



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

Solicitation

1. Solicitation#: 0900000080

2. Solicitation Issue Date: 03/21/2013

3. Brief Description of Requirement:

The State of Oklahoma Office of Management and Enterprise Services is currently accepting proposals from qualified suppliers for a two part solution for Telecommunication Expense Management (TEM).

Part one requires a solution to conduct an Initial Statewide Telecomm Audit. Part two requires a solution that will be an Ongoing – Telecomm Expense Management (TEM) - Hosting Services. The resulting contract will be awarded on an ALL OR NONE basis.

4. Response Due Date: 04/25/2013

Time: 3:00 PM CST

5. Issued By and Return Sealed Bid To:

Personal or Common Carrier Deliver:

**Office of Management & Enterprise Services
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105**

U.S. Postal Deliver:

**Office of Management & Enterprise Services
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105**

6. Contracting Officer:

Name: Hurtisine Franklin

Phone: (405) 521-6419

Email: Hurtisine.Franklin@omes.ok.gov

7. Solicitation Type:

Invitation to Bid

Request for Proposal

Request for Quote

Request for Information



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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. "Close of business" means 5:00PM Central Time.
- A.1.13. "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.14. "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.15. 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.1.16. "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.17. "Offeror" shall be synonymous with "vendor", "bidder", or other similar term;
- A.1.18. "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.19. "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.1.20. "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.
- A.1.21. "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.1.22. "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.1.23. "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)", OSF-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, 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", OMES-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 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. 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 580:16-3-19.

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.

A.15. Award of Contract

- A.15.1. 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.15.2. Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3. 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.15.4. 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.16. Contract Modification

- A.16.1. 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.16.2. 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.17. Delivery, Inspection and Acceptance

- A.17.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The 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.17.2. 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.18. Invoicing and Payment

- A.18.1. 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.18.2. 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.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful 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.20.2. 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.21. 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.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

- A.24.1. The 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.24.2. 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.24.3. If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1. The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director 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.25.2. If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

A.26. Insurance

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

- 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.27. 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.28. 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.29. Compliance With Applicable Laws

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

A.30. 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.31. 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.32. Mutual Responsibilities

The State and contractor agree that under this Agreement:

- A.32.1. 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.32.2. This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.32.3. 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.32.4. 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.33. 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.34. Confidentiality

- A.34.1. 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.34.2. 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.34.3. 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.35. 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.36. **Electronic and Information Technology Accessibility**

Pursuant to Title 74, Section 85.7d. and OAC 580:16-7-56, electronic and information technology procurements, solicitations, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of Management Enterprise Services.

Such 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.
- 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.

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

A.37. **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.37.1. 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.37.2. 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.38. **Federal Terms and Conditions**

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

A.38.1. **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.38.2. **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.38.3. 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.38.4. 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 loans of facilities included on the EPA List of Violating Facilities.

A.39. 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.40. 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.41. 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.42. Licensed Software

- A.42.1. 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.42.2. 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.43. Contract

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

A.44. 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.45. 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.46. Media Ownership (Disk Drive and/or Memory Chip Ownership)

- A.46.1. 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.46.2. 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.46.3. 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 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.46.4. The State of Oklahoma IT Security Policies may be found at:

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

A.47. Offshore Services

No offshore services are provided pursuant to this contract. The use of State of Oklahoma information by Contractor Services located internationally will be limited to Implementation and Service Support. No proprietary information can be used for troubleshooting without permission from an authorized Office of State Finance (OSF) Representative.

A.48. 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.49. 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.50. 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.51. 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.52. Ownership Rights

- A.52.1. 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.52.2. 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.53. Right of Use

- A.53.1. 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.53.2. 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.
- A.53.3. 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.54. 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.54.1. 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.54.2. 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.55. 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.56. 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.

A.57. Mandatory and Non-Mandatory Terms

- A.57.1. 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.57.2. 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.58. Non Tobacco – Smoke Free

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

A.59. OMES/ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act (62 O.S. §§ 35.1 – 35.9), OMES/ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES/ISD to acquire necessary hardware and software, and directs OMES/ISD to authorize the use of these assets by other State agencies. OMES/ISD, as the owner of information technology assets, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the vendor.

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.

A.61. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. 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

- B.2.1. 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 four (4) options to renew, each for duration of one (1) year.
- B.2.2. After the initial term of one year, prior to each renewal, the State may review the terms and conditions to determine validity with current state statues and rules. If required prior to renewal, the State will work with the contractor to incorporate any required changes to this agreement.
- B.2.3. 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.2.4. 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. State Owned Telecommunication Data

All Telecommunications data is owned by the State of Oklahoma and shall be provided to the State by the successful contractor upon request.

B.4. Contractors and Sub-Contractors Obligations

- B.4.1. 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.4.2. 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.4.3. 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.4.4. 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.5. 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-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.6. Administrative Fee

The Office of Management and Enterprise Services (OMES) 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 OMES 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 Management and Enterprise Services
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.7. Contract Usage Reporting Requirements

B.8. 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
11. Unit List Price
12. Unit Oklahoma Price
13. Extended Price

B.8.1. 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.8.2. 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.9. Web Site Requirements

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.9.1. 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.10. Authorized Users

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 provisions of contract exists solely between the contractor and the county, school board or municipality.

B.11. Commercial Off-The-Shelf

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.

B.12. Type of Contract

This shall be a mandatory statewide competitive contract(s) that is available to all State agencies. Other government entities may avail themselves of this contract.

As stated above, the resulting contract shall be a mandatory statewide contract, which means all State agencies should use the contract for the services specified herein, unless the Ordering Agency has received a written exception from the contracting officer. The State of Oklahoma reserves the right to conduct separate procurement process' to establish contract(s) for the same or similar services for any agency's specific project.

B.13. Contractor Services

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

B.14. Ordering

Any services to be furnished under this contract shall be ordered by the issuance of written purchase orders by the State agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any purchase order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

C. SOLICITATION SPECIFICATIONS

C.1. Overview

The State of Oklahoma Office of Management and Enterprise Services is currently accepting proposals from qualified suppliers for a two part solution for Telecommunication Expense Management (TEM).

Part one requires a solution to conduct an Initial Statewide Telecomm Audit. The successful contractor will conduct an initial audit of all Statewide Telecommunications Invoices, Contracts, and Recovery of historical charges billed in error. The proposed cost of the initial audit project will be a percentage based on recovered savings to the state.

Part two requires a solution that will be an Ongoing – Telecomm Expense Management (TEM) - Hosting Services. The proposed Ongoing Solution will result in –Statewide Contract Agreement. The proposed (TEM) solution must provide Ongoing Auditing, RFP development, Contract Negotiations, Services to Optimize Telecommunication Contracts, Dispute Management and resolution of invoices, and Consolidation of All State Agency Telecom Expense under a Telecommunications Managed Services. Proposed solution must be all inclusive. The resulting contract will be awarded on an ALL OR NONE basis.

