



Office of State Finance
Information Services Division

Request for Proposal for Information Technology Cost Efficiencies Solicitation #0900000055

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Introduction, Evaluation Process, Critical Times/Dates, and Solicitation Purpose

Introduction

The Office of State Finance Information Services Division, also referred to as “ISD”, intends to solicit ideas from our vendor community on an annual basis as a means of gathering ideas and implementing effective strategies to achieve efficiencies with the State’s technology infrastructure.

It is the State’s intent to issue contracts from the information obtained in vendor responses. However, data obtained through this request for proposal may be used in the form of future solicitations for proposals, or other purposes.

This RFP, together with the vendor’s response, exhibits, written questions and clarifications, amendments or revisions signed by both parties and presented to ISD and the ISD purchase order, shall constitute the entire and final agreement between ISD and the vendor relating to the rights granted and the obligations assumed by the parties; and is the Contract when ISD awards the Contract to the successful vendor.

To the extent permitted by the Oklahoma Open Records Act, 51 O. S. (2001) § 24A.1-27, the vendor’s proposals will not be disclosed, except for purposes of evaluation, prior to the resulting contract. All material submitted becomes the property of the State of Oklahoma. Proposals will not be considered confidential after a contract is awarded. Vendors should not include proprietary information as part of its response.

All information obtained will become the property of the State of Oklahoma. Submitted proposals may be reviewed and evaluated by any person designated by ISD. ISD reserves the right to use any and all ideas presented in any response to the RFP. Selection or rejection of a proposal does not affect this right. ISD reserves the right to cancel or reissue this RFP at any time for any reason.

Evaluation Process

Phase I Evaluation Responses will be evaluated based on ***best value*** for the State of Oklahoma. The initial evaluation factors include how well the responses meet the overall objectives and the vendor’s understanding of the current State profile for each of the six sections. Other factors in the evaluation include how well the solution(s) appear to address the guiding principles and the State’s infrastructure and technology, the projected financial impact (with minimal upfront investment), and the presentation of creative and innovative methods to manage and deliver the critical services.

Phase II Evaluation The State may select one or more vendors in each of the categories for discussions, based on the recommendations during evaluation of Phase I. During these discussions the selected vendors may be asked to clarify their proposed solution. Vendors should expect to discuss and possibly demonstrate their proposed solutions during this phase. A demonstrable return on investment (ROI) is required. The general format will be provided. After discussions, the State will evaluate the most advantageous solutions based on the ROI and overall potential best practices for the State.

Phase III Evaluation The State will evaluate the information obtained in Phase II to determine which firms progress to Phase III. During this phase vendor negotiations may be conducted and references and financial stability may be verified. Discovery of a bad reference or the lack of financial stability may disqualify a vendor. The State reserves the right to verify references or financial stability status at an earlier stage if advantageous to the State. All evaluation decisions regarding reference checks and financial stability shall be made in the sole discretion of ISD.

The State, at its sole discretion, may or may not award contract(s) for one or more of the categories of this RFP.

Attached to this solicitation are the terms and conditions typically included in a contract for Information Technology or Telecommunication projects. Vendors should be prepared to accept the terms included, and responses to this solicitation should include areas the vendor desires further discussion. ISD reserves its unrestricted discretion to determine whether a vendor's alternative language is acceptable, negotiable or cause to be eliminated from the evaluation process.

NOTE: References to the State Purchasing Director in the attached terms and conditions document, is meant to mean the State Chief Information Officer.

The State reserves the right to request clarification from vendors on all issues.

Critical Times and Dates

All questions regarding this RFP shall be posted to the IT procurement wiki at: <https://wiki.ok.gov/display/itprocurement/0900000055>. Questions should be received by 3:00 PM Central Time, **no later than May 29, 2012**. Questions received after this date may not be answered.

Questions received via any other means will not be addressed, unless your firm is not currently registered with the State of Oklahoma with wiki access. If you do not have wiki access questions should be emailed to Alana.owen@osf.ok.gov.

All responses to this Request for Proposal are due no later than 3:00 p.m., Central Time, June 12, 2012.

The vendor's SEALED response shall be hand-delivered or mailed to the address below. Responses will not be accepted over the telephone. Envelopes should be marked with the words "Request for Information Technology Efficiencies Solicitation #0900000055".

This RFP will be posted on the OSF website. Vendors are responsible for checking the website for any State issued communication regarding this RFP.

This RFP is issued by the Office of State Finance (OSF), and the OSF is the sole point of contact from the date of release of this RFP. OSF may be contacted at the following address:

Office of State Finance
3115 N. Lincoln Boulevard
Oklahoma City, Oklahoma 73105
Attention: Alana Owen
Email: Alana.owen@osf.ok.gov

Glossary of Terms

ISD – The Information Services Division of the Office of State Finance

OSF – The Office of State Finance

RFP – Request for Proposal

State – the State of Oklahoma

Solicitation Purpose

The Office of State Finance Information Services Division is currently undertaking a historic consolidation of nearly all aspects of the State's 130 agencies' IT operations. The CapGemini IT Modernization study found that the State could save more than \$12 Million over 3 years by implementing enterprise asset management and more than \$18.5 Million through enterprise workstation optimization. The purpose of this RFP is to hire consultant(s) to help us achieve these savings and potentially find even more savings in other related areas.

As per the provisions of the Information Technology Consolidation Act found at 62 O.S. (2011) §35., all Information Technology personnel and assets for Agencies within the State of Oklahoma are required to be transferred to the Office of State Finance, Information Services Division. The guiding principles in this effort are:

1. Reduce complexity
2. Cost reduction through “buying in bulk”
3. Maintain or improve the current levels of service
4. Public transparency of all transactions
5. Maximize flexibility and agility

6. Spend fewer Oklahoma taxpayer dollars
7. Cost is calculated considering the long term picture (TCO), not just the initial purchase price

This document summarizes and details a potential list of IT areas and technologies that may result in cost savings to the State of Oklahoma. The Office of State Finance maintains a current list of projects that will provide cost savings through either an Agency-by-Agency Consolidation approach or a Service-by-Service consolidation approach. The scope of this document is limited to Service-by-Service approaches only. It is expected that the items listed below will be further elaborated upon by vendors with creative and innovative methods to manage and deliver these critical services.

The URL, <http://www.ok.gov/cio/documents/ITModernizationStudy01042011.pdf> contains a detailed description of the infrastructure and technology within the State of Oklahoma. Vendors are encouraged to study this document before responding to this RFP.

The following IT areas and technologies are currently viewed as the most viable and critical for the State of Oklahoma,

1. Application Development
2. Network
3. Server Virtualization
4. Desktop Administration
5. Storage
6. Document Imaging

Each of the above items is described in more detail below.

1.0 Application Development

Background

From an application development and support perspective the State of Oklahoma is moving away from the model where each State agency maintains its own independent business application development & support staff (application staff) and implements its own business applications independently of each other. The State is moving toward a model that groups application staff from the various agencies under a limited number of business segments plus an application staff to specifically support enterprise applications.

Overall objectives

- Reduce the overall net cost of providing development services to the State

- Increase the State's ability to quickly respond to changes in business requirements
- Establish or improve interoperability between applications
- Reduce the number of independent development groups
- Foster knowledge transfer among staff
- Share talent across agencies
- Develop standardized application frameworks & processes to reduce variety and complexity

The State of Oklahoma would like to improve its application development and support services by soliciting innovative ideas and methods to generate overall cost savings and improve its overall effectiveness in all of the areas in this section. Other potential areas for improvement include application modernization services, application integration, PeopleSoft programmer boot camp, use of open source tools, information management and data security.

The State is open to looking at creative application development strategies including but not limited to staff augmentation and centralized development.

Current State Profile

The State of Oklahoma's current application development services landscape includes a variety of platforms, languages and development tools.

- Most agencies have their own programming/development staff
- Some agencies who do not have their own programming/development staff receive these services from another agency or vendor
- Some agencies augment their staff with contract help
- Some staff augmentation have turned out to be relatively permanent while others fluctuate based upon project and/or sustaining support workload
- Most agencies use a combination of in-house developed and commercial applications to run its business.
- Many different programming languages and development models are in use today
- Some commercial applications are modified and maintained by State staff
- Some applications are custom developed for the State by outside vendors who then provide the application's support

Application Development Services

- Web Development
 - Oracle Forms
 - MS .NET
 - Java
 - Open Source

- Client/Server Development
 - Oracle Forms
 - Visual Basic
 - C++
 - PowerBuilder
- Legacy Development
 - IBM mainframe Cobol, CICS, IMS, DB2
 - AS400/iSeries RPG, Cobol

Commercial Application Support

- PeopleSoft application development / customization & support
- PeopleSoft application administration & environment support

Business Analysis

- PeopleSoft enterprise applications functional subject matter experts
 - Develop functional requirements & justifications for modifications
 - Provide functional production support
 - Manage functional configuration

Systems Integration (Application Interoperability)

- File transfers for bulk data
- Secure data transfers
- Web services
- Service Oriented Architecture (SOA)
- Message Queues
- Enterprise Service Bus (Proposed)

Quality Assurance

- Source management, migration management
- Functional/Regression testing
- Stress/performance testing
- Testing tools

2.0 Network

Background

Network services accommodate an ever-increasing amount of voice, video, data and multimedia traffic to support the missions of the State of Oklahoma government. The scope of this RFP is to review vender's capabilities to deploy, transform and support converged network services for the State of Oklahoma. Appendix A describes what functionality is being considered, and how the State anticipates implementing a shared service environment.

