



Solicitation Cover Page

1. Solicitation #: 0900000369

2. Solicitation Issue Date: 3/8/2019

3. Brief Description of Requirement:

The State of Oklahoma Office of Management and Enterprise Services (OMES) Central Purchasing Division (CP) is seeking bid responses for a Statewide Contract for products and services related to all Categories listed below. Suppliers may respond to any or all categories and equipment listed: Hand held metal detectors, x-ray machines (for security), chemical detection, portable machines, maintenance, training, parts and supplies, service, accessories, value added items, walk through magnetometer, spectrometers, cell sense towers, ion scanners, annual certifications for x-ray equipment, specialty items, such as, ramps and lifts to help load the bulk scanning equipment and other categories that are in the scope of the solicitation.

4. Response Due Date¹: 4/10/2019

Time: 3:00PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

U.S. Postal Delivery Address: Office of Management & Enterprise Services, Central Purchasing

Attn: Sheri Diehm
5005 N. Lincoln Blvd.
Oklahoma City, OK 73105

Common Carrier Delivery Address: same

Electronic Submission Address: na

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

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

7. Contracting Officer:

Name: Sheri Diehm
Phone: 405-365-1964
Email: sheri.diehm@omes.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read section , "Solicitation Amendments")

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

TABLE OF CONTENTS

A GENERAL PROVISIONS..... 5
B. SPECIAL PROVISIONS10
C. SOLICITATION SPECIFICATIONS.....15
D. EVALUATION19
E. INSTRUCTIONS TO BIDDER21
F. CHECKLIST24
G. REFERENCES25
H. PRICE AND COST25

A. GENERAL PROVISIONS

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

A.2. Bid Submission

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the Central Purchasing Division in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

A.3. Solicitation Amendments

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the bid or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The Central Purchasing Division must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the Central Purchasing Division.
- A.3.3. It is the Bidder's responsibility to check the OMES/Central Purchasing Division website frequently for any possible amendments that may be issued. The Central Purchasing Division is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

A.4. Bid Change

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the Central Purchasing Division with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
 - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

A.6. Bid Opening

Sealed bids shall be opened by the Central Purchasing Division at 5005 N. Lincoln Blvd. Suite 300, Oklahoma City, Oklahoma, 73105 at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Open Bid / Open Record

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

A.8. Late Bids

Bids received by the Central Purchasing Division after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.

A.9. Legal Contract

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the Central Purchasing Division, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
 - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
 - A.9.2.2. Solicitation, as amended (if applicable); and

A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.

A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

A.10.2. Bidders guarantee unit prices to be correct.

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

A.11. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. Bidder may offer any brand for which they are an authorized representative, and which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will not satisfy this provision. The bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. Clarification of Solicitation

A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Central Purchasing Contracting Officer specified in the solicitation, and must be prior to the closing date of the solicitation.

A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the contracting officer listed on the solicitation. This request must be made prior to the closing date of the solicitation.

A.13 Negotiations

A.13.1. In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State's risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's offer.

A.13.2. Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

A.13.3. Negotiations may be conducted in person, in writing, or by telephone.

A.13.4. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

A.13.5. Terms, conditions, prices, methodology, or other features of the bidders offer may be subject to negotiations and subsequent revision. As part of the negotiations, the bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

A.13.6. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

A.14. Rejection of Bid

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 260:115-7-32.

A.15. Award of Contract

- A.15.1. The State Purchasing Director may award the Contract to more than one bidder by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State Purchasing Director to be in the best interest of the State of Oklahoma.
- A.15.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.16. Contract Modification

- A.16.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.16.2. Any change to the Contract, including but not limited to the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid on or before the required date. Deviations, substitutions or changes in products and services shall not be made unless expressly authorized in writing by the Central Purchasing Division.

A.18. Invoicing and Payment

- A.18.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.18.2. Interest on late payments made by the State of Oklahoma is governed by 62 O.S. §34.71 and 62 O.S. §34.72.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.
- A.20.2. The successful bidder(s) awarded the Contract(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of any Contract resulting from the solicitation and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any

language to the contrary in the solicitation, purchase order, or any other Contract document, the procuring agency may terminate its obligations under the Contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the supplier and shall be final and binding.

A.22. Choice of Law

Any claims, disputes, or litigation relating to the solicitation, or the execution, interpretation, performance, or enforcement of the Contract shall be governed by the laws of the State of Oklahoma.

A.23. Choice of Venue

Venue for any action, claim, dispute or litigation relating in any way to the Contract shall be in Oklahoma County, Oklahoma.

A.24. Termination for Cause

- A.24.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the Central Purchasing Division. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.24.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.
- A.24.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.
- A.25.2. If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

A.26. Insurance

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the Central Purchasing Division and the procuring agency with evidence of such insurance and renewals.

A.27. Employment Relationship

The Contract does not create an employment relationship. Individuals performing services required by this Contract are not employees of the State of Oklahoma or the procuring agency. The supplier's employees shall not be considered employees of the State of Oklahoma nor of the procuring agency for any purpose, and accordingly shall not be eligible for rights or benefits accruing to state employees.

A.28. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a bid for services, the bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

A.29. Compliance with Applicable Laws

The products and services supplied under the Contract shall comply with all applicable Federal, State, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

A.30. Special Provisions

Special Provisions set forth in SECTION B apply with the same force and effect as these General Provisions. However, conflicts or inconsistencies shall be resolved in favor of the Special Provisions.