C.2. Background

C.2.1. Current Telecom Expense Management

The State of Oklahoma Agencies currently spends approximately \$27,000,000 annually. The State of Oklahoma OneNet Division's current spend is approximately \$9,300,000 annually. The Oklahoma Office of Management and Enterprise Services provides centralized phone service for the State Capitol Campus. The State of Oklahoma OneNet Division provides data networking Statewide. The Wire line and Wireless environments outside of the State Capitol Campus are managed by the individual Oklahoma State Agencies.

C.2.2. Summary of Telecom Environments to Be Audited & Managed

OMES - State Agencies

• Number of sites	2,000
• Total number of monthly Telecom invoices	1,185
• Number of mobile devices	5,000
• Number of service providers — fixed data, voice & mobile	165
• Number of Agencies	226
• Number of local order requestors	226

OneNet – Higher Education

• Number of sites –	1,009
• Number of circuits -	1,328
• Total number of monthly invoices — fixed data -	87
• Total monthly spend for fixed data services -	\$780,000
• Number of service providers — fixed data -	29
• Number of new installs, upgrades, and re-provisioning orders per year –	236
• Number of disconnects per year -	96
• Number of local audit analysts employees for accounts payables -	3
• Number of Business Services employees -	7

C.3. Specification/ Requirements- Initial Audit- of Telecomm Contracts

Statewide Audit of Telecommunications Invoices and Contracts - Professional Services - Historic Audit

- C.3.1. Offerors proposal shall include an implementation plan for the initial audit of all Statewide Telecommunications Invoices, Contracts, and Recovery of historical charges billed in error.
- C.3.2. Offeror shall describe their process for obtaining refunds for billing errors and audit methodology,
- C.3.3. Offeror shall prove a brief narrative on the statues of limitations that may affect refunds and your resolution process with Telecom Service Providers.
- C.3.4. Offeror shall provide established timelines from date of award. Timelines shall include contract, invoices, and recovery.
- C.3.5. Offerors shall submit a brief narrative, minimum of two pages for the following:

- a) detail steps for conducting a Statewide Audit of Telecommunications invoices and Contracts a
 - b) Offer shall provide references and examples where offeror has performed Statewide Audit of Telecommunications, Invoices and Contracts, and Recovery services.
 - C.3.5.1. Offeror may also submit in detail any Telecommunication Audit services performed other than State government. Offeror must provide references and examples for services performed
 - C.3.5.2. process for obtaining vendor historical invoices
 - c) State of Oklahoma's roll and provide a list resources required during the historical audit.
- C.3.6. Offeror must provide the formula for how the baseline current charges will be determined prior to identifying the audited savings.
- C.3.7. Offeror will develop a standardized plan and method for of centralizing the historical audits credit recovered

C.4. Ongoing Solution – Hosting Services Telecomm Expense Management (TEM)

The proposed (TEM) solution will provide Ongoing Auditing, Contract Negotiation Services to Optimize Telecommunication Contracts, Dispute Management and resolution of invoices, and Consolidation of All State Agency Telecom Expense under a Telecommunications Managed Services. The scope of work shall include gathering contract information for all telecom, voice and data services, (long distance, fixed data, local, wireless, and international) system and services optimization. The proposed Ongoing Solution will result in -Statewide Contract Agreement.

The proposed solution must be capable of gathering client demand sets (traffic patterns, private lines, etc.) and provide an unbiased review balancing service quality with savings and costs of changing (provisioning costs, MARCs, penalties) telecom service providers.

- C.4.1. The successful contractor shall make recommendations by evaluating existing providers and competitive offerings.
- C.4.2. The successful contractor shall be required to make an assessment of Fair Market Value of state owned fiber for resale.
- C.4.3. The successful contractor shall evaluate existing providers and competitive offerings and make recommendations to client for changes based on evaluation results. Upon client approval, the contractor shall:
 - Develop and issue an RFP to telecom service providers as required
 - Evaluate responses
 - Make contract award recommendations
 - Negotiate new contracts
 - Mitigate risk (on behalf of client) in the terms, cancellation penalties, etc.,
 - Document cost savings and risk mitigation benefits
- C.4.4. The successful contractor shall be responsible for monitoring all telecomm contracts new and existing for renewal dates and expiration dates. Contractor shall identify and make recommendations to client and assist as required in renegotiating contracts with terms that contain options to renew.
 - C.4.4.1. Offeror's proposal shall list resources used by the offeror to determine telecom rates and current benchmarks.
 - C.4.4.2. Offeror shall provide in detail offeror's methods for comparing telecom providers quotes, service levels and the formula used for determining the best offer.
 - C.4.4.3. Offeror shall provide a list of professional services offered for physically performed audit services
 - C.4.4.4. Offeror shall describe in detail how the proposed solution identifies or assist in identifying unused services.
 - C.4.4.5. Offeror shall describe in detail how the proposed solution manages contract updates from carrier's addendums and other online changes
- C.4.5. System and Service Optimization

Offeror's proposed solution must have processes and capabilities to identify savings opportunities to ensure users have the most cost-effective voice and data plans based on their consumption patterns.

C.4.5.1. System and Service Optimization shall include the following:

- a) Usage management of telecom products and services
- b) review and recommendations for optimization of rate, service, or equipment plans
- c) Offeror shall make recommendations for changes and savings verification

C.4.5.2. Offeror **must** describe in detail all of the following, please include any applicable examples:

- a) What items are validated on invoices?
- b) how billing errors are identified
- c) Process for reconciling customer service records and billing validating charges by comparing invoice with MACD activity (e.g., circuit disconnected or not active, but billed)
- d) verification of physical existence of services
- e) reconciling physical inventories with billing
- f) resolving issues with carriers
- g) Validation of invoice charges with contracts and other special pricing. Is this process automated?
- h) Validation of surcharges and taxes on telecom bills
- i) Process / method used to identify charges for cramming and slamming
- j) Process / method to verify credits, prorated charges and waivers
- k) How unused or underutilized services are identified
- l) How the proposed solution identifies services that do not have contracts
- m) How the proposed solution identifies instances where the lowest available pricing is not utilized

C.4.5.3. Offeror shall list any third party reference systems assisting in invoice validation processes

C.4.5.4. Offeror shall list alerts that trigger an audit maybe required

C.4.5.5. If Offeror proposed solution provides grooming of services, offeror shall provide a brief narrative, a minimum if two pages for the following:

- a) Optimization efforts for grooming of services to higher capacity lower cost services? (For example if the price of a T3 line is more competitive than six or eight T1 lines, A T3 line is equivalent to 28 T1 lines. As part of this program, will you groom or replace T1 lines with a T3 to reduce costs.)

C.5. **Specifications/Requirements- Hosting Services Telecomm Expense Management (TEM)**

C.5.1. Implementation

C.5.1.1. Offerors proposal shall include the implementation process for the Ongoing-Telecommunications Hosting Services

C.5.1.2. Offeror shall provide an overview of their TEM support tools including solution diagram of the main architecture elements

C.5.1.3. Offeror shall provide a list of any requirements for additional solution components to be installed at The State of Oklahoma sites.

C.5.1.4.

C.5.2. Procurement and Order Management

Offeror's proposed solution shall provide service and device order fulfillment, customer advocacy, and help desk services through a web-enabled system or live TEM agents.

C.5.2.1. Offeror shall list all service providers / service type order templates available today that support automated procurement.

