



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

## **Solicitation**

**1. Solicitation#: 0900000127**

**2. Solicitation Issue Date: March 24, 2014**

**3. Brief Description of Requirement:**

The State of Oklahoma (State), Office of Management and Enterprise Services (OMES), Information Services Division (ISD), issues this Solicitation for the procurement, installation, configuration and training of an Enterprise Customer Relationship Management (CRM) application(s) to support the core business functions of OMES-ISD.

**4. Response Due Date: May 7, 2014**

**Time: 3 p.m. Central Time**

**5. Issued By and Return Sealed Bid To:**

Office of Management and Enterprise Services  
ISD Procurement Division  
ATTN: 0900000127 / Allen Cook  
3115 N. Lincoln Blvd.  
Oklahoma City, OK 73105

**6. Contracting Officer:**

**Name:** Allen Cook

**Email:** [allen.cook@omes.ok.gov](mailto:allen.cook@omes.ok.gov)



## TABLE OF CONTENTS

A.	GENERAL PROVISIONS .....	4
A.1.	Definitions .....	4
A.2.	Offer Submission.....	5
A.3.	Solicitation Amendments.....	5
A.4.	Offer Change.....	5
A.5.	Certification Regarding Debarment, Suspension, and Other Responsibility Matters.....	6
A.6.	Offer Public Opening.....	6
A.7.	Offers Subject to Public Disclosure .....	6
A.8.	Oklahoma Open Records Act.....	6
A.9.	Late Offer .....	7
A.10.	Legal Contract.....	7
A.11.	Pricing.....	7
A.12.	Firm Fixed Price.....	7
A.13.	Pricing Requirements.....	7
A.14.	Manufacturers' Name and Approved Equivalents .....	7
A.15.	Rejection of Offer .....	7
A.16.	Award of Contract .....	7
A.17.	Contract Modification .....	8
A.18.	Delivery, Inspection and Acceptance .....	8
A.19.	Invoicing and Payment.....	8
A.20.	Audit and Records Clause.....	8
A.21.	Non-Appropriation Clause .....	8
A.22.	Choice of Law and Venue .....	8
A.23.	Termination for Cause.....	9
A.24.	Termination for Convenience .....	9
A.25.	Insurance .....	9
A.26.	Employment Relationship.....	9
A.27.	Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007.....	9
A.28.	Compliance with Applicable Laws .....	10
A.29.	Gratuities.....	10
A.30.	Preclusion from Resulting Contracts.....	10
A.31.	Mutual Responsibilities.....	10
A.32.	Background Checks and Verifications.....	10
A.33.	Confidentiality.....	10
A.34.	Unauthorized Obligations.....	11
A.35.	Electronic and Information Technology Accessibility.....	11
A.36.	Patents and Copyrights.....	11
A.37.	Assignment .....	11
A.38.	Severability.....	12
A.39.	Paragraph Headings .....	12
A.40.	Failure to Enforce.....	12
A.41.	Conflict of Interest .....	12
A.42.	Limitation of Liability.....	12
A.43.	Media Ownership (Disk Drive and/or Memory Chip Ownership) .....	12
A.44.	Offshore Services.....	12
A.45.	Failure to Provide .....	13
A.46.	Agency Policies.....	13
A.47.	Compliance with Technology Policies .....	13



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

**Solicitation**

A.48.	High Technology System Performance and Upgrades .....	13
A.49.	Emerging Technologies.....	13
A.50.	Ownership Rights .....	13
A.51.	Source Code Escrow – Reference Title 62 O.S. § 34.31 .....	14
A.52.	Right to Renegotiate .....	14
A.53.	Used or New Products .....	14
A.54.	Publicity.....	14
A.55.	Mandatory and Non-Mandatory Terms .....	14
A.56.	Non Tobacco – Smoke Free .....	15
A.57.	OMES/ISD / Agency Relationship .....	15
A.58.	Federal Terms and Conditions .....	15
A.59.	Acceptance of Request for Proposal Content .....	15
A.60.	Special Provisions.....	15
B.	SPECIAL PROVISIONS .....	16
B.1.	Contract Term, Renewal and Extension Option .....	16
B.2.	Obligations of Permitted Subcontractor.....	16
B.3.	Warrants.....	16
B.4.	Administrative Fee .....	16
B.5.	Contract Usage Reporting Requirements.....	17
B.6.	Authorized Users.....	17
B.7.	Manufacturer Accessibility VPAT Website .....	17
B.8.	Commercial Off-The-Shelf (Cots) Software.....	17
B.9.	Type of Contract.....	17
B.10.	Contractor Services.....	18
B.11.	Ordering.....	18
C.	SOLICITATION SPECIFICATIONS.....	19
C.1.	Executive Summary .....	19
C.2.	Background.....	19
C.3.	Purpose.....	19
C.4.	Overview of Services.....	19
C.5.	Approach.....	20
C.6.	Non-Responsive Statement .....	20
C.7.	Performance Requirements .....	20
C.8.	Implementation Services.....	20
C.9.	Training Requirements .....	20
C.10.	General Specifications .....	21
C.11.	Service Catalog Management .....	22
C.12.	Service Portfolio Management .....	23
C.13.	Change Management.....	24
C.14.	Capacity Management .....	24
C.15.	Financial Management – Service Costing.....	25
C.16.	Incident Management.....	26
C.17.	Availability Management .....	27
C.18.	Event Management.....	28
C.19.	Service Level Management.....	28
C.20.	Knowledge Management.....	29
C.21.	Request Fulfillment Management.....	30
C.22.	Service Asset and Configuration Management .....	31
C.23.	Release and Deployment Management.....	32
C.24.	Problem Management.....	32



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

**Solicitation**

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C.25. Interfaces/Integration ..... 33

D. EVALUATION ..... 34

    D.1. Evaluation and Award ..... 34

    D.2. Proposal Clarification Questions ..... 34

    D.3. Competitive Negotiations of Offers ..... 34

    D.4. Selection Criteria ..... 34

    D.5. Evaluation Process ..... 34

E. INSTRUCTIONS TO SUPPLIER ..... 36

    E.1. Introduction ..... 36

    E.2. Preparation of Offer ..... 36

    E.3. Submission of Offer ..... 36

    E.4. Proprietary and/or Confidential ..... 36

    E.5. Oklahoma Open Records Act ..... 36

    E.6. Communications Concerning Solicitation ..... 36

    E.7. Administrative Review ..... 36

    E.8. General Solicitation Questions ..... 37

    E.9. P-Cards ..... 37

    E.10. Electronic Funds Transfer (EFT) ..... 37

    E.11. Deliverables ..... 37

    E.12. Awardee Financial Status ..... 38

    E.13. Notice of Award ..... 38

F. PRICE AND COST ..... 39

    F.1. Pricing included in the response should include the following components (if applicable): ..... 39

    F.2. Implementation and Training Pricing ..... 39

G. Supplier Response Tool ..... 40

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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 acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- A.1.2.** "Addendum" means a written modification to a contract.
- A.1.3.** "Alteration" means a modification a Supplier 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 restatement of or modification to a Contract Document executed by both parties.
- A.1.6.** "Bid" means an offer in the form of a bid, proposal or quote a Supplier submits in response to a solicitation.
- A.1.7.** "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.1.8.** "COTS" means software that is commercial off the shelf.
- A.1.9.** "Contract" means this document, as may be amended from time to time, which together with other Contract Documents, evidences the final agreement between the parties with respect to this statewide contract for the Products.
- A.1.10.** "Contract Document" means, when executed by all applicable parties, this Contract, Attachments to this Contract, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.
- A.1.11.** "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 Solicitation closes, also proposal opening date, and response due date,
- A.1.14.** "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.
- A.1.15.** "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 Suppliers. 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.** "OMES" means the Office of Management and Enterprise Services for the State of Oklahoma.
- A.1.18.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.19.** "Request for Information (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.
- A.1.21.** "State Entity" means any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.
- A.1.22.** "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 a Supplier to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation.

- A.1.24. "Supplier" 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, Supplier is synonymous with a "bidder", "vendor", or "offeror" responding to a solicitation.
- A.1.25. "Utilities" means Supplier's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Supplier in writing prior to execution of this Contract.

## **A.2. Offer Submission**

- A.2.1. Submitted offers shall be in strict conformity with the instructions to Supplier, and shall be submitted with a completed "Responding Bidder Information" OMES Form 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 Supplier shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 004, must be made out in the name of the Supplier 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, Supplier 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 Supplier fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the Supplier, or an error that reasonably should have been known by the Supplier, the Supplier 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 Supplier 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. Supplier 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 011 (or other format as provided), is issued, then the Supplier 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 Supplier's responsibility to check the State's website frequently for any possible amendments that may be issued. The State is not responsible for the Supplier's failure to download any amendment documents required to complete a solicitation.

## **A.4. Offer Change**

If the Supplier 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 Supplier 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 Supplier certifies that the Supplier and their principals or participants:
  - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
  - A.5.1.2.** Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.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 foregoing offenses enumerated in this certification; and
  - A.5.1.4.** Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.
- A.5.2.** Where the Supplier is unable to certify to any of the statements in the certification above, Supplier shall attach an explanation to this offer.
- A.5.3.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.3.1.** 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.5.3.2.** 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.5.3.3.** 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.6.3.1 of this certification; and
  - A.5.3.4.** 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.5.4.** 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**

- A.7.1.** Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Supplier submits as part of or in connection with an offer are public records and subject to disclosure. Suppliers 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. It is the sole discretion of the State CIO shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.
- A.7.2.** If the CIO agrees the information is proprietary, ISD will maintain the information as Confidential. If the CIO does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the Supplier and the evaluation will be completed without consideration of the information marked Proprietary.
- A.7.3.** PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED.

## **A.8. 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 Suppliers 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 except that information in the proposal determined to be confidential by the CIO shall continue to be considered confidential.

## **A.9. 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.10. Legal Contract**

**A.10.1.** Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.

**A.10.2.** 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.10.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

**A.10.4.** All transactions related to this solicitation, and any contract resulting therefrom, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

## **A.11. Pricing**

**A.11.1.** Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.

**A.11.2.** Suppliers guarantee unit prices to be correct.

**A.11.3.** 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.11.4.** All costs incurred by the Suppliers for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the Suppliers. The State of Oklahoma shall not reimburse any Supplier for any such costs.

## **A.12. Firm Fixed Price**

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

## **A.13. Pricing Requirements**

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

## **A.14. 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. Supplier 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. Supplier 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 Supplier 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.15. Rejection of Offer**

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

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

## **A.16. Award of Contract**

**A.16.1.** The State may award the contract to more than one Supplier by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.

**A.16.2.** Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.

- A.16.3.** In order to receive an award or payments from the State of Oklahoma, Supplier must be registered. The Supplier registration process can be completed electronically through the DCS website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.
- A.16.4.** It is the preference of the State to award to a single Supplier. However, the State reserves the right to award to multiple Suppliers when it has been determined to be in the best interest of the State.

#### **A.17. Contract Modification**

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

#### **A.18. Delivery, Inspection and Acceptance**

- A.18.1.** All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any Products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at Destination and the procuring entity has no responsibility for the delivered Products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.
- A.18.2.** Supplier shall be required to deliver Products as offered on or before the required date. Deviations, substitutions, or changes in the Products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

#### **A.19. Invoicing and Payment**

- A.19.1.** Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.
- A.19.2.** State Acquisitions are exempt from sales taxes and federal excise taxes.

#### **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 Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.
- A.20.2.** The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.21. Non-Appropriation Clause**

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

#### **A.22. Choice of Law and Venue**

- A.22.1.** Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of

Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.

- A.22.2.** Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

### **A.23. Termination for Cause**

- A.23.1.** The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.
- A.23.2.** The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a procuring State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.
- A.23.3.** If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for Products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

### **A.24. Termination for Convenience**

- A.24.1.** The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Supplier upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.
- A.24.2.** If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for Products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

### **A.25. Insurance**

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

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

### **A.26. Employment Relationship**

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

### **A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

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

## **A.28. Compliance with Applicable Laws**

- A.28.1.** In connection with its performance of obligations under the terms of this Contract, the Supplier shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:
- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
  - b) Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
  - c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
  - d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990 and Executive Orders 11246 and 11375;
  - e) Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
  - f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and
  - g) Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.
- A.28.2.** The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.
- A.28.3.** The Supplier shall inform its employees or agents who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require its employees or agents to comply accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees or agents and have been informed of their obligations hereunder.

## **A.29. Gratuities**

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

## **A.30. Preclusion from Resulting Contracts**

Any Supplier/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.31. Mutual Responsibilities**

The State and Supplier agree that under this Agreement:

- A.31.1.** 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.31.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.31.3.** Each party grants the other only the licenses and rights specified in the Contract Document.
- A.31.4.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

## **A.32. Background Checks and Verifications**

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

## **A.33. Confidentiality**

- A.33.1.** The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and

shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.

- A.33.2.** No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State Chief Information Officer, the Director of a procuring State Entity or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State Chief Information Officer any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

#### **A.34. Unauthorized Obligations**

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

#### **A.35. Electronic and Information Technology Accessibility**

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

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

#### **A.36. Patents and Copyrights**

- A.36.1.** Without exception, the Products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.
- A.36.2.** If a third party claims that any portion of the Products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.
- A.36.3.** If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of Products at issue or replace such potential infringing Products with at least a functional non-infringing equivalent. If the Supplier determines that none of these alternatives is reasonably available, the State shall return such portion of the Products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other Products which are rendered materially unusable as intended due to removal of the portion of Products at issue.
- A.36.4.** Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (ii) a program's use in other than its specified operating environment; (iii) the combination, operation, or use of a product with other products not provided by Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

#### **A.37. Assignment**

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior

written consent of the State which may be withheld in its sole discretion. Ownership of Products purchased under the terms of this Contract and rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

#### **A.38. 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.39. Paragraph Headings**

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

#### **A.40. Failure to Enforce**

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

#### **A.41. Conflict of Interest**

- A.41.1.** Supplier must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another State contractor or Supplier involved in the development of a Supplier's response to any solicitation resulting in this Contract. Any conflict of interest shall, at the sole discretion of the State, be grounds for termination of project involvement.
- A.41.2.** In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.

#### **A.42. Limitation of Liability**

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

#### **A.43. Media Ownership (Disk Drive and/or Memory Chip Ownership)**

- A.43.1.** In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.
- A.43.2.** Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Supplier to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Supplier may supply during the downtime (repair) of equipment purchased or leased through this Contract. If a device has to be removed from a location for repairs, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

#### **A.44. Offshore Services**

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

#### **A.45. 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.46. 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.47. Compliance with Technology Policies**

The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at:

[www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG\\_osf\\_12012008.pdf](http://www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf)

#### **A.48. High Technology System Performance and Upgrades**

**A.48.1.** If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Supplier does not plan such system upgrades or improvements, the Supplier shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.