B. SPECIAL PROVISIONS

B.1. Contract Period

- B.1.1.** The initial contract period shall begin on the effective date and shall extend through One (1) Year (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.
- B.1.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be four (4) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.1.3.** After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier, and c) then current products and support offered by Supplier.
- B.1.4.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.
- B.1.5.** The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- B.1.6.** In the alternative, the State Purchasing Director reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

B.2. Nature of Contract

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

B.3. Authorized Users

- B.3.1.** Proposals shall cover requirements during the specified period for all State Departments, Boards, Commissions, Agencies and Institutions. The Oklahoma Statutes state that Counties, School Districts, Municipalities and other public bodies may avail themselves of the contract subject to the approval of the successful vendor(s). Each purchasing entity will place orders directly with the winning Bidder(s).

B.3.1.1. CHECK APPROPRIATE BOX

B.3.1.1.1. _____ Yes, proposal permits usage by entities other than State Agencies.

B.3.1.1.2. _____ No, proposal permits usage by State Agencies only.

B.4. State Purchase Card

- B.4.1.** The State currently has a VISA card to enable selected State employees to purchase needed goods and services using a State of Oklahoma purchasing card. The State prefers that the successful Bidder will accept this purchasing card as a form of payment. There shall be no additional cost to a requesting entity for use of purchasing cards as a payment method.
- B.4.2.** Acceptance of the State of Oklahoma Purchase Card (P-Card) requires that no charges be posted to the P-Card prior to the shipping of goods. Only the total of goods shipped may be charged to the P-Card upon shipping. All back-ordered goods cannot be charged until received by the supplier and shipped to the State of Oklahoma end user. Upon shipment, an itemized invoice must be emailed to the order requestor within two (2) business days of the charge.

B.4.2.1. SIGNATURE OF ACCEPTANCE: _____ DATE: _____

B.4.2.2. NAME: _____

B.5. Energy Conservation

B.5.1. Oklahoma is an energy conservation State and we welcome any comments on the Bidders response that would indicate energy savings.

B.6. Warranty

B.6.1. The Successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the Bidder gives to any customer for such products; and rights and remedies provided herein are in addition to and do not limit any rights afforded to the State of Oklahoma by any other clause of this contract.

B.7. Patents and Royalties

B.7.1. The Supplier, without exception, shall indemnify and save harmless the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the State of Oklahoma. If the Supplier uses any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the RFP prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

B.8. Property Loss

B.8.1. The Supplier shall reimburse the government entity for such property loss or damage caused by Supplier, its employees or for anyone whose acts the Supplier may be liable.

B.9. Contract Management Fee

B.9.1. As empowered by State Statute 74 O.S. §85.33 A, the Office of Management and Enterprise Services imposes, and Suppliers agree to pay a contract management fee in the sum of one percent (1 %) of the combined total quarterly expenditures under this contract. This contract management fee is to be noted on the quarterly "Contract Usage Report" and paid by the Supplier, to OMES, Central Purchasing Division within 45 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract quarterly reporting periods". To ensure the payment is credited properly, the supplier must identify the check as a "contract management fee", the contract number and the quarter reporting.

B.9.2. The contract management fee check should be mailed to:

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

B.10. Contract Usage Reporting Requirements

B.10.1. Bidder's Report of Sales: Reports shall provide the amounts sold to all political entities that include but are not limited to State Agencies, Counties, Cities, Schools, and Municipalities.

B.10.2. The Contract Usage Report will be sent, electronically, (format: .XLS) and regardless of quantity, within forty-five (45) calendar days upon completion of the quarterly reporting period to:

B.10.2.1. Strategic.Sourcing@omes.ok.gov.

B.10.3. Contract quarterly reporting periods for management fees and usage reports shall be as follows:

REPORTING QUARTER	DUE DATE
January 1 through March 31	May 15 th
April 1 through June 30	August 14 th
July 1 through September 30	November 14 th
October 1 through December 1	February 14 th

B.10.4. Failure to provide contract management fees and/or usage reports may result in a whole or partial cancellation or suspension of this Contract. The Supplier shall notify the contracting officer of delay in providing any usage report or remittance.

B.10.5. Contract usage reports identifying, for the applicable quarter, each Acquisition and the appropriate procuring entity and corresponding dollar amounts of products purchased by all entities under the terms of this Contract, plus grand totals including but not limited to State Entities and Interlocal Entities.

Item detail usage reports identifying, for the applicable quarter, include the following information:

- a) Procuring entity
- b) Order date
- c) Order #/P-Card #
- d) Invoice #
- e) Manufacturer #
- f) Manufacturer
- g) Description
- h) Product Category
- i) Standard Configuration #
- j) Quantity
- k) Unit List Price
- l) Unit Contract Price
- m) Extended Price
- n) Other contract usage information requested by the State

B.11. Price Adjustments

- B.11.1.** Manufacturer's price increases, or other increases in the cost of doing business may not be passed on to the State of Oklahoma. Any price decrease effectuated during the contract period by reason of market change shall be passed on to the State of Oklahoma. No price reduction on a statewide contract may be offered to an agency unless that reduction is offered to all agencies.