C.5.2.2. Offeror will submit a detailed narrative, describing the following:

- a) How the proposed system creates, track, and manage orders through the procurement lifecycle from quote, MACD, milestone tracking, fulfillment to inventory update.
- b) The proposed system's ability to reference special pricing, contracts and quotes
- c) Users ability to submit bulk orders with minimum data entry

C.5.3. Approval Management

C.5.3.1. Offeror shall provide in detail the proposed system's ability to route, process and track manager approval s.

C.5.3.2. Offeror's proposal shall include a diagram the proposed solution's multi-tier approval process

C.5.4. Service Changes and Disconnects

Offeror's proposed solution shall have the ability to manage changes to orders and disconnects of circuits, wire line devices and service plans.

C.5.4.1. Offeror's shall describe in detail their process for the following:

- a) Moves
- b) Additions
- c) Changes
- d) Disconnects
- e) Process use for adding, changing, or removing use cases
- f) Average time to configure and adjust

C.5.4.2. Offeror shall describe their change management process and guaranteed response time for the following situations (please provide a definition for each):

- a) Emergency
- b) High impact
- c) Medium impact
- d) Low impact
- e) No impact (administrative change)

C.5.5. Inventory & Contract Management

Offeror shall provide tracking and maintain inventory management of wired telecom devices and services.

C.5.5.1. Offeror shall describe how the proposed solution will

C.5.5.2. Track and report assets

C.5.5.3. Create and verify inventory

C.5.5.4. How and when inventory is validated

C.5.5.5. Offeror shall describe in detail the following for the proposed solution:

- a) The level of detail provided for inventory
- b) System references for circuit, private lines, frame relay, ATM, MPLS
- c) Offer shall list of available options to track privately owned Fiber statewide

C.5.5.6. Offeror shall describe how the proposed solution combines all inventory items, offeror must specify if combined items or on a consolidated database.

Response to this requirement shall include all of the following:

- voice,

- data,
- wireless products,
- communications inventory lines,
- trunks,
- circuits,
- toll free 800
- advanced features,
- frame relay,
- access services,
- wireless,
- private Fiber and associated hardware

C.5.5.7. Offeror shall describe in detail the proposed solution's ability to perform the following:

C.5.5.8. Link inventory items to reflect network functions and infrastructure

C.5.5.9. Allow customers access to inventory and the ability to sort it with filtering by type (T1, T45, OC#, wireless, locations, etc)

C.5.5.10. Link one inventory item to multiple supplier billing accounts

C.5.5.11. Identify which functions require manual entry and functions and automatically update the inventory.

C.5.6. Dispute / Resolution Management

Offeror's proposed solution shall have the ability to manage and resolve disputed billing errors and invoicing disputes with the telecom providers.

C.5.6.1. Offeror shall include sample reports or screenshots and escalation techniques used in dispute management.

C.5.6.2. Offeror shall provide a detailed description for the following:

- a) The State of Oklahoma's roll and resources required during dispute management
- b) Professional services utilized for dispute management and resolution.
- c) Method (s) used to ensure timely and accurate resolution of billing errors
- d) Mechanisms used provide information to customers regarding the status of pending and received refunds/credits
- e) Method (s) use to monitor dispute "aging"
- f) How the proposed solution associates disputed log items with circuit/service, invoice, and/or account
- g) Method (s) used to communicate disputed items with service providers
- h) How the proposed solution tracks and validates credits against disputed log items
- i) How the proposed solution addresses deductions of disputed amounts,
 - short payments for invoices,
 - accruing for an unpaid portion of an invoice
 - accruing for the full invoice amount

C.5.7. Auditing & Invoice Management

Offeror's proposed solution shall provide auditing and reconciliation of all telecom invoices as well as ensure invoices are consistent with contractual terms and conditions.

Offeror shall provide in detail how the proposed solution will meet the following requirements:

C.5.7.1. Converting paper invoices to electronic invoices

- C.5.7.2. Receipt of electronic data from providers (mail of physical media, FTP, direct connection such as a T1, EDI)
- C.5.7.3. Workflow from invoice receipt through payment
- C.5.7.4. The average time between receipt of an invoice, when it is ready for customer approval and payment
- C.5.7.5. Procedure for processing paper invoices when electronic billing media is not available
- C.5.7.6. Level of detail for telecom invoices entered into the system
- C.5.7.7. Level of detail variation for different billing media
- C.5.7.8. Quality control procedures o ensure accurate data entry and mapping
- C.5.7.9. Length of time invoice information is accessible and available for online viewing
- C.5.7.10. Procedure for monitoring Vendor Service Level Agreements

C.5.8. Bill Payment

The proposed solution shall have the ability, and methods to process required telecom bill payment to service providers on the behalf of the State of Oklahoma. The solution must provide electronic fee with payment and general ledger information to the state's accounting system

- C.5.8.1. Offeror shall provide detailed description of the following, please provide any applicable examples
 - a) Current accounting systems supported by offeror
 - b) Method use by offeror to track payment history at the provider account and invoice level
 - c) Processes which allow the offeror to process electronic feed from client's accounting systems with check/advice number, amount paid and date
 - d) Method /process used to address late payment penalties for missing bills or failure to process bills on time
 - e) Outsource environment
 - f) Method / process resolving services providers collection call and who is responsible for these issues

C.5.9. Cost Allocation-Chargebacks

The proposed Telecom Expense Management solution must provide processes for administering usage charge backs.

- C.5.9.1. Offeror shall provide the level of detail used for cost charge-back
 - o Summary, invoice, circuit, and or USOC level
 - o Individual, department, location, and or region level
- C.5.9.2. Offeror will describe how the level of detail used for cost chargeback vary based on billing media (EDI, FTP, paper)
- C.5.9.3. Offeror shall in describe detail the applicable chargeback rules for fixed percentages from some expenses and allocations based on consumption or a combination of the two
- C.5.9.4. Offer shall describe in detail system integration and/or process automation available to propagate change from the state's Enterprise Resource Planning, Human Resource, Help Desk, and Accounts Payable systems
- C.5.9.5. Please describe the options for identifying and tracking cost and chargebacks for Federally Funded programs.

C.5.10. Incident Management and Problem Escalation

The proposed Telecomm Expense Management solution must provide procedures for incident management resolutions and problem escalation.

- C.5.10.1. Procedure must show how the offeror will address problem situations as they occur and timeframes for resolution and levels of escalation during the performance of the contract.
- C.5.10.2. Offeror's process for establishing the existence of a problem
- C.5.10.3. Reporting methods and available options
- C.5.10.4. Repair/restoration status updates — for different types of problems
- C.5.10.5. Client's ability to open and track trouble tickets online
- C.5.10.6. How trouble tickets are closed and reported
- C.5.10.7. Initiation and follow through on customer-initiated trouble tickets
- C.5.10.8. The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution,
- C.5.10.9. Circumstances in which the escalation will occur in less than the normal timeframe,
- C.5.10.10. The nature of feedback on resolution progress, including the frequency of feedback,
- C.5.10.11. Identification of and contact information (name; title; address; telephone and fax numbers; and e-mail address) for progressively higher levels that would become involved in resolving a problem,
- C.5.10.12. Contact information (same as above) for persons responsible for resolving issues after normal business hours (*i.e.*, evenings, weekends, holidays, etc.) and on an emergency basis
- C.5.10.13. Escalation process for installation service dates and other commitments that are not met for fixed and wireless services
- C.5.10.14. Process for updating and notifying the State Project Manager of any changes to the Problem Escalation Procedure
- C.5.10.15. Offeror will describe how the following are handled: requests for details about open defaults, who reported, when reported, etc.

