



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

Solicitation

1. Solicitation#: 0900000133

2. Solicitation Issue Date: April 15, 2014

3. Brief Description of Requirement:

With the passage of the federal statute, Title IV Middle Class Tax Relief and Job Creation Act of 2012, public safety is offered a tremendous opportunity to evolve and improve dramatically the capabilities of public safety communications. The act creates a NPSBN concept and calls for FirstNet, the board governing the network and its creation, to consult with state and local governments to ensure its success. The consultation with the states is to be conducted primarily through the State and Local Implementation Planning Grant Program (SLIGP). The State of Oklahoma is preparing for the implementation of its SLIGP grant to produce a state plan that will help the state consolidate its radio service and interface with the national initiative. The State of Oklahoma, Office of Management and Enterprise Services (OMES), Information Services Division (ISD), is issuing this solicitation to select a qualified consultant to lead and implement the requirements stated herein.

4. Response Due Date: May 15, 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: 0900000133 / Allen Cook
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105

6. Contracting Officer:

Name: Allen Cook

Email: allen.cook@omes.ok.gov



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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.** "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier", "vendor", or "offeror" responding to a solicitation.
- A.1.8.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- A.1.9.** "COTS" means software that is commercial off the shelf.
- A.1.10.** "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.1.11.** "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.1.12.** "Contractor" means the Business Entity with whom the State enters into contract.
- A.1.13.** "Close of business" means 5:00PM Central Time.
- A.1.14.** "Closing Date" is the date the solicitation closes, also proposal opening date, and response due date,
- A.1.15.** "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.1.16.** "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.1.17.** "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term.
- A.1.18.** "Offeror" shall be synonymous with "vendor", "bidder", "supplier" or other similar term.
- A.1.19.** "OMES" means the Office of Management and Enterprise Services for the State of Oklahoma.
- A.1.20.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.21.** "Request for Information" or "RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.22.** "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.1.23.** "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.1.24.** "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.1.25. "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.1.26. "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 Supplier 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 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 at the time and date specified in the solicitation as Response Due Date and Time, as amended.

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 Supplier 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 Supplier, 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 Supplier 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, 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 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 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 Supplier'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 Supplier's obligations, which may result in cancellation of the contract.

A.46. Agency Policies

The Supplier'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 Supplier 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

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 Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier'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 Supplier of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be 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 Supplier 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 Supplier 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 four (4) 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 Supplier 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 Supplier 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 Supplier.
- B.1.5.** Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State.
- 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

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

B.4. Solicitation for Professional Services

If the final product of a professional services solicitation/contract is a written proposal, report or study, the Supplier shall include a statement certifying that the supplier has not previously provided a substantial duplication of the final product to the state agency or another state agency.

B.5. Authorized Users

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

B.6. 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.7. 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.8. Payment Plan

Supplier will invoice the State upon completion and approval of each completion stage of the project. The proposed payment plan is listed below.

First Payment of 25% of the agreed upon cost can be invoiced after initial implementation plan, training plan, and project schedule are approved.

Second Payment of 40% of the agreed upon cost can be invoiced after the submission of the first draft plan.

Third and Final Payment of 35% of the agreed upon cost can be invoiced after completion of acceptance of the State plan.

The Supplier will invoice for the services provided. The Supplier will send one (1) copy of their invoice bearing the purchase order number and amount due to:

Office of Management and Enterprise Services
Information Services Division
ATTN: Accounting Department
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105

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C. SOLICITATION SPECIFICATIONS

C.1. Background

House Bill 1304, the Information Technology Consolidation and Coordination Act charged the State Chief Information Officer (CIO)'s office with increasing the effectiveness and efficiency of the State's technology services. This would be achieved through the consolidation of all IT services and personnel into a single enterprise.

The Information Services Division (ISD) of the Office of Management and Enterprise Services has been tasked with three objectives.

1. Reduce the size of government;
2. Improve transparency of IT spending; and
3. Increase accountability of IT activities and services.

The State of Oklahoma has two major operational public safety land mobile radio systems managed by two state agencies in collaboration with several local and Tribal government entities. Other state entities also operate radio assets for other related missions. There are over 230 radio tower assets being used and maintained in various levels of service in our state.

Through previous work performed by the State, it was clear that the capital and operating cost associated with a statewide network would be a challenge. Therefore, particular attention in the plan will be given to identifying ways to tap in to greater sources of the state assets and financial resources of public safety agencies and other affiliated state institutions including interested private partners when applicable. In addition to a careful collection of public safety's minimum requirements, the plan will seek other requirements for interested partners for adoption of the new service provided by the National Public Safety Broadband Network (NPSBN).

The financial models once developed will consider including non-public safety users such as utility companies and their associated revenues, and therefore, the State envisions collecting adoption information from first responder agencies, second responders, and other government agencies. The process seeks to provide an effective basis for a viable and equitable business plan that could govern the implementation of the NPSBN within the State of Oklahoma.

In February 2012, Congress enacted The Middle Class Tax Relief and Job Creation Act of 2012, containing landmark provisions to create a nationwide public safety broadband network that will provide police, firefighters, emergency medical service professionals and other public safety officials wireless broadband communication services on a nationwide network. The law's governing framework for the deployment and operation of this network is the new "First Responder Network Board" known as FirstNet, an independent authority within NTIA. FirstNet will hold the spectrum license for the network, and is charged with taking "all actions necessary" to build, deploy, and operate the network, in consultation with Federal, State, Tribal and local Public Safety entities, and other key stakeholders.

The consultation with the states is to be conducted primarily through the State and Local Implementation Planning Grant Program (SLIGP). The State of Oklahoma is preparing for the implementation of its SLIGP grant to produce a state plan that will help the state interface with the national initiative.

The Oklahoma-Public safety broadband Network Project (OKPSBN) is a project being conducted by the Oklahoma Office of Management and Enterprise Services to:

- Prepare the State of Oklahoma ("State") and its public safety communications governance structure for the Oklahoma PSBN planning consultation.
- Perform the planning for sustainable consolidated radio service for the State of Oklahoma.
- Equip the State with the necessary information to engage in a fruitful consultation with FirstNet that accurately supports the needs of its stakeholders while ensuring network sustainability.
- Perform the Oklahoma PSBN planning consultation process required under The Act.

- Facilitate the deployment of the NPSBN in the State of Oklahoma.

C.2. Project Scope

The scope of this initiative is limited to addressing radio based communication (voice and data) services that support Public Safety, and Emergency first responders in our state. That is defined as State Department of Transportation, Police, Fire, Medical Emergency, Utility services, Correctional officers, Forestry, Tribal entities, State EOC and local government affiliates, Public works, Oklahoma Military Department and other regulatory enforcement service providers.

C.2.1. Project Major Objectives

The State's objective for this project is to facilitate the successful deployment of the NPSBN in the state of Oklahoma. NPSBN deployment in Oklahoma will be considered successful if the following conditions are met:

- Support a consolidated single statewide radio voice/data service that replaces the multiple systems in operation today, effectively saving cost of operation and adding efficiencies where applicable.
- The network achieves a universal or near-universal level of adoption throughout the state and therefore, meet the cost, functional, and performance needs of the state's public safety users. For this to be accomplished through equitable governance process and standards based consolidated broadband radio service.
- The network is deployed in a manner consistent with all stakeholder requirements.
- The network is financially and technically sustainable at a cost level which does not unreasonably burden Oklahoma taxpayers. That the network be sustainable within the means and budgets of the State of Oklahoma. Financial model to be recommended that takes in to consideration current state assets once evaluated. Furthermore, the design will leverage, enhance and not compromise current investments in land mobile radio services in our state.
- Interoperability is enhanced in the state as a product of adoption of the network.
- The network and its services substantially enhance first responder ability to protect human life and property.
- The network and its services increase responder personal safety.
- At the end of the State's SLIGP program, the State intends to deliver a multi phased plan to the state Governor, FirstNet and NTIA that outlines a blueprint for a successful and sustainable OKPSBN implementation within the state of Oklahoma.

