



1. Solicitation #: SW0200

2. Solicitation Issue Date: 10/04/2019

3. Brief Description of Requirement:

State Wide Contract for the State of Oklahoma Purchasing Card (P-Card)

Pre-Bid Webinar scheduled for Thursday, October 17, 2019. You must RSVP to [Lisa.Bradley@omes.ok.gov](mailto:Lisa.Bradley@omes.ok.gov) no later than Tuesday, October 15 to receive the webinar invitation.

PIPS (Performance Information Procurement System) Best Value Process

4. Response Due Date<sup>1</sup>: 11/06/2019

Time: 3: 00 CST/CDT

5. Issued By and **RETURN SEALED BID TO**<sup>2</sup>:

U.S. Postal Delivery Address: OMES/Central Purchasing  
And/or 5005 N Lincoln  
Common Carrier Delivery Address: Suite 300  
Oklahoma City, OK 73105

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

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

7. Contracting Officer:

Name: Lisa Bradley  
Phone: 405-522-4480  
Email: [Lisa.Bradley@omes.ok.gov](mailto:Lisa.Bradley@omes.ok.gov)

<sup>1</sup> Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

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



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

1. RE: Solicitation # SW0200

2. Bidder General Information:

FEI / SSN : \_\_\_\_\_ Supplier ID: \_\_\_\_\_

Company Name: \_\_\_\_\_

3. Bidder Contact Information:

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. Oklahoma Sales Tax Permit<sup>1</sup>:

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](http://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.<sup>2</sup>

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

<sup>2</sup> 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.

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Authorized Signature \_\_\_\_\_ Date \_\_\_\_\_

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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: \_\_\_\_\_ Agency Number: \_\_\_\_\_

Solicitation or Purchase Order #: SW0200

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



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**State of Oklahoma  
Office of Management and Enterprise  
Services**

**Solicitation**

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## **A. GENERAL PROVISIONS**

The following provisions shall apply where and as applicable to this Solicitation.

### **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 acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- A.1.2.** "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.
- A.1.3.** "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.
- A.1.4.** "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.
- A.1.5.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- A.1.6.** "COTS" means software that is commercial off the shelf.
- A.1.7.** "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.
- A.1.8.** "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.
- A.1.9.** "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.
- A.1.10.** "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.
- A.1.11.** "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.
- A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.13.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.14.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.
- A.1.15.** "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.
- A.1.16.** "State CIO" is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.
- A.1.17.** "Solicitation" means this document inviting Bids for the Acquisition referenced herein.
- A.1.18.** "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.
- A.1.19.** "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

### **A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a Bid to this Solicitation:

- A.2.1.** The Bidder certifies that the Bidder and its principals or participants:
  - A.2.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
  - A.2.1.2.** Have not within a three-year period preceding this Contract been convicted of 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.2.1.3.** 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 foregoing offenses enumerated in this certification; and

**A.2.1.4.** Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.

**A.2.2.** Where the Bidder is unable to certify to any of the statements in the certification above, Bidder shall attach an explanation to the Bid.

### **A.3. Bid Public Opening**

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

### **A.4. Late Bid**

Bids received by the State after the Closing Date and Time shall be deemed non-responsive and shall not be considered for any resultant award.

### **A.5. Legal Contract**

By submitting a Bid to this Solicitation:

**A.5.1.** Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.

**A.5.2.** The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.

**A.5.3.** Any Contract Document related to this Solicitation shall be legibly written or typed.

**A.5.4.** All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

### **A.6. Pricing**

**A.6.1.** Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.

**A.6.2.** Bidders guarantee unit prices to be correct.

**A.6.3.** In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount.

**A.6.4.** All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

### **A.7. Firm Fixed Price**

Unless this Solicitation specifies otherwise, a Bidder shall submit a firm, fixed price for the term of the Contract.

### **A.8. Pricing Requirements**

If Bidder pricing does not meet requirements of the section herein titled Price and Cost, the Bid may be considered non-responsive.

### **A.9. Manufacturers' Name and Approved Equivalents**

Unless otherwise specified in this 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 it is an authorized representative, which meets or exceeds the specification for any item(s). However, if a Bid is 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 shall 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.10. Rejection of Offer**

The State reserves the right to reject any Bids that do not comply with the requirements and specifications of this Solicitation. A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements of this 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.

Attempts to impose unacceptable conditions on the State, or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of non-responsiveness of the Bid due to lack of compliance with the terms and conditions of negotiation or this Solicitation.

## **A.11. Award of Contract**

- A.11.1.** The State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items, or may award the contract on an all or none basis, whichever is deemed to be in the best interest of the State of Oklahoma.
- A.11.2.** Contract awards shall be made to the lowest and best Bid(s) unless this Solicitation specifies that best value criteria is being used.
- A.11.3.** In order to receive an award or payments from the State of Oklahoma, Bidder must be registered. The Bidder registration process can be completed electronically through the website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.
- A.11.4.** It is the preference of the State to award to a single Bidder. However, the State reserves the right to award to multiple Bidders when it has been determined to be in the best interest of the State.

## **A.12. Contract Modification**

- A.12.1.** The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State.
- A.12.2.** Any change to the Contract, including 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 OMES - ISD in writing, or that is made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written Amendment, shall be void and without effect, and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.

## **A.13. Delivery, Inspection and Acceptance**

- A.13.1.** All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.
- A.13.2.** Supplier shall be required to deliver products as offered on or before the required date. Deviations, substitutions, or changes in the products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

## **A.14. Invoicing and Payment**

- A.14.1.** Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.
- A.14.2.** State Acquisitions are exempt from sales taxes and federal excise taxes.
- A.14.3.** Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.
- A.14.4.** Payment terms will be net 45.
- A.14.5.** Additional terms which provide discounts for earlier payment may be evaluated when making an award. Any such terms shall be no less than ten (10) days increasing in five (5) day increments up to thirty (30) days. The date from which the discount time is calculated shall be the date of a proper invoice.

## **A.15. Audit and Records Clause**

- A.15.1.** 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 Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.
- A.15.2.** The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this 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.

## **A.16. Non-Appropriation Clause**

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, the State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier.