B.12. News Releases

- B.12.1.** The successful Bidder is not permitted to issue any news releases pertaining to any aspect of the services provided under this contract without prior written consent of the Oklahoma State Purchasing Director. Failure to adhere to this requirement may result in termination of the contract resulting from this solicitation.

B.13. Limited Contact

- B.13.1.** Pursuant to 260: 115-7-30(e) The State Purchasing Director may limit contact regarding a solicitation between bidders and agency personnel during the solicitation process. The limitation of contact may be described in the solicitation. All communication between bidders and agency personnel regarding a solicitation shall be documented and filed in the acquisition file.

- B.13.2.** All questions and communications shall be directed to the Contracting Officer.

B.14. Manufacturer Accessibility VPAT Website

The Supplier may provide a URL link for a website maintained by the Supplier or product manufacturer which provides VPAT's for all products offered through the Contract.

B.15. Commercial Off-The-Shelf (Cots) Software

In the event that Supplier specifies terms and conditions or clauses in an electronic license agreement notice that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

B.16. Type of Contract

- B.16.1.** This shall be a competitively awarded contract(s).
- B.16.2.** For a percentage discount off of MSRP, hourly rate and fixed rate.
- B.16.3.** Indefinite delivery and indefinite quantity.
- B.16.4.** During the term of this contract, any State Entity, or Interlocal Entity, as defined herein, may utilize this contract. Under this contract, the State of Oklahoma bears no liability for the State or Interlocal Entities actions and the privies of contract exist solely between the Supplier and the State or Interlocal Entity.
- B.16.5.** The State of Oklahoma shall not guarantee any minimum or maximum amount of the Supplier services that may be required under this Contract.

B.17. Ordering

Any product, supplies and/or services furnished under this Contract shall be ordered by the issuance of a written purchase order or by the use of a valid State purchase card. There is no limit on the number of purchase orders that may be issued or purchase card transactions and delivery to multiple destinations may be required, as applicable, at no additional cost. All such issued purchase orders and purchase card transactions are subject to the terms and conditions of this Contract and other Contract Documents. Any issued purchase order or purchase card transaction dated prior to expiration or termination of this Contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

B.18. Response Time for Delivery

B.18.1.1. The response time for delivery of product will commence after receipt of issued purchase orders and purchase card transactions. All response times for delivery of product must be clearly identified in the response. Prior to issuing a purchase order the response time must be identified in the quote/cost estimate provided to the agency.

B.18.1.1. Payment for product must be billed after shipment and paid after receipt of order (ARO) in arrears. For P-card payments see Section B.4.

B.19. Bid Inclusions

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

- 1) A Service Level Agreement (SLA) outlines the minimum service that a customer may expect for services, warranties, and support.
- 2) Supplier's billing Information outlines what information is provided in billing and how it is delivered to accounts payable, for payment purposes.
- 3) Documentation outlines how detailed documents of services that are provided to entities on an ongoing basis to include services by location and account information can be obtained.
- 4) Training outlines the general requirements for providing training for implementing and using the solution at the End-User level and at Administrative/Operational Personnel levels.
- 5) Account Team and Support Positions outline the Suppliers capabilities of providing world-class support and account service.
- 6) Escalation Process outlines the predetermined levels of escalation in the event of an emergency
- 7) Pricing for each product, supply or service.

B.20. Security Requirements for the Department of Corrections (DOC)

B.20.1. Security requirements may include, but are not limited to:

- B.20.1.1.** Identification: All employees, agents, and representatives of the Supplier, while working on State property, shall carry or display acceptable identification.
- B.20.1.2.** Vehicle Security: Drivers must turn off vehicle motors and lock cab doors whenever their truck is unattended. Trucks shall be searched prior to entry and exit, causing up to a 30 minute delay each way.
- B.20.1.3.** Offender Contact: Contractors employees, agents, and representatives shall minimize interaction with offenders or patients, and shall report any verbal contact to DOC facility security staff before leaving the site.
- B.20.1.4.** Subject to Search: All persons, vehicles, packages and equipment entering a DOC facility are subject to search. Persons are typically pat searched and required to clear metal detection devices.
- B.20.1.5.** Packages, briefcases, purses, etc., searched with x ray equipment. Drug K-9 may also be used to search persons, vehicles, packages, and equipment.
- B.20.1.6.** Contraband: Contractors employees, agents, and representatives shall not have any weapons (including jack knives or box cutters), cell phones, pagers, drugs, tobacco products or any item deemed by facility to be potential contraband. Correctional officers can hold these items for delivery drivers at the delivery sally-port and return them as the driver exits the grounds. Any illegal items shall not be returned and shall be reported to local law enforcement.
- B.20.1.7.** Security Clearance: Contractors employees, agents, and representatives who enter secure facilities shall have prior approval to enter from facility security staff, generally involving a background check to ensure that they are not convicted felons. The Contractor shall submit background check requests a minimum of two weeks prior to arriving at the facility. At the facilities discretion, Contractor shall comply

with any requests to reassign a Contractor employee, agent, or representative, whether or not the individual has passed the background check if it is determined by facility that there is a security concern.

- B.20.1.8.** Tobacco Use Prohibited. The use of tobacco products is prohibited throughout all indoor and outdoor areas of property owned, leased, loaned or under the control of DOC, including parking lots owned or under the control of DOC.