**A.48.2.** Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Supplier; the Supplier providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Supplier providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

#### **A.49. 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.50. Ownership Rights**

**A.50.1.** Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Supplier's Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the Products.

**A.50.2.** Except for any Utilities, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

**A.50.3.** In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the Products.

**A.50.4.** Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign

any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

**A.50.5.** If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

**A.50.6.** 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.50.7.** 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.51. Source Code Escrow – Reference Title 62 O.S. § 34.31**

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

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

#### **A.52. 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.53. Used or New Products**

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

#### **A.54. Publicity**

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

#### **A.55. Mandatory and Non-Mandatory Terms**

**A.55.1.** 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 Supplier's Proposal.

**A.55.2.** 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.56. 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.57. 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 Supplier.

**A.58. Federal Terms and Conditions**

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

**A.58.1. Equal Opportunity and Discrimination**

The Supplier 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.58.2. Lobbying**

The Supplier 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.58.3. Drug-Free Workplace**

The Supplier 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.58.4. 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.59. Acceptance of Request for Proposal Content**

Unless otherwise provided in Section One of the Supplier's response to this Request for Proposal, all Offers shall be firm representations that the responding Supplier 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 Supplier, the contents of this Request for Proposal, as may be amended by the Supplier'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 Supplier's response may cause the bid to be rejected from consideration for award.

**A.60. 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.

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## **B. SPECIAL PROVISIONS**

### **B.1. Contract Term, Renewal and Extension Option**

- B.1.1.** The initial contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.
- B.1.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there shall be six (6) options to renew, each for duration of one (1) year.
- B.1.3.** After the initial term of one year, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State may review the terms and conditions to determine validity with current state statutes and rules. If required prior to renewal, the State will work with the contractor to incorporate any required changes to this agreement.
- B.1.4.** The State, at its sole option, may choose to exercise an extension for 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent 90 day extensions, by mutual consent and at the contract compensation rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to new contractor.
- B.1.5.** Notification to exercise the option to renew the contract shall be set forth, in writing, by the State prior to the end of each contract period. The contract shall be contingent upon approval by the State.
- B.1.6.** Term Extensions – The State CIO reserves the right to extend any contract awarded if it is determined to be in the best interest of the State.

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

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

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

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.4. Administrative Fee**

The Supplier agrees to pay an administrative fee in the sum of 1% of the combined total quarterly expenditures, as evidenced by the aggregate amount of Acquisitions under this Contract. All Products prices shall be inclusive of the administrative fee. Notwithstanding anything to the contrary herein, the State reserves the right to increase or decrease the administrative fee as long as the Supplier has an obligation under this Contract without further requirement for an Amendment and shall provide written notice of such change to the Supplier. The administrative fee amount shall be noted on the quarterly "Contract Usage Report" and paid by the Supplier to the Oklahoma Office of Management and Enterprise Services within thirty (30) calendar days of the quarterly reporting period stated under the section below titled "Contract Usage Reporting Requirements". The Supplier shall list this Contract number and identify the reporting year and quarter (for example, ITSW1010 4th Qtr 2014) on the check stub of each administrative fee paid hereunder.

The check shall be mailed to:  
Oklahoma Office of Management and Enterprise Services  
Finance Unit  
3812 North Santa Fe, Suite 290  
Oklahoma City, Oklahoma 73118-8500  
Attention: CFO

## **B.5. Contract Usage Reporting Requirements**

**B.5.1.** The Supplier shall submit to the Oklahoma Office of Management and Enterprise Services, Information Services Division, the following quarterly contract usage reporting of Acquisitions made under the terms of this Contract:

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

Item Detail Usage reports identifying, for the applicable quarter, the following information:

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

**B.5.2.** Reports shall be submitted quarterly regardless of quantity. All usage reports shall be delivered electronically to [StatewideContractReports@omes.ok.gov](mailto:StatewideContractReports@omes.ok.gov) within thirty (30) calendar days of the end of each of the following quarterly reporting periods: January 1 through March 31; April 1 through June 30; July 1 through September 30; and October 1 through December 31.

**B.5.3.** Failure to provide usage reports required hereunder may result in a whole or partial cancellation or suspension of this Contract. The Supplier shall notify the contracting officer prior to any delay in providing any usage report or remittance

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

During the term of this contract, any State Entity, or Interlocal Entity, as defined herein, may utilize this contract. Under this contract, the State of Oklahoma bears no liability for the State or Interlocal Entities actions and the privies of contract exist solely between the contractor and the State or Interlocal Entity.

## **B.7. Manufacturer Accessibility VPAT Website**

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

## **B.8. Commercial Off-The-Shelf (Cots) Software**

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

## **B.9. Type of Contract**

This shall be a non-mandatory statewide competitive contract(s) that is available to all State Agencies, State Entities, or Interlocal

Entities, as applicable.

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.10. 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.11. Ordering**

Any Product furnished under this Contract shall be ordered by the issuance of a written purchase order or by the use of a valid State purchase card. There is no limit on the number of purchase orders that may be issued or purchase card transactions and delivery to multiple destinations may be required, at no additional cost to the procuring entity. All such issued purchase orders and purchase card transactions are subject to the terms and conditions of this Contract and other Contract Documents. Any issued purchase order or purchase card transaction dated prior to expiration or termination of this Contract shall be performed.

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## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Executive Summary**

The Office of Management and Enterprise Services (OMES) Information Services Division (ISD) provides IT services to approximately 120 state agencies. ISD is comprised of over 900 IT staff and supports a consolidated statewide data center. ISD is currently in year 3 of a 5 year consolidation effort, to consolidate all state IT assets, staff and will eventually support more than 30,000 PC's and Laptops.

### **C.2. Background**

ISD has adopted the ITIL standards for Service Management.

ISD currently utilizes the PeopleSoft CRM tool for their incident, event, problem and service request management. The State utilizes HP PPM Tool for their Change management and Enhancement Request management system. The State also utilizes HP PPM Tool for their Change management and Enhancement Request management system.

The State utilizes a COMIT system to manage their Phone Worker Orders and Service Billing as described below:

- Currently, Voice Communications uses a separate Work Order and Billing solution from the PeopleSoft CRM system. The State would like to see these processes included in the proposed solution. This would allow OMES to provide a true one stop shop for all service needs.
- A partner will request a new phone via the CRM system. The State then redirects the requestor to the individual Agency Communications Coordinator. The CRM case is closed until the Agency Communications Coordinator approves the one time and monthly fees for the change. The Agency Communications Coordinator logs onto a website to request this billable work order. The Communications Coordinator will select from a group of available phones, voicemail and other options. These can be added to a shopping cart similar to other on-line store web sites. These one-time work order charges are added to the OMES monthly invoice provided to each agency.
- OMES ISD in addition to one time fees also charges monthly phone service fees. The Agency Communications Coordinator is e-mailed the invoice summary monthly. The Agency Coordinator can login and review billings details as well as summarize the invoice by budget/department codes. The State charges \$13.25 per month for a phone line and \$54/per hour per tech for installation, in addition to the Long Distance usage.
- OMES ISD also will need the tool to accept and bill for call detail reporting (CDR) information. This includes long distance and international calling. These charges are included on the monthly invoice. The Agency Communications Coordinator can pull detailed CDR information as needed.
- A text file is exported each month from the OMES work order solution and imported into the PeopleSoft GL system.

### **C.3. Purpose**

The purpose of this Request for Proposal (RFP) is limited to the procurement, installation, configuration, and training of an Enterprise CRM (Customer Relationship Management) application(s) to support the core business functions of OMES ISD.

### **C.4. Overview of Services**

Supplier shall provide software, expertise and services to evaluate the existing processes and tools, install, and support an Enterprise CRM System, and train technical staff in the configuration of the System.

OMES/ISD seeks professional services to:

- C.4.1.** Provide the following environments; Development, Training, and Production.
- C.4.2.** Provide the necessary Software as a Service (SaaS) environment necessary for the implementation of the Enterprise CRM System.
- C.4.3.** Training of the staff in the installation and configuration of the Enterprise CRM System.
- C.4.4.** Training of the staff in the utilization of the system, utilizing a train the trainer approach, of up to 20 trainers.
- C.4.5.** Replace their current CRM (Customer Relationship Management) System and gain additional functionality that does not currently exist. The State is looking for an integrated system that provides part or all of the following modules/functionality:
  - C.4.5.1.** Incident Management
  - C.4.5.2.** Event Management
  - C.4.5.3.** Problem Management
  - C.4.5.4.** Change Management

- C.4.5.5.** Capacity Management
- C.4.5.6.** Knowledge Management
- C.4.5.7.** Request Fulfillment
- C.4.5.8.** Service Level Management
- C.4.5.9.** Service Catalog Management
- C.4.5.10.** Service Portfolio Management
- C.4.5.11.** Service Asset and Configuration Management
- C.4.5.12.** Release and Deployment Management
- C.4.5.13.** Financial Management and Service Costing
- C.4.5.14.** Availability Management
- C.4.5.15.** Interfaces

## **C.5. Approach**

The Project will adhere to industry best practices by following an incremental approach to system development. To the maximum extent possible and based on Supplier's recommendations:

- The Project will implement as much out of the box functionality as possible.
- OMES/ISD desires a system that is highly configurable by State staff.

## **C.6. Non-Responsive Statement**

Proposals submitted by Suppliers that do not meet all stated Mandatory Requirements will be considered non-responsive and given no further consideration.

## **C.7. Performance Requirements**

The following are OMES/ISD response time tolerance for transactions:

- C.7.1.** Display of search results for records must be within four seconds, and within two seconds 95% of the time.
- C.7.2.** Editing records must provide screen refresh and error notification results within four seconds, and within two seconds 95% of the time.
- C.7.3.** Printing of existing reports, non-ad hoc must begin within 15 seconds and within 10 seconds 95% of the time.
- C.7.4.** Response time when navigating between screens must be within four seconds, and within two seconds 95% of the time.

## **C.8. Implementation Services**

The successful supplier should articulate a clear and repeatable approach to their implementation strategy for achieving the overall implementation. Price and cost descriptions may reflect the tiered, staged, or phased approach to the implementation strategy.

- C.8.1.** Supplier should describe implementation services in detail; limit your response to six pages.
- C.8.2.** Supplier should follow a documented and proven implementation methodology.
- C.8.3.** Supplier should provide a detailed implementation plan with deliverable schedule from each, tier, stage or phase.
- C.8.4.** Supplier should provide standard configuration documentation.

## **C.9. Training Requirements**

It is anticipated that all Oklahoma state employees that participate in, or require management insight into, Service Desk Cases will be participating in the ECRM solution. The successful supplier should propose various levels, types, and modes of training to support engagements with each group of users. The successful supplier should articulate a clear and repeatable approach to their training strategy that complements the overall implementation plan. Price and cost descriptions should reflect the tiered, staged, or phased approach to training delivery.

- C.9.1.** Provide classroom training for at least 20 train the trainers.
- C.9.2.** Provide class room training for at least 5 staff in the setup and configuration of the system.
- C.9.3.** Provide one on one mentoring of up to 3 staff in the setup and configuration of the system, a minimum of 15 mentoring days.

**C.9.4.** Training offerings:

- C.9.4.1.** Supplier's offering should provide training materials to support users.
- C.9.4.2.** Supplier's offering should provide a training plan and describe the approach in detail.
- C.9.4.3.** Supplier's offering should provide training materials that are configurable to the environment.
- C.9.4.4.** Supplier's offering should provide follow-up training on-site.
- C.9.4.5.** Supplier's offering should provide on-line and downloadable tutorials to support users.
- C.9.4.6.** Supplier's website should have searchable content (e.g., issues, tutorials, download, etc.).
- C.9.4.7.** Supplier's website should provide on-line video and webinars for their solution.

**C.10. General Specifications**

**C.10.1.** Mandatory Requirements:

- C.10.1.1.** Solution must be a web based system.
- C.10.1.2.** Software must encrypt all passwords in use and in storage. Never display a password in clear text that can be viewed by a third party.
- C.10.1.3.** Software must be available as a Software as a Service (SaaS); 24 hours a day, 7 days a week, 365 days a year; at least 99% of the time during prime time (7am to 7pm CST); at least 95% during off-peak hours (7pm-7am CST).
- C.10.1.4.** The SaaS on demand solution shall function using standard web browsers such as Mozilla Firefox, Google Chrome, Safari, Opera and Internet Explorer 6.0 or greater. Supplier shall indicate known browsers that are non-compatible.
- C.10.1.5.** Supplier shall describe the SaaS on demand operations and support capabilities such as physical, logical and process in nature, including but not limited to data center, operational environment, software architecture, client architecture, user interface ,application and database architecture, security architecture, access security, data security, network security, physical security, data archiving strategy, backup strategy, disaster recovery plan, bandwidth capability and service level agreements (SLA).
- C.10.1.6.** The tool must facilitate customization of reporting functions. For example, ability to build custom report types based upon multiple field, multiple record selection.
- C.10.1.7.** Ability for the state to modify workflows as processes and procedures change.
- C.10.1.8.** Ability for State staff to make adjustments to require some fields and not require other fields.
- C.10.1.9.** The tool facilitates flexible report generation. For example, by providing means to customize reports, availability of built-in templates, types of graphs and charts, etc.
- C.10.1.10.** The tool must facilitate flexible report generation and the production of management reports from historical Incident records
- C.10.1.11.** System and Data Security
  - C.10.1.11.1.** *Solution must provide audit trail of changes (who changed what when).*
  - C.10.1.11.2.** *Solution must support single-sign-on (SSO).*
  - C.10.1.11.3.** *Solution must provide enterprise configuration options.*
  - C.10.1.11.4.** *Solution must provide organization based security.*
  - C.10.1.11.5.** *Solution must provide administrative capabilities by role.*
  - C.10.1.11.6.** *Solution must provide Active Directory/LDAP integration for user management.*
  - C.10.1.11.7.** *Solution must have role based privileges across the application.*

**C.10.2.** Non-Mandatory Specifications

- C.10.2.1.** Tool uses terms and definitions that align with ITIL terms and definitions.
- C.10.2.2.** The tool complies with open standards, facilitating access to data stored in the Data Base by external reporting tools. For example, allowing the data to be queried through standard SQL commands.
- C.10.2.3.** The tool provides for a user chat function or integration with chat tools.

## **C.11. Service Catalog Management**

### **C.11.1. Mandatory Requirements**

**C.11.1.1.** Service Catalog tool must support the creation and publication of service offerings with:

*C.11.1.1.1. Descriptions of service offering features, functions and benefits in business terms.*

*C.11.1.1.2. Supported service levels and available service level options.*

*C.11.1.1.3. Pricing and costing levels related to service levels selected.*

*C.11.1.1.4. Included Service Components and attributes.*

**C.11.1.2.** The tool must allow the State to organize services into logical groupings or hierarchical structures that can be used to assemble services in customer- and business-relevant packages or offerings.

**C.11.1.3.** The tool must support the creation and publication of Service Components that may include both Professional Services (e.g.: Database Management, Incident Management) and Technical Services (e.g.: A business application service)?