Overall Objectives

The State expects to implement a converged network solution that will meet the needs of all State customers. The State anticipates that converged network services infrastructure from approximately 130 agencies and entities will be migrated from current platforms to the new consolidated shared service solution. The State is considering functionality designed to provide customers of the solution with unified communications capabilities that support key business processes.

Current State Profile

The following table provides a detailed explanation of specific functionality that the State is considering.

Converged Network Services Functional Capabilities

Number	Description
F-1	Voice and video communications
F-1.1	Voice Communications
F-1.1.1	The solution must support local connection service to all State locations with Centrex, business lines, small key, PBX, and ACD systems.
F-1.1.2	The solution must provide local exchange services comparable, but not limited to the functionality and similarity in features to the existing local central office (CO) based exchange services currently used within State infrastructure.
F-1.1.3	The solution must provide each of the following services at a minimum to State locations: basic dial tone, local exchange calls, intraLATA calls, interLATA calls within Oklahoma, interState calls, and international calls.
F-1.1.4	The solution must integrate with other service vendors involved in provisioning or restoring a portion of the National Security Emergency Preparedness (NSEP) service by honoring provisioning or restoration priority level assignments, or requests for assistance to provision or restore NSEP services.
F-1.1.5	The solution must ensure all primary rate ISDN circuits meet the current International Telecommunications Union- Telecommunications Standardization Sector (ITU-T) primary rate ISDN specifications and support voice-grade data transmissions.

Number	Description
F-1.1.6	The solution must ensure that all service vendors supplying underlying facilities are provided information necessary to implement priority treatment of facilities that support NSEP services.
F-1.1.7	All services delivered will be compatible with the existing switching equipment located at the serving ILECs/CLECs central offices and the agencies terminating telephone systems.
F-1.1.8	The solution must contain a table of classes of service assignable at the telephone number level.
F-1.1.9	The solution must provide end-to-end circuit connectivity for all circuits/services terminated on a demarcation (that includes extended demarcation) including installation, comprehensive testing, maintenance, and problem resolution.
F-1.1.10	The solution must offer support for fault tolerant connections to the solution provider including entrance path, peering, and vendor diversity.
F-1.1.11	The solution must provide protection from high voltage electrical surge caused when lightning strikes the cabling between the buildings.
F-1.1.12	The solution must ensure that long distance usage charges are billable to the origination station line number.
F-1.1.13	The solution must be able to control the routing of outbound traffic for cost optimization.
F-1.1.14	The solution must comply with FCC rulings on "portability."
F-1.1.15	The solution provider will keep the NPA/NXX routing information up to date and provide the updates to the State on a monthly basis.
F-1.1.16	The solution must offer long distance service with and without local phone service.
F-1.1.17	The solution must support the audio and video network and technical components for shared multi-port bridging connections between State and other end user locations.
F-1.1.18	The solution must employ a ubiquitous and universal numbering/dial plan that conforms to the North American Numbering Plan (NANP) and enables all participants to retain their existing telephone numbers.
F-1.1.19	The VoIP solution will be compatible with existing SIP devices.

Number	Description
F-1.1.20	<p>The solution must offer the following features at a minimum:</p> <ul style="list-style-type: none"> • Support to generate DTMF (Digital/Soft phone) • Support to set class of service on incoming calls (Restrict incoming calls) • Support to set outgoing calling restrictions (NPA, local, not at all, etc.) • Support for direct inward dialing (DID) • Support for caller ID suppression for non-DID numbers • Support for Group hunting • Support for abbreviated dialing common numbers • Support for abbreviated dialing individual numbers • Support for speed dialing • Support for last number dialed • Support for call back on busy • Support for call back on no answer • Support for alpha numeric display • Support for presence status display • Support for time and date display • Support for caller ID display • Support for called/calling/connected/missed called number(s) display • Support for multiple number selection (MNS) • Support for multiple directory number (MDN) • Support for the ability to record a call • Support for individual or group pick up • Support for hold, park and transfer • Support for speakerphone or loudspeaker adjustable volume • Support for context dependent soft keys • Support for single button access • Support for single number access • Support for the ability to enable/disable call forwarding per phone • Support for PIN codes to reach additional dialing plans
F-1.1.21	The solution must provide support ringing up to six numbers simultaneously on single DID.
F-1.1.22	The solution must provide support for searching across multiple devices with a single address.
F-1.1.23	The solution must provide feature transparency. After update to any hardware or software there will be no noticeable change in existing functionality.
F-1.1.24	<p>The solution must provide options for:</p> <ul style="list-style-type: none"> • Support for extension to extension within a site • Support for extension to extension between sites • Support for extension to conference solution • Support for extension to the PSTN • Support for multi-party conferencing with extensions located in the same office. • Support for multi-party conferencing with extensions located in different offices and PSTN
F-1.1.25	The solution must provide support for the option to automatically redirect a fax message to a defined email mailbox or an alternative fax machine.
F-1.1.26	The solution must offer modified equipment necessary for the use of provided services by those with disabilities.
F-1.1.27	The solution must provide a locally or remote hosted IP telephony solution for Oklahoma State. Where financially advantageous to the State, the solution should take advantage of the State's investment in IP telephony.

Number	Description
F-1.1.28	The solution must provide a web-based administrative/management platform to administer and manage the VoIP phones for role-based administration.
F-1.1.29	The solution must enable a centralized VoIP solution and/or IPT solution that progresses the State towards convergence either beginning with initial transition and/or migration.
F-1.1.30	The VoIP or telephony components of the solution shall utilize industry standard encryption technologies according to NIST guidelines.
F-1.1.31	The solution must offer the ability to use soft phones while ensuring all security standards available to phone devices.
F-1.1.32	The solution must support session initiation protocol (SIP) as a signaling mechanism.
F-1.1.33	The installed PBX systems will include and support at a minimum: VoIP, inherent ISDN (integrated service digital network), ACD, and SMDR (station message detail recording), IVR (Interactive Voice Response) capabilities, T-1 (DS1)/DS3 compatible, PBX/MLTS 9-1-1 calls supporting location information (minimum of building and floor location of caller) and station identification level and capable of enabling Telephony Services Application Programmers Interface (TSAPI) or Telephone API.
F-1.1.34	The installed PBX systems will be equipped to allow remote administration for all PBX's.
F-1.1.35	The PBX/KEY system will be configured for non-blocking and provide a platform with open face specifications which will allow intra and inter-network videoconferencing and future advances in technology without requiring non-affected elements to be replaced.
F-1.1.36	The solution must provide remote maintenance 24/7 that includes monitoring of the PBX for minor and major alarms. A technician will be dispatched for all alarms not cleared remotely, and the local site will be notified.
F-1.2	Voicemail
F-1.2.1	The solution must provide a station message detailed recording (SMDR). The solution must also be able to furnish, at a minimum, station, account, trunk and summary reports.
F-1.2.2	The voice message solution will provide adequate protection against unauthorized access and hacker fraud.
F-1.2.3	The voice mail solution will allow State administrators the ability to reset voice mail passwords.
F-1.2.4	The solution must provide message waiting indicators.
F-1.2.5	The solution must support the ability for a caller to dial a different extension while inside the voicemail systems.
F-1.2.6	The solution must support the ability for messages to be tagged as Priority, Private or both.
F-1.2.7	The solution must provide support for device interoperability for voice mail systems in respect to SIP, IP, T1/E1, QSIG, and analog devices.
F-1.2.8	The solution must provide support for a user to dial a different user extension when reaching an incorrect mailbox.
F-1.2.9	The solution must support the ability to record and change a personal greeting and name.
F-1.2.10	The solution must support the ability for users to undelete a voicemail message.
F-1.2.11	The solution must minimally offer multiple tiers of service per organizations with support of: <ul style="list-style-type: none"> • Quota size per mailbox • Maximum message length per mailbox • Message Retention policy when deleted • Message Retention Policy when read