OMES will require specialized contract support to meet these goals for the State of Oklahoma.

C.3. Management Response

With their Transmittal Letter, the Supplier should provide an Executive Summary that provides the Evaluation Committee and the state management with a collective understanding of the contents of the entire Proposal. The Executive Summary should briefly summarize the strengths of the Supplier and their subcontractors and the key features of its proposed approach to meet the requirements of the RFP by phase/milestone, and its successful prior experience with OKPSBN projects. This section should also include a summary of the Supplier's Project Management Plans for each phase of the resulting contract. The Executive Summary Section should be limited to no more than fifteen (15) pages in length.

C.3.1. The quality and relevance of references

- C.3.1.1.** Demonstration of extensive project management expertise utilizing and adhering to industry-accepted project management methodologies and best practices (e.g., PMI) on previous projects.
- C.3.1.2.** Demonstration of successfully analyzing/understanding the business needs of the customer, offering appropriate solutions to meet/exceed those needs, and extensive experience in designing/configuring a RF based business solution to fulfill the business needs of the customer. The ability to successfully implement the solution, as demonstrated by implementation of comparable public safety solutions in at least two comparable agencies within the past five (5) years. Emphasis is given to the specific capabilities and specifications cited in this RFP. Demonstration of extensive experience with projects related to RF based LMR and LTE implementations.
- C.3.1.3.** Demonstration of extensive experience with projects similar in size, scope, and complexity to the OMES's OKPSBN solution implementation.
- C.3.1.4.** Demonstration of extensive system implementation, configuration, and support experience. Demonstration of extensive system integration experience.
- C.3.1.5.** Demonstration of completing a project within the timeframe established by the project schedule.

The Supplier should provide responses to the requested information specified in the tables below:

<i>Supplier's Implementation History</i>	
1.	Number of years of experience for the Supplier:
	<ul style="list-style-type: none"> In public sector, state/local government.
	<ul style="list-style-type: none"> In the mid- to western U.S.
2.	Total number of RF projects that the Supplier has implemented:
	<ul style="list-style-type: none"> In public sector, state/local government.
	<ul style="list-style-type: none"> In the mid- to western U.S.
3.	Total number of RF projects that the Supplier is currently undertaking:
	<ul style="list-style-type: none"> In public sector, state/local government.
	<ul style="list-style-type: none"> In the mid- to western U.S.
<i>Supplier's Certifications / Accreditations</i>	
4.	Described any industry-acknowledged certifications (e.g., Capability Maturity Model Integration [CMMI], International Organization for Standardization [ISO]) that the Supplier's organization have attained or are actively pursuing.

C.3.2. Key Personnel Qualifications / Experience

C.3.2.1. Information requested in the tables below the Supplier should take into consideration the following areas of interest to the evaluators:

C.3.2.2. For the Project Manager, demonstration of extensive (five or more years) project management expertise utilizing and adhering to industry-accepted project management methodologies and best practices (e.g., PMI) on previous projects.

C.3.2.3. Demonstration of extensive experience with projects related to public safety radio communication including LTE technology.

C.3.2.4. Demonstration of extensive experience with projects similar in size, scope, and complexity to the OMES's OKPSBN solution implementation.

C.3.2.5. For technical staff, demonstration of extensive system implementation, configuration, and support experience for technical staff, demonstration of extensive system integration experience.

C.3.2.6. Demonstration of comprehensive educational background and attainment of academic degrees.

C.3.3. The quality and relevance of references

Key Personnel should include but not be limited to the following type of job classifications –

<i>Supplier's Key Personnel Qualifications / Experience</i>			
<p>List the key personnel proposed by the Supplier along with a description of the key personnel's qualifications, duties, and responsibilities by completing the table below (or in a similar / resume format).</p> <p>The Supplier's key project team members should be clearly identified in the proposal and should be committed to the project. If awarded the contract, any change in key personnel shall require approval of OMES pursuant to RFP paragraph 3.26.1 Substitution of Personnel.</p>			
Name:		Tenure with the Supplier's Company	(# of Years)
Job Title / Classification:			
Role / Responsibilities :			
Years of Experience in this Role:			
Education:	<i>(Described any training obtained as it relates to the role and responsibilities of the key personnel. Describe any industry-acknowledged certifications (e.g., Certified Information System Security Professional [CISSP], Project Management Professional [PMP], etc. that the proposed key personnel have attained or are actively pursuing.)</i>		
Training / Certifications:			
Technical / Business Experience			
References			

The tables listed below shall be used to complete the requested reference information, a Supplier can provide more than three (3) references if desired, but not more than five (5) shall be listed in the response. Please use blue colored fonts when completing these forms for readability.

C.3.3.1. Supplier Strength and Stability

The Supplier should provide any relevant information as it pertains to the Supplier's organization's strength and stability in the business market especially the requested information specified in the table below.

Reference	Information Requested
<i>Overview</i>	
1.	Parent company or corporate headquarters.
2.	Address.
3.	Information about any local branch offices or support centers that might serve an account in the mid-western U.S. Number of employees and type(s) of services provided.

4.	Year the Supplier was established and any former Supplier's company names.
5.	Number of years the Supplier has been in the Radio business.
6.	Type of company (public or private).
7.	<p>Financial Resources/Strength:</p> <ul style="list-style-type: none"> ➤ Provide financial statements and annual reports for the past 3 years. ➤ The Supplier should describe their organization's financial stability and any other financial resources available to the Supplier to help support any subsequent contract. ➤ Provide a minimum of three (3) financial references (e.g., letters from creditors, letters from banking institutions, Dunn & Bradstreet supplier reports, etc).
8.	Amount/percentage of sales reinvested into research and development.
9.	State and type of incorporation.
Personnel	
10.	Total number of FTEs in the Supplier's company
	➤ Customer user support.
	➤ Customer technical support.
	➤ Research and development.
Project management	
11.	Total person years of experience for the Supplier's company's employees (e.g., five support people with 3 years each = 15 person years).
	Customer user support.
	Customer technical support.
12.	<p>Estimated number of personnel resources to be dedicated to OMES's OKPSBN project -distinguish between number of the Supplier's personnel and the number of subcontractor's personnel.</p> <ul style="list-style-type: none"> ➤ The Supplier should document how (the method by which) sufficient resources will be provided to the State of Oklahoma throughout the project lifespan.

<i>Pending Litigations</i>	
13.	Provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last five years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the proposal or termination of any subsequent contract.
14.	Provide the number of situations in which the company has been subject to liquidated damages in the past 5 years. Please attach a separate document with the details of each situation (client name, imposed amount, imposed date, collected amount, date collected, and description/cause).

C.3.4. A Project Management Plan to include:

Project Management: The Supplier should submit a description of how they will successfully conduct the complex aspects of budget, scope, and aggressive schedule management, as well as the project management methodology to be utilized, including a list of any supporting software. This discussion should include information about overall project management techniques, issue management approaches, status reporting, meeting facilitation, and staffing. The project management plan should include the following elements:

1. Project Scope Management Plan to include Project Change Management Methodologies
2. Project Work Breakdown Structure
3. Cost Management Plan
4. Quality Management Plan to include quality assurance
5. Staffing Management Plan to include identifying subcontractors and partners
6. Communication Management Plan

Quality Assurance: A description should be included of the QA process to be utilized for the project tasks, schedule, deliverables, and testing in order to ensure that work related to the production of acceptable deliverables is on track and expectations are met or exceeded. The QA process is expected to be proactive to ensure not only that the schedule is met, but also that product and service quality is maintained.

Project Schedule: The project schedule should include a timeline identifying all major tasks, submitted in Gantt chart format. This schedule should contain a breakdown of all tasks and subtasks required to successfully complete the project. For each identified subtask, the Suppliers should include the following information:

- Resource assignments (e.g., the Supplier staff, agency staff).
- Milestones.
- Key dates.
- Deliverables.