**C.11.1.4.** The tool must facilitate role-based views for the Service Catalog For example:

*C.11.1.4.1. An "IT View" for service design, service level management, and request fulfillment,*

*C.11.1.4.2. A "User View" including services that specific user can have based on access entitlement.*

*C.11.1.4.3. A business customer or "Portfolio View" to support Planning, Relationship, Financial and Demand Management.*

**C.11.1.5.** The tool must provide the ability to display the Service Catalog via a web interface available to the public of the Service Catalog to easily locate service offerings and/or service components.

**C.11.1.6.** The tool must provide the ability to define key Service Management roles, such as Service Catalog Manager, Service Designer, Service Team Manager, etc., with established levels of rights

**C.11.1.7.** The Tool must facilitate the creation of user defined business rules and workflow automation in support of review, approval and task routing based requests against published services in the catalog.

**C.11.1.8.** The Tool must provide User integration with the Incident, Event and Problem modules allowing for a single ID and password to maintain both case work and catalog order work.

### **C.11.2. Non-Mandatory Specifications**

**C.11.2.1.** Service Requests can be created and tracked through the Service Catalog.

**C.11.2.2.** The tool incorporates a search engine to facilitate the requestor's ability to quickly find services they desire.

**C.11.2.3.** The tool facilitates the ability to provide a view of services associated to specific business functions based on usage or subscription. For example, ability to build and provide a "My Service Catalog" view.

**C.11.2.4.** Facilitate the ability to publish different levels of the same service (e.g.: Bronze, silver, gold levels)

**C.11.2.5.** Facilitate the management of service states. For example, differentiate services in design versus services in production

**C.11.2.6.** Support the tracking and publishing of Service Related Reports.

**C.11.2.7.** Support distributed, role-based Service Catalog Management – including service design and maintenance, enabling different aspects of the Service Catalog to be configured and maintained by different roles (e.g.: service manager role, business relationship manager role).

**C.11.2.8.** Facilitate the creation of user defined business rules and workflow automation in support of review, approval and task routing based requests against published services in the catalog.

**C.11.2.9.** Ability to export metrics to show orders, order status, delays, etc.

**C.11.2.10.** The Service Catalog provide views into services which have Supplier involvement, and allow an insight into their performance

**C.11.2.11.** Tie IT services in the Catalog back to General Ledger and Costing tools.

**C.11.2.12.** Allow the requestor to monitor the status of service delivery.

**C.11.2.13.** Provide the ability to do detailed price/cost modeling, to determine the cost unit structures for each Service Offering.

**C.11.2.14.** Support the publishing of the Service Catalog in multiple languages.

- C.11.2.15. Customizable service definition templates and pre-packaged Service Catalog content.
- C.11.2.16. The Service Catalog links to appropriate SLAs in order to measure request fulfillment against targets
- C.11.2.17. Service Catalog Management Module integrates with IT Service Desk, Incident Management systems.
- C.11.2.18. Service Catalog integrate with the Configuration Management Database or System
- C.11.2.19. For service components that can be requested by end users, the tool supports the ability to include service request forms.
- C.11.2.20. Provide the ability to define and manage Business Agreements against the Service Offerings contained in the Service Catalog.
- C.11.2.21. Provide the ability to do detailed price/cost modeling, to determine the cost unit structures for each Service Offering.
- C.11.2.22. Support the publishing of the Service Catalog in multiple languages.
- C.11.2.23. Customizable service definition templates and pre-packaged Service Catalog content.
- C.11.2.24. The Service Catalog links to appropriate SLAs in order to measure request fulfillment against targets
- C.11.2.25. Service Catalog Management Module integrates with IT Service Desk, Incident Management systems.
- C.11.2.26. Service Catalog integrate with the Configuration Management Database or System
- C.11.2.27. For service components that can be requested by end users, the tool supports the ability to include service request forms.
- C.11.2.28. Provide the ability to define and manage Business Agreements against the Service Offerings contained in the Service Catalog.

## **C.12. Service Portfolio Management**

### **C.12.1. Non-Mandatory Specifications**

- C.12.1.1. The tool may enable the creation and publication of all Service Offerings in the Service Portfolio, including:
  - C.12.1.1.1. Services under development/consideration, but not released (service pipeline).*
  - C.12.1.1.2. In production/operation (for the Service Catalog).*
  - C.12.1.1.3. Retired/discontinued offering.*
- C.12.1.2. The tool may support the management of a Service Portfolio, comprising a Service Pipeline, and Service Catalog. E.g.: Ability to manage the service "lifecycle status" from strategy to design through to transition, operation, and retirement.
- C.12.1.3. The Service Portfolio may support tracking status of services throughout the service lifecycle, using statuses such as requirements, defined, analyzed, approved, chartered, designed, developed, built, test, released, operational, retired.
- C.12.1.4. The tool may provide the ability to define potential Service Offerings in the pipeline for evaluation by IT management and business unit customers.
- C.12.1.5. The tool may support recording of technical aspects of services, such as applications used, IT owners, Supporting services, dependent services, and OLAs, contracts and agreements?
- C.12.1.6. The Service Catalog tool may provide support for Service Portfolio Management, IT Financial Management, and Demand Management processes in relationship to business planning and tracking actual versus forecasted consumption and cost.
- C.12.1.7. The tool provides the ability to optimize the Service Portfolio by tracking and reporting on Service Offering and Service Component usage, costs, and service level performance.
- C.12.1.8. The tool supports recording of business-related attributes of services, such as business processes supported, business owners, and business users.
- C.12.1.9. The tool provides the ability to support the forecast of service consumption relative to key drivers such as number of users, cost elements, and optional service components, as well as agreed service levels.
- C.12.1.10. The tool supports recording of financial attributes of services, such as service cost, service charges, and service revenue.
- C.12.1.11. The Service Portfolio form part of or integrate with the Configuration Management System (CMS) and Service Knowledge Management System.

**C.12.1.12.** The tool provides an interface for IT Business Relationship Managers and Service Level Managers to monitor and detect potential issues such as actual consumption not matching planned consumption and/or actual service level performance not matching planned service level performance.

## **C.13. Change Management**

### **C.13.1. Mandatory Requirements**

**C.13.1.1.** The tool must allow for only authorized personnel to submit RFCs (Request for Changes).

**C.13.1.2.** The tool must support the entry of free text as well as the use of codes for RFC classification (category and priority).

**C.13.1.3.** The tool must facilitate the monitoring and tracking of the lifecycle of a Change request. For example, tracking a Change through the different stages of authorization, coordination, and review.

**C.13.1.4.** The tool must facilitate the ability to control, read, write, and modify access for Change Management staff, Change builders, testers, etc., to update Change records throughout the Change lifecycle.

**C.13.1.5.** The tool must facilitate the routing of RFCs to the appropriate authorization bodies as defined within the ITIL Change Management Process. For example, Category 1 – Change Manager, Category 2 – Change Advisory Board, Category 3 – IT Executive.

**C.13.1.6.** The tool must facilitate the ability to reject Changes. For example, status of reject, ability to record reason for rejects notification to the Service Desk and End Users.

**C.13.1.7.** The tool must facilitate the recording of impact assessment information within the Change record in order to support the Change authorization process. For example, the embedding of attachments such as technical reviews and reports.

**C.13.1.8.** The tool must facilitate the recording of back-out procedures within the Change record.

**C.13.1.9.** The tool must facilitate the scheduling of Change reviews for implemented Changes after definable time periods.

**C.13.1.10.** Facilities must exist for establishing and maintaining the logical association between Incidents and Changes. For example, linkage when a Change record is created based on an existing incident record.

**C.13.1.11.** The tool must facilitate the communication of Change information and schedules that can be distributed to the Service Desk and user groups. For example, the use of email, change schedules or whiteboard communication methods.

**C.13.1.12.** Facilities must exist for establishing and maintaining the logical association between Problem Records and Changes. For example, linkage when a Change record is created based on an existing problem record.

**C.13.1.13.** The tool must facilitate the task of updating CI information in the CMDB. For example, the Change tool is integrated with the CMDB to the level that CI records can be associated to the Change record and be updated as part of the Change Management workflow.

**C.13.1.14.** The change tool must be able to access CI detail to assist in the assessment of Change authorization. For example, the use of impact information such as relationships and CI criticality when considering authorization of a Change request.

**C.13.1.15.** Facilitate dashboard output to review changes in their current state and process in the workflow.

### **C.13.2. Non-Mandatory Specifications**

**C.13.2.1.** The tool facilitates the production of Change schedules. For example, build, testing, and implementation schedules.

**C.13.2.2.** The tool may facilitate integration with Release and Deployment activities by supporting Release and Change workflow integration at the task and record level.

**C.13.2.3.** Ability to output the change schedule in an external calendar format – eg, Outlook, Google, and or Apple calendar formats.

**C.13.2.4.** The tool facilitates the identification of post implementation impact and resource utilization for completed Change. For example, are Incidents and Problems resulting from an implemented Change easily identified? Also, can planned vs. actual resource utilization be tracked and analyzed?

## **C.14. Capacity Management**

### **C.14.1. Non-Mandatory Specifications**

- C.14.1.1. The tool facilitates the collection of data to measure capacity levels of specific Configuration Items (CIs)
- C.14.1.2. The tool facilitates the collection of data to measure capacity and performance levels of IT components from various domains/platforms used as part of an IT system? For example, the ability to select specific Configuration Items from a series of technical domains and to then aggregate the capacity data from these objects to a logical system objects.
- C.14.1.3. The tool facilitates the collection of data to measure capacity and performance levels of IT systems as they relate to IT services.
- C.14.1.4. The tool facilitates the recording of all relevant capacity data in a repository. For example, ability to store service, system, and component utilization data for reporting and analysis purposes.
- C.14.1.5. The tool facilitates the monitoring of CI performance and usage levels against customer defined thresholds. For example, actual vs. forecasted usage of a given component parameter (i.e.: CPU Usage).
- C.14.1.6. The tool facilitates performance measures such as the measurement of end-to-end response time. For example, collects information at all levels of the infrastructure to provide performance measurement of a service, as perceived by the end-user.
- C.14.1.7. The tool has mechanisms to self-regulate its resource (footprint) consumption in the target-monitored environment, avoiding adverse impact on production.
- C.14.1.8. The tool provides means to facilitate the control of the frequency and format of the monitoring activities. For example, by defining the time of day the collecting will take place, and discarding non-relevant periods such as weekends or non-business hours.
- C.14.1.9. The tool facilitates trend analysis by providing access to historic and time-based capacity and performance data.
- C.14.1.10. The tool facilitates the identification of workload and usage patterns over time.
- C.14.1.11. The tool facilitates integration with Event and discovery tools for the auto generation of Incident records  
For Example: Solarwinds
- C.14.1.12. The tool facilitates the monitoring of IT services and systems as they are reflected in the object and data model design of the CMDB. The tool should facilitate the capability of monitoring capacity and performance of IT systems as they are defined within the CMDB.
- C.14.1.13. The tool facilitates integration with availability monitoring tools, in order to correlate and compare capacity and availability data collected against the same CIs.
- C.14.1.14. The tool facilitates the monitoring of capacity and performance levels in order to support SLA targets.
- C.14.1.15. The tool facilitates modeling, sizing and load testing of applications? For example, by providing flexible, user-friendly, modeling capabilities, the tool will support the development of capacity criteria for a new or modified system being introduced to the production environment.
- C.14.1.16. The tool incorporates features to facilitate the planning and modeling of key infrastructure components. For example, by supporting predictive modeling and in support of "what if" scenarios.
- C.14.1.17. The tool facilitates the modeling of key IT system components according to business process volumes. For example, how would a 10% growth in the business impact the supporting infrastructure?

## **C.15. Financial Management – Service Costing**

### **C.15.1. Non-Mandatory Specifications**

- C.15.1.1. The tool provides the ability to do detailed price/cost modeling, to determine the cost unit structures for service offerings published in the Service Catalog.
- C.15.1.2. The tool ties IT Services in the Service Catalog back to General Ledger accounts or costs centers. For example, support for breaking down a service price into multiple general ledger or cost center codes
- C.15.1.3. The tool supports different cost models based on varying service levels for the services published in the Service Catalog.
- C.15.1.4. The tool distinguishes and differentiates between Service Cost and Service Price. For example, does it allow you to set a price for the service based on demand metrics, but track separately the actual cost to provide the service?
- C.15.1.5. The tool supports a hierarchical service based costing model. For example, a customer facing application or user services is understood to contain an allocation of supporting IT Infrastructure/Technical Services costs such as network or storage based on a defined unit or driver?

- C.15.1.6.** The tool integrates with the General Ledger System, HR Time Tracking System, and other internal tools for tracking and managing and reporting on IT spend.
- C.15.1.7.** The tool supports the aggregation of IT service consumption based on organizational relationships. For example, distributed, departmental or geographical business unit service consumption is reported based on business unit relationships.
- C.15.1.8.** The tool supports the creation of customized reports related to service based costing, consumption and recovery.
- C.15.1.9.** The tool supports business planning in support of the annual budgeting processes.
- C.15.1.10.** The tool supports demand management and scenario modeling in terms of potential business changes in consumption or service costs.
- C.15.1.11.** The tool provides the ability to pull from financial attributes recorded and managed in the CMDB to support service-based costing objectives.
- C.15.1.12.** The tool provides an interface for IT Business Relationship Managers and Service Level Managers to monitor and detect potential issues such as actual consumption not matching planned consumption in terms of budgets and forecasted spend?
- C.15.1.13.** The tool supports the routing of requests and procurement activities to cost center approvers.
- C.15.1.14.** The tool supports a real time interface for CDR (Call Detail Reporting) data that comes from the State's SL100 and Avaya Communications Manager which provides real time call records that need to be stored by the application. The systems support a flat charge rate system for long distance calls. The Call Detail Reporting interface provides the outbound number and destination number as well as the duration of the call, which will need to be stored in the system and converted to the appropriate charges.
- C.15.1.15.** The tool supports a flat charge rate system for long distance calls as part of the Call Detail Reporting.
- C.15.1.16.** OMES ISD in addition to one time fees also charges monthly phone service fees. The tool needs to support supplying an e-mailed invoice summary to users on a monthly basis.
- C.15.1.17.** The tool support users to be able to login and review billing details as well as summarize the invoice by budget/department codes.

## **C.16. Incident Management**

### **C.16.1. Mandatory Requirements**

- C.16.1.1.** The tool must facilitate the creation, modification, resolution and closure of Incident records.
- C.16.1.2.** The tool must support the classification of an Incident by IT services as well as technology failure.
- C.16.1.3.** The tool must facilitate the ability to automate Incident models and workflow based on record classification. For example, automated prioritization, assignment, and escalation of Incidents based on the record classification?
- C.16.1.4.** The tool must support the input of free text for the recording of Incident descriptions and resolution activities.
- C.16.1.5.** During Incident registration, time, date and Incident number fields must be automated.
- C.16.1.6.** The tool must restrict the ability to open, modify and close Incident records based on role.
- C.16.1.7.** The tool must automate the rapid classification and recording of Incidents. For example, the use of Incident templates or rapid cloning/copying of an Incident that is already open.
- C.16.1.8.** The tool must facilitate the association of Incident records to user and customer data.
- C.16.1.9.** The tool must enable priority, impact, and urgency indicators to be allocated to Incident records.
- C.16.1.10.** The tool must facilitate the monitoring and tracking of Incidents based on Service Level Agreements. For example, automated escalations based on targets for response or resolution not being met.
- C.16.1.11.** The tool must facilitate the monitoring and tracking of Incidents based on Operational Level Agreements. For example, automated escalations based on targets for response or resolution not being met.
- C.16.1.12.** The tool must provide a secure historical audit log of all Incident updates and resolution activities.
- C.16.1.13.** The tool must facilitate Incident closures by utilizing configurable Incident closure categorization codes.
- C.16.1.14.** The tool must facilitate Incident matching and trending in support of Problem identification.

- C.16.1.15. The tool must enable and maintain the relationships between Incident, and Problem records.
- C.16.1.16. The tool must facilitate the closure of all Incidents when the associated Problem is resolved.
- C.16.1.17. The tool must integrate with a CMDB to support the association of Incident records to CI records.
- C.16.1.18. The tool must provide integration with the Request Fulfillment tool to rapidly open Requests based on an existing Incident.
- C.16.1.19. The tool must provide integration with the Change Management tool to rapidly open Changes based on an existing Incident.
- C.16.1.20. The tool must facilitate self-help and communication options. For example, an interface that allows users to check the status of Incidents or view outage information.
- C.16.1.21. The tool must facilitate the use of knowledge and or support scripts for Incident diagnosis and resolution.
- C.16.1.22. The tool must facilitate the creation of incidents from email.

## C.17. Availability Management

### C.17.1. Non-Mandatory Specifications

- C.17.1.1. The tool facilitates the monitoring of individual Configuration Item (CI) Availability.
- C.17.1.2. The tool facilitates the monitoring of an IT domain/platform or group of related CIs. (Example: Wintel Servers running MS Exchange).
- C.17.1.3. The tool facilitates the monitoring of an IT system and its various component parts. For example, all CIs regardless of domain related to supporting and application system such as MS Exchange.
- C.17.1.4. The tool facilitates the aggregation of availability data from multiple systems for service availability reporting.
- C.17.1.5. The tool facilitates the monitoring and calculation of end-to-end IT Service Availability as perceived by the customer of the Service. (Example: Messaging, File and Print, etc.)
- C.17.1.6. Availability data is stored and made easily accessible for historical analysis and reporting.
- C.17.1.7. The tool facilitates the creation of custom reports on CI, System, and Service Availability.
- C.17.1.8. The tool integrates with or has close links to event, discovery, and provisioning tools to monitor various levels of the IT environment.
- C.17.1.9. The tool support s the monitoring of established thresholds and raise alerts if availability thresholds are breached.
- C.17.1.10. The tool supports escalation and notification alerts requiring intervention based on a threshold breach, and does it offer a range of options depending upon the impact and severity of the event. (i.e.: Paging, email, digital bulletin board, etc.)
- C.17.1.11. The tool is capable of measuring the following elements.
  - C.17.1.11.1. *Mean time to repair (downtime)*
  - C.17.1.11.2. *Mean time between failures (uptime)*
  - C.17.1.11.3. *Mean time between Incidents*
  - C.17.1.11.4. *Number of Service degradations*
  - C.17.1.11.5. *Incident handling/resolution times*
- C.17.1.12. The tool supports the integration of Event Management tools for the automated generation of Incident Tickets.
- C.17.1.13. The tool supports the integration of Event Management tools for event correlation and Problem Identification.
- C.17.1.14. The tool facilitates the identification of weak or unstable Configuration Items through support for component failure analysis
- C.17.1.15. The tool facilitates identification and monitoring of Configuration Items within the CMDB.
- C.17.1.16. The tool supports fail over and resilience modeling.

**C.17.1.17.** The tool supports the ability to facilitate the identification of single points of failure within a system or service.

**C.17.1.18.** The tool supports the ability to model the effect upon Availability levels when new CIs are changed, removed, or added.

## **C.18. Event Management**

### **C.18.1. Mandatory Requirements**

**C.18.1.1.** The tool must facilitate the creation and/or monitoring of thresholds which would lead to the automated creation of event notifications and alerts.

**C.18.1.2.** The tool must allow the creation of business rules for interpreting events.

**C.18.1.3.** The tool must automate the filtering out of irrelevant events, based on business rules.

**C.18.1.4.** The tool must provide flexible business rules and options for notifying appropriate individuals, such as email, page, network broadcast message, etc.

**C.18.1.5.** The tool must prioritize events according to pre-defined business rules.

**C.18.1.6.** The tool must allow for the correlation of related events in support of Problem Identification.

**C.18.1.7.** The tool must automate the association of events with CI records in the CMDB.

### **C.18.2. Non-Mandatory Specifications**

**C.18.2.1.** The tool automates the identification and consolidation of duplicate events.

**C.18.2.2.** The tool automatically closes irrelevant or self-correcting events according to business rules

**C.18.2.3.** The tool supports workload scheduling optimization based upon analysis of events.

**C.18.2.4.** The tool supports workload scheduling optimization based upon analysis of events.

**C.18.2.5.** The tool has the means to archive and consolidate event information.

**C.18.2.6.** The tool provides a consolidated view of events by service or system.

**C.18.2.7.** The tool facilitates the analysis of events to identify trends.

**C.18.2.8.** The tool correlates events from multiple monitoring tools and systems, including those from other Suppliers.

**C.18.2.9.** The tool is able to consolidate events from across various domains/platforms (multiple machines, platforms, monitoring systems, etc.).

**C.18.2.10.** After analyzing events, the tool can be configured to take the appropriate provisioning action (e.g.: A change, capacity adjustment, etc.) automatically, according to business rules.

## **C.19. Service Level Management**

### **C.19.1. Mandatory Requirements**

**C.19.1.1.** The tool must support the management of Service Level Agreements.

**C.19.1.2.** The tool must support the management and monitoring of Operational Level Agreements and supplier performance metrics.

**C.19.1.3.** The tool must facilitate the automation and management of service level targets in terms of automated business rules, alerts, escalations and notifications.

**C.19.1.4.** The tool must support Incident Management by automating, escalation, and notification activities based on response and resolution targets.

**C.19.1.5.** The tool must facilitate the production of real time performance dashboards related to service and process metrics

### **C.19.2. Non-Mandatory Specifications**

**C.19.2.1.** The tool automates service availability and performance threshold monitoring against defined Service Level Agreements.

**C.19.2.2.** The tool facilitates integration with monitoring and event management tools to enable triggering of service support related actions based on established thresholds.

- C.19.2.3.** The tool manages the scheduling of the review cycle and renewal of SLAs, OLAs and Supplier Contracts.
- C.19.2.4.** The tool facilitates the automation and monitoring of supplier contracts and agreements with third party suppliers.
- C.19.2.5.** The tool facilitates reporting against SLA requirements. For example, reports of service achievements against SLAs, reports of reasons for Service Level Agreement breaches and report of service exceptions against SLAs.
- C.19.2.6.** The tool supports the management of the Service Portfolio by tracking and reporting on service attributes and levels published in the Service Catalog.
- C.19.2.7.** The tool provides SLA access to Change Management. For example, access to Service Level Agreement details, implementation windows, change blackout periods, and availability requirements.
- C.19.2.8.** The tool facilitates the linkage of unique service levels to people records or Configuration Items.
- C.19.2.9.** The tool facilitates the verification and consistency of SLAs in their relationships to the Supplier Contracts and Operational Level Agreements. For example, ensuring that Incident response times in the OLA are not greater than what is promised in the SLA with the customer.

## **C.20. Knowledge Management**

### **C.20.1. Mandatory Requirements**

- C.20.1.1.** The tool must allow the creation of different access levels to the knowledge (i.e.: Read only, write, create, delete).
- C.20.1.2.** The tool must create a unique identifier for each knowledge record/document for ease of reference.
- C.20.1.3.** The tool must allow for the entry of free-form text, images, attachments, etc.
- C.20.1.4.** The tool must track and maintain knowledge ownership information.
- C.20.1.5.** The tool must facilitate the identification of redundant or duplicate information, whether in a single record, or multiple records.
- C.20.1.6.** The tool must automate the trending of knowledge use and identification of knowledge gaps.
- C.20.1.7.** The tool must facilitate searching of knowledge documents and records.
- C.20.1.8.** The tool must sort the data and documents using different search parameters, applicable platforms, technology type, etc.

### **C.20.2. Non-Mandatory Specifications**

- C.20.2.1.** The tool may facilitate the lifecycle of knowledge submission, validation, acceptance, update and retirement.
- C.20.2.2.** The tool allows the creation and enforced use of data input rules for creating knowledge records
- C.20.2.3.** Knowledge documents are quickly created from existing Incident, Problem, Change records, etc.
- C.20.2.4.** The tool allows the creation and maintenance of links between related knowledge documents or records.
- C.20.2.5.** The tool automates the population of knowledge records with author and owner data, creation date, as well as any other attributes desired by the organization.
- C.20.2.6.** The tool automates the trending of knowledge use and identification of knowledge gaps.
- C.20.2.7.** The tool should show the comparative relevance of the information during a search.
- C.20.2.8.** Knowledge documents are linked to from Incident, Problem, Change records, etc.
- C.20.2.9.** The tool provides the ability to archive knowledge which is no longer relevant.
- C.20.2.10.** The Knowledge Management tool and its data repositories form part of, or link to the Configuration Management System
- C.20.2.11.** The tool integrates with CMDB to support the association of Knowledge records to CI records
- C.20.2.12.** The tool automates the creation of an RFC or Service Request when knowledge needs to be modified
- C.20.2.13.** The tool facilitates the searching of multiple content repositories.
- C.20.2.14.** The tool facilitates searching of content that is stored in multiple formats.

- C.20.2.15.** The tool automates the creation and maintenance of FAQs for customer and user access.
- C.20.2.16.** The tool tracks how often a document or record is accessed or used.
- C.20.2.17.** The tool has the capability to load purchased commercially available knowledge packs into the knowledge management repository.
- C.20.2.18.** The tool has the capability to limit access to individual knowledge articles based on a user's profile to include but not limited to Agency, Division, Department.

## **C.21. Request Fulfillment Management**

### **C.21.1. Mandatory Requirements**

- C.21.1.1.** The tool must facilitate the creation, modification, fulfillment and closure of Service Request records.
- C.21.1.2.** The tool must provide the ability to create a pre-defined list of services which can be requested by end users.
- C.21.1.3.** The tool must provide the requestor with an entitlement-based view of the services they are authorized to request.
- C.21.1.4.** The tool must automate request routing for appropriate authorizations. (e.g.: Financial, security, etc.)
- C.21.1.5.** The tool must allow the end user to submit service requests, get detailed request status visibility, and cancel service orders that are no longer necessary.
- C.21.1.6.** The tool must automate the rapid categorization (e.g.: Provisioning vs. request for information), classification and recording of Service Requests.
- C.21.1.7.** The tool must facilitate customizable thresholds for automated escalation.
- C.21.1.8.** The tool must enable priority, impact, and urgency indicators to be assigned to Service Request records.
- C.21.1.9.** The tool must facilitate the generation of reports on outstanding (incomplete) Service Requests.
- C.21.1.10.** The tool must support the automated creation of Request Records from open Incident Records.
- C.21.1.11.** The tool integrates with CMDB to support the association of Request records to CI records.
- C.21.1.12.** The tool provides email notifications to end users and other interested parties as the Request Fulfillment progresses.

### **C.21.2. Non-Mandatory Specifications**

- C.21.2.1.** The tool has well-designed interface, making it easy for users to find services and order from a standard 'menu' of pre-defined service options.
- C.21.2.2.** The tool allows for matching of new Requests against existing Requests.
- C.21.2.3.** The tool supports the automated routing (alerting) to, and coordination of Service Requests among selected support staff or groups. For example, the Service Desk, Network Operations, Telecom, etc.
- C.21.2.4.** The tool facilitates complex request workflows through sequential and parallel tasking.
- C.21.2.5.** The tool facilitates the analysis of Service Requests to identify trends.
- C.21.2.6.** The tool links to feeds from other tools and departments, and provide information to other tools and departments (e.g.: HR, facilities)
- C.21.2.7.** The tool facilitates the creation of business rules for specific requests or groups of requests in order to automate the process, tasks, notifications, etc.
- C.21.2.8.** The tool facilitates the tracking of Service Requests against established SLA targets.
- C.21.2.9.** The tool measures ongoing demands for specific services and requests for those services.
- C.21.2.10.** The tool supports Incident trending and Problem identification related to Requests.
- C.21.2.11.** The tool provides linkage between Service Request records and the Service Catalog.
- C.21.2.12.** Does the tool facilitate billing or recover for services rendered (i.e.: Does it link to a financial tool or module)?
- C.21.2.13.** Specific Requests can be created such that costing and billing is automated when they are fulfilled.
- C.21.2.14.** The tool automates the recording and reporting of the ongoing costs of Request Fulfillment against particular cost centers, etc.

- C.21.2.15.** The requestor can open a Service Request through the Service Catalog interface.
- C.21.2.16.** The tool provides support for the coordination of back-end fulfillment across multiple other tools and processes (e.g.: Access Management process for access requests, Portfolio Management system for project or enhancement requests, and non-IT systems for requests such as facilities work orders)

## **C.22. Service Asset and Configuration Management**

### **C.22.1. Mandatory Requirements**

- C.22.1.1.** The tool must facilitate the registration and management of an organization's logical, physical and virtual Configuration Items (CIs)? For example, services, systems, hardware, software, documents, virtual machines, etc.
- C.22.1.2.** The tool must facilitate the recording of user definable CI attributes. For example, serial number, version, and location attribute.
- C.22.1.3.** The tool must facilitate role based access to the CMDB for read, write, and modify activities.
- C.22.1.4.** The tool must provide flexible management reports regarding CI inventory, asset and financial information to facilitate Configuration audits.
- C.22.1.5.** The tool must facilitate the integration and association of CMDB data with Incident records.
- C.22.1.6.** The tool must facilitate Incident Management in providing business criticality and impact indicators of failed CIs for classification of Incident records.
- C.22.1.7.** The tool must facilitate the integration and association of CMDB data with Problem Management records.
- C.22.1.8.** The CMDB must facilitate proactive Problem Management by identifying infrastructure components that are problematic or unstable. For example, does CI status accounting provide information about weak or maintenance prone Configuration Items?
- C.22.1.9.** The tool must facilitate the integration and association of CMDB data with the Change Management records.