Number	Description
F-1.2.12	The solution must provide support for standards of interoperability with other voice mail or messaging systems and integration with SIP/VPIM/TDM.
F-1.2.13	The solution must support the Audio Messaging Interchange Specification (AMIS).
F-1.2.14	The solution must provide support for the user to retrieve voice mail messages via email and/or via voice portal.
F-1.2.15	The solution must support access to voice mail messages whether the e-mail system is available or unavailable.
F-1.2.16	The solution must provide the ability to send the caller to the voice mail box without ringing.
F-1.3	Unified Communications
F-1.3.1	The solution must provide support for full integration with industry standard e-mail platforms.
F-1.3.2	The solution must provide support for authenticating against the identities of users via Active Directory and LDAP.
F-1.3.3	The solution must provide support for federated integration of external information from other applications into the instant messaging client.
F-1.3.4	The solution must provide support for secure communications between agencies using the same instant messaging software.
F-1.3.5	The solution must provide federated integration with instant messaging solutions outside of the provided service.
F-1.3.6	The solution must provide integration support for industry standard web conferencing products.
F-1.3.7	The solution must provide integration support for industry standard teleconferencing products.
F-1.3.8	The solution must provide support for Extensible Messaging and Presence Protocol (XMPP) and IRC standard.
F-1.3.9	The solution must provide support for persistent instant messaging.
F-1.3.10	The solution must provide support for setting logging of message activity by agency administrator within a GUI via policy.
F-1.3.11	The solution must provide support for multiple security policies set by an agency administrator within a GUI via policy.
F-1.3.12	The solution must provide support for the ability to deny or accept via policy set by an agency administrator the following transactions at a minimum: rich text, hyperlinks, attachments, graphics, voice and video.
F-1.3.13	The solution must provide support for continued presence for users logged onto more than one device.
F-1.3.14	The solution must provide support for time-out, calendar integration and application status (Do-Not-Disturb).
F-1.4	Directory Services
F-1.4.1	The solution must provide support for directory services to include the following features at a minimum: <ul style="list-style-type: none"> • Search by first or last name • Speak by name • Search by Extension • Dial by Department • Support for Administrator to update the application from a secure webpage. • Support for Secure access to system administration functions from a remote location using secure Web-based access • Support for Automatic call disconnect after a pre-defined number of unsuccessful login attempts
F-1.5	Automatic Call Distribution (ACD)

Number	Description
F-1.5.1	Automatic Call Distribution service will include both hosted and premise based ACD solutions.
F-1.5.2	The solution must include an ACD reporting package(s) that includes at minimum: cradle to grave, incoming and outgoing call statistics, details and trends.
F-1.5.3	The ACD solution will include the following packages at a minimum: basic to enhanced system feature packages, agent feature package set, supervisor feature package set, and management and information system feature package set.
F-1.5.4	The ACD solution will be uniformly available throughout the State regardless of office size.
F-1.5.5	Line of Business Reporting will be a part of the ACD solution. This should provide the State with daily, weekly, monthly, quarterly and yearly reports on the types of calls that are being handled by its help desk.
F-1.5.6	A diverse and redundant ACD solution will also have the ability to automatically reroute calls to the alternate server to prevent the loss of call distribution.
F-1.5.7	The same call reporting details will be provided during failover as during normal operations.
F-1.5.8	The ACD solution will include call monitoring for quality assurance purposes.
F-1.5.9	The ACD solution will include customized codes not limited to: agent not ready codes and line of business codes.
F-1.5.10	Answer supervision techniques which accurately detect the condition of the remote end device (i.e., on-hook / off-hook) will be used.
F-1.5.11	The solution must possess the ability to run ACD reports remotely.
F-1.6	Automated Systems Greeting Systems
F-1.6.1	The solution must include support for Automated Systems Greetings with the following features at a minimum: <ul style="list-style-type: none"> • Support for multilevel Automated System Greeting menus • Support for Auto-Attendant Support • Support for the Automatic Auto-Attendant switchover from night to day and holiday • Support to customize day of week, time of day and holiday schedule message • Support for multiple connections within the Auto-Attendant • Support for digit collection interpretation and transfer capabilities
F-1.7	Toll-Free Services
F-1.7.1	Toll-free services will seamlessly integrate into existing telecommunications systems to avoid impact to users.
F-1.7.2	The solution must provide 800 service features and functions.
F-1.8	911 and e911
F-1.8.1	The solution must support emergency location information of physical building address, floor and assigned quadrant at a minimum to a 911 operator.
F-1.8.2	The solution must provide support for enhanced location information specific to a cubicle and or office level.
F-1.8.3	The solution must provide support for localized call to emergency site contact in the event 911 is dialed.
F-1.8.4	The solution must include emergency locations auditing and tracking of changes.
F-1.8.5	The solution must provide support for automatic location formatting for carriers where possible.
F-1.8.6	The solution must provide support for phone tracking using IP subnets or phone movement.
F-1.8.7	The solution must provide support for direct 911 dialing as well as access number dialing (e.g., 8-911, 9-911, *99-911 etc.).
F-1.8.8	The solution must provide support for redirect of 911 calls to local public safety office if necessary.

Number	Description
F-1.8.9	The solution must ensure that all locations have transparent access to 9-1-1 emergency service via the public switched network. "Transparent" means that whether a user dials any standardized PBX or CO-based system access code for a local line, there will be no routing delays and the user will experience the same speed of access to the local 9-1-1 facility as experienced by all users of that geographic subdivision served by the 9-1-1 facility.
F-1.8.10	The solution must provide Centralized Automatic Message Accounting (CAMA) services supporting call party release and other enhanced features to locations within the State requiring enhanced 9-1-1 services.
F-1.8.11	The solution must confirm 9-1-1 emergency access from all State locations to the correct public safety answering point (PSAP) before implementing any new service to include location and call back information.
F-1.8.12	The solution must support enhanced 9-1-1 requirements and integrate with existing VoIP solutions within agencies.
F-1.9	Directory Listing Services
F-1.9.1	The solution must include Directory Listing and Assistance services. This includes providing all business, government, guide to human services, easy reference, public safety, and emergency service listings, as well as yellow page advertising as needed. Information will be provided in a timely fashion to all Directory Listing entities, which includes dialed information services as well as phone book publishers.
F-1.9.2	Information related to additions, changes, deletions and other required information to all appropriate providers, including 411, 800, or any other independent company providing Directory Assistance services will be disseminated as part of the order process.
F-1.9.3	A common source for providing all directory assistance and operator services to the State, including all public safety and emergency services will be provided as appropriate. Directory Assistance and Operator services will be available to all State locations.
F-1.9.4	Raw information provided by the State will be accepted, organized and archived for additions, changes, and deletions into the proper cap, sub-cap, indent and sub-indent formats.
F-1.9.5	The solution must coordinate and submit all information required by the appropriate telephone company responsible for Directory Listings and Assistance in its coverage area as part of the order process. Old information will be removed. All publication deadlines will be met.
F-1.9.6	All directory assistance and operator services fees will be a flat rate per call regardless of duration or distance of call.
F-1.9.7	Fees for directory assistance and operator services will be charged to the individual State locations using the working telephone number (WTN).
F-1.10	Call Recording
F-1.10.1	The solution must support the ability to record calls as authorized by the designated agency lead.
F-1.11	Audio Conferencing

Number	Description
F-1.11.1	<p>The solution must provide Audio Conferencing support with the following features at a minimum:</p> <ul style="list-style-type: none"> • Support for alert for entry and departure • Support for roll call • Support for breakout sessions • Support for mute • Support for out-bound-dial capability • Support to lock meeting • Support for screened entry • Support for reservation-less meetings • Support for recording and playback of meeting sessions • Support for meetings with no time limit for the purposes of disaster and crisis management • Support to retrieve participants list • Support for meeting controls for meeting organizer to mute, unmute, change speaking ability, record and lock • Support for a pre-recorded meeting message before start of conference
F-1.11.2	The solution must provide support for a secure web based conference scheduling interface to schedule future meetings or initiate reservation-less meetings.
F-1.11.3	The solution must provide support for email client plugin scheduling interface to schedule future meetings or initiate reservation-less meetings for the State's consolidated e-mail platform.
F-1.11.4	The solution must provide support for multiple meeting rooms for a single DID number.
F-1.11.5	The solution must provide support for a secure web based client for detail reporting of length of conference call, participates, phone numbers within conference, number or ports used, utilization of conference ports, participates time in conference call and length of conference call.
F-1.11.6	The solution must support LDAP and Active Directory secure web based system administration of Audio Conferencing features.
F-1.12	Video Conferencing
F-1.12.1	The solution must support the State's currently-deployed video systems.
F-1.12.2	The solution must provide a service between State locations to support secure video conferencing requirements. The services must be able to support SVC's, Quality of Service (QoS) capabilities, multicast, multipoint and fully meshed multicast/multipoint for video networking.
F-1.12.3	The solution must support increasing bandwidth requirements for video networking.
F-1.12.4	The solution must support all video network standards which include, but are not limited to H.320, H.321, H.323, H324, and H.310.
F-1.12.5	The solution must accommodate the State as its bandwidth requirement for video networking increases and must include new technologies, particularly Video over IP (hereinafter referred to as VIP).
F-1.12.6	The solution must provide integration with legacy Cisco/Tandberg and Polycom video endpoints.
F-1.12.7	The solution must support high definition video endpoints from industry standard manufacturers.
F-1.12.8	The solution must provide support for both telephony and video over a single extension.
F-1.12.9	The solution must provide support for remote camera control.
F-1.12.10	The solution must provide support for Computer Presentation Feature (display desktop and application only sharing).
F-1.13	Web Conferencing