For evaluation purposes only, assume a contract award date of February 7, 2014. Clearly indicate the total estimated time (# of days) for completion of the project. The Supplier should state their assumptions they made in developing this schedule / timeline. The Supplier should also indicate their ability to meet this timeline and/or to discuss any foreseen risks in meeting this timeline.

C.3.5. Risk Management Plan

The Supplier should describe their risk management plan that minimally identifies the risks associated with implementation, the methods proposed to mitigate each risk, the probability each risk will occur (i.e., high, medium, low), and the impact each risk can have on the project (i.e., high, medium, low). Each environment option proposed may have different risks associated with it, and these risks should be included in the risk management plan.

The Supplier should provide a written description of their understanding of the Oklahoma OKPSBN Project. In this section, the state is looking for evidence that the Suppliers understand the level of effort, the criticality of (i.e. the impact to OMES operations and the public that OMES serves), and the risks associated with implementation of the SLIGP and the associated state objectives. In addition, it is expected that Suppliers will identify the risks inherent in each project phase and will identify the strategies that the Supplier will use to mitigate each risk.

C.3.5.1. Implementation Plan

The Supplier should include a detailed plan for implementation of the proposed OKPSBN solution, outlining the steps from the point of initial planning to the delivery of the final state plan.

C.3.5.2. Outreach and Awareness Plan

In providing the information requested below, the Supplier should take into consideration the following areas of interest to the evaluators:

The amount and extent of user training offered.

The quality and extent of the training content to be provided.

The extent of the effort required to perform the outreach functions.

Suppliers should provide a training/awareness plan that delivers a series of conferences and or summits including online Web-based conferences

An overview of the training/awareness program, including objectives, roles and responsibilities, and facility requirements.

C.3.6. Supplier Reference Documentation

Suppliers should provide OMES with a comprehensive list of references as requested in the following tables.

If any services offered under this RFP are being performed at sites outside the continental United States, the Supplier MUST disclose such fact and provide details with the proposal.

References of Supplier Name:						
1.	Name of Client Agency					
	Application Name			Year Contracted		
	Client Address					
	Client City		State	ZIP Code		
	Client Contact Name			Title		
	Contact Telephone		Contact Fax			
	Contact E-Mail					
	Number of Years Contracted					
	Application Modules/ Functions Operational					
	Application Modules/ Functions Planned for Implementation					
	Total Contract Value					
	Number of Users					

References of Supplier Name:						
2.	Name of Client Agency					
	Application Name			Year Contracted		
	Client Address					
	Client City		State	ZIP Code		
	Client Contact Name			Title		
	Contact Telephone		Contact Fax			
	Contact E-Mail					
	Number of Years Contracted					
	Application Modules/ Functions Operational					
	Application Modules/ Functions Planned for Implementation					
	Total Contract Value					

References of Supplier Name:	
Number of Users	

References of Supplier Name:					
3.	Name of Client Agency				
	Application Name			Year Contracted	
	Client Address				
	Client City		State		ZIP Code
	Client Contact Name				Title
	Contact Telephone		Contact Fax		
	Contact E-Mail				
	Number of Years Contracted				
	Application Modules/ Functions Operational				
	Application Modules/ Functions Planned for Implementation				
	Total Contract Value				
	Number of Users				

Please verify all contact information to be correct, contact name, phone number, address and e-mail addresses prior to submitting.

The evaluator's inability to contact a reference due to incorrect or inaccurate reference information or failure of the reference contact person to respond shall be considered an invalid reference.

The Office of Management & Enterprise Services (OMES) OKPSBN Project organization responsible for this procurement activity is listed as follows:

Name	Title	Role	Contact Information
Allen Cook	Procurement Officer		allen.cook@omes.ok.gov
Pam Williams	IT Services Coordinator		NA
Ben Gherezgiher	IT Director, public safety segment		NA

Once project is awarded, more OMES technical and operational personnel will be committed to the project to facilitate timely completion of all objectives in this project. The OMES requires the Supplier to disclose relevant experience and skills of the key personnel that will be dedicated to the project to help us assess resource commitment and value add when considering the Supplier.

When providing Key Personnel Qualifications / Experience information requested for the Supplier personnel that will be allocated for this project. Suppliers should take into consideration the following areas of interest to the evaluators:

- For the Project Manager, demonstration of five or more years project management expertise utilizing and adhering to industry-accepted project management methodologies and best practices (e.g., PMI) on previous projects.
- Demonstration of experience with projects related to implementation of Public safety broadband LTE network.

- Demonstration of experience with projects similar in size, scope, and complexity to the OMES's OKPSBN implementation.

C.4. Project Requirements Declaration

The Supplier will work, in partnership with OMES, to perform Requirements as outline below. These Requirements are listed in general chronological order. Respondents are encouraged to offer an alternative order for Requirements at their discretion. Respondents are also encouraged to propose additional Requirements not included in this list. Each additional Requirement proposed by the respondent must follow the same Requirement-Deliverable description as detailed below separate and distinct from the respondent's proposal for completing that work.

Each tangible deliverable (e.g., reports or databases) will be reviewed and approved by the designated project manager and the steering committee designated for the Statewide Public Safety Broadband Network initiative (OKPSBN). The final plan will be approved by Statewide Public Safety Broadband Network Governing Board prior to acceptance by OMES. The project's Requirement C.5.11 deliverable, the Oklahoma PSBN plan consultation Business Plan, will be approved by the designated project manager, the OKPSBN Project steering committee, the Statewide OKPSBN Governing Board, and the State CIO, Commissioner of Public Safety and Secretary of transportation prior to acceptance by OMES. Invoices for ongoing consulting under Requirement C.5.13 will be reviewed and approved by the designated project manager.

C.5. Requirements

C.5.1. Industry Standards

STANDARDS					
Req. ID	Description	Knowledgeable	Implemented	When	N/A
C.5.1.1	What other public safety systems do you have experience with? Describe your experience designing and/or implementing R56 grounding standards?				
C.5.1.2	Do you have experience designing an LTE network for a public safety entity?				
C.5.1.3	Do you have experience designing an LTE network for a commercial carrier?				
C.5.1.4.	Do you have experience designing an LTE network for a utility?				
C.5.1.5.	Do you have experience implementing an LTE network for a public safety entity?				
C.5.1.6.	Do you have experience implementing an LTE network for a commercial carrier?				
C.5.1.7	Do you have experience implementing an LTE network for a utility?				
C.5.1.8	Do you have experience integrating a Public Safety LTE Network with a Commercial Carrier or Utility LTE Network?				
C.5.1.9	Please describe your knowledge of the P25 Land Mobile Radio Standard.				
C.5.1.10	What experience do you have implementing P25 compliant Land Mobile Radio Systems?				
C.5.1.11	What experience do you have integrating P25 compliant Land Mobile Radio Systems with LTE networks?				

- C.5.2.** Review and Revise the Oklahoma State and Local Grant Plan and Oklahoma's SLIGP application to develop a full project plan.

Requirement Description:

The Supplier will work with OMES to review Oklahoma’s prior planning documents for activities under SLIGP and, if appropriate, revise them. The output of this review will be a full project plan to be approved by the Statewide Radio Board and the Interoperable Data Committee. This activity is to be completed before proceeding further with any Requirement under Oklahoma PSBN plan consultation.

These planning documents are publicly available at OMES’s website at <http://www.firstnet.gov> or upon request to OMES. Principle prior planning documents are the 2008 Oklahoma Radio assessment Study (Kimbal Report Final), the 2013 OKPSBN governance charter, and Oklahoma’s 2013 application for SLIGP.

OMES notes that the project plan delivered in response to this Requirement will likely consist primarily, or entirely of content from prior planning documents, NTIA and FirstNet recommendations, and from respondent proposals.