C. SOLICITATION SPECIFICATIONS

C.1. Introduction

The State of Oklahoma Office of Management and Enterprise Services (OMES) Central Purchasing Division (CP) is seeking bid responses for a Statewide Contract for products and services related to Security Screening to include but is not limited to all Categories listed below. This includes products, supplies, equipment, services, maintenance and inspections etc.

The State of Oklahoma requests information that describes the functions, features and services available from you and your partners globally. Please elaborate and provide your response based on the strengths of your products and services.

The intent is to provide Multi-Supplier Contracts to reduce current expenses with price protected offers while optimizing scalable technology services to Oklahoma State Entities and Affiliates.

Customers will directly negotiate with Suppliers that are awarded contracts resulting from this Solicitation for the products and services that best suit their business needs.

The successful Supplier(s) shall be required to engineer, design, furnish, install, test, inspect, repair and maintain systems as applicable with the highest level of customer service before, during and after the provisioning of services.

Hardware and software that is not designed to solely support the solutions in the scope of this contract are not allowed.

OMES is requesting proposals for the following categories. Additionally, Suppliers are requested to provide any value added services that could be made available to the State which are in the scope of this Solicitation.

C.1.1. Suppliers may respond to any or all categories and equipment listed:

- Hand held metal detectors,
- x-ray machines (for security),
- chemical detection,
- portable machines,
- maintenance,
- training,
- parts and supplies,
- service,
- accessories,
- value added items,
- walk through magnetometer,
- spectrometers,
- cell sense towers,
- ion scanners,
- annual certifications for x-ray equipment,
- specialty items, such as, ramps and lifts to help load the bulk scanning equipment,
- other categories that are in the scope of the solicitation.

C.2. Mandatory Specifications for Equipment

Minimum Requirements for equipment are specified in Sections C.2.1 through C.2.4. Bidders may bid on the equipment outlined below. If bidding an alternative product, responses are required to provide specification sheets to determine equivalency by evaluation team.

C.2.1. HI-SCAN 145180-2is:

- C.2.1.1. Bulk X-Ray inspection system
- C.2.1.2. Tunnel dimensions: 57.8" x 71.7"
- C.2.1.3. Max. object size: 57.1 x 70.9"
- C.2.1.4. Dimensions/weight: 218.3" (L) x 85" (W) 100.2" (H)
- C.2.1.5. Includes:

C.2.1.5.1. 19" LCD monitor, Operator Keyboard & Manual

C.2.1.5.2. Hi-TRAX Image Enhancement Functions

C.2.1.5.3. Full Reverse Mode

C.2.2. HI-SCAN 145180-Feeder Conveyor:

C.2.2.1. Heavy duty small pitch motorized

C.2.2.2. Length: 1334 mm

C.2.3. HI-SCAN 6040-2is HR:

C.2.3.1. Advanced dual view X-Ray inspection system for automatic explosives and liquids detection.

C.2.3.2. Tunnel dimensions: 620 (W) x 420 (H) [mm] 24.4" (W) x 16.5" (H)

C.2.3.3. Max. object size: 615 (W) x 410 (H) [mm] 24.2" (W) x 16.1" (H)

C.2.3.4. Dimensions/Weight:

C.2.3.4.1. 2340 (L) x 1314 (W) x 1372 (H) [mm] approx. 820 kg

C.2.3.4.2. 92.0" (L) x 51.7" (W) x 54.0" (H) approx. 1808 lbs.

C.2.3.5. Includes:

C.2.3.5.1. Two (2) 19" LCD monitor, Operator Keyboard & Manual

C.2.3.5.2. Advanced Software Package, Hi-TIP, Threat Image Projection, Xport, Automatic Image Transmission

C.2.4. HI-SCAN 6040-2is HR 1m Roller Table

C.3. Service Level Requirements and Expectations

C.3.1. Shipping

C.3.1.1. All shipping is FOB destination and must be included in price.

C.3.1.2. Crating and other specialized packing/packaging must be specified in price.

C.3.1.3. All other costs associated with shipping must be identified.

C.3.2. Services

C.3.2.1. Prior to installation, all State requirements must be met by the State entity. The state entity must contact the Oklahoma Department of Environmental Quality regarding x-ray equipment. This is not a requirement of the vendor to complete but is to notify the state entities of the requirement.

C.3.2.2. Installation, calibration and 2 hours of operator training by a Field Technician must be provided, if applicable.

C.3.2.3. Awarded Supplier must provide on-going calibration/maintenance, as needed.

C.3.2.4. All x-ray equipment must be certified annually. Describe what level of service for annual certification will be provided and the list price for cost for this service.

C.3.2.5. In cases where existing equipment has been previously installed, describe what the Supplier will provide for services to maintain this equipment.

C.3.2.6. In the cases where assembly of new large bulk scanning machines in place is required describe what provisions will be made, including setup, calibration and training. Designate how many weeks is expected for delivery. Describe the build time, then the delivery and setup time in detail, the industry standard for this, as applicable and what provisions are available for moving and/or removal of existing machines.

C.3.2.7. Awarded Supplier shall have the ability to design, engineer and manage the project before, during and after installation. Examples of roles related to Design and Installation could be an Installer, Engineer, Service Specialist & other support roles as needed for solutions that are within the scope of this Solicitation. Respondents must describe how they are able to meet this requirement.

C.3.2.8. Training shall be provided to users in the operation of the systems. Respondents must describe training services (current and future needs) and detail the training materials that are available and provide costs. Supplier will provide manufacturers provided installation and operation manuals and all other readily available system operation documents and manuals upon request.

