



Solicitation#: 1050000053

Solicitation Issue Date: 7/31/2020

DUE DATES AND TIME (CENTRAL STANDARD TIME):

Bid Response:

3:00 p.m. on 8/26/2020¹

Request for administrative review:

3:00 p.m. on 8/11/2020

Questions:

3:00 p.m. on 8/18/2020

CONTRACT TYPE:

Agency:

Statewide:

Agency Name/Number: Oklahoma Capitol Improvement Authority/10500

SOLICITATION TYPE:

Request for Proposal

Request for Quote

Invitation to Bid

Information technology Bidder Instructions are applicable:

Yes

No

Terms regarding sensitive data will be included in the Contract including, but not limited to:

HIPAA _____

CJIS _____

FERPA _____

OTHER _____

1075 _____

RETURN SEALED BID TO:

OMESCPeBID@omes.ok.gov

CONTRACTING OFFICER:

Name: Sheri Diehm

Email: sheri.diehm@omes.ok.gov

Phone No. 405-365-1964

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

Oklahoma Office of Management and Enterprise Services Bidder Instructions

Information related to the Bid submission process is contained in these Bidder Instructions. **Prospective Bidders are urged to read the documents provided by the State and these Bidder Instructions carefully. Failure to do so shall be at the Bidder's risk.**

1 Definitions

The following terms, when used in these Bidder Instructions, shall have the following meanings:

- 1.1 **Alternate Bid** means a Bid which contains an intentional substantive variation to a basic provision, specification, term or condition.
- 1.2 **Amendment** means a written change, addition, correction or revision to terms, conditions or requirements by the State agency issuing the Solicitation.
- 1.3 **BAFO** means a best and final offer requested by the State agency issuing the Solicitation.
- 1.4 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 1.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 1.6 **Bid Packet** means the order described in these Bidder Instructions in which all Bidders shall insert the relevant sections of a Bid and which shall be the format for all submitted Bids.
- 1.7 **OAC** means the Oklahoma Administrative Code.

2 Instructions Compliance

These Bidder Instructions are not part of the Contract; however, compliance with these Instructions is material to the determination of whether a Bid is responsive. Terms, requirements and specifications may be stated or phrased differently than in a previous solicitation irrespective of past interpretations, practices or customs. Bid requirements are altered only by written Amendment and verbal communications from any source whatsoever are of no effect. In no event shall the Bidder's failure to read and understand a term, condition or requirement in any of the documents provided by the State constitute grounds for a claim after award of the Contract.

3 Communications and Questions

The Contracting Officer listed on the Bidder Instructions Cover Page is the only individual the Bidder should contact, or communicate with, regarding any questions or issues with the Solicitation or a Bid. Failure to comply with this requirement may result in the Bid being considered non-responsive or not considered for further evaluation.

3.1 General Questions

- A. Questions should be concise, identify the document, include specific section references and avoid use of tables or special formatting (use simple lists).

B. Information Technology Bids

- i If information technology Bidder Instructions are applicable (see Bidder Instructions Cover Page), Bidder may submit general questions concerning Contract or Bid specifications online. Questions received via any other means will not be addressed.
- ii Registration with the State of Oklahoma for wiki access is located at <https://omes.ok.gov/forms/wiki-enrollment-it-procurement>. Access should be requested at least five (5) business days prior to the Questions Due Date. The State is not responsible for a Bidder's lack of access to the wiki.

C. Non-Information Technology Bids

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

3.2 Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of Bid information or to conduct discussions for the purpose of clarification with any or all Bidders. The purpose of any such discussion shall be to ensure full understanding of the Bid. If clarifications are made because of such discussion, the Bidder(s) shall put such clarifications in writing. Bidder answers that are outside scope of the clarification questions shall be disregarded. Oral explanations or instructions provided to a potential Bidder is not binding.

4 Administrative Review

- 4.1 A Bidder that believes the Contract or Bid requirements or specifications, or Bid Response Due Date, are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Contracting Officer. The State shall promptly respond in writing to each written administrative review request, and where appropriate, issue a revision, substitution or clarification through an Amendment. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes.
- 4.2 If a Bidder fails to notify the Contracting Officer of an error, ambiguity, conflict, discrepancy, omission or other error in any of the documents provided by the State that is known to Bidder, or that reasonably should be known by Bidder, the Bidder accepts the risk of submitting a Bid and, if

awarded the Contract, shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

5 Amendments

- 5.1** Any Amendment shall be set forth at the same online link as the Solicitation.
- 5.2** It is the Bidder's responsibility to check the State's website frequently for any possible Amendments that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete a Bid.

6 Confidentiality Request

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure after contract award pursuant to OAC 260:115-3-9². However, a public Bid opening does not make the Bid immediately accessible to the public. All material submitted by a Bidder becomes the property of the State. No portion of a Bid shall be considered confidential after award of the Contract except, pursuant to 74 O.S. §85.10, information in the Bid determined to be confidential by the State Purchasing Director or delegate. Typically, a properly submitted confidentiality claim of a potential awardee is reviewed and determined prior to award; a properly submitted confidentiality claim of a non-awarded Bidder is reviewed and determined only when responding to an open records request concerning the Bid. Additional information regarding information considered confidential by a Bidder is provided in Section 8.2.C below.

7 Acceptance of Content

Unless otherwise provided in Section Four of a Bidder's response, all Bids shall be firm representations that the responding Bidder has carefully investigated and will comply with all State terms and conditions relating to the Contract. Upon award of a contract to the successful Bidder, such terms and conditions, as may be amended by the Bid after negotiation, shall become contractual obligations between the parties.

8 Required Bid Structure

8.1 Preparation of Bid

- A.** The Bid is required to be structured into separate, labelled and easily identifiable sections using the Bid Packet format provided below. A Bid submitted using any other format may not be accepted. The Bid should not contain duplicative content. Any section of the Bid Packet that is not applicable to the Bid shall have a page inserted to denote the section is not applicable. For instance, if business references are not required, the Bid should contain a page after the "Business References" section heading that reads "Not Applicable", "N/A" or some similar notation.
- B.** The Bid will be evaluated using a lowest and best criteria, based on the following:
 - i** Mandatory Specifications and;
 - ii** Price.

² OAC 260:115-3-9 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijjrgcln50ob7ckj42tbkdt374obdcli00

- C. In showing the ability of the Bidder to meet or exceed Contract specifications and requirements referenced in subsection 8.2.H, the Bid must reflect for each requirement in the Solicitation whether the requirement is met by the Bidder or is equivalent and is an approved equal, in the Statement of Work as referenced in subsection 8.2 H, v.

C.1 Overview

The proposal and technical specifications are detailed below and incorporated herein.

C.2 Mandatory Requirements

C.2.1. Bid Responses

2.1.1. Action Bid Responses

2.1.1.1. Product Data

2.1.1.1.1. The Bid Response shall include prototype test certification and specification sheets showing all standard and optional accessories to be supplied; schematic wiring diagrams, dimension drawings, and interconnection diagrams identifying by terminal number each required interconnection between the generator set, the transfer switch, and the remote annunciator panel if it is included elsewhere in these specifications. It is mandatory that the supplier provide bid response to include preliminary drawings and specifications for a generator at Oklahoma State Penitentiary in McAlester, Oklahoma.

2.1.1.1.1.1. Shop Drawings

2.1.1.1.1.2 Samples

2.1.2 Informational Bid Response

2.1.2.1. Certificates

The generator set shall be listed to UL 2200 or submitted to an independent third-party certification process to verify compliance as installed.