Deliverable:

- Oklahoma Public Safety Broadband Network Project Plan

C.5.3. Enhance Oklahoma’s public safety communications governance structure to be sufficient for the Oklahoma PSBN plan consultation.

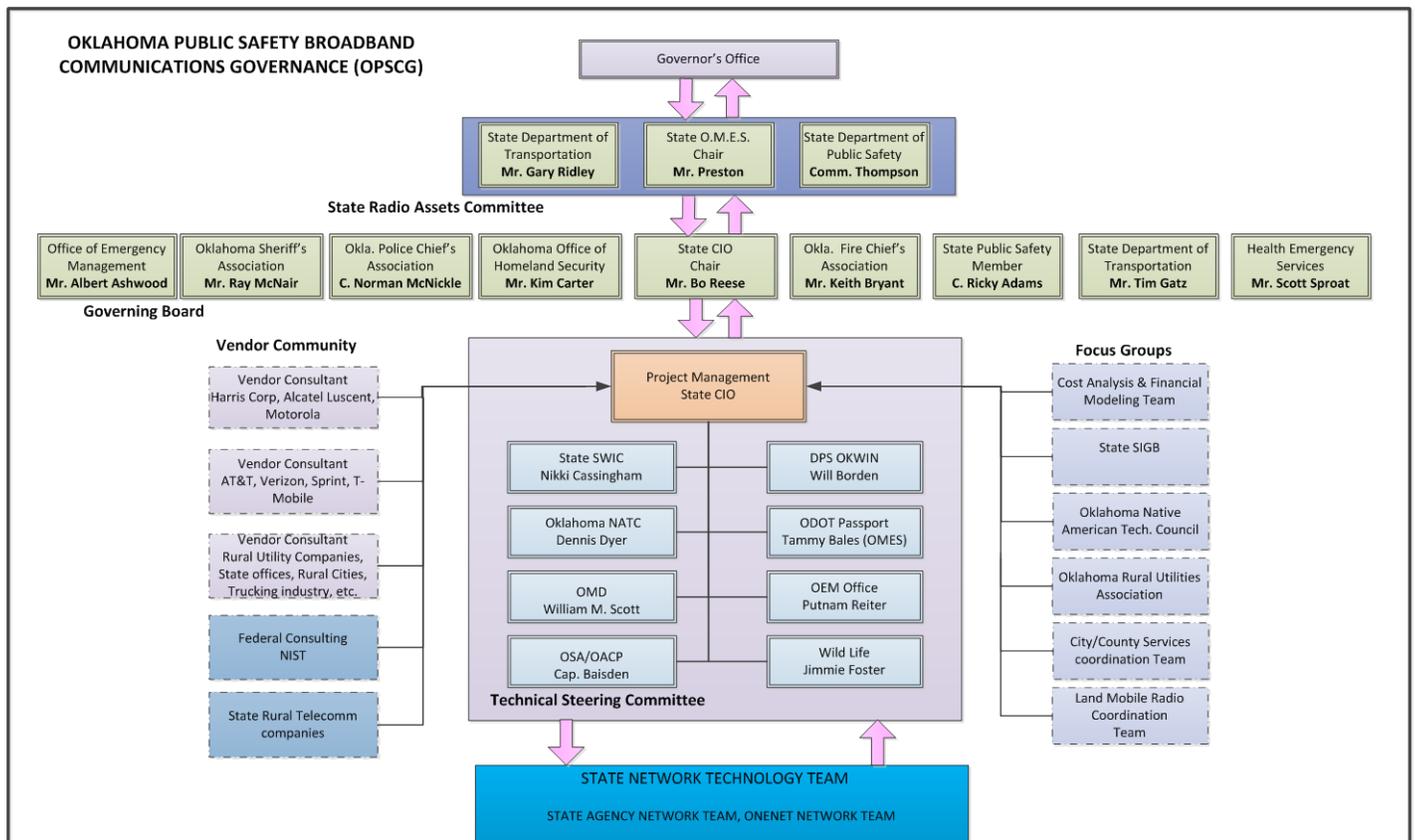


Figure 1: Oklahoma's Governance Structure, Org Chart

Requirement Description:

Oklahoma has a robust public safety communications governance structure which consists of the Statewide Radio Board, regional boards, and a number of subject matter-specific committees and workgroups. This governance structure, largely built from public safety practitioners who normally manage emergency services regarding public safety, which is fully chartered for the Oklahoma PSBN plan development.

The Supplier will work with OMES to produce and execute a set of recommendations regarding its governance structure and the Oklahoma PSBN plan consultation. The Supplier will advise whether or not the current structure is or is not fully sufficient for the consultation process, and if not, what steps OMES and its stakeholders should take to prepare its

governance structure for the consultation process.

Deliverable:

- 1. Oklahoma PSBN plan consultation Governance Recommendations.

C.5.4. Ensure adequate tribal representation.

Requirement Description:

In Oklahoma, there are 38 federally recognized tribes in Oklahoma. Tribal communities and Tribal lands in Oklahoma are pictured below.

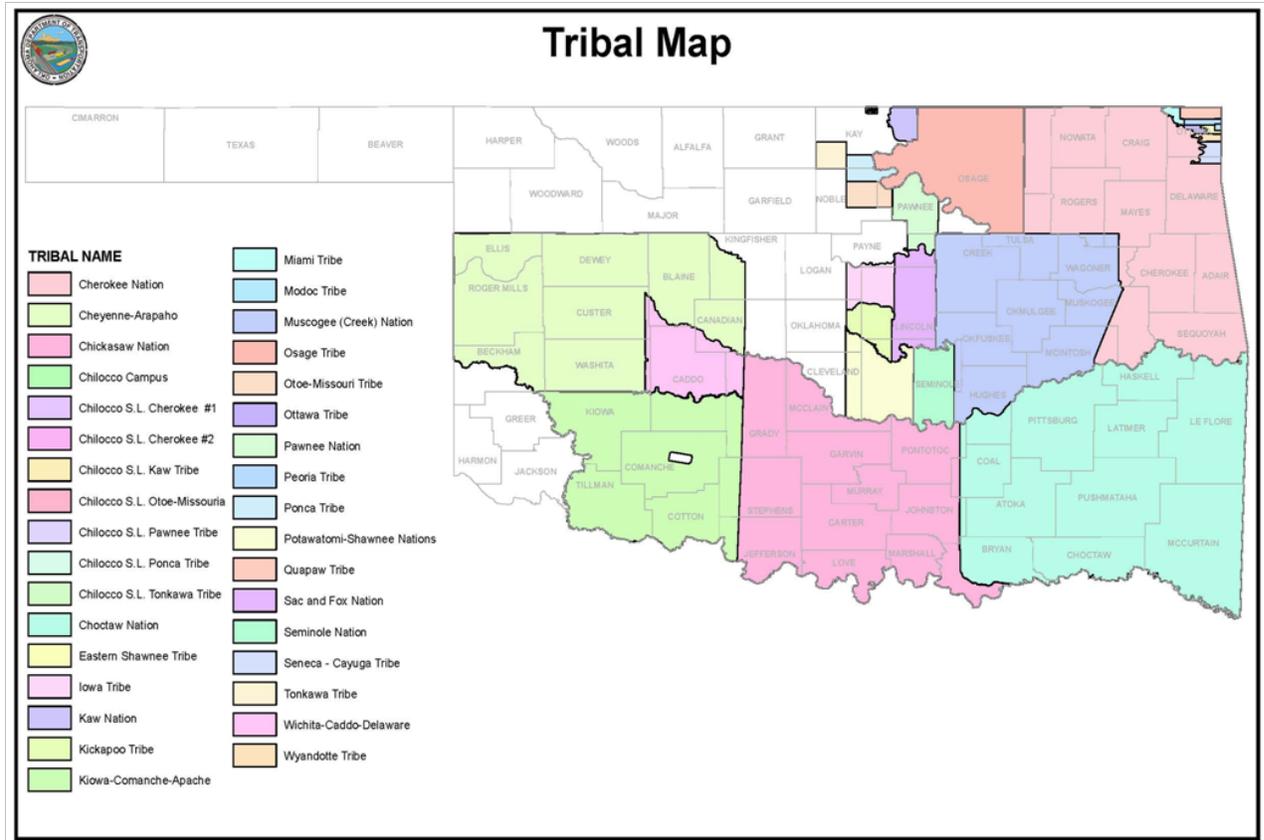


Figure 2: Oklahoma's Tribal Map

The Supplier will work with OMES and the Oklahoma Indian Affairs Liaison, as appropriate, to produce and execute a set of recommendations regarding tribal participation in the Oklahoma PSBN plan consultation. Due to the unique challenges associated with joint efforts between states and their tribal partners, this Requirement is considered distinct and separate from related effort to ensure stakeholders are adequately represented in Oklahoma's Public Safety Broadband Network governance structure.