C.5.11. Reporting-and Tracking Requirements

The proposed solution shall have the ability to provide the State of Oklahoma with electronic versions of required reports, to include, but not limited to: conformance, billing analysis, exception and variance, inventory, trending, forecasting budget, activity management, usage, and invoice.

- C.5.11.1. Offeror shall list their standard and dashboard reports,
- C.5.11.2. Offeror shall describe the following for the proposed solution:
 - a) Custom report capabilities
 - b) Capability to support individual users or designated role requirements
 - c) Custom search
 - d) Filtering capabilities
- C.5.11.3. Can reports be automatically scheduled and distributed to specific recipients (push technology), or do they have to be run manually? Please provide detailed description..
- C.5.11.4. Offeror shall describe how accruals are supported for the following:
 - a) Missing Invoices - Invoices expected, but not received
 - b) accruals for usage
 - c) whether zero charge invoices, periodic usage impact accrual calculations

C.5.11.5 Does the proposed solution automatically report on Minimum Annual Revenue Commitments (MARC)s for each contract and contract expiration dates? Please provide detailed description.

C.511.6. Offeror shall describe in detail how the proposed solution

- a) Maintains the history of all requests and orders
- b) Tracks all inventory changes

C.511.7. Offeror shall describe the following for the proposed solution

- a) The ability to allow users to generate ad hoc reports and statistics
- b) The ability for Technical Support Staff to access and view all services by location or service.
- c) The capability to allow users to manage and update static data and dropdowns in the tool.

C.6. Hosting Services Technical Environment Requirements

C.6.1. Web Content- Security –Data Storage

The proposed solution must be web-enabled using Secure HTML at a minimum the solution must be able to be accessed through Internet Explorer and Mozilla Firefox.

C.6.1.1. Offeror must describe the proposed TEM solutions backup processes and capabilities

C.6.1.2. Offeror shall list security standards met by the proposed solution.

C.6.1.3. Offeror shall provide a brief narrative of their processes and methods for keeping client data secure at an **application, network and operations** level.

C.6.1.4. Offeror will list available options for exporting data

C.6.1.5. Offeror will list types of data that can be exported in Microsoft Excel

C.6.1.6. Offeror shall describe methods used for exporting data

C.6.1.7. Offeror shall list available options for storing accounting data for a minimum of seven years.

C.6.1.8. Describe the level of security available for change and disconnect users.

- o Can users be limited to changes and disconnects on specific vendor accounts only?
- o Can approvers be notified of change and disconnect requests for final approval?

C.6.1.9. Does the solution provide multiple security roles such as Technician, Order Coordinator, Agency approver, etc? Please describe tiered approver process.

C.6.1.10. Offeror shall submit a diagram of the available security hierarchy.

C.6.2. Interface

The State of Oklahoma uses PeopleSoft CRM, A/R, Assets, Inventory, & Purchasing Modules. The OneNet Higher Education division currently uses both Remedy and Banner. The proposed TEM solution is required to have the ability to integrate with PeopleSoft, Remedy & Banner software.

C.6.2.1. Offer shall provide detailed documentation on the integration between the proposed TEM solution and PeopleSoft, Remedy and Banner

C.6.2.2. Offeror shall provide detailed information for the following:

- a) Which enterprise systems the proposed solution interface with and how is security managed for these interfaces?
- b) List all third party applications that can be integrated with the proposed solution
- c) The number of third party application that can be interfaced to each instance to the proposed TEM Solution
- d) How the multiple Interfaces will be supported and maintained.

- e) Offeror's policy for providing updates to the interface when required
- C.6.2.3. Offeror shall provide information on available options that will allow State Agencies and OneNet divisions to operate Independent TEM solutions and maintain the ability to share service information by location
- C.6.2.4. Offeror shall describe the workflow logic and methodology for linking together requests, orders, inventory, disputes and billing so that an inventory item can be related back to an order and a request for service.
- C.6.2.5. Offeror shall describe available options that will allow inventory information on circuits, cost, provider and Network equipment to be gathered in a format that can be exported and directly used by Arc GIS 10.1.

C.6.3. Disaster Recovery

The successful contractor shall conduct periodic tests to ensure that disaster recovery procedures are current on Managed solutions.

- C.6.3.1. Offeror shall describe their disaster recovery processes
- C.6.3.2. Offeror shall describe their business continuity and disaster recovery plans.
- C.6.3.3. Offeror shall describe their process for back-up and archive of clients' data

C.7. Wireless Expense Management

The proposed solution shall provide Wireless Service procurement and fulfillment system with the ability to support procurement of wireless resources such as cellular and data devices (air cards, Smartphone's, tablets, etc.), rate plans for voice and data services, or accessories and other mobile items.

C.7.1. Wireless Service Procurement & Fulfillment

- C.7.1.1. Offeror shall describe how the proposed procurement portal supports the following mobile resources:
 - a) Cellular and data devices (air cards, Smartphone's, tablets, etc.)
 - b) Rate plans for voice and data services
 - c) Accessories and other mobile items
- C.7.1.2. Are accessories and other mobile resources available through one catalog/portal? Do any of these items require a different procurement portal?
- C.7.1.3. Offeror shall describe how the proposed procurement system addresses the following
 - a) a catalog and filters devices,
 - b) rate plans,
 - c) services based on job function, job title, job description,
 - d) title, region, and
 - e) preferred providers
- C.7.1.4. Who maintains the catalog content including description, photos, and rates and how frequently is it updated?
- C.7.1.5. Offeror shall describe how the proposed procurement system's catalog reflects the following:
 - a) negotiated pricing
 - b) discounts,
 - c) contract terms,
 - d) new device eligibility criteria such as number of months the service has been active
- C.7.1.6. Offeror shall how the proposed procurement system manages approvals or rejections for procurement requests through a workflow.

C.7.2. Help Desk

C.7.2.1. The proposed solution must have the ability and range of help desk services for wireless users. Offeror shall provide a brief describe of Wireless Help Desk Services available.

C.7.3. Inventory & Contract Management

C.7.3.1. The proposed solution shall have processes and ability to provide tracking and maintain management of accurate wireless contracts and inventory. Offeror will submit a brief narrative for their proposed solution's process and ability track and manage the wireless inventories.

Wireless inventories will include:

- Employee name or identification number
- Employee Status (active or no longer working for firm)
- Job role/function, department, general ledger code and cost center
- Employee location, region and country
- Mobile phone number
- Mobile Service Provider
- Plan activation and contract expiration date
- Device model number
- International Mobile Equipment Identity (IMEI number)
- Eligibility date for new hardware is subsidized or free
- Services: voice, texting, data, international
- How the bill is paid (direct by company, reimbursement, stipend)

C.7.3.2. Offeror shall describe their process for creating wireless inventory and how the inventory is verified and validated.