### **C.22.2. Non-Mandatory Specifications**

- C.22.2.1.** The tool facilitates the automated validation of CI data through use of data validation and reconciliation techniques E.g.: Enforcement of standard naming conventions and reconciling federated data sources.
- C.22.2.2.** The tool facilitates the establishment of user definable relationships between CIs. For example, parent/child, peer-to-peer, upstream/downstream, installed on, hosts, etc.
- C.22.2.3.** The tool supports user defined CI lifecycle status management. For example, planned, ordered, under development, in test, implementation, production, in repair/maintenance.
- C.22.2.4.** The tool facilitates the recording of CI baselines or historical information. For example, reverting to a previous version of CI Configuration in the event that a Change fails.
- C.22.2.5.** The tool supports data federation and reconciliation with other data sources within the Configuration Management System.
- C.22.2.6.** The tool facilitates the verification of the CI data with the actual physical environment by automated or manual means. For example, the use of Systems Management tools to validate real time vs. static information.
- C.22.2.7.** The tool facilitates the linking of CI records to source content residing in the Definitive Media Library.
- C.22.2.8.** The tool facilitates the assessment and approval of Change requests by providing information on impacted CIs.
- C.22.2.9.** The tool prevents changes from being made to the IT environment without authorization via Change Management. For example, CIs which are in a locked status due to month end schedules or controlled attributes which require a change record relationship for update.
- C.22.2.10.** The tool facilitates the identification of different RFCs that pertain to the same CIs.
- C.22.2.11.** The tool provides a form of (graphic) display to show the relationships between CIs.
- C.22.2.12.** The Configuration Management information can be used to automate the updating and provisioning of the live environment. For example, integration with software Release packages for software or virus definition updates.

- C.22.2.13.** The tool facilitates the automated discovery and re-establishment of relationships when CIs are added, deleted, or updated.
- C.22.2.14.** The Tool includes Enterprise Asset Discovery tools that integrate with the CMDB to facilitate a more automated maintenance and currency of the CMDB
- C.22.2.15.** The tool supports multiple tenancy constructs throughout all integrated components, reporting components and databases as well as an overall State level, Enterprise view.
- C.22.2.16.** The tool supports maintenance of approved software profiles with the ability to compare discovered installed software and optionally remove unauthorized software.

## **C.23. Release and Deployment Management**

### **C.23.1. Non-Mandatory Specifications**

- C.23.1.1.** The tool facilitates the management of the full lifecycle of Release and Deployment Management. For example, planning, building, testing, quality assurance, scheduling and deployment.
- C.23.1.2.** The tool facilitates the establishment and governance of release readiness criteria. For example, the ability to establish tasks or auditable requirements which support the decision process for determining if all release requirements have been met for deployment approval.
- C.23.1.3.** The tool incorporates or integrates with a Definitive Media Library (DML)
- C.23.1.4.** The tool supports workflow integration with a DML to support release deployment and provisioning activities.
- C.23.1.5.** The tool facilitates the building, bundling and scheduling of different types of Release packages for deployment.
- C.23.1.6.** The tool facilitates the flexible identification and control of all aspects of a release package such as software, hardware, documentation, training requirements, etc.
- C.23.1.7.** The tool facilitates the authorization and scheduling of Release deployments in conjuncture with a Change Management process and tool.
- C.23.1.8.** The tool facilitates the authorization and scheduling of Release deployments in conjuncture with a Change Management process and tool.
- C.23.1.9.** The tool facilitates the versioning of Release components and packages.
- C.23.1.10.** The tool facilitates the versioning of Release components and packages.
- C.23.1.11.** The tool integrates with the CMDB to gather or validate required information for Release builds and deployment activities.
- C.23.1.12.** The tool facilitates the update of the CMDB with new version and CI information after the deployment of a Release.
- C.23.1.13.** The tool integrates with CMDB to support the association of Release records to CI records.
- C.23.1.14.** The tool ensures that Release deployments are subject to scheduling and approvals requirements managed by the Change Management process.
- C.23.1.15.** The tool facilitates the automated updating of the CMDB based prior to or following an approved release.
- C.23.1.16.** The tool facilitates the management and tracking of software licenses.
- C.23.1.17.** The tool has the capability to handle varying Release models such as large-scale or phased deployment.

## **C.24. Problem Management**

### **C.24.1. Mandatory Requirements**

- C.24.1.1.** The tool must facilitate the creation, modification, and closure of Problem records.
- C.24.1.2.** The tool must support the ability to distinguish between an Incident and Problem Records.
- C.24.1.3.** The tool must enable impact and urgency codes to be assigned to Problem records.
- C.24.1.4.** The tool must facilitate progress tracking and monitoring of Problems. For example, tracking ownership and responsibility for establishing root cause.
- C.24.1.5.** The tool must facilitate the escalation of Problems after pre-defined thresholds have been breached.

- C.24.1.6.** The tool must provide historical data on Problems and Known Errors for use by support staff during the investigation process.
- C.24.1.7.** The tool must facilitate the entry of free text for the recording of Problem descriptions and resolution activities.
- C.24.1.8.** The tool must facilitate the association of Problem records to Change records.
- C.24.1.9.** The tool must integrate with CMDB to support the association of Problem records to CI records.
- C.24.1.10.** The tool must facilitate the association and maintenance of the relationships between Incident and Problem records.

**C.24.2.** Non-Mandatory Specifications

- C.24.2.1.** The tool facilitates the automated matching of Incidents to Problems and Known Errors.
- C.24.2.2.** The tool supports the ability to route and assign Problem records to pre-defined support staff or groups.
- C.24.2.3.** The tool facilitates the automated creation of Problem records from Incidents records.
- C.24.2.4.** The tool enables the Problem Management team to communicate status and progress reports, as well as temporary solutions and workarounds to the Service Desk staff.
- C.24.2.5.** The tool is able to automate the increase in the severity or impact classification of a Problem according to the number of associated Incidents and/or the number of End Users affected.

**C.25. Interfaces/Integration**

**C.25.1.** Mandatory Requirements

- C.25.1.1.** The tool must provide for an interface with the State's current version of PeopleSoft HCM for the population of worker or user records.

**C.25.2.** Non-Mandatory Specifications

- C.25.2.1.** The tool may provide for an interface with Active Directory and Microsoft Exchange to populate worker records.
- C.25.2.2.** The tool supports a real time interface for CDR (Call Detail Reporting) data, that comes from the State's SL100 and Avaya Communications Manager which provides real time call records that need to be stored by the application and utilized in invoicing customers.
- C.25.2.3.** Able to interface with the PeopleSoft GL system by any variety of mechanisms, at minimum an exported data file that can be imported by PeopleSoft.
- C.25.2.4.** The Tool integrates/interfaces with Altiris Asset Management System to populate the CMDB (Configuration management Database)
- C.25.2.5.** The Tool integrates/interfaces with Solar Winds to populate the CMDB for Virtual Server information.
- C.25.2.6.** The Tool allows for integration with monitoring and asset management products; such as Solar Winds, Altiris, etc. to allow technicians to view case information about IT assets, while in the monitoring or asset tools.
- C.25.2.7.** The tool provides for API's or extensions to all for external system access.

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## **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 Suppliers.

### **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 Suppliers. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the Supplier(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 Suppliers 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 Suppliers, for any and all items in the Supplier’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 Supplier’s offer may be subject to negotiations and subsequent revision. As part of the negotiations, the Supplier 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 Supplier 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**

The resultant contract may be awarded to the supplier whose proposal and pricing are deemed most advantageous to the State. Proposal considerations may include (in no order of precedence):

- D.4.1.** Responsiveness
- D.4.2.** Non-Mandatory Specifications
- D.4.3.** Answers to Clarifying Questions
- D.4.4.** Information received on any requested demonstrations
- D.4.5.** Pricing
- D.4.6.** Responses to references and experience of firm and employees assigned to the contract
- D.4.7.** Financial data
- D.4.8.** Accessibility requirements

### **D.5. Evaluation Process**

#### **D.5.1. 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
- VPAT Form 053

- Amendments, if issued, are acknowledged.
- Mandatory Requirements met in Section C
- Mandatory Requirements met in Section F
- Response to Section G

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

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

**D.5.2. Evaluation of Offer**

The technical section of the offer is evaluated based on the submittals.

**D.5.3. Evaluation of Cost**

Cost comparisons are performed.

**D.5.4. Demonstrations**

If desired by the evaluation committee, the Supplier 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 Suppliers, at any point during the evaluation. The State may negotiate any and all content of the offer.

- D.5.6.** Suppliers 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.

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## **E. INSTRUCTIONS TO SUPPLIER**

### **E.1. Introduction**

Prospective Suppliers are urged to read this solicitation carefully. Failure to do so shall be at the Supplier'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 Supplier 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 Supplier'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 Supplier respond in a complete, but concise manner. It is the Supplier's sole responsibility to submit information in the offer as requested by the solicitation. The Supplier's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the Supplier's offer.

**E.3.2.** Copies: Proposal should be paginated and indexed in alpha order with reference to RFP sections. Proposal must include an original (1) hardcopy, and five (5) duplicate copies for a total of six (6) hardcopy documents. The documents' front pages should indicate original or copy.

**E.3.3.** The Supplier should include a "machine readable" version on CD or DVD, of the Supplier's offer. One (1) original, plus one (1) copy for a total of two (2) electronic documents, one electronic version should be indicated as the original.

### **E.4. Proprietary and/or Confidential**

**E.4.1.** Suppliers 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 CIO shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

**E.4.2.** If a Supplier believes particular information requested by the RFP for evaluation purposes is proprietary, the Supplier 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 Supplier 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.5. Oklahoma Open Records Act**

Proposals are subject to public disclosure in accordance with the Open Records Act and will not be considered confidential except as determined by the Oklahoma Chief Information Officer in his sole discretion.

### **E.6. Communications Concerning Solicitation**

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

### **E.7. Administrative Review**

**E.7.1.** Suppliers 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 April 9, 2014. 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.8. General Solicitation Questions

Supplier may submit general questions concerning the specifications of the solicitation. All questions and answers regarding this RFP shall be posted to the IT procurement wiki at:

<https://wiki.ok.gov/display/itprocurement/0900000127>

**E.8.1.** 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.8.2.** 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 Supplier's lack of access if the request is not made within this timeline.

**E.8.3.** 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.8.4.** These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES website and linked on the wiki. Suppliers are advised that any questions received after 3 p.m. Central Time on April 23, 2014 shall not be answered.

## E.9. P-Cards

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

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

Yes  No  (check one)

## E.10. Electronic Funds Transfer (EFT)

The State of Oklahoma passed legislation in 2012 requiring funds disbursed from the State Treasury be sent electronically.

If awarded a contract will your company accept payment for invoices from the State by EFT:

Yes  No  (check one)

## E.11. Deliverables

Responses should be bond, tabbed by section, and clearly marked as Original or Copy.

Note: Deliverables are to be in both hard copy and in a single machine-readable format on either CD or DVD.

**E.11.1.** Section One – Introduction

- a) Letter of Introduction
- b) Completed "Responding Bidder Information" OSF Form 076.
- c) Completed "Certification for Competitive Bid and Contract" OSF Form 004.
- d) Signed Amendment(s), if any.
- e) Any exceptions to solicitation terms and conditions.

**E.11.2.** Section Two – Software as a Service (SaaS)

**E.11.2.1.** The SaaS on demand solution should function using standard web browsers such as Mozilla Firefox, Google Chrome, Safari, Opera and Internet Explorer 6.0 or greater. Supplier should indicate known browsers that are non-compatible.

**E.11.2.2.** Supplier should describe the SaaS on demand operations and support capabilities such as physical, logical and process in nature, including but not limited to data center, operational environment, software architecture, client architecture, user interface, application and database architecture, security architecture, access security, data security, network security, physical security, data archiving strategy, backup strategy, disaster recovery plan, bandwidth capability and service level agreements (SLA).

**E.11.3.** Section Three – Go-Live Maintenance and Support

The successful Supplier must describe their immediate Go-Live Maintenance and Support in detail, limit to two pages.

**E.11.3.1.** Contractor must provide ongoing support via phone or email for 60 days after initial go-live

**E.11.3.2.** Supplier must provide their service level agreement (SLA) or contract that details the Supplier responsibilities, response times, and escalation process.

**E.11.4.** Section Four – References

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

**E.11.5.** Section Five – Company Information

Supplier 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.11.6.** Section Six – Response to Requirements

Provide detailed response to specifications/requirements outlined in Section C – utilizing Section G – Supplier Response Tool.

**E.11.7.** Section Seven – EITA Compliance

Provide adequate information defining your products level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the attached VPAT & Accessibility - OMES Form 053 also attached is the VPAT Instructions Template.

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

**E.11.8.** Section Eight – Supplier Agreements

Supplier shall provide any required software licenses, maintenance, or service agreements.

Note: Any software licensing, maintenance, or service agreements the Supplier requires, should they be the successful Supplier, not submitted with Supplier's original offer shall not be considered

**E.11.9.** Pricing

All information relating to costs are to be sent in a separate binder/envelope, clearly marked as "Price."

**E.12. Awardee Financial Status**

Prior to award the state may choose to request information from the proposed awardee to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Supplier 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 Supplier 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.

**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 Supplier and shall result in a binding contract.

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## **F. PRICE AND COST**

**A separate pricing document should be submitted for each solution presented. Pricing should be submitted in a separate, sealed envelope. Software subscription pricing must be for the first year and for six (6) subsequent option years.**

### **F.1. Pricing included in the response should include the following components (if applicable):**

- F.1.1.** The Supplier must provide a pricing chart or table detailing the calculations and assumptions to derive Total Cost of Ownership (TCO) by user seat or subscription of their solution based on several levels of installed license seats or subscription bundles.
  - F.1.1.1.** License seats or subscription bundles may be by site-license, volume-license or enterprise users.
  - F.1.1.2.** The Supplier should detail the TCO by user seat or subscription level of functionality, e.g. full-user, requestor, viewer, or submitter.
- F.1.2.** Software subscription cost per user
- F.1.3.** Licensing fees
- F.1.4.** Maintenance agreements & fees
- F.1.5.** Support costs, first year and six subsequent option years

Note: Travel costs should be included as a not to exceed amount in the Supplier's proposal response. Travel expenses must be billed at cost, with supporting documentation included.

### **F.2. Implementation and Training Pricing**

- F.2.1.** The Supplier must provide a chart or table detailing the calculations and assumptions to a tiered, staged, or phased approach to IMPLEMENTATION pricing and cost.
- F.2.2.** The Supplier must provide a chart or table detailing the calculations and assumptions to a tiered, staged, or phased approach to TRAINING pricing and cost.
- F.2.3.** The Supplier must provide initial Implementation and configuration price or cost for services as explained in section C.8 – Implementation Services.
- F.2.4.** The Supplier must provide a response to training price and cost – include types of training available or as indicated in Section C.9 – Training Services.
- F.2.5.** Additional training not already included in the response. Please provide options (online, instruction, CBT, etc) and pricing.
- F.2.6.** Creative, innovative or novel approaches will be considered IN ADDITION to the required IMPLEMENTATION and TRAINING PRICING.
- F.2.7.** The Supplier should include Professional Services Fee Structures. These fee structures should include Data Migration/Conversion Services from existing enterprise Customer Relationship Management systems.