Respondents may bundle this Requirement with Requirement 2 at their own discretion, but respondents who do so must fully address the terms of this Requirement to ensure tribal representation in the Oklahoma PSBN plan consultation.

Deliverable:

- 1. Tribal Government Consultation Recommendations

C.5.5. Conduct education and outreach sufficient to equip stakeholders to support the Oklahoma PSBN plan consultation.

Requirement Description:

The Supplier will work with OMES to develop and execute a plan for outreach and education related to SLIGP. This outreach and education may utilize any or all of the following methods as well as any others the respondent may introduce:

- Online web-based training modules
- Brochures/slick sheets (printed or electronic)
- Web sites
- Presentations at meetings (e.g., at regional governance meetings, conference, etc.)
- Facilitated Workshops or summits

Respondents shall describe each of the training methods they propose to utilize under Oklahoma PSBN plan consultation, as well as the staff hours (including Supplier hours and OMES staff hours) required to prepare and execute these training materials.

Deliverables:

1. Oklahoma PSBN plan consultation outreach and education plan
2. Outreach and education materials
3. Assist in conducting the outreach education.

C.5.6. Develop stakeholder entity list and identify potential users for the network.

Requirement Description:

The Supplier will work with OMES to assess all potential users of the network, including public safety primary users as well as potential network partners. The Supplier shall identify impediments to participation as well as any appropriate methods that may remove those impediments. The Supplier shall provide a rationale and legal justification for the any partner entity's eligibility to use the network. Finally, the Supplier shall propose a Stakeholder Entity Discovery Process based on the governance model and provide an estimate of the total network user population that may exist in the state.

The Oklahoma 2013 State and Local Grant Plan requires a proposed process for developing a stakeholder entity list and identifying anticipated user populations. Respondents are encouraged to include modifications, additions, or redactions to this process in their response. At a minimum, respondents are to explain whether or not they will utilize this process, and if not, what alternative process the respondent might employ.

Respondents must note that potential non-public safety partners that may provide users, infrastructure, or both; such as utility organizations or rural Telco's; are stakeholder entities that will be identified through the execution of this Requirement. Accordingly, respondents must detail their strategy for documenting potential partner entities in their proposal response for this Requirement.

The Supplier shall establish a sustainability model that is based on factors identified through a discovery process for broadband deployment in the state to be sustainable. The OKPSBN must reach sufficient stakeholders in Oklahoma to be a holistic model with a prediction that spans at least a decade.

As a point of reference, as of this writing, Oklahoma's OKWIN radio system, which is utilized by the vast majority of public safety personnel in the state, has approximately 35,000 active subscriber radios and approximately 35,902 total registered subscriber radios. The Passport radio system which is utilized by variety of users in addition the state's Department of Transportation support up to 1,056 total active subscriber radios and up to 2,400 registered subscriber radios.

Deliverables:

1. Oklahoma PSBN plan consultation stakeholder entity list
2. Oklahoma PSBN User Population Projection Report
3. Oklahoma PSBN Private Public Partnership (P3) Model

C.5.7. Develop standard legal documents, including Memoranda of Agreement (MOA), Memoranda of Understanding (MOU), and Service Level Agreement (SLA)

Requirement Description:

The Supplier will work with OMES to create standardized MOA, MOU, and SLAs and/or modify existing documents per NTIA and FirstNet guidance. Prior to creating actual document samples, the Supplier shall work with OMES to identify any relevant issues and document a general rationale for the content of these standardized documents. OMES anticipates, at a minimum, the following MOUs and/or SLAs:

- Sharing agreements between State or local government and FirstNet for use of existing public safety radio communications infrastructure
- Sharing agreements between State or local government and FirstNet for use of government-owned data and backhaul infrastructure
- Two-way SLA between network entity and FirstNet for NPSBN service
- Three-way SLA between government, commercial entity, and FirstNet for services and/or use of infrastructure
- Three-way MOU between non-public safety partner entity, State government, and FirstNet permitting partner entity access

Deliverables:

1. Oklahoma PSBN plan consultation Legal Document Report
2. Oklahoma PSBN plan consultation Legal Document Templates

C.5.8. Organize State and stakeholder volunteers to conduct the Oklahoma PSBN plan consultation

Requirement Description:

The Supplier will work with OMES and stakeholder entities to organize all entities involved in the Oklahoma PSBN plan consultation in order to fully execute the consultation process.

A key area of concern to OMES is whether or not a respondent's proposed work plan adequately vets all stakeholder volunteers. In order to be successful in executing Requirements C.5.11 and C.5.12, stakeholder volunteers providing input, the Oklahoma PSBN plan consultation must have the proper authority and knowledge to provide useful inputs to the overall business plan. OMES points to its existing governance structure as a starting point for respondents to consider when organizing stakeholder volunteers.

The Supplier shall prepare details of a process for organizing, education, and vetting stakeholder volunteers in order to ensure effective participation. This process is summarized in the following diagram.