## **A.17. Choice of Law and Venue**

- A.17.1.** Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.
- A.17.2.** Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

## **A.18. Termination for Cause**

- A.18.1.** The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.
- A.18.2.** The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.
- A.18.3.** If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

## **A.19. Termination for Convenience**

- A.19.1.** The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Supplier upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.
- A.19.2.** If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

## **A.20. Insurance**

The Supplier shall maintain and promptly provide proof to the State of the following insurance coverage, and any renewals, additions or changes thereto, as long as the Supplier has any obligation under a Contract Document:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
- b) Commercial General Liability Insurance on a per occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage;
- c) Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including bodily injury and property damage and with coverage, if applicable, for all owned vehicles, all non-owned vehicles, and all hired vehicles;
- d) Professional Errors and Omissions Insurance which shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate; and
- e) Additional coverage required by the State in writing in connection with a particular Acquisition.

#### **A.21. Employment Relationship**

This Contract does not create an employment relationship between the parties. Individuals performing services required by this Contract are not employees of the State, a State Entity or an Interlocal Entity and, accordingly, shall not be eligible for rights or benefits accruing to such employees including but not limited to health insurance benefits, workers' compensation insurance, paid vacation or other leave, or any other employee benefit.

#### **A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a Bid to this Solicitation, the Bidder certifies that it is registered and participates in the Status Verification System, available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify), as required under applicable State law and is in compliance with applicable federal immigration laws and regulations. The Bidder agrees that compliance with the certification set forth in this section shall be a continuing obligation.

#### **A.23. Compliance with Applicable Laws**

- A.23.1.** In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:
  - a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
  - b) If the payments pursuant to the Contract are expected to exceed \$100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
  - c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
  - d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;
  - e) For Persons entering into a grant or cooperative agreement over \$100,000.00 (as defined at 45 C.F.R. §93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
  - f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and
  - g) Be registered as a business entity licensed to do business in the State, (registration through the Oklahoma Secretary of State at <https://www.sos.ok.gov>), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.
- A.23.2.** The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.
- A.23.3.** The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

#### **A.24. Gratuities**

The rights of Supplier under the terms of this Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State or Interlocal Entity employee directly involved in this Contract. In addition, a Supplier determined to be guilty of such a violation may be suspended or debarred.

## **A.25. Preclusion from Resulting Contracts**

Any Bidder that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this Solicitation, either directly or indirectly, is precluded from being awarded the Contract and from securing a sub-contractor that has provided such services.

## **A.26. Mutual Responsibilities**

The State and Supplier agree that:

- A.26.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- A.26.2.** This is a non-exclusive Contract and each party is free to enter into similar agreements with others.
- A.26.3.** Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.
- A.26.4.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

## **A.27. Background Checks and Verifications**

At the sole discretion of the State, State Entity or Interlocal Entity, as applicable, employees of the Supplier and any subcontractor of the Supplier may be subject to background checks. If background check information is requested, the Supplier must submit, or cause to be submitted, the required information in a timely manner and the Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State, State Entity or Interlocal Entity.

## **A.28. Confidentiality**

- A.28.1.** The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.
- A.28.2.** No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State CIO or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

## **A.29. Unauthorized Obligations**

At no time during the performance of this Contract shall the Supplier have the authority to obligate any other party hereto for payment of any goods or services over and above those set forth in this Contract. If the need arises for goods or services over and above the products, Supplier shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.

## **A.30. Electronic and Information Technology Accessibility**

Supplier shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at [http://www.ok.gov/cio/documents/isd\\_itas.pdf](http://www.ok.gov/cio/documents/isd_itas.pdf) and Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT. If the products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Supplier shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

All representations contained in the VPAT provided will be relied upon by the State for accessibility compliance purposes.

### **A.31. Patents and Copyrights**

- A.31.1.** Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.
- A.31.2.** If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.
- A.31.3.** If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.
- A.31.4.** Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (ii) a program's use in other than its specified operating environment; (iii) the combination, operation, or use of a product with other products not provided by Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

### **A.32. Assignment**

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

### **A.33. Severability**

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

### **A.34. Paragraph Headings**

The headings used in this Contract are for convenience only and do not constitute part of the Contract.

### **A.35. Failure to Enforce**

Failure by the State, as applicable, at any time to enforce a provision of, or exercise a right under, any Contract Document shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State to enforce any provision of, or exercise any right under, a Contract Document at any time in accordance with its terms. Likewise, a waiver of a breach of any provision in a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in a Contract Document.

### **A.36. Conflict of Interest**

- A.36.1.** Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.
- A.36.2.** In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.

### **A.37. Limitation of Liability**

To the extent any limitation of liability in any Contract Document is construed by a court of competent jurisdiction to be a limitation of liability in violation of applicable law, such limitation of liability shall be void.

### **A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)**

- A.38.1.** In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.
- A.38.2.** Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Supplier to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Supplier may supply during the downtime (repair) of equipment purchased or leased through this Contract. If a device has to be removed from a location for repairs, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

### **A.39. Offshore Services**

No offshore services are provided for under this Contract. State data shall not be used or accessed internationally, for troubleshooting or any other use not specifically provided for herein without prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State.

### **A.40. Failure to Provide**

The Supplier's repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State CIO, shall constitute a material breach of the Supplier's obligations, which may result in partial or whole cancellation of the Contract.

### **A.41. Agency Policies**

The Supplier's employees and/or sub-contractors must adhere to the applicable State policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Supplier to review and relay State policies covering the above to the consulting staff.

### **A.42. Compliance with Technology Policies**

The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at: [www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG\\_osf\\_12012008.pdf](http://www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf)

### **A.43. High Technology System Performance and Upgrades**

- A.43.1.** If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Supplier does not plan such system upgrades or improvements, the Supplier shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.
- A.43.2.** Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Supplier; the Supplier providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Supplier providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

### **A.44. Emerging Technologies**

The State of Oklahoma reserves the right to modify the terms of this Contract at any time to allow for technologies not identified in this Contract. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue an Amendment to this Contract.

#### **A.45. Ownership Rights**

- A.45.1.** Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.2.** Except for any Utilities, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.
- A.45.3.** In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.4.** Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.
- A.45.5.** If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.
- A.45.6.** It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier's Utilities, the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- A.45.7.** Except for any Utilities, all work performed by the Supplier of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of State of Oklahoma.