Number	Description
F-1.13.1	The solution must provide support for multiple web browsers and mobile devices.
F-1.13.2	The solution must provide support for web based security encrypted connections.
F-1.13.3	The solution must provide support for forced password-protected conferences.
F-1.13.4	The solution must provide support for Web 2.0 applications.
F-1.13.5	The solution must provide support for remote application sharing.
F-2	Data Network
F-2.1	IP Services
F-2.1.1	The solution must support diverse downlink local access technologies, QoS, and VPN capabilities with the ability to support existing and future scalable needs.
F-2.1.2	The solution must allow for the virtual and secure separation of agency traffic.
F-2.1.3	The solution must accommodate the State's growing bandwidth requirements for video networking.
F-2.1.4	The solution must not throttle State traffic or throttle traffic of individual agencies that may have data intensive needs.
F-2.1.5	The solution architecture will be based upon current industry network interface standards that allow newly connected networks the ability to share some of the transport assets of other existing networks (i.e. network-to-network interface (NNI)).
F-2.1.6	The solution must support the redistribution of approved routes.
F-2.1.7	The service catalog associated with The solution must include information on the estimated network latency for primary and redundant paths on any ordered data services to the agencies to make sure it meets the State's needs.
F-2.1.8	The solution must support all data communication protocols in use within the State.
F-2.1.9	The solution must support the existing State IPv4 address space and RFC 1918 IP address configurations in conjunction with existing Network Address Translation.
F-2.1.10	The solution must provide an IPV6 strategy which includes enterprise migration plan from IPv4 to IPv6.
F-2.1.11	The solution must provide an infrastructure that supports IPv6 and IPv4.
F-2.1.12	The solution must implement IPv6 utilizing State owned IPv6 addresses.
F-2.1.13	The solution must support and enable IPV6 on all managed devices as requested by the State.
F-2.1.14	The solution must support Multiprotocol Label Switching (MPLS).
F-2.1.15	The solution must support and enable MPLS on all managed devices as requested by the State.
F-2.1.16	The solution must support QoS capabilities and reclassification of QoS if required.
F-2.1.17	The solution must utilize the State's existing resources (e.g., OSF/OneNet fiber, etc.) as part of its proposed network infrastructure for the State if it results in lower cost or greater efficiency.
F-2.1.18	The solution must ensure that basic digital transport facilities are available at a wide range of bandwidth levels.
F-2.1.19	The solution must provide inter-city and metro point-to-point, and point-to-multi-point Ethernet services.
F-2.1.20	The solution must include Ethernet solutions as part of its service offerings.
F-2.1.21	The solution must have the ability to offer diversity from the solution to customer demarcation point avoiding all single points of failure.
F-2.1.22	The solution must enable wireless service offerings that include: WiFi, WiMAX and wireless LAN with secure access and transmissions.

Number	Description
F-2.1.23	The solution must participate in the Telecommunications Service Priority (TSP) program
F-2.2	Internet Access
F-2.2.1	The solution must provide the State with an Internet access network supported by at least two different Tier 1 Internet Service Providers (ISP) with peering and full fail-over capability, physical redundancy, and geographical diversity.
F-2.2.2	The Internet access network will be capable of supporting all State inbound/outbound traffic and peak traffic at all times.
F-2.2.3	The solution must address all security, management and performance issues associated with the implementation of multiple Internet connections and multiple ISPs.
F-2.2.4	The solution must provide the State with Internet Access Network Statistics for average inbound/outbound traffic and peak traffic for each billing period.
F-2.2.5	The solution must provide the option for separate Internet domains for agencies utilizing State assigned IPv6 address space.
F-2.2.6	The solution must allow for tiered levels of billing for the State's Internet access network with the capability to make quarterly billing adjustments to occur based on bandwidth usage trends.
F-2.3	Remote Access
F-2.3.1	The solution must provide a redundant Remote Access Solution supported by two physically diverse Remote Access servers.
F-2.3.2	The solution must provide number portability to maintain all local and toll-free access numbers currently in use for the State's dial-in remote access services or provide a migration plan to convert to other access numbers.
F-2.3.3	The solution must provide a customized dialer component that provides automated selection of the local access number for individual dial access users.
F-2.3.4	The solution must provide network access control for the remote access solution.
F-2.3.5	The solution must support both client and clientless remote access.

3.0 Server Virtualization

Background

Server virtualization is the masking of server resources, including the number and identity of individual physical servers, processors, memory, and storage, from server operating systems. A software application (hypervisor) is used to divide one physical server into multiple isolated virtual environments. The virtual environments are sometimes called virtual machines, but they are also known as guests, instances, containers or emulations.

Overall Objectives

Much of the server hardware throughout the State of Oklahoma is antiquated and out of warranty, therefore putting IT data at risk if a hardware failure were to occur. Eliminating this hardware through virtualization would reduce the risk for hardware failure and reduce support costs on currently supported hardware.

Server operating systems throughout the State vary from Microsoft NT through 2008r2, Novell, and every imaginable variation of Linux. Some of these older unsupported operating systems are still in place because the agencies don't have the budgets to purchase new hardware. Reducing hardware costs would provide opportunities to upgrade from these unsupported operating systems and reduce the security risks present currently in the State of Oklahoma.

Current State Profile

The State of Oklahoma is currently consolidating all 130 State agencies IT functions to its new data center housed in the Oklahoma Office of State Finance. Server virtualization is a key strategy to dramatically reduce costs while improving overall operations capability. Currently there are 2,200 servers supported amongst the 130 agencies.

The State of Oklahoma currently has multiple server virtualization technologies in place, such as VMWare, Hyper-V, Citrix, and Terminal Server. Standardizing and consolidating on a single solution would create efficiencies in cost and technology.

4.0 Desktop Administration

Background

Desktop administration is a comprehensive approach to managing all of the personal computers within an organization. Desktop administration also includes overseeing laptops and other computing devices. ISD's definition of desktop administration tasks including device refresh, virtualization, asset management, installing and maintaining hardware and software and connecting network shares and printers.

Overall Objectives

In order to create a consistent end user experience and drastically reduce the management overhead associated with end user support, the State of Oklahoma intends to undertake a State wide enterprise desktop optimization program. Desktop optimization includes the use of standardized thin client and virtual desktop environments where possible, recognizing that some high-end technical users and executives may need to maintain a different profile and workstation infrastructure configuration.

Workstation optimization will focus on a State-wide, secure, scalable and reliable infrastructure while enabling a consistent experience and improved performance for end users. The solution should be standardized, consolidated, centralized, network-based and flexible to meet dynamic business needs. Leveraging a centralized shared service workstation approach will provide the State with the opportunity to consolidate desktop operations. The comprehensive solution should yield the following benefits;

- Enable total PC seat management across the enterprise
- Lower the overall Total Cost of Ownership for desktop endpoints while increasing availability
- Allow for complete remote endpoint management and remote user assistance
- Develop a Statewide comprehensive thin client and virtual desktop infrastructure architecture
- Develop a stagey to use virtual desktops and application delivery to increase availability and dramatically lower costs
- Develop strategy to lower hardware setup and installation costs

- Enable standards enforcement and compliance
- Improve ability to centralize software upgrade process, software distribution and patch management
- Increase security through effective mobile computing standards and encryption
- Improve asset and license management including ability to perform meaningful audits

Current State Profile

The State of Oklahoma's desktop computing environment was one of several key areas that were investigated as part of CapGemini's IT Modernization Study in 2011. CapGemini found a number of disparate architectures, numerous technology vendors, and literally thousands of software products throughout the State. The State's workstation environment is very expensive due to technology variance and decentralized management. There are approximately 32,000 end user devices within the 70 agencies that responded to the survey. There are more than 25 workstation operating systems. There were over 18,000 Windows XP nodes scanned, data capture also revealed Windows 95 and 14 different versions of MS Office.

In addition to the variations in software, at least 22 percent of the workstations in the inventory are more than 4 years old and out of warranty. Due to the lack of standardization across the enterprise, the State is saddled with a higher cost of end user management, lack of consistent security standards, and lack of data backup. Besides the cost of managing the end user environment, ensuring software compliance in such an environment is a significant challenge and security concern. The loss of support synergies, purchasing economies of scale, and cross agency integration difficulties are driving the cost of IT higher at the aggregated State level. While there are state-wide contracts with specific workstation vendors, many agencies still own and maintain workstations from other noncontract vendors, adding to the complexity and cost of end user management. They found no cohesive technology lifecycle management (TLM) process or strategy in use across the technology landscape, as evident by the following facts:

- Lack of tools to consistently manage software upgrade cycles
- More than 25 workstation operating systems.
- 14 different versions of Microsoft Office.
- More than 18,000 Windows XP Nodes, data capture also revealed instances of Windows 95.