C.3.2.9. The successful supplier will be required to perform annual preventative maintenance inspection (PMI) to include, but not limited to, the following items: visual inspection of all components and maintenance

required to adjust, maintain, or restore the equipment to proper operating specifications, any identified repair needs as a result of the annual maintenance visit must be documented in writing, and conduct a radiation leak test.

C.3.2.10. Descriptions for all services required may or may not have been identified in its entirety. List all services that you provide in your solicitation response that remain within the scope of the solicitation.

C.3.2.11. On-site service coverage for equipment is requested to be:

- 24 hours a day, 7 days a week and 365 days a year.
- 24-hour response time.
- Provide unlimited access to 24 hours a day 7 days a week Technical Support.

C.3.2.11.1. Describe the Supplier's ability to meet this requirement and specify Supplier's capabilities for on-site service coverage.

C.3.2.11.2. All work shall be scheduled and coordinated with the State prior to work starting. Upon arrival at building, the Supplier shall, at an area designated by the State, sign in before work is to start and sign out when work is completed on a daily basis. When leaving the site, the Supplier shall contact the designated State contact person via cell phone. The Supplier's billed hours shall commence at sign-in time and cease at the time signed out on log. Failure to sign-in and sign-out is subject to non-authorization of services rendered. When leaving the site, the Supplier shall report to the designated State contact person, hours to be billed. See Section C.3.2.9. for more information.

C.3.2.12. Responses shall also outline the types and levels of support offered and times that are considered normal business hours.

C.3.2.13. Provide pricing services for regular business hours and 24 hours a day 7 days a week local and remote support for the types and levels of support.

C.3.2.14. Responses must list and describe what services and items are included at no-cost to the State for repair or replacement.

C.3.2.15. Payment for services must be billed and paid in arrears.

C.3.2.16. Services can be bid separately, if applicable.

C.3.2.17. Include all cost for services in Attachment A.

C.3.2.18. If a bidder cannot provide a service that is described in Section C. the bidder is not disqualified and can respond to all or none of the services in their response. Identify the difference in service provision for consideration.

C.4. Product Information

C.4.1. Responses should identify other systems that their product/system integrates with and discuss how their product performs with integrated systems.

C.4.1.1. Responses must discuss the warranty information for product(s) bid. Warranties available for each type of equipment shall be included with your response.

C.5. Bidder Experience and Policies

C.5.1. Service Areas – Responses must describe the geography of your service region and indicate which services are available in each region you service. They should also provide information on upcoming plans for expansion into other regions.

C.5.2. Responses should discuss the existing systems that the Supplier has experience with.

C.5.3. Responses shall discuss how the Supplier's past experiences, successes and current capabilities will be used to execute a proposed implementation plan, to perform the contract, and support the installation, training, customization, and maintenance of the proposed systems.

C.5.4. Alert and Escalation – Respondents must describe the Supplier's alert and escalation processes.

C.5.5. Security – Respondents must describe the Supplier's privacy policy as it pertains to data security.

C.5.6. Certifications and Licenses

C.5.6.1. Responses shall provide information that relates to all staff and Supplier certifications that Supplier holds that is required to perform the services within the scope of this Solicitation including any Corrections, Law Enforcement and Highways certifications, as applicable.

C.5.6.2. Responses shall provide proof that they are currently licensed to do business in the State of Oklahoma. A copy of each license or permit shall accompany the Suppliers response as applicable to the categories on which they are bidding.

C.6. Value Added Items

C.6.1. Responses may describe any other products and services the Supplier offers that are available within the scope of this Solicitation. See Attachment A.

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Bids shall be evaluated on the “best value” determination.

D.1.2. The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical Bids or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussions shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. The clarification shall not alter or supplement the Bid.

D.3. Competitive Negotiations of Offers

The State reserves the right to negotiate with one, selected, all or none of the Bidders responding to this Solicitation to obtain the best value for the State. Negotiations could entail discussions on products, supplies or services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State’s risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

D.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.2. Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the Bid.

D.3.4. The requirements of this Solicitation shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

D.3.5. BEST and FINAL - The State may request best and final Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

D.4. Selection Criteria

The evaluation criteria include the following:

D.4.1. Point-by-point response to the Solicitation.

D.4.2. Service Level Agreements, Billing Information, Documentation, Training, Account Team and Support Provisions, and the Escalation Process responses as applicable.

D.4.3. Pricing Proposal, Attachment A.

D.4.4. Descriptions and information, example; price lists, catalogs and access to website/link.

D.4.5. Certifications and licenses

D.5. Evaluation Process

D.5.1. Determination of Solicitation Responsiveness

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

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

Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

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

D.5.2. Evaluation of Bid

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

D.5.3. Evaluation of Cost

Cost comparisons are performed.

D.5.4. Demonstrations

If desired by the evaluation committee, the Bidder may be required to provide product/services demonstrations.

D.5.5. Best Value Evaluation of Products/Services

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

The State reserves the right to negotiate with one or more Bidders, at any point during the evaluation and may negotiate any and all content of the Bid.