C.7.3.3. Describe the recommended method and standards used for maintaining inventory on wireless phones purchased for federal programs.

C.7.4. Optimization

C.7.4.1. The proposed solution shall provide optimization processes and ability to identify wireless service optimization savings opportunities that ensure users have the most cost-effective voice and data plans based on their consumption patterns.

Offeror will provide a detail description of how the proposed solution will-

- a) Identify wireless service optimization savings opportunities.
- b) How often are wireless plans optimized?
- c) How the cost of wireless optimization services are charged

C.7.5. Mobile Device Management

C.7.5.1. The proposed solution shall provide Mobile Device Management to include remote device monitoring, access, and control management of both corporate-liable and individual-liable mobile devices

- a) Offeror shall describe how corporate-liable and individual-liable mobile devices are be managed.
- b) Offeror shall describe how the personal usage of a corporate-liable device can be identified and billed back to the mobile user.
- c) Offeror shall describe how mobile devices charges can be grouped by agency, department and federal programs,

C.7.6. Device Recycling

C.7.6.1. Offeror will provide a detailed description of their device recycling program, the program should include collection, data cleansing and disposal of wireless devices.

C.8. Project Management

- C.8.1. **Kickoff Meeting** -The project schedule/work plan will include a kickoff meeting to be held at OMES within 14 days of award. The minimum participants from the Contractor's team at this kickoff meeting will be the OMES Contract Monitor, the Contractor's Manager/Account Executive providing corporate oversight of the project, and at least one Lead Developer. In the event that a component of the system is provided through a subcontractor, the subcontractor's Project Manager and technical representative will be at the kickoff meeting. OMES will provide meeting space and similar representation. The Contractor shall provide a written report to the OMES Contract Monitor within 5 working days documenting all discussions and decisions conducted at the kickoff meeting.
- C.8.2. **Progress Reports** – The Contractor shall provide periodic progress reports to the OMES, at a frequency to be mutually agreed-upon, but not less often than monthly. Progress reports shall be provided via face-to-face meetings, conference call, or other mutually agreed methods. The Contractor shall be responsible for documenting all meetings and conference calls. Written summaries of meetings to include those participating, key points of discussion, any resulting decisions, or action items, and a written version of the progress report shall be provided to the OMES Contract Monitor within two (2) business days of each meeting.
- C.8.3. **Project Schedule** – The project schedule will be developed by the Contractor with input and final approval by OMES. The agreed-upon project schedule may not be modified without the mutual written consent of the OMES Contract Monitor and the Contractor's Project Manager.
- C.8.4. **Additional Project Management Support** – If the project encounters difficulty, OMES may require additional meetings or progress/status reports. The Contractor shall maintain and support such additional project management support in the format and at the frequency deemed necessary by OMES, at no additional cost. At the discretion of OMES, such support may take the form of written reports, conference calls, and/or face-to-face meetings, as required.

C.9. Project Deliverables

Ongoing Audits, Telecommunications Expense Management Services, all inclusive, as per the stated requirements in the RFP

- C.9.1. Contractor staff will be provided with appropriate office space and access to general office equipment such as copy machines as needed if working on site at OMES. If working within the OMES offices, Contractor staff will be responsible for complying with standard OMES policies for conduct in the OMES workplace, use of OMES equipment, and applicable security and confidentiality policies. During all phases of the project, if OMES system access is requested and approved, the contractor's staff is required to follow OMES Information Technology Services policies and procedures. Contractor staff that is provided access to protected health information, if the need for such access is identified, will be required to sign a non-disclosure (business associate) agreement.
- C.9.2. During all phases of the project, OMES will provide conference rooms, access to staff (data users and ITS), technical assistance and data and system documentation as necessary.
- C.9.3. If software installations or configurations are to occur within the OMES environment, OMES will provide technical workstation/server administration staff to install and configure the software based on the contractor's documented recommendations and in collaboration/participation with the contractor. During the testing periods of the project, OMES will provide the testing environment and staff support as necessary.
- If software installations or configurations are to occur within the OMES environment, OMES will provide technical workstation/server administration staff to install and configure the software based on the contractor's documented recommendations and in collaboration/participation with the contractor. During the testing periods of the project, OMES will provide the testing environment and staff support as necessary.

C.10. Implementation-Work Plan

Offeror shall submit a brief narrative describing the Offeror's capabilities, including a summary work plan and project timeline, based from an estimated date of award, and any proposed interim milestones. The offeror must specify in the implementation- work plan, to the degree possible, the tasks and activities that are to be undertaken, as well as identifying responsibility for completion of each activity and task.

- C.10.1. Describe the proposed implementation plan.
- C.10.2. Staffing Plan- Describe the proposed staffing plan
- The staffing plan shall identify the specific individual (s) who will work on the OMES project, their qualifications, and past similar experience.
 - Include names of staff member(s) who will direct the overall project through the duration of the contract, as well as those staff members who will coordinate major activities during each phase.
 - Describe the experience and qualifications of your installation team.

- d) Identify each team member by name and title, estimated number of hours dedicated to this project, and describe each individual's role in the implementation.
- e) Specifically identify any subcontractors that will be used, including a description of their role in completion of the project. Include an organization chart showing lines of communication and authority.

C.11. Delivery, Inspection, and Acceptance

All products and services are subject to inspection and testing by the OMES and any that do not meet or exceed the specifications may be rejected.

The OMES shall be given up to ninety (90) days from the final completion of the installation (if installed by the Contractor) or up to ninety (90) days after delivery if the OMES installs (using the contractor's installation documentation or with the contractor working on-site with OMES staff) to test, evaluate, and accept the materials, software, and services (collectively, the deliverables) delivered or furnished under this contract.

If the Contractor's product or services fail to meet the specifications, then the same may be rejected and returned to the Contractor with a letter stating the reasons for non-acceptance. Such rejection will exempt the OMES from all related costs incurred by the Contractor. The Contractor shall be given thirty (30) days to cure the nonconforming products or services and re-submit the deliverable(s) to the OMES, with a letter explaining the corrections made, for inspection, re-testing, and re-evaluation. OMES shall be given thirty (30) days to inspect, re-test, and re-evaluate the deliverable(s), and to issue a written notice of acceptance or rejection of the deliverables. If the deliverables submitted fail to pass acceptance within ninety (90) days, the OMES may, at its sole discretion, continue with the Contractor or terminate the agreement.

Deliverables must be accepted in writing by the OMES before title shall pass to the OMES or payment shall be authorized. However, acceptance by OMES following testing and evaluation shall not be conclusive that the deliverable(s) conform in all respects to the specifications. In the event that OMES discovers nonconformance after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever corrective action as necessary so that the deliverable(s) conform to the specifications, including but not limited to, modification or replacement of non-conforming products or services. Contractor warrants that, upon receipt of written notice by OMES of a latent defect in design, material, or workmanship, or a latent nonconformity of the software or services to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this solicitation.

C.12. Training

The proposed solution must include a description of the recommended training required to have a full, working knowledge of the application software.