2.1.2.1.1. Test and Evaluation Reports

2.1.2.1.2. Manufacturer's Instruction

2.1.2.1.3. Source Quality Control Bid Responses

2.1.2.1.4. Field or Site Quality Control

2.1.2.1.5. Manufacturer's Report

2.1.2.1.6. Special Procedure Bid Response

2.1.2.1.7. Qualification Statement

2.1.3. Closeout Bid Response

2.1.3.1. Operation and Maintenance Data

2.1.3.2. Warranty Documentation

2.1.3.3. Record Documentation

2.1.3.4. Software

2.1.4. Maintenance Material Bid Response

Provide one (1) copy of the following documents and manuals for the engine, the alternator, and the generator set:

2.1.4.1. Operation Manuals

2.1.4.2. Parts Catalogs

2.1.4.3. Wiring Diagrams

2.2. Quality Assurance

2.2.1. Regulatory Agency

The generator set shall conform to the requirements of the following codes and standards:

2.2.1.1. CSA C22.2, No. 14-M91 Industrial Control Equipment.

2.2.1.2. EN50082-2, Electromagnetic Compatibility-Generic Immunity Requirements, Part 2: Industrial.

2.2.1.3. EN55011, Limits and Methods of Measurement of Radio Interference Characteristics of Industrial, Scientific and Medical Equipment.

2.2.1.4. IEC8528 part 4, Control Systems for Generator Sets.

2.2.1.1. IEC Std 61000-2 and 61000-3 for susceptibility, 61000-6 radiated and conducted electromagnetic emissions.

2.2.1.5. IEEE446 Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications.

2.2.1.6. NFPA 70, National Electrical Code, Equipment shall be suitable for use in systems in compliance to Article 700, 701, and 702.

2.2.1.7. NFPA 99, Essential Electrical Systems for Health Care Facilities.

2.2.1.8. NFPA 110, Emergency and Standby Power Systems. The generator set shall meet all requirements for Level 1 systems. Level 1 prototype tests required by this standard shall have been performed on a complete and functional unit. Component level type tests will not substitute for this requirement.

2.2.2. Qualifications

The equipment shall be produced by a manufacturer who is ISO 9001 certified for the design, development, production and service of its complete product line.

2.2.2.1. The power system shall be produced by a manufacturer who has produced this type of equipment for a period of at least 10 years and who maintains a service organization available twenty-four hours a day throughout the year.

2.2.3. Manufacturers

2.2.3.1. The power system shall be furnished by a single manufacturer who shall be responsible for the design, coordination, and testing of the complete system. The entire system shall be installed as shown on the plans, drawings, and specifications herein.

2.2.3.1.1. Suppliers

2.2.3.1.2. Fabricators

2.2.3.1.3. Installers/ Applicators/ Erectors

2.2.3.1.4. Testing Agencies

2.2.3.1.5. Licensed Professional

2.2.3.1.6. Certificates

2.2.3.1.7. Preconstruction testing

2.2.3.1.8. Field and Site Samples

2.2.3.1.9. Mock-up

2.3. Warranty or Bond

2.3.1. Manufacturer's Warranty

2.3.1.1. The generator set shall include a standard warranty covering two (2) years or 2000 hours, whichever occurs first, to guarantee against defective material and workmanship in accordance with the manufacturer's published warranty from the date of initial startup.

2.3.1.2. The generator set manufacturer and its distributor shall maintain a 24-hour parts and service organization.

2.4. Equipment

2.4.1. The generator set shall be a Kohler model 400REOZJ with a 4M4021 alternator. It shall provide 500.00 kVA and 400.00 kW when operating at 277/480 volts, 60 Hz, 0.80 power factor. The generator set shall be capable of a 130°C Standby rating while operating in an ambient condition of less than or equal to 100 °F and a maximum elevation of 750 ft above sea level. The standby rating shall be available for the duration of the outage.

2.4.1.1. Engine

2.4.1.1.1 The minimum 13.5 liter displacement engine shall deliver a minimum of 617 HP at governed engine speed of 1800 rpm, and shall be equipped with the following:

2.4.1.1.1.1. Electronic isochronous governor capable of 0.25% steady-state frequency regulation

2.4.1.1.1.2. 24-volt positive-engagement solenoid shift-starting motor

2.4.1.1.1.3. 60-ampere automatic battery charging alternator with a solid-state voltage regulation

2.4.1.1.1.4. Positive displacement, full-pressure lubrication oil pump, cartridge oil filters, dipstick, and oil drain

2.4.1.1.1.5. Dry-type replaceable air cleaner elements for normal applications

2.4.1.1.1.6. Engine-driven or electric fuel-transfer pump including fuel filter and electric solenoid fuel

2.4.1.1.1.7. Shutoff. Valve capable of lifting fuel

2.4.1.1.1.8. The turbocharged engine shall be fueled by diesel

2.4.1.1.1.9. The engine shall have a minimum of 6 cylinders and be liquid-cooled

2.4.1.1.1.10. The engine shall be EPA certified from the factory

2.4.1.1.1.11. The generator must accept rated load in one-step.

2.4.1.1.1.12. Racor CCV6000-08R Closed Crankcase Ventilation System.

2.4.2. Cooling System

2.4.2.1. The engine shall be liquid-cooled by a closed loop, unit mounted radiator rated to operate the generator set at full load at an ambient temperature of 50 degrees C (122 degrees F). The radiator fan and other rotating engine parts shall be guarded against accidental contact.

2.4.3. Standard Air Cleaner

2.4.3.1. The air cleaner shall provide engine air filtration which meets the engine manufacturer's specifications under typical operating conditions.

2.5. Battery

2.5.1. Each genset requires a BCI group 31 batteries which must meet the engine manufactures' specifications for the ambient conditions specified in Part 1 Project Conditions and shall comply with the NFPA requirements for engine cranking cycles. Each battery shall be rated according to SAE Standards J-537 with a minimum cold cranking amp of 950 amps and a minimum reserve capacity of 185 Minutes at 80F. The battery plates shall be constructed of a Calcium-Lead alloy to provide long waterless operation and extended battery life. The battery elements must be anchor-locked with full-frame grids and tight-packed commercial plates to resist the effects of vibration. The battery must contain a handle to aid in lifting and the case must be constructed of polypropylene to resist breakage and extend service life. Removable cell covers shall be provided to allow for checking of electrolyte specific gravity.

2.5.2. Battery rack and battery cables capable of holding the manufacturer's recommended batteries shall be supplied.

2.6. Housing

2.6.1. Level 1 Sound Attenuated Enclosure

The generator set shall be supplied with a Sound Attenuated Enclosure, providing a sound pressure of 82.6 dB(A) while the generator is operating at 100% load at 7 meters (23 feet) – free field – using acoustic insulation and acoustic-lined inlet hoods, constructed from high strength, low alloy 14 gauge galvanized steel. The acoustic insulation used shall meet UL 94 HF1 flammability classification. The enclosure shall be manufactured from bolted panels to facilitate service, future modifications, or field replacement. The enclosure shall use external vertical air inlet and outlet hoods with 90 degree angles to discharge air up and reduce noise. The enclosure shall have an integral rodent guard and skid end caps and shall have bracing to meet 241 kph (150 mph) wind loading.