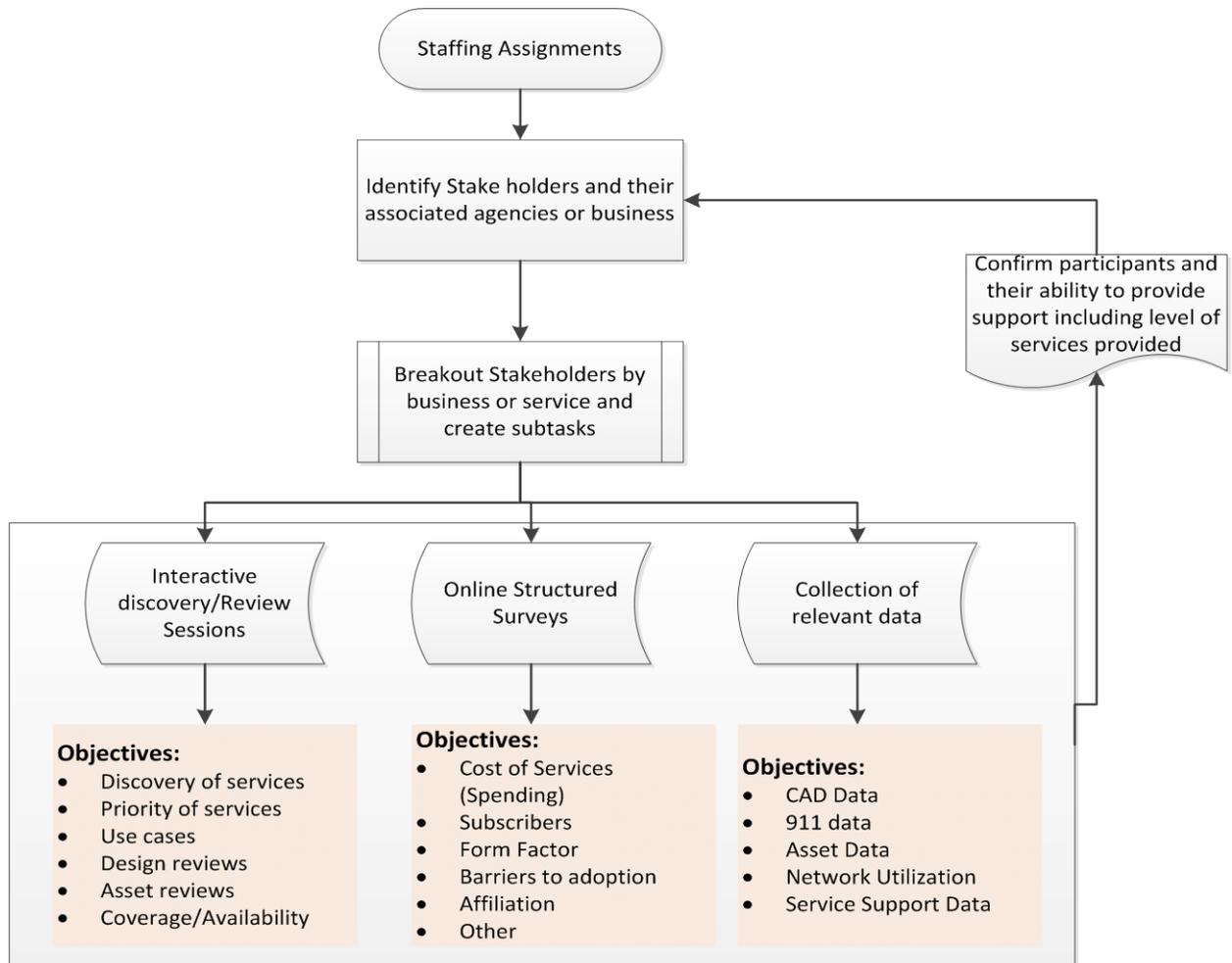


Figure 3: Sample Proposed Stakeholder Vetting Process

Deliverable:

1. Oklahoma PSBN plan consultation Staff and Volunteer Report

C.5.9. Perform Detailed Individual Stakeholder Entity Requirements Gathering

Requirement Description:

The Supplier will work with OMES to perform NPSBN requirements gathering on a stakeholder-by-stakeholder basis throughout the state. The respondent shall develop a master set of variables, shall develop a set of tools and/or methods for collecting stakeholder data (e.g., web-based surveys, interviews, workshops, or other), and then work with OMES to collect user requirements according to those variables for each stakeholder.

The Supplier will work with OMES to determine overall minimum statewide requirements using stakeholder requirements as an input. Individual requirements are intended to be used to form each stakeholder business case while statewide requirements are intended to form the basis of the Oklahoma PSBN plan consultation and inform the Governor in executive decision-making related to the Public Safety Broadband Network.

OMES has performed preliminary, high-level assessment and requirements gathering in 2008 and has performed some specific stakeholder requirements gathering under the Oklahoma Radio Assessment Study final report (Kimball Study). Respondents are strongly encouraged to consider these reports as an input when developing their proposals.

Deliverable:

1. Master stakeholder requirements
2. Requirements gathering tools
3. Stakeholder-by-stakeholder requirements
4. Statewide requirements

C.5.10. Provide recommendations to update the Statewide Communications Interoperability Plan (SCIP) to accommodate Oklahoma PSBN plan consultation and the NPSBN.

Requirement Description:

The Supplier will work with OMES to interpret user requirements gathered under Requirement 8 and any related requirements into a set of strategic initiatives to be incorporated into the SCIP.

Deliverable:

1. SCIP Recommendations

C.5.11. Conduct a discovery and data collection process to identify and value all publicly and private-owned infrastructure and other resources in the state which may contribute to the network.

Requirement Description:

FirstNet and the NTIA have informed states that they will be required to perform a detailed data collection process to document all infrastructure and other resources which may contribute to the NPSBN. However, there are at this time no clear instructions or standards informing states which infrastructure to document or how to document it. The Supplier shall be held to whichever standards FirstNet and/or NTIA issue related to data collection under SLIGP.

OMES anticipates that, at a minimum, the following assets will be inventoried under SLIGP:

- Communications sites (e.g., commercial and government-owned towers)
- Potential communications sites (e.g., government-owned land, tall buildings, etc.)
- Backhaul infrastructure
- Staff and human resources

Additionally, OMES anticipates that states will be required to assess the suitability of the infrastructure, including, at a minimum, the following factors:

- Availability of the asset
- Rent, service, or lease cost
- Redevelopment requirements (for tangible infrastructure)
- Power availability (for tangible infrastructure)
- Security (physical and network security) (for tangible infrastructure)
- Network availability (for tangible infrastructure)
 - Medium
 - Capacity
 - Upgrade costs
- Sustainability

OMES anticipates that all or most activity performed under this Requirement will be performed as a “phase two” activity (for detail on “phase two”, reference the Proposal Content instructions in this RFP).

Deliverables:

1. Oklahoma PSBN plan consultation Infrastructure Report
2. Oklahoma PSBN plan consultation Infrastructure Database (note: FirstNET may provide or identify a single database to input data into. In this case, OMES would deem this deliverable completed when necessary data has been input into the provided database.)

C.5.12. Develop a business plan for network implementation in the state to ensure that the network is sustainable for Oklahoma's stakeholders.

Requirement Description:

The Supplier will work with OMES to develop a full business plan for each stakeholder as well as for the state government. This business plan shall be the culmination of Requirements C.5.1- C.5.13.

The objective of stakeholder-by-stakeholder business plans is to ensure that each stakeholder has a full understanding of the cost of utilizing the NPSBN and an overall strategy for doing so. As a model, OMES points to OKPSBN participation plans prepared by each county prior to migrating primary communications to the OKPSBN based radio system in Oklahoma. OMES encourages respondents to develop a proposal which includes a standard business plan, which will have a high degree of re-use throughout the state and reduce the cost of executing this Requirement.

The objective of the statewide business plan is to provide a sustainable means for the NPSBN to be implemented in the state. The business plan should show a clear case for either opting-in or opting-out of the FirstNet nationwide proposal and shall address all areas of financial sustainability with regards to network deployment in the state, including, at a minimum:

- Overall costs of network construction
- Overall costs of network maintenance
- Overall Required revenue
- Subsidies/discounts related to partnership agreements
- User and device populations

Note that some or all of these items may become part of FirstNet's own overall business plan.

Deliverables:

1. Oklahoma PSBN plan consultation stakeholder-by-stakeholder business plan
2. Oklahoma PSBN plan consultation Statewide Business Plan

C.5.13. Ongoing consulting

Requirement Description:

Throughout Oklahoma PSBN plan consultation, the Supplier will provide ongoing consulting related to executing upon the following Requirements:

- Requirement C.5.3
- Requirement C.5.4
- Requirement C.5.5
- Requirement C.5.8
- Requirement C.5.9

Overall management of Oklahoma PSBN plan consultation shall be performed by OMES, and the Oklahoma Statewide Interoperability Program Manager (SWIC) will be joint project sponsor.

Respondents shall estimate the number of labor hours associated with implementing the proposal, including hours provided by the Supplier, OMES, and volunteers from local governments. The Supplier should include the SWIC and three Regional Interoperability Coordinators (RICs) as fractional FTE staff resources available for assignment to Requirements. If a respondent proposes to not use these resources it should be indicated in the proposal.

Resource	FTE	Duty Station (approx.)