D.5.6. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team, and to respond to any and all questions regarding the Bid if requested by the State prior to award.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective Bidders are urged to read this Solicitation carefully. Failure to do so shall be at the Bidder's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, Bids shall be evaluated and any resultant contract(s) shall be administered in accordance with the plain meaning of the contents hereof. The Bidder is cautioned that the requirements of this Solicitation can be altered only by written Amendment approved by the State and that verbal communications from whatever source are of no effect. In no event shall the Bidder's failure to read and understand any term or condition in this Solicitation constitute grounds for a claim after award of the Contract.

E.2. Preparation of Bid

- E.2.1.** Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.2.2.** Information shall be entered on the form provided or a copy thereof.

E.3. Submission of Bid

- E.3.1.** All Bids must be submitted to OMES – CP to the attention of the Contracting Officer as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.
- E.3.2.** The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.
- E.3.3.** Each Bidder must submit one (1) original and four (4) copy of the Bid on flash/thumb drive for a total of five (5) electronic documents in a "machine readable" format. One (1) flash/thumb drive shall be marked as the original and will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. Each Bid must be submitted in a single sealed envelope, package, or container.
- E.3.4.** All information relating to price/costs are to be sent in a separate binder/envelope, on a separate flash/thumb drive clearly marked as "Price/Cost". Each Bidder must submit one (1) original of the Price/Cost flash/thumb electronic document in a "machine readable" format.
- E.3.5.** The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.
- E.3.6.** Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.
- E.3.7.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 004, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- E.3.8.** All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.
- E.3.9.** By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack information.
- E.3.10.** If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit a Bid at its own risk; and if awarded the Contract, the Bidder shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Bidder takes exception to any requirement or specification contained in this Solicitation, these exceptions must be clearly and prominently stated in the Bid.
- E.3.11.** Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.4. Solicitation Amendments

- E.4.1.** If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time

specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.

E.4.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.

E.4.3. It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.5. Proprietary and Confidential

E.5.1. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State Purchasing Director shall make the final decision as to whether the separately submitted information is confidential.

E.5.2. If the State Purchasing Director does not acknowledge the information as confidential, OMES – CP will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.6. Oklahoma Open Records Act

Bids are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Bid will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Bids will not be considered confidential after award of the Contract except that information in the Bid determined to be confidential by the State CIO shall continue to be considered confidential. See Section A.7. for additional information.

E.7. Communications Regarding Solicitation

E.7.1. The Contracting Officer listed on the cover page of this solicitation is the only individual in which the Bidder should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the Bid being considered non-responsive and not considered for further evaluation.

E.8. Administrative Review

E.8.1. Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Time on 3/18/2019. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to this Solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.9. General Solicitation Questions

E.9.1. Bidder may submit general questions concerning the specifications of this Solicitation. All questions must be submitted in writing by 3/25/2019. Questions must be sent electronically to the Contracting Officer at sheri.diehm@omes.ok.gov.

E.9.2. Questions received via any other means will not be addressed.

E.9.3. These questions shall be answered directly in the form of an amendment and posted on the OMES - CP website. Bidders are advised that any questions received after 3:00 P.M. Central Time on 3/25/2019 shall not be answered.

E.10. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically. If awarded a contract will your company accept payment for invoices from the State by EFT?

E.10.1. _____ Yes, Bidder will accept payment by EFT.

E.10.2. _____ No, Bidder will not accept payment by EFT.

E.11. Bid Deliverables

E.11.1. Section One – Introduction

E.11.1.1. Letter of Introduction

E.11.1.2. Completed "Responding Bidder Information" OMES Form 076.

E.11.1.3. Completed "Certification for Competitive Bid and Contract" OMES Form 004.

E.11.1.4. Signed Amendment(s), if any.

E.11.1.5. Any exceptions to solicitation terms and conditions.

E.11.1.6. Supplier/Vendor Payee Form

E.11.2. Section Two – Company Information

Bidder must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation activity to report. Discuss your company in regards to solvency.

E.11.3. Section Three – Response to Specifications/Requirements

Provide detailed response to specifications/requirements in this Solicitation.

E.11.4. Section Four – EITA Compliance

Provide adequate information defining your products level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the VPAT & Accessibility - OMES Form that is applicable. Attached for reference is the VPAT Instructions Template.

Supplier may provide a URL link to a website providing VPAT for products deliverables through resulting Contract.

E.11.5. Section Five – Bidder Agreements

Bidder shall provide any required software licenses, maintenance, service agreements and any other similar applicable agreements.

Note: Any such agreements the Bidder requires, should it be the awardee of the Contract, not submitted with Bidder's original Bid shall not be considered.

E.11.6. Section Six – References

Three (3) references.

E.11.7. Pricing Proposal

Section Seven - Attachment A

Note: All labor, travel time and travel expenses are included in price.

E.11.8. All other information submitted

Section Eight

F. CHECKLIST

A Checklist of Submission Requirements is found below. The checklist may be of value to the Bidder in ensuring compliance with RFP requirements. It is recommended that the Checklist be completed and submitted with the proposal package. Submission of this checklist, however, is not mandatory so the failure to submit the Checklist will not result in the rejection of the proposal. This is not meant to be an all-inclusive list and it is the responsibility of the bidder to complete all the mandatory requirements.