#### **A.46. Source Code Escrow – Reference Title 62 O.S. § 34.31**

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a State Entity, the Supplier shall have a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, with the escrow agent including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- a) A bona fide material default of the obligations of the Supplier under the agreement with the agency;
- b) An assignment by the Supplier for the benefit of its creditors;
- c) A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- f) The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- g) The ceasing of a Supplier of maintenance and support of the software; or
- h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

#### **A.47. Right to Renegotiate**

Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

#### **A.48. Used or New Products**

Bidder shall offer new items of current design unless this Solicitation specifies used, reconditioned, or remanufactured products are acceptable. Warranties in both cases should be the same.

#### **A.49. Publicity**

The award of this Contract to Supplier is not in any way an endorsement by the State of Supplier or the products and shall not be so construed by Supplier in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this Contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied as an endorsement. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

#### **A.50. Mandatory and Non-Mandatory Terms**

**A.50.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Bid.

**A.50.2.** Whenever the terms "can", "may", or "should" are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

#### **A.51. Non Tobacco – Smoke Free**

By order of the Governor's Executive Order 2012-01, effective August 06, 2012 the use of any tobacco product shall be prohibited on any and all properties owned, leased or contracted for use by the State of Oklahoma, including but not limited to all buildings, land and vehicles owned, leased or contracted for use by agencies or instrumentalities of the State of Oklahoma.

#### **A.52. OMES - ISD / Agency Relationship**

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES - ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES - ISD to acquire necessary hardware and software, and directs OMES - ISD to authorize the use of these assets by other State agencies. OMES - ISD, as the owner of information technology assets on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

#### **A.53. Acceptance of Solicitation Content**

Unless otherwise provided in Section One of the Bidder's response to this Solicitation, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all terms and conditions contained in this Solicitation. Upon award of any contract to the successful Bidder, the contents of this Solicitation shall become contractual obligations between the parties. Failure to provide all proposed Amendments to the terms and conditions contained in this Solicitation of the Bid may cause the Bid to be rejected from consideration for award.

#### **A.54. Special Provisions**

Special Provisions 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 Term, Renewal and Extension Option**

- 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 nine (9) 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 CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

### **B.2. Obligations of Permitted Subcontractor**

- B.2.1.** If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- B.2.2.** All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

### **B.3. Warrants**

Supplier warrants and represents that products or deliverables specified and furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of a minimum of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. Defects in products or deliverables specified and furnished by or through the Supplier shall be repaired or replaced by Supplier at no cost or expense to the State if such defect occurs during the warranty period.

### **B.4. Administrative Fee**

The Supplier agrees to pay an administrative fee in the sum of 1% of the combined total annual expenditures, as evidenced by the aggregate amount of Acquisitions under this Contract. All products prices shall be inclusive of the administrative fee. Notwithstanding anything to the contrary herein, the State reserves the right to increase or decrease the administrative fee as long as the Supplier has an obligation under this Contract without further requirement for an Amendment and shall provide written notice of such change to the Supplier.

On behalf of OMES, Central Purchasing Division, the Bank will collect a 5% administrative fee of the annual total rebate due to each participating political subdivision from the proceeds of any rebate due to Political Subdivision. This administrative fee shall be used to defray the costs of CP operations and expenses that CP incurs to support the operation of the Statewide Contract #0200. This fee shall be reported separately and submitted annually to the Central Purchasing Division as otherwise required in this Agreement.

#### **B.5. Web Site Requirements**

The Supplier will provide a web page devoted to the products available under the terms of this Contract and such web page will be linked to a State website. The web page provided by the Supplier for this Contract will include the following:

- a) A listing of the contact personnel of the Supplier and the pertinent contact numbers;
- b) Ordering address of Supplier;
- c) Remittance address of Supplier;
- d) "How to Use" instruction for using the Supplier website;
- e) Pertinent contract information detailing the required State contract numbers and applicable State commodity codes;
- f) A complete listing of products including the retail price list with the applicable pricing under this Contract;
- g) A general category grouping of products with an expanding tree of information for the products available in each category and the capability to select a general category that is linked to a product specific page detailing the information concerning such particular product;
- h) The ability to print a quote page with quote number and/or quote date, which shall be valid for at least thirty (30) days; and
- i) Other information required by the State to be included from time to time.

#### **B.6. Authorized Users**

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.7. 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.8. 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.9. Type of Contract**

This shall be a competitively awarded contract(s) that is available for use by all State Entities or Interlocal Entities, as applicable.

#### **B.10. Supplier Services**

The State of Oklahoma shall not guarantee any minimum or maximum amount of the Supplier services that may be required under this Contract.

#### **B.11. Ordering**

Any product 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.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. BACKGROUND**

The State of Oklahoma's Purchase Card Program was first implemented in 2000 as a pilot program. The program was successful and was made available for all state and local government entities in 2001. The current contract is with Bank of America and the contract will be expired on June 30, 2020. Currently the State has approximately 186 individual entities which participate in the program, which consist of state agencies and local government entities; cities, towns, county offices, and other local government entities. The program has grown and we currently have 14,452 active cards. Fiscal Year 2019 grossed 588,439 transactions with a total spend of \$223,167,969.00. This was an increase of approximately 6.5% from Fiscal Year 2018.

State agencies must comply with Purchase Card Policies and Procedures and may be reviewed at the following link:

<https://omes.ok.gov/services/accounting-reporting/state-purchase-card>

Currently, the program uses one card for low dollar purchases which is limited to \$5,000.00 with some exceptions. The State of Oklahoma does allow unlimited dollar transactions on most awarded Statewide Contracts. Local government entities establish their Purchase Card Policies and Procedures separately.

Participants in the State of Oklahoma purchase card program are not charged processing or bank fees. Merchants pay the interchange fees. Participants receive a rebate each year based on a percentage of the total spend, average transaction size, and speed of payment. The total rebate for fiscal year 2019 was \$3,489,092.00.

### **C.2. INTRODUCTION**

This Request for Proposal (RFP) is issued by the Office of Management and Enterprise Services (OMES), on behalf of the State of Oklahoma.