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## G. Supplier Response Tool

Section Number	Specifications
C.10.1.	<b>General Specifications – Mandatory</b>
C.10.1.1.	<b>Solution must be a web based system.</b>
Response:	
C.10.1.2.	<b>Software must encrypt all passwords in use and in storage. Never display a password in clear text that can be viewed by a third party.</b>
Response:	
C.10.1.3.	<b>Software must be available as a Software as a Service (SaaS); 24 hours a day, 7 days a week, 365 days a year; at least 99% of the time during prime time (7am to 7pm CST); at least 95% during off-peak hours (7pm-7am CST).</b>
Response:	
C.10.1.4.	<b>The SaaS on demand solution shall function using standard web browsers such as Mozilla Firefox, Google Chrome, Safari, Opera and Internet Explorer 6.0 or greater. Supplier shall indicate known browsers that are non-compatible.</b>
Response:	
C.10.1.5.	<b>Supplier shall describe the SaaS on demand operations and support capabilities such as physical, logical and process in nature, including but not limited to data center, operational environment, software architecture, client architecture, user interface ,application and database architecture, security architecture, access security, data security, network security, physical security, data archiving strategy, backup strategy, disaster recovery plan, bandwidth capability and service level agreements (SLA).</b>
Response:	
C.10.1.6.	<b>The tool must facilitate customization of reporting functions. For example, ability to build custom report types based upon multiple field, multiple record selection.</b>
Response:	
C.10.1.7.	<b>Ability for the state to modify workflows as processes and procedures change.</b>
Response:	
C.10.1.8.	<b>Ability for State staff to make adjustments to require some fields and not require other fields.</b>
Response:	
C.10.1.9.	<b>The tool facilitates flexible report generation. For example, by providing means to customize reports, availability of built-in templates, types of graphs and charts, etc.</b>
Response:	
C.10.1.10.	<b>The tool must facilitate flexible report generation and the production of management reports from historical Incident records.</b>
Response:	
C.10.1.11.1.	<b>Solution must provide audit trail of changes (who changed what when).</b>
Response:	
C.10.1.11.2.	<b>Solution must support single-sign-on (SSO).</b>
Response:	
C.10.1.11.3.	<b>Solution must provide enterprise configuration options.</b>
Response:	
C.10.1.11.4.	<b>Solution must provide organization based security.</b>

Section Number	Specifications
Response:	
C.10.1.11.5.	Solution must provide administrative capabilities by role.
Response:	
C.10.1.11.6.	Solution must provide Active Directory/LDAP integration for user management.
Response:	
C.10.1.11.7.	Solution must have role based privileges across the application.
Response:	
C.10.2	<b>General Specifications – Non-Mandatory</b>
C.10.2.1.	Tool uses terms and definitions that align with ITIL terms and definitions.
Response:	
C.10.2.2.	The tool complies with open standards, facilitating access to data stored in the Data Base by external reporting tools. For example, allowing the data to be queried through standard SQL commands.
Response:	
C.10.2.3.	The tool provides for a user chat function or integration with chat tools.
Response:	
C.11.1.	<b>Service Catalog Management – Mandatory</b>
C.11.1.1.	<p>Service Catalog tool must support the creation and publication of service offerings with:</p> <p>C.11.1.1.1. Descriptions of service offering features, functions and benefits in business terms.</p> <p>C.11.1.1.2. Supported service levels and available service level options.</p> <p>C.11.1.1.3. Pricing and costing levels related to service levels selected.</p> <p>C.11.1.1.4. Included Service Components and attributes.</p>
Response:	
C.11.1.2.	The tool must allow the State to organize services into logical groupings or hierarchical structures that can be used to assemble services in customer- and business-relevant packages or offerings.
Response:	
C.11.1.3.	The tool must support the creation and publication of Service Components that may include both Professional Services (e.g.: Database Management, Incident Management) and Technical Services (e.g.: A business application service)?
Response:	
C.11.1.4.	<p>The tool must facilitate role-based views for the Service Catalog For example:</p> <p>C.11.1.4.1. An “IT View” for service design, service level management, and request fulfillment,</p> <p>C.11.1.4.2. A “User View” including services that specific user can have based on access entitlement.</p> <p>C.11.1.4.3. A business customer or “Portfolio View” to support Planning, Relationship, Financial and Demand Management.</p>
Response:	
C.11.1.5.	The tool must provide the ability to display the Service Catalog via a web interface available to the public of the Service Catalog to easily locate service offerings and/or service components.
Response:	
C.11.1.6.	The tool must provide the ability to define key Service Management roles, such as Service Catalog Manager, Service Designer, Service Team Manager, etc., with established levels of rights
Response:	

<b>Section Number</b>	<b>Specifications</b>
C.11.1.7.	The Tool must facilitate the creation of user defined business rules and workflow automation in support of review, approval and task routing based requests against published services in the catalog.
Response:	
C.11.1.8.	The Tool must provide User integration with the Incident, Event and Problem modules allowing for a single ID and password to maintain both case work and catalog order work.
Response:	
C.11.2.	<b>Service Catalog Management –Non-Mandatory</b>
C.11.2.1.	Service Requests can be created and tracked through the Service Catalog.
Response:	
C.11.2.2.	The tool incorporates a search engine to facilitate the requestor's ability to quickly find services they desire.
Response:	
C.11.2.3.	The tool facilitates the ability to provide a view of services associated to specific business functions based on usage or subscription. For example, ability to build and provide a "My Service Catalog" view.
Response:	
C.11.2.4.	Facilitate the ability to publish different levels of the same service (e.g.: Bronze, silver, gold levels)
Response:	
C.11.2.5.	Facilitate the management of service states. For example, differentiate services in design versus services in production
Response:	
C.11.2.6.	Support the tracking and publishing of Service Related Reports.
Response:	
C.11.2.7.	Support distributed, role-based Service Catalog Management – including service design and maintenance, enabling different aspects of the Service Catalog to be configured and maintained by different roles (e.g.: service manager role, business relationship manager role).
Response:	
C.11.2.8.	Facilitate the creation of user defined business rules and workflow automation in support of review, approval and task routing based requests against published services in the catalog.
Response:	
C.11.2.9.	Ability to export metrics to show orders, order status, delays, etc.
Response:	
C.11.2.10.	The Service Catalog provide views into services which have Supplier involvement, and allow an insight into their performance
Response:	
C.11.2.11.	Tie IT services in the Catalog back to General Ledger and Costing tools.
Response:	
C.11.2.12.	Allow the requestor to monitor the status of service delivery.
Response:	
C.11.2.13.	Provide the ability to do detailed price/cost modeling, to determine the cost unit structures for each Service Offering.
Response:	
C.11.2.14.	Support the publishing of the Service Catalog in multiple languages.

Section Number	Specifications
Response:	
C.11.2.15.	Customizable service definition templates and pre-packaged Service Catalog content.
Response:	
C.11.2.16.	The Service Catalog links to appropriate SLAs in order to measure request fulfillment against targets
Response:	
C.11.2.17.	Service Catalog Management Module integrates with IT Service Desk, Incident Management systems.
Response:	
C.11.2.18.	Service Catalog integrate with the Configuration Management Database or System
Response:	
C.11.2.19.	For service components that can be requested by end users, the tool supports the ability to include service request forms.
Response:	
C.11.2.20.	Provide the ability to define and manage Business Agreements against the Service Offerings contained in the Service Catalog.
Response:	
C.11.2.21.	Provide the ability to do detailed price/cost modeling, to determine the cost unit structures for each Service Offering.
Response:	
C.11.2.22.	Support the publishing of the Service Catalog in multiple languages
Response:	
C.11.2.23.	Customizable service definition templates and pre-packaged service catalog content.
Response:	
C.11.2.24.	The service catalog links to appropriate SLAs in order to measure request fulfillment against targets
Response:	
C.11.2.25.	Service catalog management module integrates with IT Service Desk, Incident Management systems.
Response:	
C.11.2.26.	Service catalog integrate with the configuration management database or system
Response:	
C.11.2.27.	For service components that can be requested by end users, the tool supports the ability to include service request forms.
Response:	
C.11.2.28.	Provide the ability to define and manage business agreements against the service offerings contained in the service catalog.
Response:	
C.12.1.	Service Portfolio Management – Non-Mandatory
C.12.1.1.	<p>The tool may enable the creation and publication of all Service Offerings in the Service Portfolio, including:</p> <ul style="list-style-type: none"> <li>C.12.1.1.1. Services under development/consideration, but not released (service pipeline).</li> <li>C.12.1.1.2. In production/operation (for the Service Catalog).</li> <li>C.12.1.1.3. Retired/discontinued offering.</li> </ul>

Section Number	Specifications
Response:	
C.12.1.2.	The tool may support the management of a Service Portfolio, comprising a Service Pipeline, and Service Catalog. E.g.: Ability to manage the service “lifecycle status” from strategy to design through to transition, operation, and retirement.
Response:	
C.12.1.3.	The Service Portfolio may support tracking status of services throughout the service lifecycle, using statuses such as requirements, defined, analyzed, approved, chartered, designed, developed, built, test, released, operational, retired.
Response:	
C.12.1.4.	The tool may provide the ability to define potential Service Offerings in the pipeline for evaluation by IT management and business unit customers.
Response:	
C.12.1.5.	The tool may support recording of technical aspects of services, such as applications used, IT owners, Supporting services, dependent services, and OLAs, contracts and agreements?
Response:	
C.12.1.6.	The Service Catalog tool may provide support for Service Portfolio Management, IT Financial Management, and Demand Management processes in relationship to business planning and tracking actual versus forecasted consumption and cost.
Response:	
C.12.1.7.	The tool provides the ability to optimize the Service Portfolio by tracking and reporting on Service Offering and Service Component usage, costs, and service level performance.
Response:	
C.12.1.8.	The tool supports recording of business-related attributes of services, such as business processes supported, business owners, and business users.
Response:	
C.12.1.9.	The tool provides the ability to support the forecast of service consumption relative to key drivers such as number of users, cost elements, and optional service components, as well as agreed service levels.
Response:	
C.12.1.10.	The tool supports recording of financial attributes of services, such as service cost, service charges, and service revenue.
Response:	
C.12.1.11.	The Service Portfolio form part of or integrate with the Configuration Management System (CMS) and Service Knowledge Management System.
Response:	
C.12.1.12.	The tool provides an interface for IT Business Relationship Managers and Service Level Managers to monitor and detect potential issues such as actual consumption not matching planned consumption and/or actual service level performance not matching planned service level performance.
Response:	
C.13.1.	<b>Change Management – Mandatory</b>
C.13.1.1.	The tool must allow for only authorized personnel to submit RFCs (Request for Changes).
Response:	
C.13.1.2.	The tool must support the entry of free text as well as the use of codes for RFC classification (category and priority).
Response:	
C.13.1.3.	The tool must facilitate the monitoring and tracking of the lifecycle of a Change request. For example,

Section Number	Specifications
	tracking a Change through the different stages of authorization, coordination, and review.
Response:	
C.13.1.4.	The tool must facilitate the ability to control, read, write, and modify access for Change Management staff, Change builders, testers, etc., to update Change records throughout the Change lifecycle.
Response:	
C.13.1.5.	The tool must facilitate the routing of RFCs to the appropriate authorization bodies as defined within the ITIL Change Management Process. For example, Category 1 – Change Manager, Category 2 – Change Advisory Board, Category 3 – IT Executive.
Response:	
C.13.1.6.	The tool must facilitate the ability to reject Changes. For example, status of reject, ability to record reason for rejects notification to the Service Desk and End Users.
Response:	
C.13.1.7.	The tool must facilitate the recording of impact assessment information within the Change record in order to support the Change authorization process. For example, the embedding of attachments such as technical reviews and reports.
Response:	
C.13.1.8.	The tool must facilitate the recording of back-out procedures within the Change record.
Response:	
C.13.1.9.	The tool must facilitate the scheduling of Change reviews for implemented Changes after definable time periods.
Response:	
C.13.1.10.	Facilities must exist for establishing and maintaining the logical association between Incidents and Changes. For example, linkage when a Change record is created based on an existing incident record.
Response:	
C.13.1.11.	The tool must facilitate the communication of Change information and schedules that can be distributed to the Service Desk and user groups. For example, the use of email, change schedules or whiteboard communication methods.
Response:	
C.13.1.12.	Facilities must exist for establishing and maintaining the logical association between Problem Records and Changes. For example, linkage when a Change record is created based on an existing problem record.
Response:	
C.13.1.13.	The tool must facilitate the task of updating CI information in the CMDB. For example, the Change tool is integrated with the CMDB to the level that CI records can be associated to the Change record and be updated as part of the Change Management workflow.
Response:	
C.13.1.14.	The change tool must be able to access CI detail to assist in the assessment of Change authorization. For example, the use of impact information such as relationships and CI criticality when considering authorization of a Change request.
Response:	
C.13.1.15.	Facilitate dashboard output to review changes in their current state and process in the workflow.
Response:	
C.13.2.	<b>Change Management – Non-Mandatory</b>
C.13.2.1.	The tool facilitates the production of Change schedules. For example, build, testing, and implementation schedules.