- 34 NT devices.
- Lack of lifecycle management tools
- 706 workstations purchased in FY1999 or earlier.
- More than 6,661 personal computers out of warranty coverage (23 percent of total workstations).
- No unified technology portfolio management capability or structure exists across the State for software distribution, patch management, and standards enforcement.

The survey results indicate a very large portion of State IT assets fall outside of the manufacturer's warranty or maintenance support period. The lack of standardized technologies contributes to higher costs and requires additional staffing with specialized skill sets. Outdated technology devices are prone to a higher failure rate, longer recovery times, potential constraints on security, and increase the difficulty to deploy additional application functionality, resulting in higher operating costs and diminished end user productivity.

5.0 Storage

Background

This category refers to the persistent storage within networked devices such as SAN's, RAID, DASD, VTS as well as non-networked devices such as Tapes and external hard drives etc. The State of Oklahoma is seeking to reduce the complexity of this environment, improve the reliability and performance of storage, manage tiers of storage based on access frequency, etc., and reduce costs.

Overall Objectives

The major challenges for the State include backup, recovery and archiving need to meet services levels; managing backup windows as data volumes increase; ensuring data availability and on time recovery in case of a disaster; ensuring legal compliance; and lowering costs for the State.

Storage Management is a vital requirement for the State. Industry standards indicate annual storage growth at approximately 40 percent. Storage infrastructure and management of that infrastructure are major investments for the State. An immediate opportunity for saving the State both capitol costs and FTE resources could be realized through centralizing and consolidating its storage solutions.

The State should simplify supporting storage infrastructure by reducing the number of vendors and technologies supported. Fewer types of devices to support require less FTEs and training to support. Tiering storage will also save the State by allowing the higher end storage to be used only when necessary (mainframe for instance). Open Systems storage could be moved to less costly – but highly reliable storage. Test and development environments should be moved to even lower cost storage. The most cost effective way to do this is to centralize management of all storage.

The State also needs to take advantage of the newer storage capabilities such as de-duplication and thin provisioning. Each of these could help the State more fully utilize storage volumes. Increased usage of storage virtualization will also help save capital investment dollars.

Centrally managed storage will also save the State money by eliminating “per project” purchasing. All projects can be take advantage of the lower cost centrally managed storage.

The State has recently started to invest in Storage on Demand and should continue to do so moving forward. Doing so not only saves costs of the storage itself but the environmental and licensing costs associated with storage.

Current State Profile

Today more than 50 State FTEs support over 1400 TB of raw external disk storage (that's over 1 Petabyte) on 100 different Storage devices from 14 different vendors that comprises more than 70 diverse models of equipment. This storage is attached to over 2200 servers across the State. The reported data is estimated at roughly 50% of that capacity or about 700 TB. Vendors include primarily IBM, HP, NetApp, Hitachi, EMC, and Dell.

Types of disk systems in use today include SANS with Fiber Channel SCSI, SATA, and SAS drives; NAS with SATA and SAS drives; iSCSI with primarily SCSI drives; Mainframe DASD with SCSI and FATA drives; external connected USB drives; and other proprietary disk systems.

Some of the same points can be made for backup storage. The State uses anything imaginable for backup storage – ranging from disk to tape and everything in between. Not less than five of the major backup application and hardware vendors are included – IBM, Symantec, EMC, Microsoft, Legato, and others. Tools include Backup to Disk, Backup to Virtual Tape, Backup to Tape Cartridge, mirroring or copying data between sites / devices, and there is even some data backed up to the cloud.

Just as with Disk Storage, Backup Storage needs to be centrally managed in order to take advantage of cost savings associated with Enterprise type solutions and licensing. Doing so will also allow the State to save money, improve DR capabilities, and provide better protection for user / customer data.

6.0 Document Imaging

Background

Document Imaging includes the scanning, indexing, storage, and retrieval of both new documents and “back scanning” of archived paper. It also includes the storage, indexing, and retrieval of IT process generated documents and notices. The State currently has at least three major vendor systems in place across multiple agencies. For the context of this artifact, Imaging includes the formatting and printing of documents. This category covers areas of bulk print devices, multi-function printers and outsourced print shops. How can the State of Oklahoma reduce its cost of printing, including the management of the printing devices?

Overall Objectives

The State of Oklahoma seeks an approach that can simplify the imaging infrastructure, with improved throughput, and reduced costs. A few key salient objectives are listed below,

- Lower the overall Total Cost of Ownership for imaging systems while increasing availability.
- Consolidate all imaging systems into a single solution that works for the State.
- Develop strategy to lower hardware setup and installation costs.
- Utilize existing imaging hardware such as scanners and multi-function devices.

Current State Profile

Oklahoma has a wide range of scanners depending on the volume of scanning. We have Cannon, Fujitsu and Bell and Howell and they range from small desktop scanners to high volume scanners.

The Cap Gemini study shows that the State has at least 17 different imaging systems. The State has come up with an imaging standard for agencies new to scanning/imaging, however prior to this standardization different imaging products/systems were purchases from a wide range of vendors.

The standard requires documents to be imaged at the local agency, transmitted via the internet (HTTPS) and then viewed through the internet. This eliminates the need for special ports to be opened on both the scanning computers as well as the local PC's used to view documents

OSF offers storage services to other agencies at a minimal cost. This allows agencies to store documents and data in the OSF repository and eliminates the need for agency specific servers and storage arrays. The documents and data are currently stored on one of the SAN's.

The State has several workflow products and solutions. Some agencies heavily use the workflows while others rarely if ever use their workflow products.

Multifunction Printers (MFP's)

The State has a wide range of MFP's solutions. Standley and Xerox are the two vendors on the Statewide contract, however there are other MFP's solutions across the State. The MFP's that are set up to scan are scanning into a PDF and are not linked to the imaging systems at this time.

7.0 Vendor RFP Responses – Refer to Appendix B for Checklist

- All necessary forms – form 004SA, form 076SA, and any amendments initiated by the State must be formally acknowledged by the vendor (Appendix D).
- The vendor's response should State the name and principal place of business of the vendor, and identify the vendor's type of business entity such as a corporation or partnership. State the name, address, email address, and telephone and FAX number of the vendor representative to contact regarding all matters concerning this RFP.
- At the respondent's discretion, provide an organization chart for the vendor. Include any parent, subsidiary and affiliate companies you feel may be relevant. Please limit this to two pages maximum.
- State the categories to which the vendor is responding.
- The vendor should provide a detailed response for each category to which they are responding. Responses should include a description of the solution being proposed, including a general idea of the cost to implement. Responses may include issues such as functionality, personnel, product specifications, time frames, and other considerations.
- The projected cost to implement and proposed savings to the State over one calendar year must be included. Without this information the State will not be able to fully evaluate responses to this RFP. NOTE: The State is looking for solutions with minimal upfront investment.
- Three completed reference forms (see Appendix E), and financial status documents. Vendors should present information to demonstrate their financial status, stability 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 contractor is a subsidiary of another entity, the last three years audited financial statements or three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a contractor who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.
- Any exceptions or items for discussion on standard terms Appendix C, General Terms and Conditions.

APPENDIX A

Functional Categories

Capability Area	Definition
Functional Capabilities	
Voice Communications	The service that provides the technology, process, and policies to manage the delivery of voice information over the network.
Voicemail	The service that allows users to exchange voice information.
Unified Communications	The service that enables the integration of real-time communication services with non real-time communication information.
Automatic Call Distribution	The service that distributes incoming calls to a specific group of end points.
Automated Systems Greeting Systems	The service that enables users to record messages to playback to the caller based on a predefined set of rules.
911 and e911	The service that enables the user to call 911 through traditional voice systems as well as other unified communications end points.
Call Recording	The service that provides the ability to record calls either directly by the end user or indirectly by an authorized customer representative.
Audio Conferencing	The service that provides multiple users to participate in the same audio call through a common authorization technique.
Video Conferencing	The service that provides multiple users to participate in the same video and audio call through a common authorization technique.
Web Conferencing	The service that provides the ability to share web content with multiple users at any location.
IP Services	The service that uses the Internet Protocol (IP) to relay data packets across a network based on predefined protocols and management capabilities.
Internet Access	The service that provides access to the internet through an Internet Service Provider.
Remote Access	The service that provides access to the network from a remote facility.
Data Center Network	The service that provides highly available and redundant connectivity to the State's data center facilities to enable active-active operations and seamless failover.
Wireless Mobility	The service that provides connectivity to mobile devices using secure encryption and authentication.