The State of Oklahoma is seeking to continue and expand the P-Card program for the ability to make small purchases, travel arrangements, purchase goods or services from statewide contracts issued by OMES Central Purchasing Division, and other purchases identified in participating entities' policies and procedures. The State desires to provide P-Card participants with uniformity and consistency in regards to reporting, hierarchy structure, query capabilities, spend visibility, audit capabilities, reconciliation capabilities, interface and/or integration with other internal systems, customer service, rebate application, fraud protection, training, and spend analysis data availability.

Services under the contract resulting from this solicitation will commence by the end of January 2020 or later as determined by the State. Upon contract award, the successful supplier will work with the State to implement a conversion process to transfer the current Program to the new Program starting with a pilot program. It is anticipated that this transition can be accomplished over a six-month time span prior to full implementation of the Program by successful supplier on July 1, 2020. The conversion shall be done in such a manner that the P-Card services are not interrupted. This will require a collaborative effort between the State, participating entities, the current contractor, and the successful supplier.

### **C.3. OBJECTIVE**

The State is issuing this RFP to suitably qualified Purchase card service suppliers. The suppliers are invited to respond to this RFP by describing how they can meet the requirements set forth in this RFP and by providing other information requested. Responses to this RFP will be used to evaluate suppliers in the evaluation process to select the "best value" supplier for this program.

### **C.4. EXPECTED OUTCOMES**

- C.4.1.** Robust reporting system
- C.4.2.** Ability to see user information and card information on one tab
- C.4.3.** Real time for all changes and information
- C.4.4.** Increased rebate
- C.4.5.** One Stop Customer Service: pin, reset password, accurate balance, why card was declined, etc.

- C.4.6.** Easy way to get electronic statements
- C.4.7.** Totals at bottom of columns, especially dollar columns
- C.4.8.** Multiple levels of review and approval for transactions
- C.4.9.** User friendly software
- C.4.10.** Comment section associated with user viewable only by P-Card admins
- C.4.11.** Upload receipts
- C.4.12.** Description of purchase required
- C.4.13.** Level 3 detail
- C.4.14.** All data fields available on all reports
- C.4.15.** App for software
- C.4.16.** System will not allow a transaction to be split between funding sources or expense codes unless the total of the split equals the total of the purchase
- C.4.17.** E-payable Platform – effective and efficient
- C.4.18.** Different color cards for declining balance cards, travel only cards and One card
- C.4.19.** Level 2 & 3 data detail
- C.4.20.** Ability to capture and view vendor TIN
- C.4.21.** At least 10 fields to enter accounting and transaction information
- C.4.22.** Ability for Entity to maintain data in valid value tables and/or upload new tables
- C.4.23.** Ability for system to validate segment data against valid value table data
- C.4.24.** Provisions for scoped administrator roles
- C.4.25.** Provisions for scoped purchase requests
- C.4.26.** Ability to split code transactions
- C.4.27.** Must be PCI compliant with proof
- C.4.28.** Online disputes can be set to OFF
- C.4.29.** Create/modify own reports
- C.4.30.** Mail all cards in scope to central location, even overnighted cards – no exceptions
- C.4.31.** Unlock cards that have entered bad PIN at POS if possible
- C.4.32.** Allow all invoices/receipts attached in reconciliation system to be printed with the cardholder statement
- C.4.33.** Awarded vendor must have a local presence in the state's major cities
- C.4.34.** Rebate review every 2 years

## **D. EVALUATION**

### **D.1. Evaluation and Award**

**D.1.1.** Bids shall be evaluated on the "best value" determination.

### **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. Selection Criteria**

Level of Expertise - LE

Risk Assessment Plan - RA

Value Added Options - VA

Interview

Incentive Schedules

### **D.4. Evaluation Process**

#### **D.4.1. Determination of Solicitation Responsiveness**

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

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- VPAT
- Amendments, if issued, are acknowledged.
- Project Capability Plan (PC Submittal)
- Hosting / Security Questionnaire
- Incentive Schedules

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.4.2. Description of Evaluation Criteria**

**D.4.2.1.** Project Capability (PC) Submittal – Whether the pages are blank or filled, must NOT exceed 6 pages (front side of page only) and is comprised of: Level of Expertise (2 pages), a Risk Assessment Plan (2 pages), and a Value Added Plan (2 pages).

##### **D.4.2.2. Purpose of PC Submittal**

D.4.2.2.1. Assist the State in prioritizing Respondents submittals based on their ability to understand and deliver the required services.

D.4.2.2.2. Assist the Respondent in planning what they are going to do before they do it.

D.4.2.2.3. Provide high performing Respondents the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous best value results.

##### **D.4.2.3. PC Submittal Form Requirements**

- D.4.2.3.1. PC submittal must NOT contain any names that can be used to identify who the Respondent is (such as firm names, personnel names, Project names, or product names).
- D.4.2.3.2. The PC submittal must not include the proposed cost or the proposed duration that the Respondent has identified in the Proposal Form.
- D.4.2.3.3. A PC proposal template is included in this RFP. This document must be used by all Respondents. Respondents are NOT allowed to re-create, re-format, or modify the template in any manner. Respondents must type their responses on the Word template provided.
- D.4.2.3.4. The PC Submittal (whether the pages are blank or filled) must NOT exceed 6 pages (front side of page only).
- D.4.2.3.5. Failure to comply with any of the PC format requirements may result in disqualification.
- D.4.2.3.6. The PC Submittal shall not contain any marketing information. The Submittal should be used to prove to the State that the Respondent has expertise for the specific project being proposed upon.

**D.4.2.4. Level of Expertise Plan -Overview**

- D.4.2.4.1. The Level of Expertise Plan is to allow the Respondent to differentiate their capability to meet the requirements of this project with a plan that meets time and cost goals. All cost and schedule impacts associated with project capabilities listed within the Level of Expertise Plan (Attachment B) must be included in your base cost/schedule.