Section Number	Specifications
Response:	
C.13.2.2.	The tool may facilitate integration with Release and Deployment activities by supporting Release and Change workflow integration at the task and record level.
Response:	
C.13.2.3.	Ability to output the change schedule in an external calendar format – e.g., Outlook, Google, and or Apple calendar formats.
Response:	
C.13.2.4.	The tool facilitates the identification of post implementation impact and resource utilization for completed Change. For example, are Incidents and Problems resulting from an implemented Change easily identified? Also, can planned vs. actual resource utilization be tracked and analyzed?
Response:	
C.14.1.	Capacity Management – Non-Mandatory
C.14.1.1.	The tool facilitates the collection of data to measure capacity levels of specific Configuration Items (CIs)
Response:	
C.14.1.2.	The tool facilitates the collection of data to measure capacity and performance levels of IT components from various domains/platforms used as part of an IT system? For example, the ability to select specific Configuration Items from a series of technical domains and to then aggregate the capacity data from these objects to a logical system objects.
Response:	
C.14.1.3.	The tool facilitates the collection of data to measure capacity and performance levels of IT systems as they relate to IT services.
Response:	
C.14.1.4.	The tool facilitates the recording of all relevant capacity data in a repository. For example, ability to store service, system, and component utilization data for reporting and analysis purposes.
Response:	
C.14.1.5.	The tool facilitates the monitoring of CI performance and usage levels against customer defined thresholds. For example, actual vs. forecasted usage of a given component parameter (i.e.: CPU Usage).
Response:	
C.14.1.6.	The tool facilitates performance measures such as the measurement of end-to-end response time. For example, collects information at all levels of the infrastructure to provide performance measurement of a service, as perceived by the end-user.
Response:	
C.14.1.7.	The tool has mechanisms to self-regulate its resource (footprint) consumption in the target-monitored environment, avoiding adverse impact on production.
Response:	
C.14.1.8.	The tool provides means to facilitate the control of the frequency and format of the monitoring activities. For example, by defining the time of day the collecting will take place, and discarding non-relevant periods such as weekends or non-business hours.
Response:	
C.14.1.9.	The tool facilitates trend analysis by providing access to historic and time-based capacity and performance data.
Response:	
C.14.1.10.	The tool facilitates the identification of workload and usage patterns over time.
Response:	

Section Number	Specifications
C.14.1.11.	The tool facilitates integration with Event and discovery tools for the auto generation of Incident records For Example: Solarwinds
Response:	
C.14.1.12.	The tool facilitates the monitoring of IT services and systems as they are reflected in the object and data model design of the CMDB. The tool should facilitate the capability of monitoring capacity and performance of IT systems as they are defined within the CMDB.
Response:	
C.14.1.13.	The tool facilitates integration with availability monitoring tools, in order to correlate and compare capacity and availability data collected against the same CIs.
Response:	
C.14.1.14.	The tool facilitates the monitoring of capacity and performance levels in order to support SLA targets.
Response:	
C.14.1.15.	The tool facilitates modeling, sizing and load testing of applications? For example, by providing flexible, user-friendly, modeling capabilities, the tool will support the development of capacity criteria for a new or modified system being introduced to the production environment.
Response:	
C.14.1.16.	The tool incorporates features to facilitate the planning and modeling of key infrastructure components. For example, by supporting predictive modeling and in support of "what if" scenarios.
Response:	
C.14.1.17.	The tool facilitates the modeling of key IT system components according to business process volumes. For example, how would a 10% growth in the business impact the supporting infrastructure?
Response:	
C.15.1.	<b>Financial Management – Non-Mandatory</b>
C.15.1.1.	The tool provides the ability to do detailed price/cost modeling, to determine the cost unit structures for service offerings published in the Service Catalog.
Response:	
C.15.1.2.	The tool ties IT Services in the Service Catalog back to General Ledger accounts or costs centers. For example, support for breaking down a service price into multiple general ledger or cost center codes
Response:	
C.15.1.3.	The tool supports different cost models based on varying service levels for the services published in the Service Catalog.
Response:	
C.15.1.4.	The tool distinguishes and differentiates between Service Cost and Service Price. For example, does it allow you to set a price for the service based on demand metrics, but track separately the actual cost to provide the service?
Response:	
C.15.1.5.	The tool supports a hierarchical service based costing model. For example, a customer facing application or user services is understood to contain an allocation of supporting IT Infrastructure/Technical Services costs such as network or storage based on a defined unit or driver?
Response:	
C.15.1.6.	The tool integrates with the General Ledger System, HR Time Tracking System, and other internal tools for tracking and managing and reporting on IT spend.
Response:	
C.15.1.7.	The tool supports the aggregation of IT service consumption based on organizational relationships. For

Section Number	Specifications
	example, distributed, departmental or geographical business unit service consumption is reported based on business unit relationships.
Response:	
C.15.1.8.	The tool supports the creation of customized reports related to service based costing, consumption and recovery.
Response:	
C.15.1.9.	The tool supports business planning in support of the annual budgeting processes.
Response:	
C.15.1.10.	The tool supports demand management and scenario modeling in terms of potential business changes in consumption or service costs.
Response:	
C.15.1.11.	The tool provides the ability to pull from financial attributes recorded and managed in the CMDB to support service-based costing objectives.
Response:	
C.15.1.12.	The tool provides an interface for IT Business Relationship Managers and Service Level Managers to monitor and detect potential issues such as actual consumption not matching planned consumption in terms of budgets and forecasted spend?
Response:	
C.15.1.13.	The tool supports the routing of requests and procurement activities to cost center approvers.
Response:	
C.15.1.14.	The tool supports a real time interface for CDR (Call Detail Reporting) data that comes from the State's SL100 and Avaya Communications Manager which provides real time call records that need to be stored by the application. The system supports a flat charge rate system for long distance calls. The Call Detail Reporting interface provides the outbound number and destination number as well as the duration of the call, which will need to be stored in the system and converted to the appropriate charges. .
Response:	
C.15.1.15.	The tool supports a flat charge rate system for long distance calls as part of the Call Detail Reporting.
Response:	
C.15.1.16.	OMES ISD in addition to one time fees also charges monthly phone service fees. The tool needs to support supplying an e-mailed invoice summary to users on a monthly basis.
Response:	
C.15.1.17.	The tool support users to be able to login and review billing details as well as summarize the invoice by budget/department codes.
Response:	
C.16.1.	<b>Incident Management – Mandatory</b>
C.16.1.1.	The tool must facilitate the creation, modification, resolution and closure of Incident records.
Response:	
C.16.1.2.	The tool must support the classification of an Incident by IT services as well as technology failure.
C.16.1.13.	The tool must facilitate Incident closures by utilizing configurable Incident closure categorization codes.
Response:	
C.16.1.14.	The tool must facilitate Incident matching and trending in support of Problem identification.
Response:	

<b>Section Number</b>	<b>Specifications</b>
C.16.1.15.	The tool must enable and maintain the relationships between Incident, and Problem records.
Response:	
C.16.1.16.	The tool must facilitate the closure of all Incidents when the associated Problem is resolved.
Response:	
C.16.1.17.	The tool must integrate with a CMDB to support the association of Incident records to CI records.
Response:	
C.16.1.18.	The tool must provide integration with the Request Fulfillment tool to rapidly open Requests based on an existing Incident.
Response:	
C.16.1.19.	The tool must provide integration with the Change Management tool to rapidly open Changes based on an existing Incident.
Response:	
C.16.1.20.	The tool must facilitate self-help and communication options. For example, an interface that allows users to check the status of Incidents or view outage information.
Response:	
C.16.1.21.	The tool must facilitate the use of knowledge and or support scripts for Incident diagnosis and resolution.
Response:	
C.16.1.22.	The tool must facilitate the creation of incidents from email.
Response:	
C.17.1.	<b>Availability Management – Non-Mandatory</b>
C.17.1.1.	The tool facilitates the monitoring of individual Configuration Item (CI) Availability.
Response:	
C.17.1.2.	The tool facilitates the monitoring of an IT domain/platform or group of related CIs. (Example: Wintel Servers running MS Exchange).
Response:	
C.17.1.3.	The tool facilitates the monitoring of an IT system and its various component parts. For example, all CIs regardless of domain related to supporting and application system such as MS Exchange.
Response:	
C.17.1.4.	The tool facilitates the aggregation of availability data from multiple systems for service availability reporting.
Response:	
C.17.1.5.	The tool facilitates the monitoring and calculation of end-to-end IT Service Availability as perceived by the customer of the Service. (Example: Messaging, File and Print, etc.)
Response:	
C.17.1.6.	Availability data is stored and made easily accessible for historical analysis and reporting.
Response:	
C.17.1.7.	The tool facilitates the creation of custom reports on CI, System, and Service Availability.
Response:	
C.17.1.8.	The tool integrates with or has close links to event, discovery, and provisioning tools to monitor various levels of the IT environment.
Response:	

Section Number	Specifications
C.17.1.9.	The tool supports the monitoring of established thresholds and raise alerts if availability thresholds are breached.
Response:	
C.17.1.10.	The tool supports escalation and notification alerts requiring intervention based on a threshold breach, and does it offer a range of options depending upon the impact and severity of the event. (i.e.: Paging, email, digital bulletin board, etc.)
Response:	
C.17.1.11.	<p>The tool is capable of measuring the following elements.</p> <p>C.17.1.11.1. Mean time to repair (downtime)</p> <p>C.17.1.11.2. Mean time between failures (uptime)</p> <p>C.17.1.11.3. Mean time between Incidents</p> <p>C.17.1.11.4. Number of Service degradations</p> <p>C.17.1.11.5. Incident handling/resolution times</p>
Response:	
C.17.1.12.	The tool supports the integration of Event Management tools for the automated generation of Incident Tickets.
Response:	
C.17.1.13.	The tool supports the integration of Event Management tools for event correlation and Problem Identification.
Response:	
C.17.1.14.	The tool facilitates the identification of weak or unstable Configuration Items through support for component failure analysis
Response:	
C.17.1.15.	The tool facilitates identification and monitoring of Configuration Items within the CMDB.
Response:	
C.17.1.16.	The tool supports fail over and resilience modeling.
Response:	
C.17.1.17.	The tool supports the ability to facilitate the identification of single points of failure within a system or service.
Response:	
C.17.1.18.	The tool supports the ability to model the effect upon Availability levels when new CIs are changed, removed, or added.
Response:	
C.18.1.	<b>Event Management – Mandatory</b>
C.18.1.1.	The tool must facilitate the creation and/or monitoring of thresholds which would lead to the automated creation of event notifications and alerts.
Response:	
C.18.1.2.	The tool must allow the creation of business rules for interpreting events.
Response:	
C.18.1.3.	The tool must automate the filtering out of irrelevant events, based on business rules.
Response:	
C.18.1.4.	The tool must provide flexible business rules and options for notifying appropriate individuals, such as email, page, network broadcast message, etc.

<b>Section Number</b>	<b>Specifications</b>
Response:	
C.18.1.5.	The tool must prioritize events according to pre-defined business rules.
Response:	
C.18.1.6.	The tool must allow for the correlation of related events in support of Problem Identification.
Response:	
C.18.1.7.	The tool must automate the association of events with CI records in the CMDB.
Response:	
C.18.2.	<b>Event Management – Non-Mandatory</b>
C.18.2.1.	The tool automates the identification and consolidation of duplicate events.
Response:	
C.18.2.2.	The tool automatically closes irrelevant or self-correcting events according to business rules
Response:	
C.18.2.3.	The tool supports workload scheduling optimization based upon analysis of events.
Response:	
C.18.2.4.	The tool supports workload scheduling optimization based upon analysis of events.
Response:	
C.18.2.5.	The tool has the means to archive and consolidate event information.
Response:	
C.18.2.6.	The tool provides a consolidated view of events by service or system.
Response:	
C.18.2.7.	The tool facilitates the analysis of events to identify trends.
Response:	
C.18.2.8.	The tool correlates events from multiple monitoring tools and systems, including those from other Suppliers.
Response:	
C.18.2.9.	The tool is able to consolidate events from across various domains/platforms (multiple machines, platforms, monitoring systems, etc.).
Response:	
C.18.2.10.	After analyzing events, the tool can be configured to take the appropriate provisioning action (e.g.: A change, capacity adjustment, etc.) automatically, according to business rules.
Response:	
C.19.1.	<b>Service Level Management – Mandatory</b>
C.19.1.1.	The tool must support the management of Service Level Agreements.
Response:	
C.19.1.2.	The tool must support the management and monitoring of Operational Level Agreements and supplier performance metrics.
Response:	
C.19.1.3.	The tool must facilitate the automation and management of service level targets in terms of automated business rules, alerts, escalations and notifications.
Response:	
C.19.1.4.	The tool must support Incident Management by automating, escalation, and notification activities based on response and resolution targets.
Response:	

Section Number	Specifications
C.19.1.5.	The tool must facilitate the production of real time performance dashboards related to service and process metrics
Response:	
C.19.2.	<b>Service Level Management –Non-Mandatory</b>
C.19.2.1.	The tool automates service availability and performance threshold monitoring against defined Service Level Agreements.
Response:	
C.19.2.2.	The tool facilitates integration with monitoring and event management tools to enable triggering of service support related actions based on established thresholds.
Response:	
C.19.2.3.	The tool manages the scheduling of the review cycle and renewal of SLAs, OLAs and Supplier Contracts.
Response:	
C.19.2.4.	The tool facilitates the automation and monitoring of supplier contracts and agreements with third party suppliers.
Response:	
C.19.2.5.	The tool facilitates reporting against SLA requirements. For example, reports of service achievements against SLAs, reports of reasons for Service Level Agreement breaches and report of service exceptions against SLAs.
Response:	
C.19.2.6.	The tool supports the management of the Service Portfolio by tracking and reporting on service attributes and levels published in the Service Catalog.
Response:	
C.19.2.7.	The tool provides SLA access to Change Management. For example, access to Service Level Agreement details, implementation windows, change blackout periods, and availability requirements.
Response:	
C.19.2.8.	The tool facilitates the linkage of unique service levels to people records or Configuration Items.
Response:	
C.19.2.9.	The tool facilitates the verification and consistency of SLAs in their relationships to the Supplier Contracts and Operational Level Agreements. For example, ensuring that Incident response times in the OLA are not greater than what is promised in the SLA with the customer.
Response:	
C.20.1.	<b>Knowledge Management – Mandatory</b>
C.20.1.1.	The tool must allow the creation of different access levels to the knowledge (i.e.: Read only, write, create, delete).
Response:	
C.20.1.2.	The tool must create a unique identifier for each knowledge record/document for ease of reference.
Response:	
C.20.1.3.	The tool must allow for the entry of free-form text, images, attachments, etc.
Response:	
C.20.1.4.	The tool must track and maintain knowledge ownership information.
Response:	
C.20.1.5.	The tool must facilitate the identification of redundant or duplicate information, whether in a single record, or multiple records.
Response:	
C.20.1.6.	The tool must automate the trending of knowledge use and identification of knowledge gaps.
Response:	

<b>Section Number</b>	<b>Specifications</b>
C.20.1.7.	The tool must facilitate searching of knowledge documents and records.
Response:	
C.20.1.8.	The Tool must sort the data and documents using different search parameters, applicable platforms, technology type, etc.
Response:	
C.20.2.	<b>Knowledge Management – Non-Mandatory</b>
C.20.2.1.	The tool may facilitate the lifecycle of knowledge submission, validation, acceptance, update and retirement.
Response:	
C.20.2.2.	The tool allows the creation and enforced use of data input rules for creating knowledge records
Response:	
C.20.2.3.	Knowledge documents be quickly created from existing Incident, Problem, Change records, etc.
Response:	
C.20.2.4.	The tool allows the creation and maintenance of links between related knowledge documents or records.
Response:	
C.20.2.5.	The tool automates the population of knowledge records with author and owner data, creation date, as well as any other attributes desired by the organization.
Response:	
C.20.2.6.	The tool automates the trending of knowledge use and identification of knowledge gaps.
Response:	
C.20.2.7.	The tool should show the comparative relevance of the information during a search.
Response:	
C.20.2.8.	Knowledge documents be linked to from Incident, Problem, Change records, etc.
Response:	
C.20.2.9.	The tool provides the ability to archive knowledge which is no longer relevant.
Response:	
C.20.2.10.	The Knowledge Management tool and its data repositories form part of, or link to the Configuration Management System
Response:	
C.20.2.11.	The tool integrates with CMDB to support the association of Knowledge records to CI records
Response:	
C.20.2.12.	The tool automates the creation of an RFC or Service Request when knowledge needs to be modified
Response:	
C.20.2.13.	The tool facilitates the searching of multiple content repositories.
Response:	
C.20.2.14.	The tool facilitates searching of content that is stored in multiple formats.
Response:	
C.20.2.15.	The tool automates the creation and maintenance of FAQs for customer and user access.
Response:	
C.20.2.16.	The tool tracks how often a document or record is accessed or used.

