ten (10) working days prior to the date on which the workshop is scheduled to begin.

D.1.14. The bidder should develop, and design written, photo-ready, and reproducible-quality educational materials that meet the requirements of 49 CFR 382, Subpart F, or the Oklahoma State Department of Health and using entity' internal rules and procedures. The educational material is subject to the approval of the using entity.

D.1.15. At the request of the using entity, the bidder should distribute the awareness materials to using entity employees holding a safety sensitive transportation position.

D.1.16 The using entity may provide a site location of training workshops if mutually agreed upon by the using entities and the bidder.

D.2. Discuss the ability of the bidder to provide Expert Witness Testimony Services:

If requested by the using entity, bidder should provide expert testimony and witness services by qualified professionals (e.g., pathologists, biochemists, forensic toxicologist, etc.) with technical expertise concerning specimen test results, chain of custody procedures, and any other aspect of the services required as deemed necessary in a court proceeding.

D.3. Discuss the ability of the bidder to provide Legal Consultation Services:

As part of the bidder's services, bidder should provide professional legal consultation to the using entity including but not limited to consultation on testing quality control, program administration and records keeping issues, rules updates, and related legal issues.

E. As referenced in subsection 8.1.B.ii, pricing shall be proposed as a single total firm, fixed price and include all information concerning fees, other costs, and any other information relevant to the total and shall be proposed using the Exhibit 4 titled Price.

F. As referenced in Subsection 8.1.D.iv-v, Regular and 24-hour Collection site listings should utilize the suggested format and proposed using titles accordingly as Exhibits 5 & 6.

G. As referenced in subsection 8.2.J, value-added products and/or services within scope of the Acquisition may be included in the Bid.

H. As referenced in subsection 8.2.L, three (3) business references are required to establish that a Bidder has successful implementation experience. References will include company name, address, and contact name, email, and phone number. OMES is not responsible for undeliverable e-mails or for non- responsive references.

I. As referenced in subsection 8.2.M, the following additional company information is required to be included in the Bid:

- **i** A brief description of the company.
- **ii** Company size and organization;
- **iii** The number of years the Bidder has been providing products and/or services of the type requested;
- **iv** The core competency of the company.
- **v** Number of clients.
- **vi** Locations where the Bidder's solution has been deployed.

J. As referenced in subsection 8.2.N, if a third-party vendor is included as part of a submitted Bid, the following information is required to be included in the Bid for each such third-party vendor:

- **i** Company history;
- **ii** Relationship to Bidder;
- **iii** Clients for which the two entities have worked together; and
- **iv** Products and/or services proposed to be provided by the third-party vendor and how those products and/or services interface with the Bidder's solution.

8.2 Bid Packet Format

A. Section One: Cover Page

Provide 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 Bidder 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 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, in 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 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 Any portion of the Bid that the Bidder requests be held confidential shall be listed in this section for independent review regarding confidentiality. For example: "the

portion of Section 8 titled Member Satisfaction Survey". However, the Bid should not be broken apart such that the information requested to be held confidential is only found in this section; rather, such content should be included in the Bid in applicable sections, for efficient evaluation.

iii For each portion of the Bid listed as considered confidential, the Bidder must identify the specific information considered confidential and fully comply with **OAC 260:115-3-9[2] 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.

iv 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.

v **ANY INFORMATION MARKED AS CONFIDENTIAL AND EMBODIED ELSEWHERE IN A BID RATHER THAN LISTED 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 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 inserting a page to denote this section is not applicable. 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.

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

ii Use tracked changes to propose alternative language, added language or other revision. Requests not shown as tracked changes may be returned to the Bidder for compliance with this requirement and review will be delayed as a result.

iii Each entry on the exceptions table must reference only one subsection or section (if there are no subsections). Including multiple subsections in one entry may result in the table being returned to the Bidder for compliance with this requirement and review will be delayed as a result.

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

v If the Bid contains a copy of **master** 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 **master** terms. Therefore, any exception to terms in the Solicitation or any other document related to the Acquisition, other than General Terms**,** must be included in this section as an exception.

vi **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: Master Terms between Bidder and State

A copy of any master 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 master 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. Avoid duplication of such information in other sections of the Bid; it unnecessarily lengthens the Bid and hinders efficient evaluation.

H. Section Eight: Response to Specifications and Requirements

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

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 Subsection 8.1, 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 shall be inserted in this section.

M. Section Thirteen: Additional Company Information

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

N. Section Fourteen: Third Party Vendor Information

Any required additional third-party vendor 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[3] INCLUDING WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11[4]. 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 via email solely to OMESCPeBID@omes.ok.gov. Please note that it is possible a Bidder's email system may have limitations on the size of outgoing email attachments and plan accordingly for the entire Bid to be received by the Bid Response Due

[3] 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

[4] 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

Date and Time. A Bid emailed directly to or cc'd to the Contracting Officer will not be reviewed by the Contracting Officer. In person, commercial carrier or facsimile submittals shall not be accepted. The subject line of the email Bid shall contain the following: Attention: [insert Contracting Officer name]; Solicitation Number and Bid Response Due Date and Time. The State is not responsible for incorrect link information or its inability to access a submitted Bid. Receipt of a Bid will generate an automatic notice that the Bid is received; if a Bidder believes a Bid has been sent but has not received a notice of receipt, the Bidder should contact the Contracting Officer at the email or phone number shown on the Bidder Instructions Cover Page. Receipt of the Bid by the State is the responsibility of the Bidder.

9.3 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 State 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 how the proposed equivalent will meet the specifications and not be considered an exception thereto.

9.4 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.

9.5 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.

9.6 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.

9.7 In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Bidder in performance of the Contract shall be included in the total Bid price. Travel expenses include, but are not limited to, transportation, lodging and meals. Examples of other miscellaneous travel expenses are referenced in §10.14 of the Statewide Accounting Manual[5].

9.8 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.

9.9 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] 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.

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

9.11 After review of a Bidder's submitted documents and information, the State may require additional terms for an Acquisition in which State or citizen data will be accessed, processed, stored, or transmitted by a Bidder.

9.12 Each Bid is required to include relevant information for a designated contact to receive notice, approvals and requests.

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 260:115-3-13[6] at the email address listed in Section 9 above.

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**

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

affected the receipt of a Bid.[7] 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. 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 may result in rejection of the Bid even if initially determined to be responsive or the State may cease any negotiations regarding 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

There will be no physical Bid openings. A public Bid opening, **which will disclose the name of each Bidder and no further information,** 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 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 Bidder 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 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.

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[7] OAC 260:115-3-11

[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_

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 Bidder internal corporate policies. 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.

14.3 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, the State may, in its discretion, offer a successful Bidder a shorter contract term.

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 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 To receive an award or payments from the State, a Bidder must be registered **as both a Bidder and as a Bidder** 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. [090000539]

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 Bidder 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.