**D.4.2.5. Risk Assessment Plan – Overview**

- D.4.2.5.1. The Respondent should list and prioritize major risk items on this contract that could cause the Respondent's "vision" or "plan" to deviate or not meet the expectations of the State (i.e. risks that the Respondent does not control). This includes sources, causes or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to the State. Do not include in this submittal any risks caused by a lack of the Respondent's technical competency. The risks should be described in simple and clear terms so that non-industry personnel can understand the risk. The Respondent must also explain how they will mitigate, manage, and/or minimize the risk from occurring. A mitigation / management plan solution with supporting documented performance (references, performance measurements of projects when the risk mitigation was used etc.) is required for a high rating from the selection committee. The backup performance information can include how many times the mitigation plan was previously used, and the impact on performance in terms of customer satisfaction. (See Attachment C)

**D.4.2.6. Value Added Section – Overview**

- D.4.2.6.1. The purpose of the Value Added plan is to provide Respondents with an opportunity to propose any value added options or ideas that may benefit the State. These options or ideas may also be referred to as additional or optional services. Proposed Value Added solutions involving staff education and informational content, and security, intelligence, and investigative systems and devices are desired. The Respondent should identify and briefly describe their proposed options or ideas to add value to this project by completing Attachment D. Respondents are to include options or ideas that have been successful through verifiable performance information and/or best value practices. The Respondent must list the cost and projected implementation or delivery time of its options or ideas. The options or ideas proposed as Value Added options must NOT be included in the base solution proposal.

**D.4.2.7. Interviews**

The State may shortlist (if necessary) the top rated Respondents. The shortlisted Respondents may be required to participate in an interview period. The State may interview all critical team members, including, but not limited to:

D.4.2.7.1. Project Manager, one who can make decisions for the company

D.4.2.7.2. Lead Technical Person, the technical expert who would be leading the project.

D.4.2.7.3. The State may also request to interview additional personnel. The State will interview individuals separately (and may perform a group interview after the individual interviews are completed). No other individuals (from the Respondents) will be allowed to sit in or participate during the individual interviews.

D.4.2.7.4. The State may request additional information prior to interviews.

D.4.2.7.5. All proposed team members must be available in person for interviews on the date specified in this RFP.

D.4.2.7.6. At the State's discretion, substitutes, proxies, phone interviews, or electronic interviews may be allowed.

D.4.2.7.7. Individuals who fail to participate in the interview will not be given a score which may jeopardize the Respondent's competitiveness.

## **D.5. Dominance Check for Cost Reasonableness**

- D.5.1.** After ranking all of the Respondents based on the selection criteria, weights, and ratings, the State will verify if the best prioritized respondent meets the following requirements:
- D.5.2.** If the highest ranked Respondent is within the budget and is within (10%) of the next highest ranked Respondent's cost, then the highest ranked respondent moves to the Pre-Award Phase;
- D.5.3.** If the highest ranked Respondent is within the budget, but its cost is more than 10% greater than the second highest ranked Respondent's cost, the State reserves the right to invite the second highest ranked Respondent to the Pre-Award Phase;
- D.5.4.** If the highest ranked Respondent is over the budget, the State reserves the right to proceed to the highest ranked Respondent within the budget unless the State obtains additional funding;
- D.5.5.** If all the Respondents are over-budget, the State may obtain additional funds and apply the rules above, re-scope the Project, or cancel the Project.
- D.5.6.** If the best value Respondent's cost is more than 10% below the average Respondent's cost, the State reserves the right to proceed to the next prioritized best value Respondent;
- D.5.7.** When the State is considering going to the next best value Respondent, the best value Respondent can stay in the process by having presented dominant performance metrics which justify their selection despite their higher or lower cost.

## **D.6. Clarification/Pre-Award Phase**

- D.6.1.** The potential best-valued Respondent will be required to perform the Clarification/Pre-Award functions as outlined in Attachment E. The intent of this period is to allow the Respondent to clarify their proposal, address any issues or risks, allow the client to add any concerns, and to prepare a Pre-Award Document.

## **D.7. Contract Form and Requirements**

- D.7.1.** Form of Contract between the State and the Selected Respondent
  - D.7.1.1.1. The Contract between the selected Respondent and the State will be the State's Agreement, which is incorporated into this RFP (the "Contract"). By submitting a Proposal, Respondent acknowledges and agrees that it received, read, understands, and shall be bound by and comply with the Contract.
  - D.7.1.1.2. The Contract will incorporate by reference this RFP and any Attachments and any RFP modifications agreed to by the State. The State may attach to the Contract as Supplementary Conditions Respondent's Proposal, selected provisions of Respondent's Proposal or modifications to Respondent's Proposal agreed to by the State and Respondent.
- D.7.2.** Weekly Reporting System
  - The selected Respondent will be required to submit weekly reports as outlined in the Weekly Risk Report Guide (see Attachment F) during implementation, and at a mutually agreed upon frequency after implementation.

- D.7.3. Evaluation of Incentives**  
Cost comparisons are performed.

## **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 to the attention of the Procurement Specialist 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.** Each Bidder must submit two (2) copies of the Bid on a thumb drive in a "machine readable" format. One (1) 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.3.3.** All information relating to price/costs are to be sent in a separate binder/envelope, on a separate thumb drive clearly marked as "Price/Cost".
- E.3.4.** 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.3.5.** 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.3.6.** 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.3.7.** 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.3.8.** 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.3.9.** 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.3.10.** 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. Bid Change**

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. 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 closing date and time must appear on the face of the single envelope, package, or container.

## **E.5. Solicitation Amendments**

- E.5.1.** 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.5.2.** 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.5.3.** 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.6. Proprietary and/or Confidential**

- E.6.1.** 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 Central Purchasing Act, the State Purchasing Director shall make the final decision as to whether the separately submitted information is confidential.
- E.6.2.** 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.7. 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.

## **E.8. Communications Concerning Solicitation**

The procurement specialist 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.9. Administrative Review**

- E.9.1.** 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 October 31, 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.10. General Solicitation Questions**

Bidder may submit general questions concerning the specifications of this Solicitation. All questions and answers regarding this Solicitation shall be submitted in writing to the contracting officer listed on the cover page and as listed by the deadline.

- E.10.1.** When posing questions, every effort should be made to:
  - a) be concise
  - b) include section references, when possible; and
  - c) avoid use of tables or special formatting (use simple lists).