Section Number	Specifications
Response:	
C.20.2.17.	The tool has the capability to load purchased commercially available knowledge packs into the knowledge management repository.
Response:	
C.20.2.18.	The tool has the capability to limit access to individual knowledge articles based on a user's profile to include but not limited to Agency, Division, Department.
Response:	
C.21.1.	<b>Request Fulfillment Management – Mandatory</b>
C.21.1.1.	The tool must facilitate the creation, modification, fulfillment and closure of Service Request records.
Response:	
C.21.1.2.	The tool must provide the ability to create a pre-defined list of services which can be requested by end users.
Response:	
C.21.1.3.	The tool must provide the requestor with an entitlement-based view of the services they are authorized to request.
Response:	
C.21.1.4.	The tool must automate request routing for appropriate authorizations. (e.g.: Financial, security, etc.)
Response:	
C.21.1.5.	The tool must allow the end user to submit service requests, get detailed request status visibility, and cancel service orders that are no longer necessary.
Response:	
C.21.1.6.	The tool must automate the rapid categorization (e.g.: Provisioning vs. request for information), classification and recording of Service Requests.
Response:	
C.21.1.7.	The tool must facilitate customizable thresholds for automated escalation.
Response:	
C.21.1.8.	The tool must enable priority, impact, and urgency indicators to be assigned to Service Request records.
Response:	
C.21.1.9.	The tool must facilitate the generation of reports on outstanding (incomplete) Service Requests.
Response:	
C.21.1.10.	The tool must support the automated creation of Request Records from open Incident Records.
Response:	
C.21.1.11.	The tool integrates with CMDB to support the association of Request records to CI records.
Response:	
C.21.1.12.	The tool provides email notifications to end users and other interested parties as the Request Fulfillment progresses.
Response:	
C.21.2.	<b>Request Fulfillment Management – Non-Mandatory</b>
C.21.2.1.	The tool has well-designed interface, making it easy for users to find services and order from a standard 'menu' of pre-defined service options.
Response:	
C.21.2.2.	The tool allows for matching of new Requests against existing Requests.
Response:	
C.21.2.3.	The tool supports the automated routing (alerting) to, and coordination of Service Requests among selected support staff or groups. For example, the Service Desk, Network Operations, Telecom, etc.

<b>Section Number</b>	<b>Specifications</b>
Response:	
C.21.2.4.	The tool facilitates complex request workflows through sequential and parallel tasking.
Response:	
C.21.2.5.	The tool facilitates the analysis of Service Requests to identify trends.
Response:	
C.21.2.6.	The tool links to feeds from other tools and departments, and provide information to other tools and departments (e.g.: HR, facilities)
Response:	
C.21.2.7.	The tool facilitates the creation of business rules for specific requests or groups of requests in order to automate the process, tasks, notifications, etc.
Response:	
C.21.2.8.	The tool facilitates the tracking of Service Requests against established SLA targets.
Response:	
C.21.2.9.	The tool measures ongoing demands for specific services and requests for those services.
Response:	
C.21.2.10.	The tool supports Incident trending and Problem identification related to Requests.
Response:	
C.21.2.11.	The tool provides linkage between Service Request records and the Service Catalog.
Response:	
C.21.2.12.	The tool facilitates billing or recovers for services rendered (i.e.: Does it link to a financial tool or module)?
Response:	
C.21.2.13.	Specific Requests can be created such that costing and billing is automated when they are fulfilled.
Response:	
C.21.2.14.	The tool automates the recording and reporting of the ongoing costs of Request Fulfillment against particular cost centers, etc.
Response:	
C.21.2.15.	The requestor can open a Service Request through the Service Catalog interface.
Response:	
C.21.2.16.	The tool provides support for the coordination of back-end fulfillment across multiple other tools and processes (e.g.: Access Management process for access requests, Portfolio Management system for project or enhancement requests, and non-IT systems for requests such as facilities work orders)
Response:	
C.22.1.	<b>Service Asset and Configuration Management – Mandatory</b>
C.22.1.1.	The tool must facilitate the registration and management of an organization's logical, physical and virtual Configuration Items (CIs)? For example, services, systems, hardware, software, documents, virtual machines, etc.
Response:	
C.22.1.2.	The tool must facilitate the recording of user definable CI attributes. For example, serial number, version, and location attribute.
Response:	
C.22.1.3.	The tool must facilitate role based access to the CMDB for read, write, and modify activities.
Response:	
C.22.1.4.	The tool must provide flexible management reports regarding CI inventory, asset and financial information to facilitate Configuration audits.

Section Number	Specifications
Response:	
C.22.1.5.	The tool must facilitate the integration and association of CMDB data with Incident records.
Response:	
C.22.1.6.	The tool must facilitate Incident Management in providing business criticality and impact indicators of failed CIs for classification of Incident records.
Response:	
C.22.1.7.	The tool must facilitate the integration and association of CMDB data with Problem Management records.
Response:	
C.22.1.8.	The CMDB must facilitate proactive Problem Management by identifying infrastructure components that are problematic or unstable. For example, does CI status accounting provide information about weak or maintenance prone Configuration Items?
Response:	
C.22.1.9.	The tool must facilitate the integration and association of CMDB data with the Change Management records.
Response:	
C.22.2.	<b>Service Asset and Configuration Management – Non-Mandatory</b>
C.22.2.1.	The tool facilitates the automated validation of CI data through use of data validation and reconciliation techniques? E.g.: Enforcement of standard naming conventions and reconciling federated data sources.
Response:	
C.22.2.2.	The tool facilitates the establishment of user definable relationships between CIs. For example, parent/child, peer-to-peer, upstream/downstream, installed on, hosts, etc...
Response:	
C.22.2.3.	The tool supports user defined CI lifecycle status management. For example, planned, ordered, under development, in test, implementation, production, in repair/maintenance.
Response:	
C.22.2.4.	The tool facilitates the recording of CI baselines or historical information. For example, reverting to a previous version of CI Configuration in the event that a Change fails.
Response:	
C.22.2.5.	The tool supports data federation and reconciliation with other data sources within the Configuration Management System.
Response:	
C.22.2.6.	The tool facilitates the verification of the CI data with the actual physical environment by automated or manual means. For example, the use of Systems Management tools to validate real time vs. static information.
Response:	
C.22.2.7.	The tool facilitates the linking of CI records to source content residing in the Definitive Media Library.
Response:	
C.22.2.8.	The tool facilitates the assessment and approval of Change requests by providing information on impacted CIs.
Response:	
C.22.2.9.	The tool prevents changes from being made to the IT environment without authorization via Change Management. For example, CIs which are in a locked status due to month end schedules or controlled attributes which require a change record relationship for update.
Response:	
C.22.2.10.	The tool facilitates the identification of different RFCs that pertain to the same CIs.
Response:	
C.22.2.11.	The tool provides a form of (graphic) display to show the relationships between CIs.

Section Number	Specifications
Response:	
C.22.2.12.	The Configuration Management information can be used to automate the updating and provisioning of the live environment. For example, integration with software Release packages for software or virus definition updates.
Response:	
C.22.2.13.	The tool facilitates the automated discovery and re-establishment of relationships when CIs are added, deleted, or updated.
Response:	
C.22.2.14.	The Tool includes Enterprise Asset Discovery tools that integrate with the CMDB to facilitate a more automated maintenance and currency of the CMDB
Response:	
C.22.2.15.	The tool supports multiple tenancy constructs throughout all integrated components, reporting components and databases as well as an overall State level, Enterprise view.
Response:	
C.22.2.16.	The tool supports maintenance of approved software profiles with the ability to compare discovered installed software and optionally remove unauthorized software.
Response:	
C.23.1.	<b>Release and Deployment Management – Non-Mandatory</b>
C.23.1.1.	The tool facilitates the management of the full lifecycle of Release and Deployment Management. For example, planning, building, testing, quality assurance, scheduling and deployment.
Response:	
C.23.1.2.	The tool facilitates the establishment and governance of release readiness criteria. For example, the ability to establish tasks or auditable requirements which support the decision process for determining if all release requirements have been met for deployment approval.
Response:	
C.23.1.3.	The tool incorporates or integrates with a Definitive Media Library (DML)
Response:	
C.23.1.4.	The tool supports workflow integration with a DML to support release deployment and provisioning activities.
Response:	
C.23.1.5.	The tool facilitates the building, bundling and scheduling of different types of Release packages for deployment.
Response:	
C.23.1.6.	The tool facilitates the flexible identification and control of all aspects of a release package such as software, hardware, documentation, training requirements, etc.
Response:	
C.23.1.7.	The tool facilitates the authorization and scheduling of Release deployments in conjuncture with a Change Management process and tool.
Response:	
C.23.1.8.	The tool facilitates the authorization and scheduling of Release deployments in conjuncture with a Change Management process and tool.
Response:	
C.23.1.9.	The tool facilitates the versioning of Release components and packages.
Response:	
C.23.1.10.	The tool facilitates the versioning of Release components and packages.
Response:	
C.23.1.11.	The tool integrates with the CMDB to gather or validate required information for Release builds and deployment activities.
Response:	

Section Number	Specifications
C.23.1.12.	The tool facilitates the update of the CMDB with new version and CI information after the deployment of a Release.
Response:	
C.23.1.13.	The tool integrates with CMDB to support the association of Release records to CI records.
Response:	
C.23.1.14.	The tool ensures that Release deployments are subject to scheduling and approvals requirements managed by the Change Management process.
Response:	
C.23.1.15.	The tool facilitates the automated updating of the CMDB based prior to or following an approved release.
Response:	
C.23.1.16.	The tool facilitates the management and tracking of software licenses.
Response:	
C.23.1.17.	The tool has the capability to handle varying Release models such as large-scale or phased deployment.
Response:	
C.24.1.	<b>Problem Management – Mandatory</b>
C.24.1.1.	The tool must facilitate the creation, modification, and closure of Problem records.
Response:	
C.24.1.2.	The tool must support the ability to distinguish between an Incident and Problem Records.
Response:	
C.24.1.3.	The tool must enable impact and urgency codes to be assigned to Problem records.
Response:	
C.24.1.4.	The tool must facilitate progress tracking and monitoring of Problems. For example, tracking ownership and responsibility for establishing root cause.
Response:	
C.24.1.5.	The tool must facilitate the escalation of Problems after pre-defined thresholds have been breached.
Response:	
C.24.1.6.	The tool must provide historical data on Problems and Known Errors for use by support staff during the investigation process.
Response:	
C.24.1.7.	The tool must facilitate the entry of free text for the recording of Problem descriptions and resolution activities.
Response:	
C.24.1.8.	The tool must facilitate the association of Problem records to Change records.
Response:	
C.24.1.9.	The tool must integrate with CMDB to support the association of Problem records to CI records.
Response:	
C.24.1.10.	The tool must facilitate the association and maintenance of the relationships between Incident and Problem records.
Response:	
C.24.2.	<b>Problem Management – Non-Mandatory</b>
C.24.2.1.	The tool facilitates the automated matching of Incidents to Problems and Known Errors.
Response:	
C.24.2.2.	The tool supports the ability to route and assign Problem records to pre-defined support staff or

Section Number	Specifications
	groups.
Response:	
C.24.2.3.	The tool facilitates the automated creation of Problem records from Incidents records.
Response:	
C.24.2.4.	The tool enables the Problem Management team to communicate status and progress reports, as well as temporary solutions and workarounds to the Service Desk staff.
Response:	
C.24.2.5.	The tool is able to automate the increase in the severity or impact classification of a Problem according to the number of associated Incidents and/or the number of End Users affected.
Response:	
C.25.1.	<b>Interfaces/Integration – Mandatory</b>
C.25.1.1.	The tool must provide for an interface with the State’s current version of PeopleSoft HCM for the population of worker or user records.
Response:	
C.25.2.	<b>Interfaces/Integration – Non-Mandatory</b>
C.25.2.1.	The tool may provide for an interface with Active Directory and Microsoft Exchange to populate worker records.
Response:	
C.25.2.2.	The tool supports a real time interface for CDR (Call Detail Reporting) data, that comes from the State’s SL100 and Avaya Communications Manager which provides real time call records that need to be stored by the application and utilized in invoicing customers.
Response:	
C.25.2.3.	Able to interface with the PeopleSoft GL system by any variety of mechanisms, at minimum an exported data file that can be imported by PeopleSoft.
Response:	
C.25.2.4.	The Tool integrates/interfaces with Altiris Asset Management System to populate the CMDB (Configuration management Database)
Response:	
C.25.2.5.	The Tool integrates/interfaces with Solar Winds to populate the CMDB for Virtual Server information.
Response:	
C.25.2.6.	The Tool allows for integration with monitoring and asset management products; such as Solar Winds, Altiris, etc. to allow technicians to view case information about IT assets, while in the monitoring or asset tools.
Response:	
C.25.2.7.	The tool provides for API’s or extensions to all for external system access
Response:	

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Office of Management and Enterprise Services  
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**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 purposes of competitive bid,

1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any state official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
  - d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

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 Permit<sup>1</sup>:**

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](http://www.sos.ok.gov) or 405-521-3911).

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

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

YES – include 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.)<sup>2</sup>

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

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

<sup>2</sup> For frequently asked questions concerning Workers' Compensation Insurance, see [http://www.ok.gov/oid/Consumers/Workers'\\_Compensation/index.html](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 Office of State Finance.

EIT Standards may be found at [www.ok.gov/DCS/Central\\_Purchasing/index.html](http://www.ok.gov/DCS/Central_Purchasing/index.html) or [http://www.ok.gov/OSF/documents/isd\\_itas.doc](http://www.ok.gov/OSF/documents/isd_itas.doc).

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

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

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

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

### **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.
  - o 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.
  - o 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.

<u>Supporting Features</u>	
<b>Supports</b>	Use this language when you determine the product fully meets the letter and intent of the criteria.
<b>Supports with Exceptions</b>	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.
<b>Supports through Equivalent Facilitation</b>	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.
<b>Supports when combined with Compatible AT</b>	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).
<b>Does not Support</b>	Use this language when you determine the product does not meet the letter or intent of the criteria.
<b>Not Applicable</b>	Use this language when you determine that the criteria do not apply to the specific product.
<b>Not Applicable - Fundamental Alteration Exception Applies</b>	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").