Service Management and Support Capabilities	
Service Management and Support	The service that provides operational management, administration, reporting capabilities, and process support for the converged network services solution.
Installations, Moves, Adds, and Changes	The service that plans and implements various types of changes to the operational environment through a planned and collaborative process with the end user.
Hardware life-cycle management	The service that replaces legacy equipment with new equipment that provides equal or better capability.
Operations Support	The service that provides operational administration and management capabilities for the converged network services solution.
Reporting	The service that provides information on specific converged network service solution usage, service levels, audit, and other relevant attributes.
Disaster Recovery Services	The service that provides the processes, policies, and technology to enable recovery of primary services in the event of a disaster.
Migration Capabilities	
Migration Approach and Planning	The methodology to support the migration of network services and supporting infrastructure and applications from a decentralized model to a consolidated model.
Migration Execution	The execution of the plan to transform from the current decentralized network services model to a consolidated model.
Training	The education of personnel on technologies or processes necessary to support the consolidated environment.

APPENDIX B – Response Checklist

- 1) Response by the due date and time. Any amendments acknowledged by signed and submitted on or before the due date of the response.
- 2) Non-collusion form 004SA and form 076SA upon submission of response.
- 3) Vendor's Name and Address, Partnership or Corporation.
- 4) Contact Person's name, address, email, phone and fax numbers.
- 5) Organizational Chart and parent, subsidiary and affiliate companies (maximum of two pages total for this).
- 6) List Categories responding to, and a detailed response to each one. Responses should include a description of the solution being proposed, including a general idea of cost to implement. Responses may include issues such as functionality, personnel, product specifications, time frames, and other considerations. Vendors should refer to the best value criteria indicated in the "Introduction and Evaluation" section of this RFP.
- 7) Projected cost to implement and proposed savings to the State over one calendar year. The State is looking for solutions with minimal upfront investment.
- 8) Three completed reference forms (Appendix E) and financial status documents. Refer to Section 7 for details on financial status requirements.
- 9) Any exceptions or items for discussion on standard terms Appendix C, General Terms and Conditions.

Marketing materials are not required or desired. Responses should follow the layout of this RFP, and be easily retrievable and in a logical fashion.

Additional documents may be required prior to any possible award, at the sole discretion of the State.

APPENDIX C – General Terms and Conditions



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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the 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 a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Addendum" means a written modification to a contract.
- A.1.3. "Alteration" means a modification an offeror makes to a solicitation response prior to the response due date.
- A.1.4. "Alternate or alternative offer" means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.
- A.1.5. "Amendment" means a written change, addition, correction, or revision to a solicitation made by the state agency responsible for making the acquisition.
- A.1.6. "Bid" means an offer in the form of a bid, proposal or quote an offeror submits in response to a solicitation;
- A.1.7. "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier", "vendor", or "offeror" responding to a solicitation.
- A.1.8. "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.1.9. "COTS" means Commercial off the Shelf.
- A.1.10. "Contract" means the final agreement under which the services and/or products shall be governed.
- A.1.11. "Contractor" means the Business Entity with whom the State enters into this contract.
- A.1.12. "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.13. "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.14. Minor Deficiency or "minor informality" means an immaterial defect in a response or variation in a bid from the exact requirements of a solicitation that may be correct or waived without prejudice to other offerors. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- A.1.15. "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.16. "Offeror" shall be synonymous with "vendor", "bidder", or other similar term;
- A.1.17. "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.18. "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.1.19. "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. References to "State" in this document refer to the Office of State Finance.



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- A.1.20.** "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the State government, whether elected or appointed, excluding only political subdivisions of the State.
- A.1.21.** "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.
- A.1.22.** "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for an offeror to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

A.2. Offer Submission

- A.2.1.** Submitted offers shall be in strict conformity with the instructions to offeror, and shall be submitted with a completed "Responding Bidder Information" DCS-FORM-CP-076, and any other forms completed as required by the solicitation.
- A.2.2.** Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive.
- A.2.5.** All offers submitted shall be consistent with the Oklahoma Central Purchasing Act and the Central Purchasing Rules, and subject to the Information Services Act and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein, all of which are made part of this solicitation.
- A.2.6.** By submitting a proposal, contractor 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 of information.
- A.2.7.** If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit a proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.2.8.** Offeror should note that this solicitation reflects those changes in the existing operation to increase efficiencies and streamline business environment in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance on this exclusive solicitation.

A.3. Solicitation Amendments

- A.3.1.** If an "Amendment of Solicitation", DCS-FORM-CP-011 (or other format as provided), is issued, then the offeror shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the offer or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The State must receive the amendment acknowledgement(s) by the



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response due date and time specified for receipt of bids for the offer to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the State.
- A.3.3.** It is the contractor's responsibility to check the State's website frequently for any possible amendments that may be issued. The State is not responsible for the contractor's failure to download any amendment documents required to complete a solicitation.

A.4. Offer Change

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

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

By submitting an offer to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;
 - A.5.1.2.** Have not within a three-year period preceding this solicitation 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.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4.** Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its offer.

A.6. Offer Public Opening

Sealed offers MAY BE OPENED UPON PUBLIC REQUEST, by the requesting agency identified in the front page of this solicitation, at the time and date specified in the solicitation as Response Due Date and Time.

A.7. Offers Subject To Public Disclosure

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information an offeror submits as part of or in connection with an offer are public records and subject to disclosure. Offerors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.8. Late Offer

Offers received by the State after the response due date and time shall be deemed non-responsive and shall NOT be considered for any resultant award.



A.9. Legal Contract

- A.9.1.** Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.
- A.9.2.** The contract resulting from this solicitation shall consist of the following documents in order of preference: State of Oklahoma Statutes, contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer does not conflict with the requirements of the contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the contract award documents prevail over the solicitation, and both the contract award documents and the solicitation shall prevail over the successful offer.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10. Pricing

- A.10.1.** Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.
- A.10.2.** Offerors guarantee unit prices to be correct.
- A.10.3.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in performance of the contract shall be included in the total bid price/contract amount.
- A.10.4.** All costs incurred by the offerors for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the offerors. The State of Oklahoma shall not reimburse any offeror for any such costs.

A.11. Firm Fixed Price

Unless the solicitation specifies otherwise, an offeror shall submit a firm, fixed price for the term of the contract.

A.12. Pricing Requirements

If offeror pricing does not meet requirements of a solicitation, the offer may be considered non-responsive.

A.13. Manufacturers' Name And Approved Equivalents

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

A.14. Clarification of Solicitation

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

A.15. Rejection of Offer

The State reserves the right to reject any offers that do not comply with the requirements and specifications of the solicitation. An offer may be rejected when the offeror imposes terms or conditions that would modify requirements of the solicitation or limit the offeror's liability to the State. Other possible reasons for rejection of offers are listed in OAC 580:15-4-11

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 your non-responsiveness of your offer due to the lack of compliance with the terms and conditions of negotiation or the solicitation.



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A.16. Award of Contract

- A.16.1. The State may award the contract to more than one offeror by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.
- A.16.2. Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.
- A.16.3. In order to receive an award or payments from the State of Oklahoma, vendor must be registered. The vendor registration process can be completed electronically through the DCS website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.
- A.16.4. It is the preference of the State to award to a single vendor. However, the State reserves the right to award to multiple vendors when it has been determined to be in the best interest of the State.

A.17. Contract Modification

- A.17.1. The contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The contract may be modified only through a written Contract Modification, signed by the State.
- A.17.2. 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 the Office of State Finance in writing, or made unilaterally by the contractor, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the contractor shall not be entitled to any claim under a contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant contract.

A.18. Delivery, Inspection and Acceptance

- A.18.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.18.2. Contractor(s) shall be required to deliver products and services as offered on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

A.19. Invoicing and Payment

- A.19.1. Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.
- A.19.2. Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

A.20. Tax Exemption

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



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A.21. Audit and Records Clause

- A.21.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.
- A.21.2.** The contractor(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.22. Non-Appropriation Clause

The terms of any contract and any Purchase Order issued for multiple years under the contract are contingent upon sufficient appropriations being made by the Legislature or other appropriate government entity. Notwithstanding any language to the contrary in the solicitation, purchase order, or any other contract document, the procuring agency may terminate its obligations under the contract if sufficient appropriations are not made by the Legislature or other appropriate governing entity to pay amounts due for multiple year agreements. The Requesting (procuring) Agency's decisions as to whether sufficient appropriations are available shall be accepted by the contractor and shall be final and binding.

A.23. Choice of Law

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

A.24. Choice of Venue

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

A.25. Termination for Cause

- A.25.1.** The contractor may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the contractor.
- A.25.2.** The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.
- A.25.3.** If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.26. Termination for Convenience

- A.26.1.** The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.
- A.26.2.** If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

A.27. Insurance

The contractor shall maintain and provide proof to the State of the following insurance during the term of this agreement:



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- 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. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d) Professional Errors and Omissions Insurance shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate.