- C.12.1. Offeror will identify which personnel should be included in the training.
- C.12.2. The maximum number that can attend the training.
- C.12.3. Any options regarding the amount of training
- C.12.4. Distinguish the advantages of each successive option.
- C.12.5. The proposed training environment, for example on-site, web, or other
- C.12.6. Any requirements OMES is expected to provide

C.13. Maintenance & Support –Vendor Hosted Solution

C.14. The proposed solution shall provide Ongoing Maintenance/Support during the performance of the contract.

- C.14.1. Guaranteed System 99.93% uptime or better
- C.14.2. Guaranteed continuous and live backups and restore with 0.0% data loss.
- C.14.3. Vendor required staff to install, manage and support system 24/7. Product technical support
- C.14.4. Helpdesk hours must be at a minimum 24/7. Resolution must be within two hours.
- C.14.5. Software configuration and any new software release, software patch update or software upgrade.
- C.14.6. Software upgrades to ensure timely access to the newest solution capabilities
- C.14.7. Ongoing maintenance of software to process carrier invoice format changes

Offer shall list the frequency of product upgrades and patches made to current platform. Are upgrades and patches optional or mandatory?

C.15. Service Level Agreement SLA

The successful contractor shall be responsible for developing and defining a Service Level Agreement (SLA) for the services included in this RFP to be applied during the performance of the contract. The Contractor shall provide the SLA for review to the OMES Contract Monitor within 14 working days following the Project Kick –Off Meeting.

The final agreement shall be signed by an authorized representative of the contractor and an authorized representative of The State of Oklahoma. Failure to achieve the defined levels of service may entitle the State to financial remedies.

The Service level agreement must define the scope and terms of support for products and / or services rendered. Service level agreements must identify the product and services supported, and include response times for problems, as well as establish the minimum amount of resources (equipment and personnel) dedicated to the support effort. Any additional pricing relative to service must be defined within the agreement.

The SLA shall demonstrate the contractor's ability to provide and manage customized monitoring, reporting, and operations management systems. Contractor will monitor the provided services for chronic problems, which will be registered, analyzed, and reported during regular and scheduled service reviews, along with action plans for permanently resolving persistent, chronic, or severe problems

Prior to the final agreement contractor should identify and communicate any Risks, Gaps, Constraints

Contractor should note any inconsistencies, gaps, barriers, constraints, weaknesses, or any other factors that may be considered a risk to achieving the intended result. Contractor will provide written documentation of these risks based on the information in the RFP/Project Implementation-Work Plan

It is preferred that the contractor provide written documentation to the OMES Contract Monitor before scheduling an in-person meeting so he/she is able to bring to the meeting their input to the specific risks identified.

These risks must be recognized and addressed within the terms and conditions that are compiled in the final SLA Agreement.

C.15.1. The following Key Elements- shall be defined in the developed SLA

1. SLA Rules to determine resolution time
2. SLA Rules to distinguish priority requests by Requester, Department, or Category
3. Track SLA compliance using automatic escalations (up to 4 levels) in case of SLA Violations at pre-define time intervals.
4. Service level performance measurements using SLA violation reports
5. Technicians Notification at a pre-configured interval before the SLA is violated
6. Response Time
7. Escalation
8. Mean Time to Repair- (MTTR) guaranteed minimum service level for mean time to repair (MTTR) — defined herein as: the measure of time it takes to resolve, to the satisfaction of the State any reported trouble whether detected by the monitoring system or by the State.

Mean Time to repair based on either or both of the items listed below- shall be defined in the SLA

- a) Site type as agreed to by the customer
 - b) A standard severity matrix
9. Enhancement
 10. Cost of down time- Penalties for failure to respond

C.15.2. The resulting SLA shall demonstrate

Proactive Service level management
Reasonable Service Levels Communication
Methods of achieving High Level Customer Satisfaction

D. EVALUATION

D.1. Evaluation and Award

- D.1.1. Offers shall be evaluated on the “best value” determination.
- D.1.2. The State reserves the right to request demonstrations and question clarifications from any or all-responding contractors.

D.2. Proposal Clarification Questions

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

D.3. Competitive Negotiations of Offers

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

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

- D.3.1. Negotiations may be conducted in person, in writing, or by telephone.
- D.3.2. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.
- D.3.3. Terms, conditions, prices, methodology, or other features of the offeror’s offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.
- D.3.4. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.3.5. BEST and FINAL – The State may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the vendor should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and condition set forth in this solicitation.

D.4. Selection Criteria

- D.4.1. Technical Responses
- D.4.2. Initial Audit –Implementation –Work Plan
- D.4.3. Ongoing Hosted Solution- Implementation –Work Plan
- D.4.4. Training Plan
- D.4.5. References
- D.4.6. Cost

D.5. Evaluation Process

- D.5.1. Evaluation Process – Determination of Solicitation Responsiveness

A responsive offer is defined as an offer that meets all the general mandatory requirements as outlined below:

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

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

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

- D.5.2. Evaluation Process - Evaluation of Offer

The technical section of the offer is evaluated based on the required submittals in Section E.

D.5.3. Evaluation Process - Evaluation of Cost

Cost comparisons are performed.

D.5.4. Evaluation Process – Demonstrations

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

D.5.5. Best Value Evaluation of Product/Services

D.5.5.1. Selection

The selection and award of contractor is based upon which contractor best meets the needs of the State.

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

D.5.6. Contractors should be prepared to participate in oral presentations and demonstrations to define their submittal, to introduce their team, and to respond to any and all questions regarding their offer if requested by the State prior to award.

E. INSTRUCTIONS TO OFFEROR

E.1. Introduction

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

E.2. Preparation of Offer

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

E.3. Submission of Offer

- E.3.1. Completeness of offer(s): It is desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in the offer as requested by the solicitation. The offeror's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the offeror's offer.
- E.3.2. Copies: the offeror's offer should be paginated and include an original document, plus four (4) copies for a total of five (5) documents. The documents' front pages should indicate original or copy.
- E.3.3. The offeror should include a "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the offeror's offer. One original plus four (4) copies for a total of five (5) documents. One electronic version should be indicated as the original.

E.4. Cost Proposal

Offerors shall submit Cost Proposal in both hard copy and electronic format in a separate sealed envelope pricing must be submitted as outlined in **Section H. PRICE AND COST**

E.5. Proprietary and/or Confidential

- E.5.1. 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.
- E.5.2. If an offeror believes particular information requested by the RFP for evaluation purposes is proprietary, the offeror shall submit that information separate and apart from its response and mark it Proprietary and Confidential. If ISD in its sole discretion agrees the information is proprietary, ISD will maintain the information as Confidential. If ISD does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the offeror and the evaluation will be completed without consideration of the information marked Proprietary. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED.

E.6. Oklahoma Open Records Act

Proposals are subject to public disclosure in accordance with the Open Records Act. To the extent permitted by the Oklahoma Open Records Act, 51 O. S. (2001) § 24A.1-27, the offerors proposals will not be disclosed, except for purposes of evaluation, prior to approval by the CIO of 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

E.7. Communications Concerning Solicitation

The contracting officer listed on the cover page of this solicitation is the only individual in which the offeror should be in contact with concerning any issues with this solicitation. Failure to comply with this requirement may result in the offeror response being considered non-responsive and not considered for further evaluation.