## **E.11. Bid Deliverables**

Note: Bid deliverables are to be submitted on a thumb drive in machine-readable format.

### **E.11.1. Section One –Administrative Forms**

- a) Completed “Responding Bidder Information” OMES Form 076.
- b) Completed “Certification for Competitive Bid and Contract” OMES Form 004.
- c) Signed Amendment(s), if any.
- d) Any exceptions to solicitation terms and conditions.

### **E.11.2. Section Two – Project Capability Submittal**

- a) Level of Expertise
- b) Risk Assessment Plan
- c) Value Added Plan

### **E.11.3. 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.11.4. Section Five – Hosted Security Questionnaire**

Bidder shall provide a completed Hosted Security Questionnaire if Bidder is offering a hosted solution as part of its Bid response.

### **E.11.5. Section Six – 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 Seven - Pricing / Incentives**

All information relating to costs are to be sent on a separate thumb drive clearly marked as “Price/Cost.”

## **E.12. Awardee Financial Status**

Prior to award the State may choose to request information from the Bidder to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

## **E.13. Notice of Award**

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

## **E.14. PIPS Education**

**E.14.1.** A pre-education webinar has been scheduled for Thursday, October 17, 2019 10:00 A.M. You must RSVP attendance to [Lisa.Bradley@omes.ok.gov](mailto:Lisa.Bradley@omes.ok.gov) no later than close of business Tuesday, October 15, 2019. Webinar invitations will be emailed accordingly to the RSVP listings.

**E.14.2.** A short feature regarding the PIPS process is also available on You Tube - [https://www.youtube.com/watch?v=Wql3x1RB\\_9M&feature=youtu.be](https://www.youtube.com/watch?v=Wql3x1RB_9M&feature=youtu.be)

## F. ATTACHMENTS

- A-1 Incentives/Rebates by Volume
- A-2 Incentives/Rebates by Prompt Payment
- A-3 Incentives/Rebates by Large Ticket Items
- B- Level of Expertise Plan
- C-Risk Assessment Plan
- D- Value Added Plan
- E- Clarification/Pre Award Phase
- F- Weekly Risk Report Instructions

## G. OTHER

### G.1. Proposed schedule for the solicitation process

Number	Task	Date
1	Solicitation Posted	October 4, 2019
2	Prebid/PIPS Education	October 17, 2019
3	Questions Deadline	October 23, 2019
4	State Response to Questions	October 25, 2019
5	Proposals Due / Solicitation Closed	November 6, 2019
6	Supplier Interviews	November 13-14, 2019
7	Pre Award Period. Potential Awarded Supplier Identified; Kick Off Meeting to address risks/concerns, milestone schedules. Planning Period.	November 19, 2019
8	Contract Award	December 13, 2019

Suppliers will be expected to have their key personnel available for interview in-person on the dates listed above. Interviews will be scheduled to provide as much time as possible for Suppliers with travel requirements to schedule accommodations. Pre-Award Kick-Off Meeting, Pre-Award Period, and Contract Signing will be scheduled with Suppliers after the RFP has closed, but are tentatively scheduled for the dates above.

The State may be requesting a product demonstration or access to test proposed system after the above interviews have taken place.

## H. PRICE AND COST

### H.1. Incentives and Fees

**H.1.1.** The incentive programs may include, but are not limited to:

“Average Transaction Incentive”, “Volume Sales Incentive”, and “Prompt Payment Incentive”.

An Average Transaction Incentive is currently based solely on the average per transaction dollar amount of total sales for all participating entities combined.

A Dollar Purchase Volume Incentive is currently based solely on the total dollar charges for all participating entities combined.

A Prompt Payment Incentive is based solely on the participating entity’s prompt payment on invoices issued by successful supplier. Participating entities accounts are either central bill or central pay (i.e. state agencies’ payments through OMES) or separate bill and separate pay.

The State expects no minimum transaction level requirements for the incentive. Successful supplier must perform incentive calculations for the participating entities under this Program. All rebate calculations are to be performed within thirty (30) days from the end of the rebate period specified by successful supplier, and the incentive checks must be paid within thirty (30) days thereafter. Payment is considered paid on postmark date of the payment envelope.

**H.1.2.** The rebates shall be applied for the term of this contract to all participating entities. All incentives and fees will be paid via a check unless the participating entities request another form of payment.

Supplier must explain how incentives and other fees, if any will apply. The expected incentives (but not limited to) are described in

above.

Supplier must include all other fees related to provide services to this Program, if any.

Supplier must use attachments A-1, A-2, and A-3. Additional pages for detail explanations can be attached to any of these attachments if needed. Microsoft Excel Spreadsheets have been provided for supplier to utilize. The supplier must not reformat or alter descriptions of the attachments A-1-3. Additional explanation to the attachments can be attached separately. Any reformatting or altering or replacing the attachments A-1-3 may cause the State to reject the suppliers' solicitation response.



Attachment A-2  
Incentive Schedule  
for  
Prompt Payment

Supplier is to provide basis points to this matrix. Basis points are based on the number of days after billing statement date that payment is made. State agencies' accounts are central bill, central pay. Local governments' accounts are separate bill, separate pay.

Dollar Purchase Volume	Days after Billing Statement Date that Payment is Due														
	1-3 days	4-5 days	6-7 days	8-9 days	10-11 days	12-13 days	14-15 days	16-17 days	18-19 days	20-21 days	22-23 days	24-25 days	26-27 days	28-29 days	30 days
\$0-4															
\$5-49															
\$50-99															
\$100-149															
\$150-199															
\$200-249															
\$250-299															
\$300-349															
\$350-399															
\$400-449															
\$450-499															
\$500-549															
\$550-599															
≥\$600															

Escalators to this schedule:		Additional Basis Points Added
If Payment made within 7 days after a 30-day billing cycle		
If Payment made within 7 days after a two-week billing period		
If Payment made within 7 days after a weekly billing period		
If Payment made daily		

Attachment A-3  
Incentive  
for  
Large Ticket Transaction Volume

Note:

- 1) Please define your minimum of a large ticket transaction size in dollars. \$ \_\_\_\_\_
- 2) If additional space is needed, attach extra pages.
- 3) General Incentive Terms can be attached with this section.
- 4) Other fees associated with the Program shall be submitted with this section.