For reference, the RSRs are assigned to radio regions as outlined in the following figure:

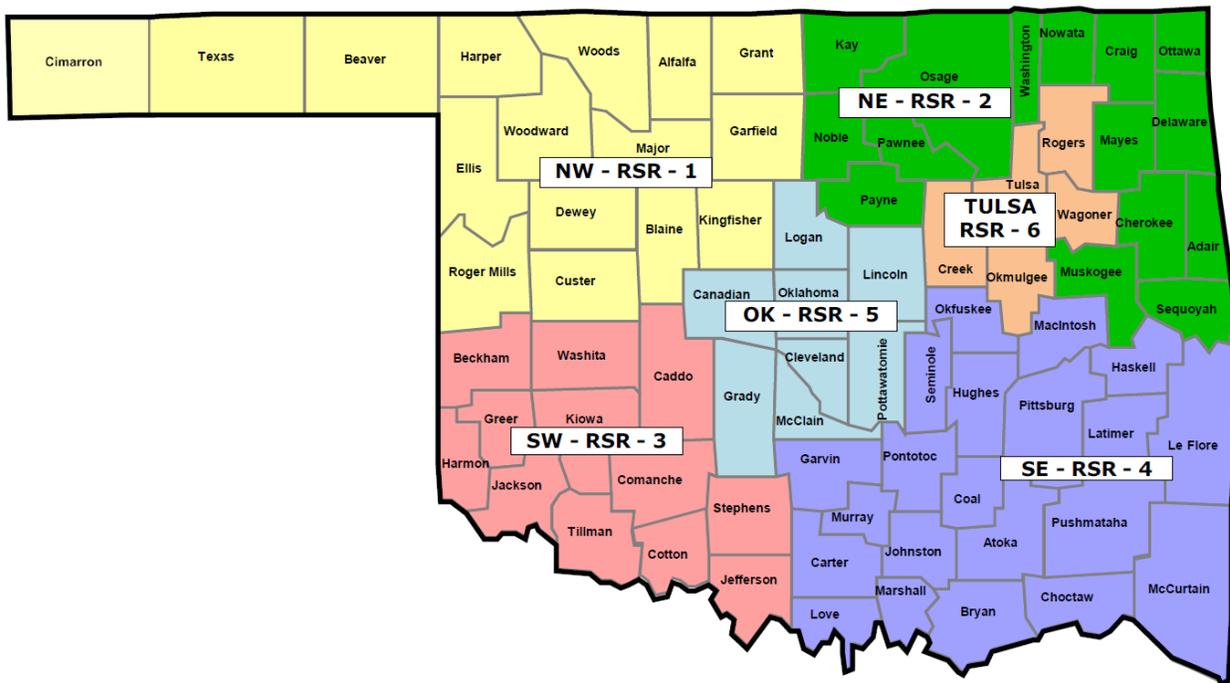


Figure 2: Possible Radio Service Regions

C.5.14. Additional Projects

Requirement Description:

“Additional projects” are any projects assigned to the Supplier with an agreed-upon Scope of Work (SOW) that is substantially related to other Requirements described in this RFP or are required in order to complete Requirements in this RFP but are outside of this RFP’s defined deliverables. Any additional project shall include, at a minimum, the following info:

- Statement of purpose
- Background information
- Scope of work
- Deliverables and compensation (including hours and hourly rate)
- Staff assigned
- Total compensation
- Assumptions and constraints

Additional projects are held to SLIGP phase requirements per all other Requirements performed under Oklahoma PSBN plan consultation.

Administrative Information

The Supplier will work closely with governance body and other department personnel. It is possible that the Supplier will prepare outlines or rough drafts of certain products which will be completed by governance body or department staff.

Responders are encouraged to propose additional Requirements or activities if they will substantially improve the results of the project. These items should be separated from the required items on the cost proposal.

This request for proposal does not obligate the state to award a contract or complete the project, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest.

C.6. Documentation and Training

The objective of the training plan is to provide orientation and training for OMES personnel at all levels, including management, supervisors, operations staff, programmers and user instructors for tactical and analytical operations. OMES understands that the success of this project depends on the level of initial training provided to all personnel. Effective methods of training to pass the basic knowledge needed for our investigative personnel to effectively use the system and associated tools is a key measure of successful implementation of the program at OMES.

The Supplier shall prepare a training plan that will consist of at least the following sections:

Concept description: defines the general approach for accomplishing the proposed training program. This section shall define the development schedule and the responsibilities of OMES and the Supplier.

Course schedule: defines a schedule for the instruction phase and the “on the job training” phases of the program. The schedule shall identify the starting and completion dates for each classroom course and the date on which all course material will be available for OMES review.

Course description: this part shall include a summary description of each course to be taught during the instructional phase of the program. The description shall include the subject, objectives, course length and number of sessions. In addition, the number of students in each class and the recommended background and skill level necessary for satisfactory completion of the course shall be indicated.

Course material: summary of the quantity and type of training material proposed for each course.

Remainder of page intentionally left blank

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. Evaluation Process

D.4.1. 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.
- A statement of the objectives, goals, Requirements, and deliverables to demonstrate the responder's view and understanding of the nature of the contract.
- A description of the deliverables to be provided by the responder along with a detailed work plan that identifies the major Requirements to be accomplished and be used as a scheduling and managing tool, as well as the basis for invoicing. This description must match the deliverables and Requirements outlined in this RFP. Note that all Requirements and deliverables OMES anticipates to be required are outlined in this RFP. Respondents are encouraged to include additional or alternative Requirements in their proposals per terms detailed in this RFP.
- An outline of the responder's background and experience with examples of similar work done by the responder and a list of personnel who will conduct the project, detailing their training, and work experience. Resumes or other information about project personnel should not, if possible, contain personal telephone numbers, home addresses or home email addresses. If it is necessary to include personal contact information, please clearly indicate in the proposal that personal contact information is being provided.

- Resumes of all individuals who will be working on this project, and the resume of the company
- A description of the responder's experience or expertise in public safety communications projects, including operationally-focused projects as well as technically-oriented projects.
- A description of the responder's experience or expertise in major cellular infrastructure projects.
- A description of the responder's experience or expertise in public safety communications governance entities (e.g., SIECs) and other multi-agency governance bodies, and in particular, the responder's experience assisting in forming multi-agency governance bodies.
- A description of the responder's experience or expertise with the following entities:
 - State of Oklahoma
 - Oklahoma's county and local governments
 - Tribal governments whose boundaries are located within the state of Oklahoma
 - Oklahoma Department of Public Safety
 - Oklahoma Statewide Radio Board and related regional boards
 - States and territories, county and local governments, and tribal governments outside of Oklahoma
- A description of the responder's experience or expertise in public/private partnerships
- A description of the responder's experience or expertise in business case development and business management
- A description of the responder's experience or expertise in nationwide public safety broadband efforts, including "pre-FirstNet" activities conducted prior to the establishment of FirstNet in 2012.
- Cost detail. (See instructions below for submission of pricing information.) Identify the level of the Department's participation in the contract, as well as any other services to be provided by the department, and details of cost allowances for this participation.

Cost detail shall include a firm-fixed price for each deliverable listed in this RFP, including estimated hours to prepare the deliverable and the hourly rate charged for that deliverable. It is important the proposals include a separate cost detail for *each* deliverable, as OMES may elect to award different deliverables to multiple Suppliers.

For any unsolicited Requirements the responder includes in its proposal, the responder shall include a firm-fixed price for each related deliverable, including estimated hours to prepare the deliverable and the hourly rate charged for that deliverable.

Cost detail shall also include an hourly rate for any additional work authorized as an Additional Requirement.

Important note: SLIGP, the Federal grant program supporting this project, is divided into two phases.

Phase One: Governance Development
Phase Two: Data Collection

Cost proposals must identify which billable hours are "phase one" activities, and which billable hours are "phase two" activities. No more than 50% of total billable costs can be classified as phase one activities. Proposals which do not designate which phase each line item falls into, or which designate more than 50% of billable costs as phase one activities, will not be considered. For detailed information on these project phases, please consult the NTIA's SLIGP FFO¹.

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

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

D.4.2. Evaluation of Offer

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

D.4.3. Evaluation of Cost

Cost comparisons are performed.

D.4.4. Demonstrations

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

D.4.5. Best Value Evaluation of Product/Services

D.4.5.1. Selection

The selection and award of Supplier is based upon which Supplier 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.