A.28. Employment Relationship

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

A.29. Compliance With The Oklahoma Taxpayer And Citizen Protection Act Of 2007

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

A.30. Compliance With Applicable Laws

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

A.31. Gratuities

The right of the contractor to perform under this contract may be terminated, by written notice, if the Contracting Officer determines that the contractor, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to any State employee directly involved in this solicitation. Furthermore, a contractor convicted of such violation may also be suspended or debarred.

A.32. Preclusion From Resulting Contracts

Any contractor 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 the award of such contract and from securing a sub-contractor that has provided such services.

A.33. Mutual Responsibilities

The State and contractor agree that under this Agreement:

- A.33.1.** 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.33.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.33.3.** Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
- A.33.4.** Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

A.34. Background Checks and Verifications

At the sole discretion of the State, the contractor may be subject to user background checks. The contractor must submit the required background check information to the State in a timely manner. The State may not allow any access prior to completion of background verification.



A.35. Confidentiality

A.35.1. Pursuant to Title 62 O. S. §34.12.(C.). "The Office of State Finance and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or Federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of State assets."

If required for the performance of this contract, the above information may be given to the contractor after the contract is awarded in accordance with the requirements of this section.

A.35.2. The contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.

A.35.3. The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the State's CIO, the State Agency Director, or in compliance with a valid court order.

A.36. Unauthorized Obligations

At no time during the performance of this contract shall the contractor have the authority to obligate the State or the agency for payment of any goods or services over and above the awarded contract. If the need arises for goods or services over and above the contract for this project, contractor shall cease the project and contact agency for approval prior to proceeding.

A.37. Electronic and Information Technology Accessibility

Pursuant to Title 74, Section 85.7d. and OAC 580:15-6-21 electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc

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

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

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the contractor, from any claim arising out of the contractor's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility requirements in the Standards.



A.38. Patents and Copyrights

If in the performance of this contract, contractor uses any Product covered by a third party's patent or copyright, it is mutually agreed and understood without exception that the contractor's contract prices shall include all royalties or costs charged by the third party arising from the use of such patent or copyright. If such royalties or costs are not covered in the contractor contract price, contractor's obligations are as outlined immediately below.

A.38.1. If a third party claims that a product the contractor provides to an Procuring Agency infringes that party's patent or copyright, the contractor shall defend the State against that claim at contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided the State: (i) promptly notifies the contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows the contractor to control, and cooperates with the contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize the contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

If such a claim is made or appears likely to be made, the State agrees to permit contractor to enable the State to continue to use the Product, or to modify it, or replace it with one that is at least functionally equivalent. If the contractor determines that none of these alternatives is reasonably available, the State agrees to return the product to the contractor upon written request. Contractor shall then give the State a refund equal to the net book value for the product, provided the State has followed applicable accounting principles. Net book value is the original cost of the product amortized over three (3) years using the straight-line accounting method of depreciation.

A.38.2. Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a product; (ii) modification of a product by any party other than contractor, contractor's representative or contractor's sub-contractor, or any State employee acting at the contractor's direction, or 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 contractor as a system, or the combination, operation or use of a product with any product, data, or apparatus that contractor did not provide; or (iv) infringement by a non-contractor product alone, as opposed to its combination with products contractor provides to the State as a system.

A.39. Federal Terms and Conditions

The following terms apply if federal monies are used to fund this solicitation:

A.39.1. Equal Opportunity and Discrimination

The contractor certifies they are an Equal Opportunity Employer, a provider of services and/or assistance, and is in compliance with the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, as amended and Executive Orders 11246 and 11375. The provider assures compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336), all amendments to, and all requirements imposed by the regulations issued pursuant to this act.

A.39.2. Lobbying

The contractor certifies compliance with the Anti-Lobbying law, Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

A.39.3. Drug-Free Workplace

The contractor certifies compliance in providing or continuing to provide a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988, and implemented at 45 CFR part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610.

A.39.4. Environmental Protection

If the payments pursuant to the contract are expected to exceed \$100,000.00, then the contractor must comply with all applicable Federal Laws such as Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act (33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or



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loans of facilities included on the EPA List of Violating Facilities.

A.40. Assignment

Contractor's obligations under this contract may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of the State.

A.41. 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.42. Failure to Enforce

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

A.43. Licensed Software

A.43.1. Under no circumstances shall the contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.

A.43.2. All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the contractor in performance of this contract is the responsibility of the contractor.

A.44. Contract

The contract shall be for indefinite delivery and indefinite quantity for the products/services awarded.

A.45. Conflict of Interest

Contractor must disclose any contractual relationship or any other relevant contact with any State personnel, or other State contractors involved in the development of this solicitation that result in a contract. Any conflict of interest shall, at the sole discretion of State, be grounds for termination of project involvement; provided that such termination must be made within a reasonable time after disclosure of such relationships or contacts.

In addition to any requirements of law or through a professional code of ethics or conduct, the contractor and the contractor's employees performing services for the State are required to disclose any outside activities or interests that conflict or may conflict with the best interests of the State. Further, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interests of the State of Oklahoma during the period of this agreement without prior written approval of the State. Prompt disclosure is required under this paragraph 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, other third-party individuals, or entities holding contracts with the State.

A.46. Limitation of Liability

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

A.47. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.47.1. In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of State Finance's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.

A.47.2. Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract shall remain the property of the State of Oklahoma; therefore, 'Keep Your Hard Drive' costs must be included in the offeror's proposed cost.

A.47.3. 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



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State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected offeror's 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, there shall be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

A.47.4. The State of Oklahoma IT Security Policies may be found at:

<http://www.ok.gov/OSF/documents/InfoSecPPG.pdf>

A.48. Offshore Services

No offshore services are provided pursuant to this contract.

A.49. Failure to Provide

The contractor's repeated failure to provide defined services, without reasonable basis as determined by the sole discretion of the State of Oklahoma's chief Information Officer, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

A.50. Agency Policies

The contractor's employees and/or sub-contractors must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the contractor to review and relay agency policies covering the above to the consulting staff.

A.51. Compliance with Technology Policies

The contractor 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

A.52. 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 elsewhere under this document. 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 a formal modification or amendment to the contract.

A.53. Ownership Rights

A.53.1. It is understood and agreed that the Software is being developed by the contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on contractor's reusable or pre-existing intellectual property ("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.53.2. Except for any utilities, all work performed by the contractor 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 opened by and for the benefit of State of Oklahoma.

A.54. Right of Use

A.54.1. The State has the right to use or not use the software, not including any utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, contractor shall bear no liability for any changes the State makes to such software.

A.54.2. In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion. With respect to any Utilities, the State shall have the right to perpetual, internal use of the Utilities included in the deliverable.



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A.54.3. Contractor shall assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor shall sign any such applications, upon request, and deliver them to the State. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

A.55. Source Code Escrow – Reference Title 62 O.S. § 34.31

No State agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes, nor the Purchasing Division of the Department of Central Services, unless otherwise provided by Federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the State, unless the contractor agrees to place into escrow with an independent third party the source code for the software and/or modifications.

A.55.1. The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

- a) A bona fide material default of the obligations of the contractor under the agreement with the agency;
- b) An assignment by the contractor for the benefit of its creditors;
- c) A failure by the contractor to pay, or an admission by the contractor of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the contractor 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 contractor's property;
- f) The inability or unwillingness of the contractor to provide the maintenance and support services in accordance with the agreement with the agency; or
- g) The ceasing of a contractor of maintenance and support of the software.

The fees of any third-party escrow agent subject to this section shall be borne by the contractor.

A.55.2. As used in this section:

- a) "State agency" shall include all State agencies, whether subject to the Central Purchasing Act or not, except the Oklahoma Lottery Commission; and
- b) "Source code" means the programming instruction for a computer program in its original form, created by a programmer with a text editor or a visual programming tool and saved in a file.

A.56. Right to Renegotiate

Prior to exercising the State's right to cancel a contract, the State may renegotiate an existing contract with a contractor for the purpose of obtaining more favorable terms for the State, provided that the term of the contract is not modified.

A.57. Publicity

The award of this contract to contractor is not in any way an endorsement of contractor or contractor's services by the State and shall not be so construed by contractor in any advertising or publicity materials. Contractor 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. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the State. Nor shall contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the State.



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A.58. Mandatory and Non-Mandatory Terms

A.58.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror's Proposal.

A.58.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection.

A.59. 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.

A.60. Acceptance of Request for Proposal Content

Unless otherwise provided in Section One of the Vendor's response to this Request for Proposal, all Offers shall be firm representations that the responding Vendor has carefully investigated and will comply with all terms and conditions contained in this Request for Proposal. Upon award of any contract to the Successful Vendor, the contents of this Request for Proposal, as may be amended by the Vendor's response in Section One, shall become contractual obligations between the parties. Failure to provide all proposed amendments to the terms and conditions contained in this Request for Proposal in Section One of the Contractor's response may cause the bid to be rejected from consideration for award.