# Attachment B

## Level of Expertise Plan

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This template should be used. The Level of Expertise Plan should identify the Respondent's **capability to meet the project's requirements** with a plan that meets time and cost goals. The capability claims should be prioritized (list the most important claims first). The Respondent may add or delete Level of Expertise Claim table templates, but do not exceed the **2-page** limit for this section. Do NOT include any identifying information in your Plan. Information listed under the "Documented Performance" line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Level of Expertise #1 Claim: \_\_\_\_\_

Documented Performance: \_\_\_\_\_

Level of Expertise #2 Claim: \_\_\_\_\_

Documented Performance: \_\_\_\_\_

Level of Expertise #3 Claim: \_\_\_\_\_

Documented Performance: \_\_\_\_\_

Level of Expertise #4 Claim: \_\_\_\_\_

Documented Performance: \_\_\_\_\_

Level of Expertise #5 Claim: \_\_\_\_\_

Documented Performance: \_\_\_\_\_

Level of Expertise #6 Claim: \_\_\_\_\_

Documented Performance: \_\_\_\_\_

Level of Expertise #7 Claim: \_\_\_\_\_

Documented Performance: \_\_\_\_\_

**Level of Expertise #8 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #9 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #10 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #11 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #12 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #13 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #14 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #15 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

# Attachment C

## Risk Assessment Plan

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This template should be used. The Risk Assessment Plan should address the risks that the Respondent **does NOT control**. The risks should be prioritized (list the most important claims first). The Respondent may add or delete Risk table templates, but do not exceed the **2-page** limit for this section. Do NOT include any identifying information in your Plan. Information listed under the “Documented Performance” line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

*Example (this example can be deleted to accommodate more claims)*

**Risk Description:** Risk that is not identified by client professional, competing vendors, or expert vendor will be identified and solved within 3 days maximum (unless more time is justified and requested).

**Risk Impact / Why is this a Risk?** Unforeseen circumstances/risks may cause a deviation to our planned baseline expectations.

Once we are notified of a change, we will take the following action:

**Solution:**

1. Vendor shall immediately notify the State the same day as discovery of potential cost and time impact.
2. Vendor shall find best possible options to minimize risk, with accompanying cost and time.
3. Vendor will then present to State with justification as to why the best.

**Level of Expertise #1 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #2 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #3 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #4 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #5 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #6 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #7 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #8 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #9 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #10 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #11 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #12 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #13 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #14 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #15 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

# Attachment D

## Value Added Plan

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This template should be used. The Value Added Plan should identify any **value added options or ideas that may benefit the State**. The value added claims should be prioritized (list the most important claims first). The Respondent may add or delete Value Added Claim table templates, but do not exceed the **2-page** limit for this section. Do NOT include any identifying information in your Plan. Information listed under the “Documented Performance” line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

*Example (this example can be deleted to accommodate more claims)*

<b>Item Claim:</b>	<i>This would be the place to offer service/package/optional remittance method (etc) not requested in the solicitation-insert description here</i>		
<b>How will this add value?</b>	<i>How would the item described above add value to the State's contract?</i>		
<b>Documented Performance:</b>	<i>State in general terms where offered and the results</i>		
<b>Cost Impact (%):</b>	<i>What is cost or hourly rate?</i>	<b>Schedule Impact (%):</b>	<i>What is the unit of measure for the cost?</i>

<b>Item #1 Claim:</b>	_____		
<b>How will this add value?</b>	_____		
<b>Documented Performance:</b>	_____		
<b>Cost Impact (%):</b>		<b>Schedule</b>	<b>Impact</b>
	(%):	_____	

<b>Item #2 Claim:</b>	_____		
<b>How will this add value?</b>	_____		
<b>Documented Performance:</b>	_____		
<b>Cost Impact (%):</b>		<b>Schedule</b>	<b>Impact</b>
	(%):	_____	

<b>Item #3 Claim:</b>	_____		
<b>How will this add value?</b>	_____		
<b>Documented Performance:</b>	_____		
<b>Cost Impact (%):</b>		<b>Schedule</b>	<b>Impact</b>
	(%):	_____	

<b>Item #4 Claim:</b>	_____		
<b>How will this add value?</b>	_____		
<b>Documented Performance:</b>	_____		
<b>Cost Impact (%):</b>		<b>Schedule</b>	<b>Impact</b>
	(%):	_____	

<b>Item #5 Claim:</b>	_____		
<b>How will this add value?</b>	_____		
<b>Documented Performance:</b>	_____		
<b>Cost Impact (%):</b>		<b>Schedule</b>	<b>Impact</b>
	(%):	_____	



# Attachment E

## Clarification / Pre-Award Phase Guide

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### 1. Overview

- a. The clarification/Pre-Award Period is not a negotiation period. Respondent will not be permitted to modify their cost/fee/financial rate, project durations, or project team unless the State requests changes. The Clarification/Pre-Award Period is started by the notification of the best value vendor, and ended by the final presentation to the State after all issues have been addressed. If the State is not satisfied during the Clarification/Pre-Award Phase, or upon completion of the Pre-Award Meeting, the State may consider another Respondent for potential award (this Respondent would also have to conduct a Pre-Award Meeting). If the State is satisfied with the potential best-value Respondent, they will proceed to issue and Award and Contract.
- b. The Pre-Award Phase is carried out prior to the signing of the contract. The State's objective is to have the project/service completed on time, without any contractor cost increases, and with high customer satisfaction. At the end of the project, the State will evaluate the performance of the Respondent based on these factors, so it is very important that the Respondent preplans the project to ensure there are no surprises.
- c. It is the Respondent's responsibility to ensure it understands the scope of the project and clearly identify what they are delivering. It is the State's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed. It is the Respondent's responsibility to manage and mitigate the risk of the project.
- d. The Pre-Award Phase provides the Respondent with a final opportunity to identify "what is in" and "what is out" of their proposal. This is attached with a milestone schedule and a cost, and proposed schedule of values. The State has the right to accept or deny this proposal. The State also has a right identify their perceived risks, concerns, and issues which it will require the Respondent to mitigate and manage. The major products of the Pre-Award Period include the scope of the project, the milestone schedule, the Risk Management Plan (RMP), the cost breakout of the project, and the weekly risk report (WRR). The pre-planning should include all coordination and identification of all risks that cannot be controlled by the Respondent.
- e. In many cases, one of the Respondent's biggest risks (in terms of delivering the service with high satisfaction) is the State. Therefore, it is in the Respondent's best interest to identify any issues or concerns ahead of time during the pre-award phase. The Respondent should minimize their risk by creating documentation that assists them to be proactive in mitigating risk.

### 2. Pre-Planning and Coordination

- a. Respondents may be required to provide the State with supporting documentation of any information listed in their submittals before entering the Pre-Award Phase.

## **Attachment H**

### **Clarification / Pre-Award Phase Guide**

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- b. Once the best value Respondent is notified, the State may provide a list of risks identified by the other Respondents and a list of any State issues or concerns.
- c. The State requires that the Respondent attend a Kick-Off Meeting to present their proposal, the milestone schedule, their risk management plan (RMP), and to seek additional issues or concerns that the State may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The Respondent is required to perform the following functions as part of, or in preparation for, this Kick-Off Meeting:
  - i. Ensure that the State Project Manager has invited all State stakeholders and participants to the meeting.
  - ii. Present the scope of their services (“what is in” and “what is out”).
  - iii. Present their milestone schedule and their risk management plan (RMP). This includes risks and potential mitigation to the risks.
  - iv. Identify State responsibilities.
  - v. Present their Weekly Risk Report (WRR) format.
  - vi. Identify any risks presented by State.
  - vii. Listen to concerns, issues, and comments from stakeholders.
  - viii. Propose a schedule to finalize Pre-Award Period and the contract documents.
- d. Once the Pre-Award Kick-Off meeting is held, and if the State is comfortable with the Respondent’s proposal, the Pre-Award Phase begins. The Respondent will be required to complete the following:
  - i. Revisit the site/buildings/campus to do any additional investigating (if applicable).
  - ii. Coordinate with all parties that will be involved with the project.
  - iii. Resolve concerns and issues they have with mitigating actions.
  - iv. Finalize the Pre-Award Documents (contract, WRR, Milestone schedule, RMP, project scope)

### **3. Pre-Award Documents**

The final Pre-Award Document will include the following:

- a. Finalized scope documents
- b. Risk Management Plan (RMP)
- c. Milestone schedule
- d. Weekly Risk Report form (WRR)
- e. Project financial summary
  - i. The Respondents Original Project Rates
  - ii. A list of agreed/accepted Value Added Options (with impact to cost)

## **Attachment H**

### **Clarification / Pre-Award Phase Guide**

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- iii. A list of agreed upon Scope Changes or Additional Work (if applicable and with impact to cost)
- iv. A schedule of values
- f. Complete detailed project or services schedule
- g. Project action item checklist of State actions
- h. Project and emergency contact list

#### **4. Pre-Award Meeting**

- a. The Pre-Award Summary Meeting is held at the end of the pre-award phase and is used to present a summary of what was developed and agreed upon during the pre-award phase. The pre-award meeting is not a question and answer session. The Respondent and State stakeholders must not wait for the meeting to ask questions. All coordination and planning with the State should be done prior to the meeting.
- b. The Respondent should give a presentation, which walks the State through the entire project and summarizes all of the coordination/planning done during the pre-award period. The Respondent should bring their team and all the documents specified in the Pre-Award Document. The Respondent should come with documents explaining what the State is responsible for in this project and should identify exactly what they want from the State with due dates. The Respondent must convince the State that they have minimized all risks and will not be surprised once the project begins. The pre-award meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents stated in the Pre-Award Document.

# **Attachment F**

## **Weekly Risk Report (WWR)**

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### **Overview**

The Weekly Risk Reporting System (WRRS) is a companion to the QC Plan that is created by the best value Respondent during the Pre-Award Phase. The report serves as a tool for the State in analyzing the performance of each Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting system (that the Respondent may do).

The purpose of the WRRS is to allow the Respondent to manage and document all risks that occur throughout a Project. Risk is defined as anything that impacts the Project cost or Project schedule. This includes risks that are caused by the contractor (or entities contracted by the contractor), and risks that are caused by the State (scope changes, unforeseen conditions, etc). The State Project Manager may also require the Respondent to document risks that may impact State satisfaction.

### **Submission**

The weekly report is an excel file that must be submitted on the Friday of every week. The report is due every week once the authorization to proceed is issued, until the Project is 100% complete (and final payment is made). Please contact the State Project Manager if you have not received an electronic version of the spreadsheet (once the authorization to proceed has been issued).

The completed report must be saved using the date and name of the Project given by the State (Format: YYMMDD\_Project Name\_Project ID; For example, 'Polk Project' for the week ending Friday, March 1, 2005, should be labeled '050301\_PolkProject\_01-123-45-6789'). Weekly Reports are to be emailed (by midnight each Friday). Awarded supplier will be notified after award of the contact person to email these reports to.

## **Online Guide and Tutorial**

The weekly report consists of scope changes or unforeseen events that are risks to the Project in terms of cost, schedule, or State satisfaction including any issues that could potentially develop into a risk. When a new issue is identified, it is added to the Project risks, along with the following: Identification date (date the risk was identified), plan to minimize the risk, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

Prior to submitting the report, the Respondent must contact the State Project Manager if there are any risks or potential risks identified. The Project Manager is required to provide a satisfaction rating based on the identified risk and the Respondents plan to mitigate the risk. The rating is based on a scale of 1-10 (10 being completely satisfied and 1 being completely dissatisfied). The Project Manager may modify their satisfaction ratings at any time throughout the Project. When a risk is resolved, the actual date of resolution must be listed.

The Respondent is also required to submit a detailed Project schedule (including the authorization to proceed date, substantial completion date, and final payment date) in the weekly report. The schedule report must contain the Respondents original schedule along with the current estimated schedule.

The State will analyze the reports for accuracy and timeliness. The report will be used in part by the State to determine the overall final performance rating of the Respondent (and its team).