



**State of Oklahoma  
Oklahoma State Department of Health**

**Amendment of Solicitation**

**Date of Issuance:** 11/19/2012

**Solicitation No.** 3400001137

**Requisition No.** 3400015367

**Amendment No.** 1

Hour and date specified for receipt of offers is changed:  No  Yes, to: 11/28/2012 3:00 PM CST

Pursuant to OAC 580:15-4-5(c)(5), this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

**ISSUED BY and RETURN TO:**

**U.S. Postal Delivery:**

Oklahoma State Department of Health  
Procurement Division  
1000 NE 10<sup>th</sup> Street, Room 309

Barbara A. Traylor  
Contracting Officer

(405) - 271 - 4043  
Phone Number

Oklahoma City, OK 73117 - 1299  
or

barbaraat@health.ok.gov  
E-Mail Address

**Personal or Common Carrier Delivery:**

,OK

**Description of Amendment:**

a. This is to incorporate the following:

Closing date is extended to November 28, 2012 and please see the attached amended Solicitation Request which includes an additional Line Item 3 for McAfee Active Virus Defense License.

b. All other terms and conditions remain unchanged.

\_\_\_\_\_  
Supplier Company Name (PRINT) Date

\_\_\_\_\_  
Authorized Representative Name (PRINT) Title Authorized Representative Signature



# SOLICITATION REQUEST

Request for Quote

Request for Proposal

Request for Bid

**Dispatch via Print**

**Department of Health**  
OKLAHOMA STATE DEPT OF HEALTH  
SHIPPING & RECEIVING  
1000 NE 10TH ST  
OKLAHOMA CITY OK 731171299

Request Quote ID.	Date	Buyer	Page
3400001137	06/20/2012	Barbara Traylor	1
Payment Terms	DateTime Quote Open	Closing	
0 Days	10/31/2012 01:09 PM	11/28/2012 03:00 PM	
Requisition Number Reference:		From Req ID - 3400015367	

**Ship To:** OKLAHOMA STATE DEPT OF HEALTH  
SHIPPING & RECEIVING  
1000 NE 10TH ST  
OKLAHOMA CITY OK 731171299

**Bill To:** OKLAHOMA STATE DEPT OF HEALTH  
ACCOUNTS PAYABLE  
1000 NE 10TH ST  
OKLAHOMA CITY OK 731171299

**Vendor: NAME**

Address: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Supplier Responses**

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	81112201 / 1000004202 SERVICE:Software maintenance/support	62	EA		

McAfee - Part# AVDYFM-AA-HI  
McAfee Gold Business Support - Technical support - emergency phone consulting - 1 year - 24x7 - for  
Active Virus Defense - 1 node- GHE - Protect Plus - Level H ( 2001-5000 )

Contract Period: 03/16/2013 to 12/15/2013

This line co-terms the additional 62 nodes purchased in March 2012 to the expiration of the 4,000 nodes on line 2.

**Freight Terms:** FOB DEST      **Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

2	81112201 / 1000004202 SERVICE:Software maintenance/support	4000	EA		
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McAfee - Part# AVDYFM-AA-HI  
McAfee Gold Business Support - Technical support - emergency phone consulting - 1 year - 24x7 - for  
Active Virus Defense - 1 node- GHE - Protect Plus -level H ( 2001-5000 )

Contract Period: 12/16/2012 to 12/15/2013

**Freight Terms:** FOB DEST      **Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

3	81111702 / 1000003844 SOFTWARE:System Software	200	EA		
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McAfee Active Virus Defense Suite - License + 1 Year Gold Business Support - 1 node - GHE  
Protect Plus - level H - Linux, UNIX, Win - English  
McAfee Part # AVDCDE-AA-HI  
McAfee Quote #3-164FAFC

**Freight Terms:** FOB DEST      **Ship Via:** COMMON

Lead Time: \_\_\_\_\_

**Supplier Remarks:**

**This is NOT AN ORDER**

All returned quotes and related documents must be identified with our request for quote Number.

**Authorized Signature**



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0 Days	10/31/2012	01:09 PM	11/28/2012	03:00 PM

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 1000 NE 10TH ST  
 OKLAHOMA CITY OK 731171299

**Vendor: NAME**  
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 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ ST: \_\_\_\_\_ ZIP: \_\_\_\_\_

**Supplier Responses**

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
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**COMMENTS:**

Bids will be accepted for the brand named only in this solicitation.

The Oklahoma State Department of Health has no desire to UPGRADE to a newer version of McAfee at this time.

McAfee Grant #5212683-NAI

This bid will be awarded lowest and best.

**IT Accessibility clause:**

Pursuant to 74 O.S. §85.7d and OAC 580:16-7-56 electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance.

EIT Standards may be found at [www.ok.gov/DCS/Central\\_Purchasing/index.html](http://www.ok.gov/DCS/Central_Purchasing/index.html) or [http://www.ok.gov/OSF/documents/isd\\_itas.doc](http://www.ok.gov/OSF/documents/isd_itas.doc).

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.

The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications not requiring development and/or customized by the Contractor from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards.

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments. The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards."

**Audit and Records Clause**

As used in this clause, records includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.

**This is NOT AN ORDER**

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**Authorized Signature**



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Line	Cat CD / Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost

The contractor(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

**ORAL AGREEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the contract. All modifications to the contract must be made in writing by the Oklahoma State Department of Health.

**DEBARMENT/SUSPENSION:** IAW 31 USCA 6101, Executive Order 12549, the contractor certifies that they are not presently or have not in the last three (3) years been debarred, suspended or proposed for debarment, declared ineligible by any federal department or agency, or convicted of a fraud-related crime.

**Applicable Law:** This contract shall be governed in all respects by the laws of the State of Oklahoma, Oklahoma County.

**Statement of Responsibility and Liability:** The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The OSDH shall be responsible for the acts and omissions to act of its officers, and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act, Title 51, O.S., 1991, §151 et seq. The Contractor shall be responsible for any damages or personal injury caused by the negligent acts or omissions to act by its officers, employees, or agents acting within the scope of their authority or employment.

The Contractor agrees to hold harmless the OSDH of any claims, demands and liabilities resulting from any act or omission on the part of the Contractor and/or its agents, servants, and employees in the performance of this contract. It is the express intention of the parties hereto that this agreement shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would otherwise render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability.

No oral statement, online click wrap amendments, facsimile, mail or other notification issued by vendor shall modify or otherwise effect the terms, conditions, or specifications stated in this purchase order unless accepted in writing by the State of Oklahoma.

**This is NOT AN ORDER**

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**Authorized Signature**