B. SPECIAL PROVISIONS

B.1. Glossary of Terms

B.1.1. Contractor – A vendor, offeror, or bidder that has been awarded a contract by the State.

B.2. Contract Term, Renewal and Extension Option (Review If Only A One Year Contract)

B.2.1. The initial contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable contract provisions. The contractor 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 contractor.

(Note: Use either B.2.2 or B.2.3 whichever is applicable to this solicitation and delete the other)

B.2.2. Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there shall be XXX (X) options to renew, each for duration of one (1) year.

B.2.3. Under Oklahoma law, the State may not contract for a period longer than one (1) year. After the initial term of one year, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State will review the terms and conditions to determine validity with current state statutes and rules. If required prior to renewal, the State will work with the contractor to incorporate any required changes to this agreement.

B.2.4. The State, at its sole option, may choose to exercise an extension for 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent 90 day extensions, by mutual consent and at the contract compensation rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to new contractor.

B.2.5. Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

B.3. Contractors and Sub-Contractors Obligations

B.3.1. The contractor may use sub-contractors in support of this contract; however, the contractor shall remain solely responsible for the performance of this contract.

B.3.2. All payments for products or services shall be made directly to the contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this contract.

B.3.3. All contractor and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments shall be made to the contractor for services performed pursuant to this contract by unapproved employees of a sub-contractor.

B.3.4. Contractor's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.4. Warrants

Contractor warrants and represents that products or deliverables specified and furnished by or through the contractor shall individually, and where specified by contractor to perform as a system, be substantially uninterrupted and error-



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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. During the warranty period, defects in the products or deliverables specified and furnished by or through the contractor shall be repaired or replaced by contractor at no cost or expense to the State.

B.5. Administrative Fee (Use Only For Statewide Contracts)

The Office of State Finance (OSF) imposes, and contractors agree to pay, a fee in the sum of ½ of 1% of the combined total quarterly expenditures under this contract. This fee amount is to be noted on the quarterly "Contract Usage Report" and paid by the contractor, to OSF within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting".

The check should be mailed to:

a) Address:

Office of State Finance
Finance Unit
3812 N. Santa Fe
Suite 290
Oklahoma City, Oklahoma 73118-8500
Attention: CFO

b) Note: The checks for administrative fees are to have the following information on the check stub:

- Statewide contract #,
- Quarter and Year reporting,
- e.g. SW207 4th qtr, 2011

B.6. Contract Usage Reporting Requirements (Use Only For Statewide Contracts)

The State requires quarterly reporting of acquisitions made against the resulting contract in two different formats. The exact reporting formats shall be provided to the contract awardees.

a) Contract Usage Reporting

Contractor shall provide quarterly usage reports, indicating the purchase order of the acquiring agency, the dollar amounts sold to all entities through this contract, plus grand totals, which include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, Municipalities, or political subdivisions. The contractors awarded this contract shall receive a "Sample Report" prior to the first quarter due date.

b) Item Detail Usage Reporting

Contractor shall provide quarterly item detailed usage reporting. The report format shall be provided to the contract(s) awardee; however, for informational purposes the report requirement shall include information like the following:

1. Purchasing agency/entity
2. Order date
3. Order #
4. Invoice #
5. Manufacturer #
6. Manufacturer
7. Description
8. Product Category
9. Standard Configuration #
10. Quantity



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11. Unit List Price
12. Unit Oklahoma Price
13. Extended Price

B.6.1. Reporting Requirements

- a) Reports shall be submitted quarterly regardless of quantity.
- b) Usage Reports shall be delivered, by email to StatewideContractReports@osf.ok.gov within 30 calendar days upon completion of the quarterly reporting period cited below.
- c) Contract quarterly reporting periods shall be:
 - January 1 through March 31
 - April 1 through June 30
 - July 1 through September 30
 - October 1 through December 31

- B.6.2.** Failure to provide usage reports may result in cancellation or suspension of contract. It is the contractor's responsibility to notify the contracting officer of any delay in providing this report as defined.

B.7. Web Site Requirements (Use Only For Statewide Contracts)

Manufacturer will provide a web page devoted to the awarded products for the State of Oklahoma Contract. The State of Oklahoma will provide an Internet link from their web page to the manufacturer's contract web page.

B.7.1. The basic web page for the State of Oklahoma contract will include the following:

- a) A listing of the contact personnel of the awarded vendor and the pertinent contact numbers.
- b) Vendor's ordering address
- c) Vendor's remittance address
- d) "How to Use" instruction for using their web site
- e) Pertinent contract information detailing the required State of Oklahoma contract numbers and applicable State of Oklahoma commodity codes.
- f) A complete product listing including retail price list with the applicable State of Oklahoma awarded pricing.
- g) A general category grouping of products available for ease in researching products.
- h) This general category grouping must have an expanding tree of information for the products available in that category. The web site must then have the capability to pick one of the general categories and go to a product specific page that details the information concerning that particular product.
- i) Printing a Quote Page. Once the end user has determined their needs, they will need a printable quote with quote number and/or quote date. The quote number/date must be valid for at least thirty (30) days to allow agencies time to process internal paperwork.

B.8. Authorized Users (Use Only For Statewide Contracts)

During the term of this contract, any government entities, as defined herein, may utilize this contract. Under this contract, the State of Oklahoma bears no liability for the actions of counties, school districts and municipalities and the privities of contract exists solely between the contractor and the county, school board or municipality.

B.9. Commercial Off-The-Shelf (Cots) Software

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

APPENDIX D – Vendor Forms for Submission



State of Oklahoma
Office of State Finance

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.

Solicitation or Purchase Order #: 0900000055

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.

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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Responding Bidder Information

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

1. **RE: Solicitation #** 0900000055

2. **Bidder General Information:**

FEI / SSN: _____ VEN ID (if unknown, leave it blank): _____

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

NO - Exempt pursuant to Oklahoma Laws or Rules

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

YES – Filing Number: _____

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

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

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

YES – include a certificate of insurance with the bid

NO – attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2001, § 2.6 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>

² For frequently asked questions concerning Workers' Compensation Insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation/index.html

Appendix E-1

Company References Summary

1. The Offeror is responsible for verifying that their information is accurate prior to submission. The company reference section below should be completed for each of the required three references.
2. The reference list must contain different projects. You cannot have multiple people evaluate the same project/service. However one person may evaluate several different projects/services.
3. The past project may contain completed past projects and on-going projects (provided the on-going projects have been initiated).
4. The Reference List must include all fields.
5. All surveys must be signed by the evaluator and returned with bid response.
6. *The State of Oklahoma may contact the reference to clarify a survey rating, check for accuracy, or to obtain additional information. if reference cannot be contacted, the survey will not be evaluated.*
7. *A minimum of three (3) references is required.*

Company Name _____

Name of the person providing the reference	Phone Number- Current phone	Fax Number	E-Mail Address	Client Name Company or Institution the work was performed for	Project Name – Name for the project	Project Duration – MM/DD/YYYY to MM/DD/YYYY	Cost of Project

Appendix E-2

Company Past Performance Reference Sheets

1. *The Offeror is responsible for verifying that their information is accurate prior to submission to the state. The three required reference sheets should be sent out to each reference for completion and submitted with the proposal response. Only forms completed by the reference should be submitted to the state.*
2. *The reference list must contain different projects. You cannot have multiple people evaluate the same project/service. However one person may evaluate several different projects/services*
3. *The past project may contain completed past projects and on-going projects.*
4. *The Reference List must include all fields.*
5. *All surveys must be signed by the evaluator and returned with bid response.*
6. *The State may contact the reference to clarify a rating, check for accuracy, or to obtain additional information. If the reference cannot be contacted, the survey will not be evaluated. One or more bad references or falsification of information may result in elimination of the company from the evaluation process.*
7. *A minimum of three (3) surveys is required.*

You may make additional copies of the survey document as needed

Offeror's Company
Past Performance Reference

State of Oklahoma

To: _____
Name of person completing survey

Phone: _____

E-mail address: _____

Fax: _____

Subject: Past Performance Survey of:

Company Name _____

The State of Oklahoma is requesting ideas for efficiencies within the Information Services Division of the Office of State Finance. The information will be used to assist the State in the selection of firms to perform various projects. The firm/individual listed above has listed you as a client for which they have previously performed work for. We would appreciate you taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would use the firm/individual again) and 1 representing that you were very unsatisfied (and would never use the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge of past performance in a particular area leave it blank.

Client Name: _____

Project Name: _____

No.	Criteria	Unit	
1	Ability to meet client's expectations	1-10	
2	Ability to manage cost		
3	Ability to integrate and interface existing programs		
4	Ability to increase value		
5	Ability to communicate		
6	Ability to identify and minimize users risk		
7	Leadership ability (minimize the need of owner/client direction		
8	Your comfort in using the firm/individual again based on performance		

Printed Name (Evaluator)

Signature (Evaluator)

Thank you for your time and effort in assisting us in this important endeavor.

Please fax back to _____