E.8. RFP Clarifications

- E.8.1. Offerors who believe **solicitation requirements or specifications** are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Contracting Officer listed herein. To be considered a request for review must be received no later than 3:00PM Central Time on 03/25/2013. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.9. General Solicitation Questions

E.9.1. Offeror may submit general questions concerning the specifications of the solicitation. All questions regarding this RFP shall be posted to the IT procurement wiki at:

<https://wiki.ok.gov/display/itprocurement/0900000080>

E.9.1.1. Questions received via any other means will not be addressed. If your firm is not currently registered with the State of Oklahoma with wiki access, you may go to the link below to request access.

<https://wiki.ok.gov/display/itprocurement/Home>

E.9.1.2. In order to guarantee that your access is created prior to closing date for submitting questions for a solicitation, please request access at least 5 business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a vendor's lack of access if the request is not made within this timeline.

E.9.1.3. When posing questions, every effort should be made to:

- a) be concise
- b) include section references, when possible
- c) do not use tables or special formatting, use simple lists

E.9.1.4. These questions shall be answered in the form of an amendment and posted on the OSF website and linked on the wiki.

E.9.1.5. Offerors are advised that any questions received after 04/05/2013 shall not be answered.

E.10. P-Cards – USE only for Statewide

The State of Oklahoma has issued P-Cards to most State agencies. The current P-Card contract holder utilizes VISA

If awarded a statewide contract will your company accept the State of Oklahoma approved purchase card:

Yes _____ No _____ (check one)

E.11. Deliverables

E.12. **Note: Deliverables are to be in both hard copy and in a single machine-readable format, preferably in Microsoft Word format, on either CD or DVD.**

E.12.1. Voluntary Product Accessibility Template (VPAT)

Offeror must provide a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the attached VPAT & Accessibility -OMES form 053also attached is the VPAT Instructions Template

E.12.2. Completed "Responding Bidder Information" DCS/Purchasing Form 076

E.12.3. Completed "Certification for Competitive Bid and Contract" DCS/Purchasing Form 004

E.12.4. References – References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

E.12.4.1. Offeror shall provide a minimum of three (3) references for similar implementations implemented during the past 36 months with details on scope, timeline, and cost.

E.12.4.2. Please outline the expertise of your professional sourcing telecom team including voice and data T1's, DSx, OCx, MPLS and DWDM, wireless services, and telecom contracts outside the US.

E.12.5. Company Information – Vendor must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation.

E.12.6. Financial Status – Offeror should present information to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required) Note: This information must be submitted, at the latest, prior to award. If the contractor is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to

a contractor who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.

Clarification or additional documents may be requested. FINANCIAL STABILITY DETERMINATION IS A MANDATORY DELIVERABLE

- E.12.7. Response to Requirements as outlined in -Section C and E
- E.12.8. Initial Audit –Implementation –Work Plan –Section C.3.1
- E.12.9. Ongoing Hosted Solution- Implementation –Work Plan- Section C.10
- E.12.10. Training Plan –Section C
- E.12.11. Pricing -Section G
- E.12.12. Any software licensing, maintenance, or service agreements the contractor requires, that is not submitted with contractor's offer shall not be considered after contract award, should they be the successful contractor.
MANDATORY DELIVERABLE

E.13. Notice of Award

A notice of award in the form of a PO or contract resulting from this solicitation shall be furnished to the successful contractor and shall result in a binding contract.

F. ADVANCED CAPABILITIES

The State is interested in advanced capabilities of the proposed solution and considers these advanced capabilities to be value added items. Offerors may provide additional information for any advanced capabilities that may be available.

Advanced capabilities of interest are, but not limited to, **Workflow Management, Enterprise System Integration, Communications Provider Integration, and Security Controls**. Additional points may be added to the initial evaluation score for offerors who provide information of value added.

Offeror should submit the following:

- A description of the available advanced capabilities.
- Describe how they may enhance the proposed solutions
- What advanced features are presently in use by current customers?
- Which of these features have current customers identified as most advantageous? And Why?
- Provide any associated cost.

G. PRICE AND COST

The response to this section shall be submitted in a separate sealed envelope, which shall be identified in accordance with General Provision A.2.2. Offerors Pricing shall be submitted in a separate sealed envelope as outlined Section E.4

G.1. Initial Statewide Telecomm Audit

Part one requires a solution to conduct an Initial Statewide Telecomm Audit. The successful contractor will conduct an initial audit of all Statewide Telecommunications Invoices, Contracts, and Recovery of historical charges billed in error. The proposed cost of the initial audit project will be a percentage based on actual savings to the state.

- a) The response to this form shall be a summary of total costs for each category identified.
 - Initial audit of all Statewide Telecommunications Invoices, Contracts,
 - Recovery of historical charges billed in error.

G.2. Ongoing – Telecomm Expense Management (TEM) - Hosting Services

All costs should be identified as either recurring or one-time

- a) The response to this form shall be a summary of total costs for each category identified.
- b) The Offeror shall attach a page for each category showing detailed pricing, by line item, for each category and calculation of total pricing.
- c) The Offeror must state whether the configuration is on-site or off-site.
- d) Cost shall be based on a site license with an unlimited number of concurrent users.
- e) The Offeror shall provide proposed cost in the following categories, with supporting detail. The Offeror's cost proposal shall include all costs for implementation and ongoing maintenance and operation of the Hosted Telecommunication Expense Management Services.
 - Implementation,
 - Software
 - License
 - Service cost related to vendor hosting
 - Maintenance/Support
 - Training
- f) Ongoing maintenance shall be quoted both monthly and quarterly, although it shall be invoiced/paid quarterly.
- g) Ongoing Maintenance/Support (Year 1 – Year 5)
- h) at minimum, any monthly or quarterly fees for hosting and/or software maintenance
- i) Third-party hardware, software, or services should be identified as such Offeror must detail any third party hardware and/or software required to implement and/or operate the proposed systems to meet all specifications stated in the RFP, including any additional software component dependency requirements.
- j) Offer shall submit proposed cost applicable to each the following project requirements:
 - Consolidation of All State Agency Telecom Expense under the proposed s solution
 - Ongoing Statewide Audit of Telecommunications Invoices and Contracts
 - Dispute Management and Resolution of Invoices
 - Recovery of historical charges billed in error
 - Contract Negotiation Services to Optimize Telecommunication Contracts
 - Physical audit of active Telecommunications services at State office locations
- k) Offerors shall submit a proposed cost for contingency services and any service fees
- l) Cost of conversion from paper to electronic invoices
- m) List all pricing assumptions that could affect the costs in the proposed solution

H. CHECKLIST

- H.1. Responding Bidder Information (OMES/ISD Procurement – Form 076)
- H.2. Certification for Competitive Bid and Contract (OMES/ISD Procurement – Form 004)
- H.3. Workman’s Comp Insurance Certification
- H.4. Vendor/Payee Form or W-8BEN (as required)
- H.5. References (Section E.11.3)
- H.6. Company Information
- H.7. Financial Stability
- H.8. Initial Audit- Implementation Plan (Section C.3.1)
- H.9. Implementation Ongoing Hosted Solution – Work Plan (C.10)
- H.10. Training Plan (Section C.12)
- H.11. VPAT
- H.12. Cost- (Section G)



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

**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 #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

- A. For purpose 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 employees 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



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

Responding Bidder Information

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

1. **RE: Solicitation #** _____

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



The Voluntary Product Accessibility Template is a tool to assist in making preliminary assessments regarding the availability of electronic and information technology products and services with features that support accessibility.