2.6.1.1. The enclosure components and skid shall be cleaned with a two-stage alkaline cleaning process to remove grease, grit, and grime from parts. Components shall then be subjected to a Zirconium-based conversion coating process to prepare the metal for electrocoat (e-coat) adhesion. All enclosure parts shall receive an 100% epoxy primer electrocoat (e-coat) with high-edge protection. Following the e-coat process, the parts shall be finish coated with powder baked paint for superior finish, durability, and appearance with a Power Armor™ industrial finish that provides heavy duty durability in harsh conditions, and is fade-, scratch- and corrosion-resistant.

2.6.1.2. The enclosure must surpass a 3,000 hour salt spray corrosion test per ASTM B-1117.

2.6.1.3. Enclosures will be finished in the manufacturer's standard color.

2.6.1.4. The enclosures shall allow the generator set to operate at full load in an ambient temperature of 50°C with no additional derating of the electrical output of the generator set.

2.6.1.5. Enclosures shall be equipped with sufficient side and end doors to allow access for operation, inspection, and service of the unit and all options. Minimum requirements are two doors per side. When the generator set controller faces the rear of the generator

- set, an additional rear facing door is required. Access to the controller and main line circuit breaker shall meet the requirements of the National Electric Code.
- 2.6.1.6. Doors shall be fitted with hinges, hardware, and the doors shall be removable.
- 2.6.1.7. Doors shall be equipped with lockable latches. Locks shall be keyed alike. Door locks shall be recessed to minimize potential of damage to door/enclosure.
- 2.6.1.8. A duct between the radiator and air outlet shall be provided to prevent re-circulation of hot air.
- 2.6.1.9. The complete exhaust system shall be internal to the enclosure.
- 2.6.1.10. The critical silencer shall be fitted with a tailpipe and rain cap.
- 2.6.1.11. Basic Electrical Panel –The generator set enclosure shall be furnished with a load center 120/208/240VAC single phase, 100 amp max w/ main and 12 branch circuits. (1) switch control, (3) AC lights vapor tight and gasketed, and (2) duplex GFI receptacles.
- 2.6.1.12. Generator Enclosure Mounted Red Flashing Strobe Light to indicate Common Alarm.

2.7. Fuel oil storage

2.7.1. Double Wall Secondary Containment Sub-base Fuel Tank

- 2.7.1.1. The generator set shall be supplied with a sub-base fuel tank of sufficient capacity to hold 767 gallons of diesel fuel.
- 2.7.1.2. The sub-base fuel system shall be listed under UL 142, subsection entitled Special Purpose Tanks
- 2.7.1.3. EFVT category, and will bear their mark of UL Approval according to their particular classification.
- 2.7.1.4. The above ground steel secondary containment rectangular tank for use as a sub base for diesel generators is manufactured and intended to be installed in accordance with the Flammable and Combustible Liquids Code—NFPA 30, the Standard for Installation and Use of Stationary Combustible Engine and Gas Turbines—NFPA 37, and Emergency and Standby Power Systems NFPA 110.
- 2.7.1.5. The primary tank shall be rectangular in shape and constructed in clam shell fashion to ensure maximum structural integrity and allow the use of a full throat fillet weld.
- 2.7.1.6. Steel Channel Support System. Reinforced steel box channel for generator support, with a load rating of 5,000 lbs. per generator mounting hole location. Full height gussets at either end of channel and at generator mounting holes shall be utilized.
- 2.7.1.7. Exterior Finish. The sub-base tank exterior finish shall be a textured rubberized coating.
- 2.7.1.8. Normal venting shall be sized in accordance with the American Petroleum Institute Standard No 2000, Venting Atmospheric and Low Pressure Storage Tanks not less than 1-1/4” (3 cm.) nominal inside diameter.
- 2.7.1.9. The emergency vent opening shall be sized to accommodate the total capacity of both normal and emergency venting and shall be not less than that derived from NFPA 30, table 2-8, and based on the wetted surface area of the tank. The wetted area of the tank shall be calculated on the basis of 100 percent of the primary tank. The vent is to be spring-pressure operated: opening pressure is 0.5/psig and full opening pressure is 2.5 psig. The emergency relief vent is to be

sized to accommodate the total venting capacity of both normal and emergency vents.

2.7.1.10. There shall be a 2" NPT opening within the primary tank and lockable manual fill cap.

2.7.1.11. A direct reading, UL listed, magnetic fuel level gauge with a hermetically sealed, vacuum tested dial, to eliminate fogging, shall be provided.

2.7.1.12. A float switch for remote or local annunciation of a (50% standard) low fuel level condition shall be supplied.

2.8. Controller

2.8.1. Advanced Power Management 402 (APM402) Generator Set Controller

2.8.1.1. The generator set controller shall be a microprocessor-based control system that will provide automatic starting, system monitoring, and protection. The controller system shall also provide local monitoring and remote monitoring. The control system shall be capable of PC based updating of all necessary parameters, firmware, and software.

2.8.1.1.1. The controller shall be mounted on the generator set and shall have integral vibration isolation. The controller shall be prototype and reliability tested to ensure operation in the conditions encountered.

2.8.2. Codes and Standards

2.8.2.1. The generator set controller shall meet NFPA 110 Level 1 requirements and shall include an integral alarm horn as required by NFPA.

2.8.2.2. The controller shall meet NFPA 99 and NEC requirements.

2.8.2.3. The controller shall be UL 508 listed.

2.8.3. Applicability

2.8.3.1. The controller shall be a standard offering in the manufacturer's controller product line.

2.8.3.2. The controller shall support 12-volt and 24volt starting systems.

2.8.3.3. The controller's environmental specification shall be: -40°C to 70°C operating temperature range and 5-95% humidity, non-condensing.

2.8.3.4. The controller shall mount on the generator or remotely within 40 feet with viewable access.

2.8.4. Controller Buttons, Display and Components

2.8.4.1. The generator set controller shall include the following features and functions:

2.8.4.2. Push button Master Control buttons. The buttons shall be tactile-feel membrane with an indicator light to initiate the following functions:

2.8.4.2.1. Run Mode: When in the run mode the generator set shall start as directed by the operator.

2.8.4.2.2. Off/Reset Mode: When in the Off/Reset mode the generator set shall stop, the reset shall reset all faults, allowing for the restarting of the generator set after a shutdown.

2.8.4.2.3. Auto Mode: When in Auto the mode the generator set shall be ready to accept a signal from a remote device.

2.8.4.3. Emergency Stop Switch. The remote stop switch shall be red in color with

a "mushroom" type head. Depressing the stop button will immediately stop the generator set and lockout the generator set for any automatic remote starting.

2.8.4.4. Push Button/Rotary Selector dial. This dial shall be used for selection of all Menus and sub-menus. Rotating the dial moves you through the menus, pushing the dial selects the menu and function/features in that menu. Pushing the button selects the feature/function and sub-menus.

2.8.4.5. Digital Display. The digital display shall be alphanumeric, with 2 lines of data and approximately 24 characters. The display shall have back lighting for ease of operator use in high and low light conditions. The display shall display status of all faults and warnings. The display shall also display any engine faults. While the generator set is running, the display shall scroll all-important information across the screen for ease of operator use. The scroll can be stopped by pushing the rotary dial. The display shall fall asleep when the generator set is not running and will wake-up when the generator set starts, or the rotary dial is depressed.

2.8.4.6. Fault Light. The controller shall have an annunciator fault light that glows red for faults and yellow for warnings. These faults and warnings shall be displayed in the digital display. The fault light will also glow yellow when not in AUTO.

2.8.4.7. Alarm Horn. The controller shall provide an alarm horn that sounds when any faults or warnings are present. The horn shall also sound when the controller is not in the AUTO mode.

2.8.4.8. Alarm Silence/Lamp Test Button. When this button is depressed, it shall test all controller lamps. This button will also silence the alarm horn when the unit is not AUTO.

2.8.4.9. USB Connection. The controller shall have a USB connection on the face of the controller. This connection shall allow for updating of all software and firmware. This port shall also allow for all servicing of generator set parameters, fault diagnostics and viewing of all controller information via use a laptop computer.

2.8.4.9.1. Dedicated user inputs. The controller shall have dedicated inputs for remote emergency stop switch, remote 2-wire star for transfer switch and auxiliary shutdown.

2.8.4.9.2. The controller shall have auto resettable circuit protection integral on the circuit board.

2.8.4.10. System Controller Monitoring and Status Features and Functions

2.8.4.10.1. The generator controller shall display and monitor the following engine and alternator functions and allow adjustments of certain parameters at the controller:

2.8.4.10.1.1. Overview menu

2.8.4.10.1.1.1. Active shutdowns and warnings shall be displayed if present and without the need of operator interface

2.8.4.10.1.1.2. Engine runtime with total hours

2.8.4.10.1.1.3. Average line to line voltage

2.8.4.10.1.1.4. Coolant temperature

2.8.4.10.1.1.5. Fuel level or pressure

2.8.4.10.1.1.6. Oil pressure

2.8.4.10.1.1.7. Battery voltage

- 2.8.4.10.1.1.8. Software version
- 2.8.4.10.1.1.9. Frequency
- 2.8.4.10.1.1.10. Average current
- 2.8.4.10.1.2. Engine metering menu.
 - 2.8.4.10.1.2.1. Engine speed
 - 2.8.4.10.1.2.2. Oil pressure
 - 2.8.4.10.1.2.3. Coolant temperature
 - 2.8.4.10.1.2.4. Battery voltage
- 2.8.4.10.1.3. Generator metering menu.
 - 2.8.4.10.1.3.1. Total power in VA
 - 2.8.4.10.1.3.2. Total power in W
 - 2.8.4.10.1.3.3. Rated power % used
 - 2.8.4.10.1.3.4. Voltage L-L and L-N for all phases
 - 2.8.4.10.1.3.5. Current L1, L2, L3
 - 2.8.4.10.1.3.6. Frequency
- 2.8.4.10.1.4.7. Generator set information.
 - 2.8.4.10.1.4.7.1. Generator set model number
 - 2.8.4.10.1.4.7.2. Generator set serial number
 - 2.8.4.10.1.4.7.3. Controller set number
- 2.8.4.10.1.5. Generator set run time.
 - 2.8.4.10.1.5.1. Engine run time total hours
 - 2.8.4.10.1.5.2. Engine loaded total hours
 - 2.8.4.10.1.5.3. Number of engine starts
 - 2.8.4.10.1.5.4. Total energy in kW
- 2.8.4.10.1.6. Generator set system
 - 2.8.4.10.1.6.1. System voltage
 - 2.8.4.10.1.6.2. System frequency 50/60Hz
 - 2.8.4.10.1.6.3. System phase, single/three phase
 - 2.8.4.10.1.6.4. Power rating kW
 - 2.8.4.10.1.6.5. Amperage rating
 - 2.8.4.10.1.6.6. Power type standby/prime
 - 2.8.4.10.1.6.7. Measurement units, metric/English units adjustable
 - 2.8.4.10.1.6.8. Alarm silence, always or auto only
- 2.8.4.10.1.7. Generator set calibration, the following are adjustable at the controller.
 - 2.8.4.10.1.7.1. Voltage L-L and L-N all phases
 - 2.8.4.10.1.7.2. Current L1, L2, L3
 - 2.8.4.10.1.7.3. Reset all calibrations
- 2.8.4.10.1.8. Voltage regulation, +/-0.5% regulation, the following is adjustable at the controller.
 - 2.8.4.10.1.8.1. Voltage Adjustable +/- 10%
- 2.8.4.10.1.9. Digital and Analog Inputs and outputs
 - 2.8.4.10.1.9.1. Displays settings and status
- 2.8.4.10.1.10. Event Log
 - 2.8.4.10.1.10.1. Stores event history, up to 1000 events
- 2.8.4.11. Controller Engine control features and functions
 - 2.8.4.11.1. Automatic restart - the controller has automatic restart feature that

initiates the start routine and re-crank after a failed start attempt.

2.8.4.11.2. Cyclic cranking - the controller shall have programmable cyclic cranking

2.8.4.11.3. Engine starting aid - the controller shall have the capability of providing control for an optional engine starting aid.

2.8.4.11.4. The control system shall include time delays for engine start and cool down.

2.8.4.11.5. The control system shall interface with the engine ECM and display engine fault codes and warnings. The ECM shall also include sender failure monitoring to help distinguish between failed senders and actual failure conditions.

2.8.4.11.6. The controller shall monitor and display engine governor functions with include steady state and transient frequency monitoring

2.8.4.12. Controller Alternator control features and functions

2.8.4.12.1. Integrated hybrid voltage regulator. The system shall have integral microprocessor-based voltage regulator system that provides +/- 5% voltage regulation, no-load to full load with three phase sensing. The system is prototype tested and control variation of voltage to frequency. The voltage regulator shall be adjustable at the controller with maximum +/- 10% adjustable of nominal voltage.

2.8.4.12.2. AC output voltage regulator adjustment. The system shall allow for adjustment of the integral voltage regulator with maximum of +/- 10% adjustment of the system voltage.

2.8.4.12.3. Alternator thermal overload protection. The system shall have integral alternator overload and short circuit protection matched to each alternator for the particular voltage and phase configuration.

2.8.4.12.4. Power metering. The controller digitally displays power metering of kW and kVA.

2.8.4.13. Other control features and functions

2.8.4.13.1. Event logging. The controller keeps a record of up to 1000 events, for warning and shutdown faults. This fault information becomes a stored record of systems events and can be reset.

2.8.4.13.2. Historical data logging. The controller total number of generator set successful start shall be recorded and displayed.

2.8.4.13.3. Programmable access. The control system shall include a USB port that gives service technicians the ability to provide software and firmware upgrades. The system shall also be capable of allowing setting of all critical parameters using the service software and a laptop computer. All parameters and setting should be capable to being stored on a laptop for future upgrades of printing for analysis.

2.8.4.14. Generator Set Warning, Shutdown Alarm and Status

2.8.4.14.1. The generator set shall have alarms and status indication lamps that show non-automatic status and warning and shutdown conditions. The controller shall indicate with a warning lamp and or alarm and on the digital display screen any shutdown, warning or engine fault condition that exists in the generator set system. The following alarms and shutdowns shall exist as a minimum:

2.8.4.14.1.1. Engine functions

2.8.4.14.1.1.1. Critical high fuel level (alarm)

2.8.4.14.1.1.2. ECM communication loss (shutdown)

- 2.8.4.14.1.1.3. ECM diagnostics (alarm & shutdown)
- 2.8.4.14.1.1.4. Engine overspeed (shutdown)
- 2.8.4.14.1.1.5. Engine start aid active
- 2.8.4.14.1.1.6. Engine under speed (shutdown)
- 2.8.4.14.1.1.7. Fuel tank leak (alarm & shutdown)
- 2.8.4.14.1.1.8. High DC battery voltage (alarm)
- 2.8.4.14.1.1.9. High coolant temperature (alarm & shutdown)
- 2.8.4.14.1.1.10. High fuel level (alarm)
- 2.8.4.14.1.1.11. Low DC battery voltage (alarm)
- 2.8.4.14.1.1.12. Low coolant level (shutdown)
- 2.8.4.14.1.1.13. Low coolant temperature (alarm)
- 2.8.4.14.1.1.14. Low cranking voltage (alarm)
- 2.8.4.14.1.1.15. Low engine oil level (alarm & shutdown)
- 2.8.4.14.1.1.16. Low fuel level (alarm & shutdown)
- 2.8.4.14.1.1.17. Low fuel pressure (alarm)
- 2.8.4.14.1.1.18. Low oil pressure (alarm & shutdown)
- 2.8.4.14.1.1.19. No coolant temperature signal (shutdown)
- 2.8.4.14.1.1.20. No oil pressure signal (shutdown)
- 2.8.4.14.1.1.21. Overcrank (shutdown)
- 2.8.4.14.1.1.22. Speed sensor fault (alarm)
- 2.8.4.14.1.2. Generator functions
 - 2.8.4.14.1.2.1. AC sensing loss over & under current (alarm & shutdown)
 - 2.8.4.14.1.2.2. Alternator protection (shutdown)
 - 2.8.4.14.1.2.3. Ground fault input (alarm)
 - 2.8.4.14.1.2.4. kW overload (shutdown)
 - 2.8.4.14.1.2.5. Locked rotor (shutdown)
 - 2.8.4.14.1.2.6. Over-frequency (shutdown)
 - 2.8.4.14.1.2.7. Over AC voltage (shutdown)
 - 2.8.4.14.1.2.8. Under-frequency (shutdown)
 - 2.8.4.14.1.2.9. Under AC voltage (shutdown)
 - 2.8.4.14.1.2.10. Emergency stop (shutdown)
- 2.8.4.14.1.3. Other General functions
 - 2.8.4.14.1.3.1. Battery charger fault (alarm)
 - 2.8.4.14.1.3.2. Common fault (shutdown)
 - 2.8.4.14.1.3.3. Common warning (alarm)
 - 2.8.4.14.1.3.4. Master switch not in auto (alarm)
 - 2.8.4.14.1.3.5. Generator running
 - 2.8.4.14.1.3.6. Input/output fault (alarm)

2.8.4.15. The generator set controller shall also be capable of meeting all necessary NFPA 110 level 1 requirements that include several of the above along with; EPS supplying load, Master switch “not in auto”, and contacts for local and remote common alarm.

2.9. Communications

2.9.1. If the generator set engine is equipped with an ECM (engine control module), the controller shall communicate with the ECM for control, monitoring, diagnosis, and meet SAE J1939 standards

- 2.9.2. Kohler proprietary RBUS communication shall be available.
- 2.9.3. A RBUS shall be able to monitor and alter parameters and start or stop a generator.
- 2.9.4. The controller shall have the capability to communicate to a personal computer (IBM or compatible) and appropriate application software
- 2.9.5. A variety of connections shall be available based on requirements:
 - 2.9.5.1. A single control connection to a PC via USB
 - 2.9.5.2. Internet connection via Ethernet
- 2.9.6 Generator and transfer switch controls shall be equipped with communications modules capable of connecting to the same communication network.

2.10. Generator Overcurrent and Fault Protection

- 2.10.1. The generator shall be provided with a factory installed, 100% rated line circuit breaker rated at 800.00 amperes that is UL489 listed. Line circuit breakers shall be sized for the rated ampacity of the loads served by the breaker per the NEC.
 - 2.10.1.1. The circuit breaker(s) shall incorporate an electronic trip device with the following characteristics:
 - 2.10.1.2. Adjustable long time delay
 - 2.10.1.3. Adjustable short time delay
 - 2.10.1.4. Instantaneous
 - 2.10.1.5. Load side lugs shall be provided from the factory. The line circuit breaker shall include auxiliary contacts, shunt trip, undervoltage trip, alarm switch, and overcurrent switch functionality. Load side breaker connections made at the factory shall be separated from field connections.
 - 2.10.1.6. The shunt trip device shall be connected to trip the generator breaker when the generator-set is shut down by other protective devices.
 - 2.10.1.7. When GFI is required per the NEC, additional neutrals shall be factory installed, and the alarm indication shall be integrated with the generator-set alarms.
 - 2.10.1.8. Barriers to provide segregation of wiring from an emergency source to emergency loads from all other wiring and equipment, if required by the NEC, shall be provided.

2.11. Alternator

- 2.11.1. The alternator shall be salient-pole, brushless, 2/3-pitch, with 4 bus bar provision for external connections, self-ventilated, with drip-proof construction and amortisseur rotor windings, and skewed for smooth voltage waveform. The ratings shall meet the NEMA standard (MG1-32.40) temperature rise limits. The insulation shall be class H per UL1446 and the varnish shall be a vacuum pressure impregnated, fungus resistant epoxy. Temperature rise of the rotor and stator shall be limited to 130°C Standby. The PMG based excitation system shall be of brushless construction controlled by a digital, three phase sensing, solid- state, voltage regulator. The AVR shall be capable of proper operation under severe nonlinear loads and provide individual adjustments for voltage range, stability and volts-per-hertz operations. The AVR shall be protected from the environment by conformal coating. The waveform harmonic distortion shall not exceed 5% total RMS measured line-to-line at full rated load.
- 2.11.2. The TIF factor shall not exceed 50.

2.11.3. The alternator shall have a maintenance-free bearing, designed for 40000 hour B10 life. The alternator shall be directly connected to the flywheel housing with a semi-flexible coupling between the rotor and the flywheel.

2.11.4. The generator shall be inherently capable of sustaining at least 300% of rated current for at least 10 seconds under a 3-phase symmetrical short circuit without the addition of separate current-support devices.

2.11.5. Motor starting performance and voltage dip determinations shall be based on the complete generator set. The generator set shall be capable of supplying 1,730.00 LRKVA for starting motor loads with a maximum instantaneous voltage dip of 35%, as measured by a digital RMS transient recorder in accordance with IEEE Standard 115. Motor starting performance and voltage dip determination that does not account for all components affecting total voltage dip, i.e., engine, alternator, voltage regulator, and governor will not be acceptable. As such, the generator set shall be prototype tested to optimize and determine performance as a generator set system.

2.12. Vibration Isolation

2.12.1. Vibration isolators shall be provided between the engine-alternator and heavy-duty steel base.

2.13. Accessories

2.13.1. Battery rack and battery cables capable of holding the manufacturer's recommended batteries shall be supplied.

2.13.2. The generator set shall be supplied with a common failure relay to provide means of signaling fault and/or shutdown conditions.

2.13.2.1. The common failure relay shall remotely signal auxiliary faults, emergency stop, high engine temperature, low oil pressure, overcrank, and over speed via one single-pole, double-throw relay with 10 amps at 120 VAC contacts.

2.13.2.2. The relay contacts shall be gold flashed to allow use of low current draw devices (100ma @ 28VDC min.).

2.13.2.3. Once energized the relay shall remain latched until the system is reset by the main controller switch.

2.13.3. The generator set shall be supplied with a 10-ampere automatic float/equalize battery charger capable of charging both lead-acid and ni-cad type batteries, with the following features:

2.13.3.1 Automatic 3-stage float to equalization charge

2.13.3.2 Voltage regulation of 1% from no to full load over 10% AC input line voltage variations

2.13.3.3 Battery charging current Ammeter and battery voltage voltmeter with 5% full-scale accuracy

2.13.3.4 LED lamp for power ON indication

2.13.3.5 Current limited during engine cranking, short circuit, and reverse polarity conditions

2.13.3.6 Temperature compensated for ambient temperatures for -40°C to 60°C

2.13.3.7 Alarm circuit board featuring alarm contacts for low battery voltage, high battery voltage, and battery charger malfunction.

2.13.3.8 UL 1012 Listed

2.13.3.9 CSA Certified

2.13.4. The air cleaner restriction indicator shall indicate the need for maintenance of the air cleaners.

2.13.5. The generator shall be supplied with a thermostatically controlled strip heater to prevent the accumulation of moisture and dampness and to maintain the stator windings above the dew point. The heater shall be wired to be “on” at all times that the generator set is not operating.

2.13.6. The exhaust piping shall be gas proof, seamless, stainless steel, flexible exhaust bellows and includes the flex exhaust tube and the mounting hardware.

2.13.7. Supply flexible fuel lines to provide a flexible connection between the engine fuel fittings and the fuel supply tank piping and for the fuel return lines from the injector pump per engine manufacturer’s recommendations. Flex line shall have a protective steel wire braid to protect the hose from abrasion.

2.13.8. Block Heater - The block heater shall be thermostatically controlled, 2,500 watt, with isolating valves, to maintain manufacturers recommended engine coolant temperature to meet the start-up requirements of NFPA 99 and NFPA 110, Level 1.

2.13.9. The generator set shall be provided with a run relay which shall provide a three-pole, double-throw relay with 10-amp/ 250 VAC contacts to indicate that the generator is running. The run relay dry contacts can be used for energizing or de-energizing customer devices while the generator is running (e.g. louvers, indicator lamps, etc.)

2.13.10. Remote annunciator panel – The remote annunciator shall meet NFPA 110, Level 1 requirements and enable remote viewing of the generator status. The panel shall be connected to the generator controller via either network communication wires or via hard wired connections. Options shall be available to provide ATS source availability, contactor position, and loaded or unloaded test for up to four transfer switches. The panel shall have the capability to be either flush- mounted or surface-mounted. The annunciator shall meet UL508 requirements.

2.14. Demonstration

Describe how the Bidder will demonstrate the product will function properly.

2.15 Training

Describe what training the Bidder will provide for the agency.

- D.** As referenced in subsection 8.2.H, service level agreements and proposed first draft of Statement of Work are required to be included in the Bid.
- E.** Pricing shall be proposed as follows as referenced in 8.2 subsection I.
 - i** Provide an all-inclusive grand total deliverable-based price;
 - ii** Price is FOB destination;
 - iii** Provide hourly rates for services in connection with the project including, without limitation, maintenance and support services and enhancement services to the extent not included in a mutually agreed Statement of Work; and
 - iv** Pricing for post-warranty ongoing maintenance and support

E.2 Value-added items

- i. Value-added items may be included as referenced in 8.2 subsection J.
- F.** Business references are required to establish that a Bidder has successful implementation experience.
- G.** The following additional company information is required to be included in the Bid:
 - i** Length of time the Bidder has been in business;
 - ii** A brief description of the company;
 - iii** Company size and organization;
 - iv** The number of years the Bidder has been providing equipment of the type requested;
 - v** The core competency of the company;
 - vi** Number of employees allocated strictly for support;
 - vii** Number of clients;
 - viii** Average client size (i.e., employee count); and
 - ix** Locations where the Bidder's equipment has been installed.
- H.** If a third-party vendor is included as part of a submitted Bid, the following information is required to be included in the Bid for each such third-party vendor:
 - i** Company history;
 - ii** Relationship to Bidder;
 - iii** Clients for which the two entities have worked together; and
 - iv** Products and/or services proposed to be provided by the third-party vendor and how those products and/or services interface with the Bidder's solution.

8.2 Bid Packet Format

A. Section One: Cover Page

A dated cover page or transmittal letter that identifies the Solicitation and the Bidder and provides Bidder contact information.

B. Section Two: Required Forms, Certifications and Disclosures

- i** Completed "Responding Bidder Information" form set forth and accompanying required documentation.
- ii** Completed "Certification for Competitive Bid and Contract" form.
- iii** Bidder shall additionally provide in this section of its Bid, disclosure of (1) any public contract terminated by a governmental entity or suits or claims against the Bidder for failure to perform in connection with a public contract (including any company which a Bidder has merged with or acquired that will be performing services or providing products if awarded the Contract); (2) any contractual relationship or any other relevant contact with any State personnel or another Bidder or Supplier involved in the development of a Bidder's response to the Solicitation; (3) the name of any officer, director or agent of the Bidder who is also an employee of the State of Oklahoma or any of its agencies; (4) the name of

any state employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder firm or any of its branches and (5) any activity or interest that conflicts or may conflict with the best interest of the State, including but not limited to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or partial or whole termination of the Contract.

- iv Certificate of Insurance and Workers' Compensation form.
- v Completed Vendor Payee form.
- vi Any information requested in connection with a Solicitation regarding subcontractors a Bidder proposes to use in performance of the resulting contract.
- vii Signed Amendment(s), if any, located at the same online link as the Solicitation.

The Bidder shall acknowledge agreement with each Amendment, if any, by inserting the Amendment in this section, signed by or on behalf of the Bidder.

C. Section Three: Bid Portions Requested to be Held Confidential

- i If the Bid Packet contains information the Bidder believes to be confidential, the Bid Packet shall be conspicuously marked on the outside to indicate it contains information considered confidential.
- ii Any portion of the Bid that the Bidder requests be held confidential shall be inserted in this section and the Bidder must specifically identify, on each page, the specific information considered confidential and otherwise fully comply with OAC 260:115-3-9³ which additionally requires a Bidder to enumerate the specific grounds, based on applicable laws which support treatment of the information as exempt from disclosure and explain why disclosure is not in the best interest of the public. Additional information regarding information considered confidential by a Bidder is provided in Section 6 above.
- iii A Bid marked in total, as proprietary and/or confidential shall not be considered confidential. Likewise, unless specifically referenced otherwise, resumes, pricing, marketing materials, business references, Voluntary Product Accessibility Templates, additional terms proposed by a Bidder and subcontractor information are not confidential and are not exempt from disclosure under the Oklahoma Open Records Act. The foregoing list is intended to address information often marked confidential that is not exempt from disclosure and is not an exhaustive list.

³ OAC 260:115-3-9 is located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijjrgcln50ob7ckj42tbkdt374obdcli00

- iv **ANY INFORMATION MARKED AS CONFIDENTIAL AND EMBODIED ELSEWHERE IN A BID RATHER THAN INSERTED IN THIS SECTION OF THE BID PACKET WILL NOT BE CONSIDERED CONFIDENTIAL AND WILL BE SUBJECT TO DISCLOSURE WITHOUT FURTHER REVIEW. THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR A CONFIDENTIALITY CLAIM. LIKEWISE, CONFIDENTIALITY CLAIMS OF A BIDDER WILL NOT BE CONSIDERED IF A BID DOES NOT COMPLY WITH REQUIREMENTS OF OAC 260:115-3-9 AND THE INFORMATION WILL BE SUBJECT TO DISCLOSURE PURSUANT TO STATE LAW.**

D. Section Four: Requested Exceptions to Terms

- i Any requested exception or revision to terms or conditions provided by the State shall be inserted in this section using the table provided at the end of these Bidder Instructions. If no exceptions or revisions are requested, the Bid should reflect that by either submitting the table with no additions to it or by marking the table “N/A”. Each requested exception or revision shall identify (i) the document and section reference of the specific affected term and (ii) either that the term is inapplicable and should be intentionally omitted or offer alternative language if the Bidder is requesting revision of the term. Some examples are provided on the table for illustrative purposes only and, if not deleted in a submitted Bid, will be disregarded.
- ii A clarification question is not an exception and any clarification included in this section will be disregarded.
- iii If the Bid contains a copy of existing terms between the Bidder and the State that the Bidder believes are applicable to the Acquisition, the Bidder need not take exceptions to the General Terms; however, the remainder of terms and contents of a document provided by the State including, without limitation, all attachments, appendices and exhibits remain applicable and are not supplanted by such existing terms. Therefore, any exception to portions of the Solicitation or other related documents, other than General Terms must be included in this section as an exception.
- iv **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR EXCEPTIONS AND ANY EXCEPTION EMBODIED IN ANOTHER SECTION OF THE BID OR IN A FORMAT OTHER THAN THE PROVIDED TABLE WILL NOT BE CONSIDERED. LIKEWISE, AN EXCEPTION EXPRESSING ONLY GENERAL DISAGREEMENT WITH A TERM OR A GENERAL EXCEPTION TO ANY STATE TERMS OR CONDITIONS, WITHOUT SUGGESTED ALTERNATIVE WORDING OR IDENTIFYING THAT THE TERM SHOULD BE INTENTIONALLY OMITTED, WILL NOT BE CONSIDERED.**

E. Section Five: Additional Bidder Terms

Any additional terms that the Bidder requests be applicable to the Contract shall be inserted in this section and shall be provided in Word format. **THE STATE HAS NO RESPONSIBILITY TO INDEPENDENTLY REVIEW AN ENTIRE BID FOR ADDITIONAL TERMS AND ANY SUCH TERMS NOT SUBMITTED IN THIS SECTION OF THE BID SHALL NOT BE CONSIDERED.** Should a Bidder be awarded a Contract, neither the State nor a customer shall be required to execute additional documents not included in a Bid. For example, if a Bidder typically uses an ordering document in connection with an acquisition, the ordering document template shall be included in the Bid.

F. Section Six: Existing Terms between Bidder and State

A copy of any existing terms, mutually executed by the Bidder and the State, that the Bidder believes are applicable to the Acquisition shall be inserted in this section. Any existing terms not submitted in this section of the Bid shall not be considered.

G. Section Seven: Executive Summary

The Bidder's executive summary shall be inserted in this section. Marketing information, general company information and other similar information should be included in the executive summary and should not be included in other sections of the Bid.

H. Section Eight: Response to Specifications and Requirements

- i** The portion of the Bid to be inserted in this section shows the ability of the Bidder to meet or exceed any Contract and Bid specifications and requirements.
- ii** If a VPAT is required, the URL link to the Bidder's VPAT shall be inserted in this section at the Bid Packet page referencing the VPAT.
- iii** If an information technology Security Certification and Accreditation Assessment is required, the completed Assessment shall be inserted in this section at a Bid Packet page referencing the Security Accreditation Assessment. The Assessment is located online at https://omes.ok.gov/sites/g/files/gmc316/f/SecurityCertification-R_0.xlsx.
- iv** If service level agreements are required, the proposed service level agreements shall be inserted in this section at a Bid Packet page referencing the proposed Service Level Agreements.
- v** If a Statement of Work is required, the proposed draft shall be inserted in this section at a Bid Packet page referencing the proposed Statement of Work.

I. Section Nine: Pricing

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

J. Section Ten: Offer of Value-Added Products and/or Services

If a Bid includes an offer of value-added products and/or services, such offer shall be inserted in this section and include associated pricing and any other information relevant

to such value-added offer. However, the State is not obligated to purchase value-added products or services.

K. Section Eleven: Financial Information

Any required financial and associated information shall be inserted in this section.

L. Section Twelve: Business References

Any required business references and associated information shall be inserted in this section.

M. Section Thirteen: Additional Company Information

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

9 Submission of Bid

9.1 IT IS THE BIDDER'S SOLE RESPONSIBILITY TO SUBMIT INFORMATION IN THE BID AS REQUESTED AND IN COMPLIANCE WITH THE OKLAHOMA CENTRAL PURCHASING ACT AND ASSOCIATED OAC TITLE 260 RULES⁴ INCLUDING WITHOUT LIMITATION OAC 260:115-3-7 AND 260:115-3-11⁵. A submitted Bid is rendered as a legal offer and is required to be in strict conformity with these Bidder Instructions.

9.2 Due to the COVID 19 outbreak, a Bid shall be submitted via email to OMESCPeBid@omes.ok.gov. In person, commercial carrier or facsimile submittals shall not be accepted. The email Bid shall contain the Solicitation Number, Bid Response Due Date and Time in the subject line of the email. The State is not responsible for incorrect link information or inability to access a submitted Bid.

9.3 Due to the COVID 19 outbreak, this subsection is intentionally omitted.

9.4 Due to the COVID 19 outbreak, this subsection is intentionally omitted.

9.5 Unless otherwise specified, (i) manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for informational purposes and not intended to limit competition and (ii) a Bidder may offer any brand for which it is an authorized representative, which meets or exceeds the specification for any item(s). Bidder shall offer new items of current design and technology unless a document provided by the State in connection with the Solicitation specifies older models or versions, or used, reconditioned, or remanufactured products are acceptable. Warranties in either case should be the same. However, if a Bid is based on equivalent products, the Bid is required to state the manufacturer's name and number. The Bid shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Reference to literature submitted with a previous Bid shall not satisfy a specification or requirement associated with the present Bid. Any previous solicitation or

⁴ Oklahoma Administrative Code Title 260, Chapter 115 is located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

⁵ OAC 260:115-3-7 and OAC 260:115-3-11 are located at http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijujrgcln50ob7ckj42tbkdt374obdcli00

resultant contract shall not be depended upon, perceived or interpreted to have any relevance to the present Bid.

- 9.6 Bids shall remain a firm offer for a minimum of one hundred twenty (120) days after the Bid Response Due Date. Any usage amounts provided by the State are estimates and are not guaranteed to be purchased.
- 9.7 Unless specified otherwise, a Bidder shall submit a firm, fixed price for the term, including optional renewal terms, of the Contract. The Bidder guarantees unit prices to be correct.
- 9.8 In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount. Travel expenses include, but are not limited to, transportation, lodging and meals. Examples of other miscellaneous travel expenses are referenced in §10.14 of the Statewide Accounting Manual⁶.
- 9.9 A Bid containing early payment discounts may be evaluated when making an award. If a Bidder wishes to offer an early payment discount, the Bid must include available discount percentages for no less than ten (10) days payment, increasing in five (5) day increments up to thirty (30) days. The discount percentages shall be expressed in a half or whole percentage, with the minimum discount percentage being 0.5%. The State is not obligated to utilize an offered discount.
- 9.10 All costs incurred by the Bidder for Bid preparation and participation shall be the sole responsibility of the Bidder and the Bidder shall not be reimbursed for any such costs. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages in connection with the Bid.
- 9.11 For consistency of contract structure, certain State terms may be marked “Intentionally Omitted”. If so, no response is expected.
- 9.12 After review of a Bidder's submitted documents and information, the State may require additional terms in which customer data will be accessed, processed or stored by a Supplier.
- 9.13 Each Bid is required to include relevant information for a designated contact to receive notice, approvals and requests allowed or required by the terms of the Contract.

10 Bid Withdrawal, Bid Change and Alternate Bid

- 10.1 Except as authorized by the State Purchasing Director after proof by the Bidder that a significant error by the Bidder exists in the Bid, a Bid may not be withdrawn after the Bid Response Due Date and Time. If the Bidder wishes to withdraw a Bid prior to the Bid Response Due Date and Time, the Bidder shall submit a written withdrawal request to the State Purchasing Director in accordance with OAC 260:115-3-13⁷ except that the request shall be emailed to the email address listed in Section 9 above, due to the COVID 19 outbreak.
- 10.2 Except as requested by the State, a Bid may not be changed after the Bid Response Due Date and Time. If the Bidder needs to change a submitted Bid prior to the Bid Response Due Date and Time, the Bidder shall withdraw the originally submitted Bid and a new Bid shall be submitted to the State by the Bid Response Due Date and Time in accordance with Section 9 and include the

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

⁷ OAC 260:115-3-13 is located at

http://www.oar.state.ok.us/oar/codedoc02.nsf/frmMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak3lctijjrgcln50ob7ckj42tbkdt374obdcli00.

following statement on the superseding Bid cover page: **“THIS BID SUPERSEDES THE BID PREVIOUSLY SUBMITTED” AND “SUPERSEDING BID” MUST APPEAR IN THE SUBJECT LINE OF THE EMAIL.**

- 10.3** A Bidder may submit one or more Alternate Bids. Any Alternate Bid submitted shall be a complete Bid and shall be clearly identified as an Alternate Bid in the subject line of the email. If more than one Alternate Bid is submitted, the identification in the email subject line shall refer to Alternate Bid 1, Alternate Bid 2, etc.

11 Bid Rejection

- 11.1** The Bidder’s failure to submit required information may cause its Bid to be rejected. Additionally, a Bid received after the Bid Response Due Date and Time **SHALL BE DEEMED NON-RESPONSIVE AND SHALL NOT BE CONSIDERED unless the State Purchasing Director has authorized acceptance of Bids due to a significant error or incident that occurred which affected the receipt of a Bid.**⁸ Failure to comply with these Bidder Instructions may result in the Bid being disqualified from evaluation. Unless opened for identification, Bids received late will be returned unopened in a timely manner.
- 11.2** A Bid may be rejected when the Bidder imposes terms or conditions that would modify requirements or limit the Bidder’s liability to the State. Other possible reasons for rejection of Bids are listed in OAC 260:115-3-5 and 260:115-7-32(h)⁹.
- 11.3** Attempts to impose unacceptable conditions on the State or impose alternative terms not in the best interest of the State shall not be tolerated. Continued attempts to impose unacceptable conditions or terms on the State shall result in a determination of non-responsiveness of the Bid.
- 11.4** Whenever the terms “shall”, “must”, “will”, or “is required” are used, the specification being referred to is a mandatory specification. Failure to meet any mandatory specification may cause rejection of a Bid.
- 11.5** Whenever the terms “can”, “may”, or “should” are used, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Bid.

12 Bid Public Opening

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

13 Evaluation

- 13.1** A responsive Bid will proceed to the evaluation process. Unless specified that “best value” criteria will be used to determine award, Bids shall be evaluated on “lowest and best” criteria.

⁸ OAC 260:115-3-11

⁹ OAC 260:115-3-5 and 260:115-7-32 is located at:

http://www.oar.state.ok.us/oar/codedoc02.nsf/frnMain?OpenFrameSet&Frame=Main&Src=_75tnm2shfcdnm8pb4dthj0chedppmcbq8dtmmak31ctijjrgcln50ob7ckj42tbkdt374obdcli00_

- 13.2 Pursuant to OAC 260:115-7-32, Bidder past performance as a Supplier may be considered when evaluating a Bid.
- 13.3 Pursuant to 74 O.S. §85.44E, a Bid submitted by a service-disabled veteran business that does business in Oklahoma or maintains an Oklahoma office or place of business will be given a three-percentage point bonus preference in scoring the Bid.
- 13.4 The State reserves the right to require demonstrations, clarifications and additional documentation from any or all responding Bidders. Each Bidder should be prepared to participate in oral presentations and demonstrations to define the Bid, to introduce the Bidder's team and to respond to questions regarding the Bid if required by the State prior to award.

14 Competitive Negotiations of Offers

- 14.1 The State reserves the right to negotiate with none or one or more Bidders responding to the Solicitation and may negotiate any or all content of the Bid to obtain the best value for the State. Negotiations may be conducted in person, in writing or by electronic means and shall only be conducted with potentially acceptable Bids.
- 14.2 Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State's risks. The State shall consider all issues arising from the Bid to be negotiable and will not be artificially constrained by internal corporate policies. In the event of prolonged contract negotiations due to the number and/or significance of exceptions taken, lack of Bidder responsiveness or other failure to close contract negotiations that are not caused by the State, the State may, in its discretion, offer a successful Bidder a shorter contract term.
- 14.3 Firms that contend a lack of flexibility because of corporate policy on a particular negotiation item shall face a significant disadvantage and may not be considered.
- 14.4 Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the Bid.
- 14.5 Requirements and any terms marked as non-negotiable after the section title shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements or terms is in the best interest of the State.
- 14.6 The State may request a BAFO and shall determine the scope and subject of any BAFO request. However, the Bidder should not expect an opportunity to otherwise strengthen its Bid and should submit its best Bid based on requirements herein. Any information offered outside the scope of the BAFO request will not be considered and will be disregarded.

15 Award of Contract

- 15.1 The State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items or may award the contract on an all or none basis, whichever is deemed to be in the best interest of the State.
- 15.2 In order to receive an award or payments from the State, a Bidder must be registered **as both a Bidder and as a Supplier** and must maintain the registration prior to any Contract renewal term.

The registration process may be completed electronically at the following link:
<https://omes.ok.gov/services/purchasing/vendor-registration>.

- 15.3** Pursuant to Oklahoma Attorney General Opinion No. 06-23, any Bidder that has assisted in preparing the Solicitation or developing the procurement terms, either directly or indirectly, is precluded from being awarded the Contract or from securing a sub-contractor that has provided such services.
- 15.4** Prior to award, the State may choose to request information from the Bidder to demonstrate its financial status and performance. If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company may also be required. The State reserves the right, in its sole discretion, to determine a Bidder's financial status and to withhold award to a Bidder who is not deemed financially responsible.
- 15.5** A notice of award may be in the form of a purchase order or other payment mechanism or in the form of a mutually executed contract.

BID PACKET SECTION FOUR: REQUESTED EXCEPTIONS TO TERMS
SOLICITATION NO. [INSERT #]

Term & Section	Language
General Terms, Pricing (Section 5.2, pg. 7) EXAMPLE	Section 5.2 is deleted in its entirety and replaced with the following: Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price. Travel expenses include, but are not limited to, lodging, transportation and meal expenses.
Information Technology Terms, Appendix 1, Data Security (Section B.2, pg. 12) EXAMPLE	Section B.2 shall be modified to add the following: Customer is responsible for Personal Data encryption when solely in the Customer’s possession.
Information Technology Terms, Source Code Escrow (Section 9, pg. 5) EXAMPLE	Section 9 is deleted in its entirety.