No.	Description	Yes	No
1	Responding Bidder Information Form 076		
2	Certificate for Competitive Bid and Contract Form 004		
3	Workman's Comp Insurance Certificate		
4	Company information, Section E.		
5	Vendor Payee form		
6	Signed Amendment(s) if any		
7	Bid deliverables		
8	Cost/price, Attachment A		
9	Technical Proposal		
10	References (3) three		
11	Warranties		
12	Authorized users information		
13	P-Card Information		
14	EFT Information		
15	Bidder Agreements		
16	EITA Compliance, VPAT, URL link to a website providing VPAT		
17	Response to Specifications		
18	Company Information		

G. REFERENCES

Provide three (3) references from customers where similar work was performed. References provided must contain a contact person with full contact information (i.e., current employer, name, position held, telephone number, e-mail address).

H. PRICE AND COST

Pricing Proposal – Attachment A

Attachment A is a template, with “example” in the fields. Replace “example” with bidder’s information. The fields can be expanded or lines added, as needed. Information shall be entered on the form provided or a copy thereof.



Responding Bidder Information

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

1. **RE: Solicitation #** 0900000369

2. **Bidder General Information:**

FEI / SSN : _____ Supplier ID: _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ Fax #: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

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

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

YES - Filing Number: _____

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

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

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

YES – Include with the bid a certificate of insurance.

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

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

² For frequently asked questions concerning workers' compensation insurance, see <https://www.ok.gov/wcc/Insurance/index.html>

7. Disabled Veteran Business Enterprise Act

- YES – I am a service-disabled veteran business as defined in 74 O.S. §85.44E. Include with the bid response 1) certification of service-disabled veteran status as verified by the appropriate federal agency, and 2) verification of not less than 51% ownership by one or more service-disabled veterans, and 3) verification of the control of the management and daily business operations by one or more service-disabled veterans.
- NO – Do not meet the criteria as a service-disabled veteran business.

Authorized Signature	Date
Printed Name	Title



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

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

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

Solicitation or Purchase Order #: 0900000369

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



Vendor/Payee Form

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

DO NOT use this form for:

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

AGENCY SECTION (To be completed by state agency representative):

State agency should email completed and signed form to vendor.form@omes.ok.gov or fax to 405-522-3663.

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

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

Agency Name	OMES			Contact Name	Sheri Diehm
Phone #	405-365-1964	Fax #	None	Email	Sheri.diehm@omes.ok.gov
Agency Request To – Please select all applicable request types					
<input type="checkbox"/> Add New Vendor	<input type="checkbox"/> Update Existing Vendor	PeopleSoft 10-digit Vendor ID _____			
<input type="checkbox"/> Add New Address	<input type="checkbox"/> Change Address/Location	PeopleSoft Address # _____	PeopleSoft Location # _____		
<input type="checkbox"/> Change Vendor Tax ID	<input type="checkbox"/> Change Vendor Name	<input type="checkbox"/> Add Alternate Payee Name	PeopleSoft Location # _____		
<input type="checkbox"/> Other	Explain _____				
Vendor 1099 Reportable Status	Attention Paying Agency: Please check the Add box on the left if payments to this vendor/payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the Remove box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:				
<input type="checkbox"/> Add:	<input type="checkbox"/> 1 - Rents	<input type="checkbox"/> 2 - Royalties	<input type="checkbox"/> 3 – Other Income		
<input type="checkbox"/> Remove:	<input type="checkbox"/> 6 - Medical & Health Care	<input type="checkbox"/> 7 - Non-Employee Compensation	<input type="checkbox"/> 10 - Crop Insurance Proceeds		
	<input type="checkbox"/> 14 - Gross Proceeds to an Attorney				

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

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

Payee Information: Please provide the requested information for the payee receiving funds from the Oklahoma state agency. All information should match U.S. Internal Revenue Service filing records for the business, individual or government entity receiving payment.						
Name				Contact Name		
<i>Payee Legal Name for Business, Individual or Government Entity as filed with IRS</i>				Contact Title		
DBA Name				Phone #		
<i>Doing Business As "DBA", or Disregarded Entity Name if different than Legal Name</i>				Fax #		
Tax Identification Number (TIN) and Type:			<input type="checkbox"/> Federal Employer ID (FEIN) <input type="checkbox"/> Social Security Number (SSN)			
Business Address -- Please provide primary business address as filed with the U.S. Internal Revenue Service						
Address				City		
State		Zip+4		Remittance Email		
Optional Addresses – Please select address type as applicable						
Type:	<input type="checkbox"/> Remitting	<input type="checkbox"/> Ordering	<input type="checkbox"/> Pricing	<input type="checkbox"/> Returning	<input type="checkbox"/> Mailing	<input type="checkbox"/> Other:
Address				City		
State		Zip+4		Remittance Email		
Financial Registration: Please provide contact information for the Authorized Individual who can provide financial information used for ACH Electronic Funds Transfer payment processes. An email will be sent providing instructions for accessing the State of Oklahoma online registration system.						
Name				Email		
				Title		

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

<input type="checkbox"/> 1 - RENTS 532110 Rent of Office Space 532120 Rent of Land 532130 Rent of Other Building Space 532140 Rent of Equipment and Machinery 532150 Rent of Telecommunications Equip 532160 Rent of Electronic Data Processing Equipment 532170 Rent of Electronic Data Processing Software 532190 Other Rents	<input type="checkbox"/> 1- RENTS (continued) 532141 Rent of Motor Vehicles 532142 Lease of Motor Vehicles <input type="checkbox"/> 2 – ROYALTIES 553170 Royalties	<input type="checkbox"/> 3 – OTHER INCOME 552120 Incentive Awards – Monetary & Material 552160 Incentive Payments – Oklahoma Horse Breeders & Owners 552170 Incentive Payments – Oklahoma Film Enhancement Rebate 553165 Current/Former Employee Reportable Court Ordered or Legal Settlements 553220 Other IRS Reportable Income
<input type="checkbox"/> 6 - MEDICAL & HEALTH CARE PAYMENTS 515530 Veterinary Services 515700 Offices of Physicians (except Mental Health Specialists) 515710 Offices of Physicians, Mental Health Specialists 515720 Offices of Dentists 515730 Offices of Chiropractors 515740 Offices of Optometrists 515750 Offices of Mental Health Practitioners (except Physicians) 515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists 515770 Offices of Podiatrists 515780 Offices of all other Miscellaneous Health Practitioners 515790 Family Planning Centers 515800 Outpatient Mental Health & Substance Abuse Centers 515810 Other Outpatient Care Centers 515820 Medical and Diagnostic Laboratories	515830 Home Health Care Services 515840 Ambulance Services 515850 All other Ambulatory Health Care Services 515860 General Medical & Surgical Hospitals 515870 Psychiatric & Substance Abuse Hospitals 515880 Specialty Hospitals (except Psychiatric & Substance Abuse) 515890 Nursing Care Facilities 515900 Residential Services for People with Developmental Disabilities 515910 Residential Mental Health & Substance Abuse Facilities 515920 Community Care Facilities for the Elderly 515930 Other Residential Care Facilities 537210 Laboratory Services & Supplies 551230 Medical Services to Indigents (from agencies other than DHS) 551240 Hospital Services to Indigents (from agencies other than DHS) 551250 Other Health Services to Indigents (from agencies other than DHS)	
<input type="checkbox"/> 7 - NON-EMPLOYEE COMPENSATION 515010 Office of Lawyers 515020 Offices of Notaries 515030 Other Legal Services 515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services 515210 Payments for Contract Mentor Services 515220 Architectural Services 515230 Landscape Architectural Services 515240 Engineering Services 515250 Drafting Services 515260 Building Inspection Services 515270 Geophysical Surveying & Mapping Services 515280 Surveying and Mapping (except geophysical) Services 515290 Testing Laboratories 515300 Interior Design Services 515310 Industrial Design Services 515320 Graphic Design Services 515330 Other Specialized Design Services 515350 Custom Computer Programming Services 515360 Computer Systems Design Services 515370 Computer Facilities Management Services 515380 Other Computer Related Services 515400 Administrative Management & General Management Consulting Services 515410 Human Resources & Executive Search Consulting Services 515420 Marketing Consulting Services 515430 Process, Physical Distribution, & Logistics Consulting Services 515440 Other Management Consulting Services 515450 Environmental Consulting Services 515460 Other Scientific & Technical Consulting Services 515470 Research & Development in the Physical, Engineering, & Life Sciences 515480 Research & Development in the Social Sciences & Humanities 515490 Advertising and Related Services 515500 Marketing Research & Public Opinion Polling 515510 Photographic Services 515520 Translation & Interpretation Services 515540 All other Professional, Scientific and Technical Services 515550 Management of Companies & Enterprises 515560 Office Administrative Services 515570 Employment Placement Services 515580 Business Support Services 515590 Document Preparation Services	515600 Telephone Call Centers 515610 Business Service Centers 515620 Collection Agencies 515630 Credit Bureaus 515640 Other Business Support Services 515650 Investigation & Security Services 515660 Educational Services 515940 Individual & Family Services 515950 Community Food, Housing & Emergency & Other Relief Services 515960 Vocational Rehabilitation Services 515970 Child Day Care Services 515980 Arts, Entertainment and Recreation 515990 Other Services (except Public Administration) 517110 Moving Expense – Employee Transfer 531150 Printing and Binding Contract 531160 Advertising 531170 Informational Services 531190 Exhibitions, Shows and Special Events 531220 Burial Charges 531330 Jury and Witness Fees 531500 Moving Expenses – General 533100 Maintenance & Repair – Other Items 533110 Maintenance & Repair of Buildings & Grounds (outside vendors) 533120 Maintenance & Repair – Equipment (outside vendors) 533130 Maintenance & Repair of Telephone Equipment (outside vendors) 533140 Maintenance & Repair of Data Processing Equipment (outside vendors) 533150 Maintenance & Repair of Data Processing Software (outside vendors) 533190 Maintenance & Repair – Employee Uniforms 545110 Purchase of Land Improvements 545210 CIP (Construction in Progress) – Land Improvements 546210 Buildings and Other Structures – Construction and Renovation 546220 Major Maintenance and Repair of Equipment 547110 Highway and Bridge Construction Expense – Contractual 547120 Maintenance and Repairs to Highways and Bridges 547210 Major Maintenance and Renovation – Bridges 552100 Stipends – Other 552120 Teacher Stipends (“Incentive” payments) 552130 Oklahoma Police Corps Stipends 553160 Non-Employee Reportable Court Ordered or Legal Settlements 554190 Voter Registration Services 561140 Pollution Remediation	
<input type="checkbox"/> 14 - GROSS PROCEEDS TO AN ATTORNEY 553180 Settlements – Paid To/Thru Attorney		