¹ Available online at: http://www.ntia.doc.gov/files/ntia/publications/slignp_ffo_02062013.pdf (last retrieved May 2, 2013)

D.4.5.2. Evaluation Factors (not in order of weighting)

1. Expressed understanding of project objectives
2. Deliverables and work plan
3. Qualifications/experience of personnel working on the project
4. Cost detail

D.4.6. 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.

Remainder of page intentionally left blank

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 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. The documents' front pages should indicate original.
- E.3.3.** The Supplier should include a "machine readable" version (1) on CD or DVD, of the original offer.

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 29, 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/0900000133>

- 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 3:00PM Central Time on May 8, 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 included in the original, 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 076ISD.
- c) Completed "Certification for Competitive Bid and Contract" OSF Form 004ISD.
- d) Signed Amendment(s), if any.
- e) Any exceptions to solicitation terms and conditions.

E.11.2. Section Two – References

Provide three (3) references from customers where similar work was performed within the past two (2) years. 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.11.3. Section Three – 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.11.4. Section Four – Response to Requirements

Provide detailed response to specifications/requirements outlined in Section C and D.

E.11.5. Section Five – 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 053also attached is the VPAT Instructions Template.

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

E.11.6. Section Six – 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.11.7. Pricing

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

Remainder of page intentionally left blank

F. CHECKLIST

No.	Description	Yes	No
1	Signed Solicitation Forms and Solicitation Amendments (if applicable)	<input type="checkbox"/>	<input type="checkbox"/>
2	Transmittal Letter	<input type="checkbox"/>	<input type="checkbox"/>
3	Table of Contents Does the Table of Contents identify all sections, subsections, and corresponding page numbers?	<input type="checkbox"/>	<input type="checkbox"/>
4	Executive Summary	<input type="checkbox"/>	<input type="checkbox"/>
5	Are Proposal materials presented in a three-ring binder, or similar manner and <i>page numbered</i> to allow for easy review and removal of documents to facilitate imaging of the document(s)?	<input type="checkbox"/>	<input type="checkbox"/>
6	Are Proposal materials printed as a two-sided document on 8.5"x11" paper?	<input type="checkbox"/>	<input type="checkbox"/>
7	Did the Supplier include electronic copies of their entire proposal, including all attachments, with the original proposal? Are the electronic copies provided in Microsoft -compatible format?	<input type="checkbox"/>	<input type="checkbox"/>
8	Did the Supplier identify any confidential parts of the proposal to allow for special handling of these sections/pages of the document? <u>Did the Supplier provide justification for keeping the referenced areas confidential pursuant to Oklahoma State Statute (RSMo 610.021)?</u>	<input type="checkbox"/>	<input type="checkbox"/>

Remainder of page intentionally left blank

G. OTHER

G.1. Value-Added Services

Suppliers are encouraged to provide descriptions of any additional value-added services that are not already referenced by specifications included within this RFP. Any value-added services should be presented as optional components with any additional costs for these services indicated in Table H.2 entitled "Optional Costs". This subsection of the Technical Response section shall provide a comprehensive and written description of the Supplier's approach to all value-added services that may be provided. Each proposed value-added service is to be listed with a detailed explanation.

The Supplier should identify and propose any other elements necessary to successfully execute the project. Specifically, tasks and deliverables that the Supplier believes are important to the project should be included in the proposal and highlighted as additional necessary tasks in accordance with this provision.

ADDENDUM TO SUPPLIER'S AND/OR 3RD PARTY'S PRE-PRINTED TERMS AND CONDITIONS DOCUMENTS

By providing signature below the Supplier and/or 3rd Party hereby declares understanding and agreement with the following: (1) that the language of this RFP shall govern in the event of a conflict with any of the Supplier's pre-printed terms and conditions documents such as product license agreements, professional services agreements, etc., that are submitted as part of vendor's proposal, any of the Supplier's and/or 3rd Party terms and conditions contained in the submitted pre-printed terms and condition documents that conflict with the RFP terms and conditions, shall have no force or effect and are hereby considered invalid. All other terms and provisions of the Supplier's and/or 3rd Party's pre-printed terms and conditions documents that are not in conflict with the RFP shall apply hereto.

_____	_____
AUTHORIZED SIGNATURE	DATE
_____	_____
PRINTED NAME	TITLE

SUPPLIER'S COMPANY NAME	
_____	_____
AUTHORIZED SIGNATURE	DATE
_____	_____
PRINTED NAME	TITLE

3RD PARTY'S COMPANY NAME	

Remainder of page intentionally left blank

H. PRICE AND COST

The Supplier must respond to Exhibit H with firm, fixed pricing for all applicable costs necessary to satisfy the requirements of the RFP. All prices quoted shall be firm, fixed for the contract. **UNLESS STATED HEREIN, THE STATE SHALL ASSUME ABSOLUTELY NO OTHER COSTS EXIST TO SATISFY THE RFP'S REQUIREMENTS.** Therefore, the successful Supplier shall be responsible for any additional costs.

H.1. Cost Table: Required cost

The Supplier must state below all additional firm, fixed applicable costs necessary to satisfy the **mandatory** requirements of the RFP. Unless stated below or in Section I, the state shall assume that absolutely no other fees or charges will be assessed to the State whatsoever in connection with the license products and services provided herein and to satisfy the RFP requirements.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE
Project Assessment Quotation (PAQ) consulting rates: <i>Please list consultant job classification titles and their corresponding per hour consulting rate on separate rows below:</i>	----	----
	Per Hour	
OTHER COSTS (Specify below if any)	UNIT OF MEASURE	UNIT PRICE

The Supplier must indicate below the firm, fixed annual software maintenance costs.

Annual Recurring Costs		
	Per Year	

All other pricing components that are not specifically addressed in Table H.1 above but are necessary to satisfy the mandatory requirements of the RFP must be included in the pricing listed on this table (such as the PAQ consultant per hour rates). The Supplier must provide a description and indicate what these other specific costs are (if any) on this table. In addition, the Supplier must describe whether the items listed are one-time costs or on-going costs required each month, quarter, or year of the contract life.

H.2. Cost Table: Optional Costs

The supplier may provide firm, fixed pricing for optional/desirable features, expansion options and/or enhancements for the proposed system solution. Please include other system options that are not included with the system license, but sold and maintained separately. Also please list any pricing discounts.

DESCRIPTION/COMMENTS	UNIT OF MEASURE	UNIT PRICE
Supplemental On-site consulting	Each Project	\$ -

Pricing for optional services, expansion options, and/or enhancements, for the proposed products/services should be included in the pricing listed on this table. For desirable functional/technical system specifications, if there is an associated cost for the custom development and costs for its on-going maintenance support - such costs must be stated in this cost table.

H.3. Cost Table: Renewal Options

Renewal Period	Maximum Increase	OR	Minimum Decrease
1 st Renewal Period:	original price +		original price -
2 nd Renewal Period:	original price +		original price -
3 rd Renewal Period:	original price +		original price -
4 th Renewal Period:	original price +		original price -
5 th Renewal Period:	original price +		original price -

I. FINAL TOTAL COST PROPOSAL

This section is provided by the supplier, the proposal shall include all associated cost itemized by each requirement and deliverable identified in the Solicitation. The supplier may use any format they wish.



**State of Oklahoma
Office of Management and Enterprise Services
Central Purchasing Division**

**Certification for Competitive
Bid and/or Contract
(Non-Collusion Certification)**

NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For 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 Permit¹:**

YES – Permit #: _____

NO - Exempt pursuant to Oklahoma Laws or Rules

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

YES – Filing Number: _____

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

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

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

YES – include a certificate of insurance with the bid

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

Authorized Signature

Date

Printed Name

Title

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

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



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

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

Oklahoma EITA Procurement Clause:

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

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

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

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

- 2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance 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."



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

Remarks & Explanations (third section on VPAT)

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

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