The VPAT provides a summary view of criteria specific to various types of technologies identified in the Oklahoma Information Technology Accessibility Standards. There are three sections in each table. Section one of the Summary Table describes each section of the Standards. The second section describes the supporting features of the product or refers you to the corresponding detailed table, "e.g., equivalent facilitation." The third section contains any additional remarks and explanations regarding the product.

Oklahoma EITA Procurement Clause:

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

EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OMES/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.
- 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.

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

How to Get Started - Begin with your product's specification or a list of its known features:

1. Determine which subsection(s) of the Oklahoma Information Technology Accessibility Standards (IT Standards) apply to your product. Document the product's ability to meet the standards in the applicable areas, such as software, operating system, and so on.
2. For each standard in the applicable area(s), determine if the product meets or supports the standard.
 - If the product appears to meet or support the standard, then you have the option of providing examples of features that are accessible or of specific accessibility features that exist.
 - If the product appears to not meet the standard, remember that the OK Information Technology Accessibility Standards allow for alternative products provided that they result in substantially equivalent or greater access. The product can meet the standard as long as the feature performs in the same manner as it does for any other user. This is called "functional equivalency."
3. When the VPAT draft is complete, translate the technical language into language that will be understood by a state agency procurement officer. We encourage use of suggested language noted in the section "Suggested Language for Filling out the VPAT".
4. **Suggested Language for filling out the VPAT**
Suggested language below has been developed for use when filling out a VPAT. All or some of the language may be used. You are encouraged to use consistent language in VPATs throughout the form.

Supporting Features

Supports	Use this language when you determine the product fully meets the letter and intent of the criteria.
Supports with Exceptions	Use this language when you determine the product does not fully meet the letter and intent of the criteria, but provides some level of access relative to the criteria.
Supports through Equivalent Facilitation	Use this language when you have identified an alternate way to meet the intent of the criteria or when the product does not fully meet the intent of the criteria.
Supports when combined with Compatible AT	Use this language when you determine the product fully meets the letter and intent of the criteria when used in combination with compatible AT. For example, many software programs can provide speech output when combined with a compatible screen reader (commonly used assistive technology for people who are blind).
Does not Support	Use this language when you determine the product does not meet the letter or intent of the criteria.
Not Applicable	Use this language when you determine that the criteria do not apply to the specific product.
Not Applicable - Fundamental Alteration Exception Applies	Use this language when you determine a fundamental alteration of the product would be required to meet the criteria (see the IT Standards for the definition of "fundamental alteration").

Remarks & Explanations (third section on VPAT)

Providing further explanation regarding features and exceptions is especially helpful. Use this section to detail how the product addresses the standard or criteria by:

- Listing accessibility features or features that are accessible;
- Detailing where in the product an exception occurs; and
- Explaining equivalent methods of facilitation (See Section 3.5 of the IT Standards for definition of "equivalent facilitation").



The following VPAT provides a sample format used to evaluate IT Standards applicable to Web-Based Internet Information and Applications established in Section 4.3 of the official IT Standards. The standards are based on the Federal Section 508 Electronic and Information Technology Accessibility Standards developed by the Access Board as well as the access guidelines, version 1.0, developed by the Web Accessibility Initiative of the World Wide Web Consortium. These provisions ensure access for people with visual, hearing, motor and cognitive disabilities who rely on various assistive products to access computer-based information, such as screen readers. Screen readers translate the computer screen display into automated audible output and refreshable Braille displays. Certain conventions, such as verbal tags or identification of graphics and format devices, such as frames, are necessary so that these devices can "read" them for the user in a sensible way. The standards do not prohibit the use of Web site graphics or animation. Instead, the standards help ensure that such information is also available in an accessible format. Generally, this means use of text labels or descriptors for graphics and certain format

Responses to "Meet Standard and How" and "Not Applicable and Why" should be completed in detail. Simple "yes" or "comply" answers provide insufficient information necessary to conduct an informed assessment.

Product Name/Description: _____

Date VPAT Completed: _____

Supplier Name: _____

Name of Person Completing Form: _____

Telephone Number: _____

Web-based Internet information and applications - IT Standards Section 4.3 Voluntary Product Accessibility Template
Criteria: (a) A meaningful text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) except for captioning of audio information which shall comply with (b) of this section.
Supporting Features:
Remarks and explanations:

Criteria: (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
Supporting Features:
Remarks and explanations:

Criteria: (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup. Ensure that foreground and background color combinations provide sufficient contrast when viewed by someone having color deficits or when viewed on a black and white screen.

Supporting Features:

Remarks and explanations:

Criteria: (d) Documents shall be organized so they are readable without requiring an associated style sheet.

Supporting Features:

Remarks and explanations:

Criteria: (e) Redundant text links shall be provided for each active region of a server-side image map.

Supporting Features:

Remarks and explanations:

Criteria: (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.

Supporting Features:

Remarks and explanations:

Criteria: (g) Row and column headers shall be identified for data tables.

Supporting Features:

Remarks and explanations:

Criteria: (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.

Supporting Features:

Remarks and explanations:

Criteria: (i) Frames shall be titled with text that facilitates frame identification and navigation

Supporting Features:

Remarks and explanations:

Criteria: (j) Pages and elements shall be designed so that screen flicker does not occur between frequencies 2 Hz and 55 Hz.

Supporting Features:

Remarks and explanations:

Criteria: (k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of these standards when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes. The non-accessible version must be as accessible as possible.

Supporting Features:

Remarks and explanations:

Criteria: (l) When pages utilize scripting or other programmatic elements to display content, the information provided by the script shall also be provided in an equivalent text format that can be processed and interpreted by assistive technology. When pages utilize scripting or other programmatic elements to create user interfaces, user interaction shall be input device independent.

Supporting Features:

Remarks and explanations:

Criteria: (m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with Oklahoma Software Applications and Operating Systems standards (a) through (l).

Supporting Features:

Remarks and explanations:

Criteria: (n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

Supporting Features:

Remarks and explanations:

Criteria: (o) A method shall be provided that permits users to skip repetitive navigation links.

Supporting Features:

Remarks and explanations:

Criteria: (p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

Supporting Features:

Remarks and explanations:

Criteria: (q) Use valid, industry recognized web programming standards including a document type definition or the equivalent.

Supporting Features:

Remarks and explanations:

Criteria: (r) Identify the primary natural language of the document.

Supporting Features:

Remarks and explanations:

Criteria: (s) A link to the agency's Web site accessibility policy (if existing) and contact information for compliance issues related to the accessibility of electronic and information technology shall be included on home pages and other key pages.

Supporting Features:

Remarks and explanations: