



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

Solicitation

1. Solicitation#: 0900000162

2. Solicitation Issue Date: Oct. 17, 2014

3. Brief Description of Requirement:

The Employee Group Insurance Division of the Office of Management and Enterprise Services (EGID) wishes to license/purchase a healthcare decision support system and reimbursement benchmarking data.

4. Response Due Date: Nov. 13, 2014

Time: 3 p.m. CST

5. Issued By and Return Sealed Bid To:

Office of Management and Enterprise Services
ISD Procurement Division
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105

6. Contracting Officer:

Name: Robert Goad
Phone: (405) 522-5103
Email: robert.goad@omes.ok.gov

7. The Office of Management and Enterprise Services/ISD Procurement will conduct a pre-education meeting for all interested suppliers prior to publishing the RFP closing date. This meeting is being held to educate interested suppliers in the solicitation process of the Performance Information Procurement Systems (PIPS) –Best Value Process; based upon Arizona State University Performance Based Studies Research Group (PBSRG). Interested suppliers can visit the PBSRG web site for an overview of The Best Value Business Model Overview @ <http://pbsrg.com/best-value-model/>

8. The pre-education meeting will be held at the Office of Management and Enterprise Services/ISD, located at 3115 N. Lincoln Blvd. Oklahoma City, OK, from 9 to 11 a.m. CST on Oct. 29, 2014.

9. Please submit your intent to participate via e-mail to the procurement specialist listed above by 5 p.m. CST. On Oct. 23, 2014. Please provide the following:

- a) Company Name
- b) Contact Name
- c) Contact Title
- d) Contact Telephone
- e) Contact Email



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

Solicitation

H. PRICE AND COST Error! Bookmark not defined.

A. GENERAL PROVISIONS

The following provisions shall apply where and as applicable to this 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. **“Amendment”** means a written restatement of or modification to a Contract Document executed by both parties.
- A.1.3. **“Offer”** means an offer in the form of a Offer, proposal or quote a Offeror submits in response to this Solicitation.
- A.1.4. **“Offeror”** means an individual or Business Entity that submits a Offer in response to this Solicitation.
- A.1.5. **“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.1.6. **“COTS”** means software that is commercial off the shelf.
- A.1.7. **“Contract”** means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.
- A.1.8. **“Contract Document”** means, when executed by all applicable parties as necessary, this Solicitation, the Offer of the awarded Supplier, 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.1.9. **“Closing Date and Time”** is 3:00 P.M. Central Time on the date this Solicitation closes.
- A.1.10. **“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.1.11. **“OMES - ISD”** means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.
- A.1.12. **“Offer”** shall be synonymous with “Offer”, “proposal”, “quote” or other similar term;
- A.1.13. **Offeror”** shall be synonymous with “vendor”, “Offeror”, or other similar term;
- A.1.14. **“Procuring Agency”** means the State of Oklahoma Agency initiating the procurement.
- A.1.15. **“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.1.16. **“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.1.17. **“State Entity”** means any agency, 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.1.18. **“State CIO”** is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.
- A.1.19. **“Solicitation”** means this document inviting Offers for the Acquisition referenced herein.
- A.1.20. **“Supplier”** means the Offeror with whom the State enters into the Contract awarded pursuant to this Solicitation.

A.1.21. "Utilities" means a Offeror'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 Offeror in writing prior to execution of the Contract awarded pursuant to this Solicitation.

A.2. Certification Regarding Debarment, Suspension, and Other Responsibility Matters

By submitting a Offer to this Solicitation:

A.2.1. The Offeror certifies that the Offeror and its principals or participants:

A.2.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;

A.2.1.2. 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.2.1.3. 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.2.1.4. 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.2.2. Where the Offeror is unable to certify to any of the statements in the certification above, Offeror shall attach an explanation to the Offer.

A.3. Offer Public Opening

Sealed Offers may be opened upon public request at the time and date specified herein as the Closing Date and Time.

A.4. Late Offer

Offers received by the State after the Closing Date and Time shall be deemed non-responsive and shall not be considered for any resultant award.

A.5. Legal Contract

By submitting a Offer to this Solicitation:

A.5.1. Submitted Offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.

A.5.2. The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Offer. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Offer. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.

A.5.3. Any Contract Document related to this Solicitation shall be legibly written or typed.

A.5.4. All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.6. Pricing

A.6.1. Offers shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.

A.6.2. Offerors guarantee unit prices to be correct.

A.6.3. In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Offer price/contract amount.

A.6.4. All costs incurred by the Offerors for Offer preparation and participation in this competitive procurement shall be the sole responsibility of the Offeror. The State of Oklahoma shall not reimburse any Offeror for any such costs.

A.7. Firm Fixed Price

Unless this Solicitation specifies otherwise, a Offeror shall submit a firm, fixed price for the term of the Contract.

A.8. Pricing Requirements

If Offeror pricing does not meet requirements of the section herein titled Price and Cost, the Offer may be considered non-responsive.

A.9. Manufacturers' Name and Approved Equivalent

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

A.10. Rejection of Offer

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

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

A.11. Award of Contract

- A.11.1. The State may award the contract to more than one Offeror by awarding the contract(s) by item or groups of items, or may award the contract on an all or none basis, whichever is deemed to be in the best interest of the State of Oklahoma.**
- A.11.2. Contract awards shall be made to the lowest and best Offer(s) unless this Solicitation specifies that best value criteria is being used.**
- A.11.3. In order to receive an award or payments from the State of Oklahoma, Offeror must be registered. The Offeror registration process can be completed electronically through the website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.**
- A.11.4. It is the preference of the State to award to a single Offeror. However, the State reserves the right to award to multiple Offerors when it has been determined to be in the best interest of the State.**

A.12. Contract Modification

- A.12.1. The Contract Documents issued as a result of this Solicitation is under the authority of the State personnel signing the Contract Documents. The Contract may be modified only through a written Amendment, signed by the State.**
- A.12.2. 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 OMES - ISD in writing, or that is made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including but not limited to any unauthorized written Amendment, shall be void and without effect, and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.**

A.13. Delivery, Inspection and Acceptance

- A.13.1. 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.13.2. 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.14. Invoicing and Payment

- A.14.1. 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.14.2. State Acquisitions are exempt from sales taxes and federal excise taxes.

A.15. Audit and Records Clause

- A.15.1. 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.15.2. 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.16. 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, the 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 that may become due under the terms of multiple year agreements in connection with this Contract. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Supplier.

A.17. Choice of Law and Venue

- A.17.1. 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.17.2. 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.18. Termination for Cause

- A.18.1. 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.18.2. 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 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.18.3. 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.19. Termination for Convenience

A.19.1. 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.19.2. 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.20. 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.21. 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.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007

By submitting a Offer to this Solicitation, the Offeror 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. The Offeror agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.23. Compliance with Applicable Laws

A.23.1. In connection with its performance of obligations under the terms of this Contract, the Offeror certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to 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) If the payments pursuant to the Contract are expected to exceed \$100,000.00, 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 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;

- e) For Persons entering into a grant or cooperative agreement over \$100,000.00 (as defined at 45 C.F.R. §93.105 and 93.110), 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, (registration through the Oklahoma Secretary of State at <https://www.sos.ok.gov>), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

A.23.2. The Supplier shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.23.3. The Supplier shall inform its employees, agents and proposed subcontractors who perform services for the State under this Contract of the Supplier's obligations hereunder and shall require compliance accordingly. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations hereunder.

A.24. 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.25. Preclusion from Resulting Contracts

Any Offeror 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 being awarded the Contract and from securing a sub-contractor that has provided such services.

A.26. Mutual Responsibilities

The State and Supplier agree that:

- A.26.1. 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.26.2. This is a non-exclusive Contract and each party is free to enter into similar agreements with others.**
- A.26.3. Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.**
- A.26.4. 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.27. 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 the State, State Entity or Interlocal Entity.

A.28. Confidentiality

- A.28.1. 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.28.2. 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 CIO or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State CIO 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.29. 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.30. 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 Offers, 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.31. Patents and Copyrights

- A.31.1. 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.31.2. 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.31.3. 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.31.4. 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.32. 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. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

A.33. 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.34. Paragraph Headings

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

A.35. 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.36. Conflict of Interest

A.36.1. Offeror must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Offeror's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Offer or termination of project involvement.

A.36.2. 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.37. 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.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.38.1. 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.38.2. 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.39. 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.40. Failure to Provide

The Supplier's repeated failure to provide defined services, without reasonable basis as determined in the sole discretion of the State CIO, shall constitute a material breach of the Supplier's obligations, which may result in partial or whole cancellation of the Contract.

A.41. Agency Policies

The Supplier's employees and/or sub-contractors must adhere to the applicable State policies including, but not limited 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 State policies covering the above to the consulting staff.

A.42. 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.43. High Technology System Performance and Upgrades

A.43.1. 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.43.2. 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.44. 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 in this Contract. 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 an Amendment to this Contract.

A.45. Ownership Rights

A.45.1. 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 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.45.2. 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.45.3. 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.45.4. 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.45.5. 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.45.6. 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 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.45.7. 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 owned by and for the benefit of State of Oklahoma.

A.46. 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 Entity, 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.47. Right to Renegotiate

Prior to exercising the State's right to cancel this Contract, the State may renegotiate the Contract for the purpose of obtaining more favorable terms for the State, provided that the term of the Contract is not modified.

A.48. Used or New Products

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

A.49. 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.50. Mandatory and Non-Mandatory Terms

A.50.1. Whenever the terms "shall", "must", "will", or "is required" are used in this Solicitation, the specification being referred to is a mandatory specification of this Solicitation. Failure to meet any mandatory specification may cause rejection of a Offer.

A.50.2. Whenever the terms "can", "may", or "should" are used in this Solicitation, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection of a Offer.

A.51. 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.52. OMES - ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, 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 on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

A.53. Acceptance of Solicitation Content

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

A.54. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. 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 (the "Initial Term") 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 (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be **Four (4)** options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.**
- B.1.3. After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.**
- B.1.4. If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.**
- B.1.5. The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. 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 ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.**
- B.1.6. In the alternative, 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 potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- B.2.2.** All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

B.3. Warrants

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

C. SOLICITATION SPECIFICATIONS

The Employee Group Insurance Division of the Office of Management and Enterprise Services (EGID) wishes to license/purchase a healthcare decision support system and reimbursement benchmarking data.

The vendor must possess superior experience and expertise in providing a healthcare decision support system for programs with demographics similar to the EGID and will be expected to provide a system that supports healthcare plan management, strategy design, plan design and plan modeling, identification of cost drivers, provider performance measurement and accountability, measurements of overall program effectiveness, tracking of actual versus expected costs, early identification of trends, management and dashboard reporting, predictive modeling capabilities, normative data capabilities, industry benchmarks and risk scoring capabilities. The system should provide “drill-down” and ad-hoc reporting capabilities. All data transmission will come directly from EGID so there is only one integration requirement.

D. EVALUATION

D.1. Evaluation and Award

Offers shall be evaluated on the “best value” determination bases upon the PIPS evaluation process.

D.2. Evaluation Process

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

- Responding Offeror Information Sheet complete Form 076
- Certification for Competitive Offer and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged
- VPAT - Note: Accessibility is required to be a part of the selection criteria

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.

D.3. Selection Criteria

Note: Accessibility is required to be a part of the selection criteria.

The Selection stage focuses on a vendor's ability to differentiate itself. Based upon their ability to identify, prioritize, and minimize risks, add differential value to State of Oklahoma. The State of Oklahoma has made the assumption that each supplier can provide requested services. Instead of focusing on this minimum expectation, State of Oklahoma is allowing suppliers to compete based on value and their ability to maximize State of Oklahoma's satisfaction. Consequently, the submitted proposals should be brief, show differentiation, and allow State of Oklahoma to see which firm is the best value supplier. It is imperative that each supplier realizes that what is written in the proposals and discussed in the interview will become part of the awarded supplier's final contract. Each Offeror should be prepared to participate in oral presentations and demonstrations to define the Offer, to introduce the Offeror's team, and to respond to any and all questions regarding the Offer if requested by the State prior to award.

D.4. PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

Evaluation Criteria

The State will evaluate Proposals against the evaluation criteria for the degree to which each Proposal meets the criteria as follows

Description	Value	Reference
RFP Cover Page and Checklist	Pass / Fail	Attachment A
Project Cost		Attachment B
Project Schedule	Pass / Fail	Attachment C
Not Applicable	N/A	Attachment D
Project Capability Plan	1-10	Attachment E
Risk Plan	1-10	Attachment F
Value Added Options	1-10	Attachment G
Interviews	1-10	Section D (3 & 5)

D.5. Description of Evaluation Criteria

1. RFP Cover Page and Checklist - Respondent will prepare and submit the RFP Cover Page and Checklist (See Attachment A)
2. Project Cost - The selected Respondent will perform the Work for a Contract Sum that shall be a fixed, lump sum that shall include all costs necessary to complete the Work in accordance with the Contract Documents, including Respondent's overhead and profit. The Respondent shall state its proposed Contract Sum as a fixed, lump sum in Attachment B.
3. Project Schedule - The Respondent will prepare and submit information regarding their proposed schedule for the Project. (See Attachment C)

4. Project Capability (PC) Submittal - The Project Capability Submittal (six page maximum) has three components; Project Capability Plan (two 2 page max.), a Risk Assessment Plan (two 2 page max.), and a Value added Plan (two 2 page max.). (See Attachment D)

a) Purpose of PC Submittal

Assist the State in prioritizing Respondents submittals based on their ability to understand and deliver the Project.

Assist the Respondent in planning what they are going to do before they do it.

Provide high performing Respondents the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous best value results.

b) PC Submittal Format Requirements

- PC submittal must NOT contain any names that can be used to identify who the Respondent is (such as firm names, personnel names, Project names, or product names). The State reserves the right to additionally redact submissions to assure anonymity.
- The PC submittal must not include the proposed cost or proposed duration that the Respondent has identified in the Proposal Form.
- A PC proposal template is included in this RFP. This document must be used by all Respondents. Respondents are NOT allowed to re-create, re-format, or modify the template in any manner. Respondent must type their responses on the template provided.
- The PC submittal (whether the pages are blank or filled) must NOT exceed 6 pages (front side of page only).
- Failure to comply with any of the PC format requirements may result in disqualification.
- The PC Submittal shall not contain any marketing information. The Submittal should be used to prove to the State that the Respondent has expertise for the specific project being proposed on.

C) Overview of the Project Capability Plan

- **The two (2) pages, Project Capability Plan is to allow the Respondent to differentiate their capability to meet the requirements of this project by conveying successes with previous customers for projects of similar size and scope. Respondents should include high performance claims that can be verified by previous customers and proven with metrics. All cost and schedule impacts associated with technical capabilities listed below must be included in your base cost/schedule.**

d) Overview of the Risk Assessment Plan

The Respondent should list and prioritize major risk items on this project that could cause the Respondent's "vision" or "plan" to deviate or not meet the expectations of the client (i.e. risks that the Respondent does not control). This includes sources, causes, or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to the State. Do not include in this submittal any risks caused by a lack of the Respondent's technical competency. The risks should be described in simple and clear terms so that non-technical personnel can understand the risk. The Respondent must also explain how they will mitigate, manage, and/or minimize or eliminate the risk from occurring. A mitigation / management plan solution with supporting documented performance (references, performance measurements of projects when the risk mitigation was used etc.) is required for a high rating from the selection committee. The backup performance information can include how many times the mitigation plan was previously used, and the impact on performance in terms of customer satisfaction.

e) Overview of the Value Added Section

The purpose of the Value Added Plan is to provide Respondents with an opportunity to identify any value added options or ideas that may benefit the State at a change in cost or scope. These options or ideas may also be referred to as additional or optional services. Where applicable, the Respondent should identify: 1) what the State may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information and/or best value practices. The Proposer should list the cost and time impact of its options or ideas. The ideas identified in the VA Plan must NOT be included in the Respondent's Cost Proposal. The Respondent should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this project, and indicate how the items will increase or decrease cost (note: a Value Added option must impact cost). All cost impacts associated with these Value Added options must NOT be included in your base cost.

5. Interviews - The State may shortlist (if necessary) the top rated Respondents. The shortlisted Respondents may be required to participate in an interview period. The State may interview all critical team members, including (but not limited to):
- a) Project Manager
 - b) Lead Designer

The State may also request to interview additional personnel. The State will interview individuals separately (and may perform a group interview after the individual interviews are completed). No other individuals (from the Respondents) will be allowed to sit in or participate during the interviews. The State may request additional information prior to interviews. All proposed team members should be available in person for interviews on the date specified in this RFP. At State's discretion, substitutes, proxies, phone interviews, or electronic interviews may be allowed. Individuals who fail to participate in the interview will not be given a score which may jeopardize the Respondent's competitiveness.

D.6. Clarification/Pre-Award Phase

The potential best-valued Respondent will be required to perform the Clarification/Pre-Award functions as outlined in Attachment E. The intent of this period is to allow the Respondent an opportunity to clarify their proposal, define what is in scope and what is out of scope, address any issues or risks, allow the client to add any concerns, and to prepare a Pre Award Document.

D.7. CONTRACT FORM AND REQUIREMENTS

Form of Contract between the State and the Selected Respondent

D.7.1. The Contract between the selected Respondent and the State will be the original solicitation along the Respondent's submission, which is incorporated into this RFP (the "Contract"). By submitting a Proposal, Respondent acknowledges and agrees that it received, read, understands, and shall be bound by and comply with the Contract.

D.7.2. The Contract will incorporate by reference this RFP and any Attachments and any RFP modifications agreed to by State. The State may attach to the Contract as Supplementary Conditions Respondent's Proposal, selected provisions of Respondent's Proposal or modifications to Respondent's Proposal agreed to by State and Respondent.

D.8. Weekly Reporting System

The selected Respondent will be required to submit weekly reports as outlined in the Weekly Report Phase Guide (see Attachment F).

D.9. Project Evaluation

Upon completion of the Project, the Respondent will be evaluated by the State based on their performance on the Project. This includes (but is not limited to): overall quality, ability to manage cost and schedule, high customer satisfaction, and submission of accurate weekly reports.

E. INSTRUCTIONS TO OFFEROR

E.1. Introduction

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

E.2. Preparation of Offer

E.2.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.

E.2.2. Information shall be entered on the form provided or a copy thereof.

E.3. Submission of Offer

E.3.1. Completeness of offer(s): It is desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in the offer as requested by the solicitation. The offeror's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the offeror's offer.

E.3.2. Copies: Proposal should be paginated and indexed in alpha order with reference to RFP sections. Proposal must include an original hardcopy, and 1(One) duplicate copy included on a "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the offeror's offer.

E.4. Proprietary and/or Confidential

E.4.1. Offerors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The 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 an offeror believes particular information requested by the RFP for evaluation purposes is proprietary, the offeror shall submit that information separate and apart from its response and mark it Proprietary and Confidential. If ISD in its sole discretion agrees the information is proprietary, ISD will maintain the information as Confidential. If ISD does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the offeror and the evaluation will be completed without consideration of the information marked Proprietary. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED.

E.5. Oklahoma Open Records Act

Offers are subject to public disclosure in accordance with the Oklahoma Open Records Act. To the extent permitted by such Act, the Offer will not be disclosed, except for purposes of evaluation, prior to approval by the State CIO of the awarded Contract. All material submitted becomes the property of the State. Offers will not be considered confidential after award of the Contract except that information in the Offer determined to be confidential by the State CIO shall continue to be considered confidential.

E.6. Communications Concerning Solicitation

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

E.7. General Solicitation Questions

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

<https://wiki.ok.gov/display/itprocurement/0900000162>

E.7.1. Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access.

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

E.7.2. In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Offeror's lack of access if the request is not made within this timeline.

E.7.3. When posing questions, every effort should be made to:

- a) be concise
- b) include section references, when possible; and
- c) avoid use of tables or special formatting (use simple lists).

E.7.4. These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES - ISD website and linked on the wiki. Offerors are advised that any questions received after 3:00 P.M. Central Time on Oct. 27, 2014, shall not be answered.

E.7.5. EITA Compliance (Provide adequate information defining your products level of EITA compliance by providing a Voluntary Product Accessibility Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. Please complete the attached VPAT & Accessibility -OMES form 053 also attached is the VPAT Instructions Template.

F. OTHER

F.1. Proposed schedule for the selection process.

No.	Task	Date
1	RSVP Deadline for Pre-Proposal/Education Meeting	10/27/2014
2	Pre-Proposal Meeting Questions Due	10/27/2014
3	Educational/Pre-Proposal/Education Meeting	10/29/2014
4	Post Meeting Questions Due	10/29/2014
5	Proposals due	11/13/2014
6	Vendor Interviews	11/18/2014
7	Kick-off Meeting (may be held by conference call)	11/24/2014*
8	Pre-award/Clarification Period begins. (supplier to identify what is in scope and what is out of scope, answer all technical concerns, identify what items were included and not included in scope, receive preliminary approval, put together contract which includes WRR, RMP, performance measures) Review of draft contract by owner's representatives Pre-Award Meeting	12/01/2014*
9	Contract Awarded	12/11/2014

- Dates tentative and may be modified as directed by the supplier advancing to the Clarification Phase.

F.2. Explanation of Proposed Schedule (F.1)

F.2.1. RSVP Deadline for Pre-Proposal/Education Meeting.

F.2.1.1. Interested supplier (whether attending in person or attending by Teleconference) are to RSVP no later than Monday October 27, 2014 by 12:00 noon Central Standard Time. RSVP's are to be emailed to robert.goad@omes.ok.gov. Phone number and access code will be emailed no later than Tuesday 14 October, 2014 at 12:00 noon Central Standard Time to suppliers that have emailed interest.

F.2.2. Pre-Proposal Meeting Questions

F.2.2.1. All questions regarding the Pre-Proposal/Education Meeting are due no later than Monday, October 27, 2014 by 3:00pm. Central Time. Questions are to be posted at : <https://wiki.ok.gov/display/itprocurement/0900000162>

F.2.3. Pre-Proposal/Education Meeting

F.2.3.1. The Pre-Proposal/Education meeting will be held on Wednesday, October 29, 2014 from 1:00 p.m. – 3:00 p.m. Central Time. It will be held at OMES/ISD Building, Room 1007 in OKC, OK. This meeting will also be available by Teleconference.

F.2.4. Post Meeting Questions Due

Questions from the Pre-Proposal/Education meeting are due no later than Monday October 29, 2014 by 3:00 PM Central Time. Questions are to be posted at <https://wiki.ok.gov/display/itprocurement/0900000162> Questions received after this time will not be answered.

F.2.5. Proposals Due

F.2.5.1. Proposals are due Thursday, November 13, 2014 by 3:00 p.m. Central Time. Any proposals received after 3:00 p.m. will be considered late and will be returned to the supplier unopened.

F.2.6. Vendor Interviews

F.2.6.1. Vendor interviews will be held on Thursday, November 18, 2014. The time will be set at a later date. The vendor interviews are preferred to be done in person in OKC but accommodations may be made.

F.2.7. Kick-Off Meeting

F.2.7.1. The Kick-Off Meeting will tentatively be held Monday, November 24, 2014. The time will be set at a later date. This meeting will be held in person in OKC preferably but may be done by conference call.

F.2.8. Pre-Award/Clarification Period

F.2.8.1. The Pre-Award/Clarification period will begin the week of December 01, 2014. This meeting is to be scheduled by the vendor after addressing risks/concerns, milestone schedule, coordinating with all critical entities. This meeting is to be held in person in OKC sometime during this week with coordination to involve all required parties

F.2.9. Contract Award

F.2.9.1. Contract Award project to be awarded December 11, 2014 (tentative).

Attachment A – RFP Cover Page and Declaration

The Vendor must complete and submit this Attachment. This Attachment shall be the cover page for the Vendor’s Proposal.

Request for Proposal	
RFP Name	

Vendors Name:	
Address:	
City:	
State:	
Zip Code:	
Point of Contact for this RFP:	
Phone:	
Fax:	
Email:	

The following documents are required for this proposal (please mark off each document to acknowledge that you have submitted the document in the proper format):

- Attachment A** **Complete and staple as cover page in your proposal (no binders)**
- Attachment B** **Fill in all required information on Cost Proposal Form**
- Attachment C** **Complete and submit Project Capability, Risk Assessment, and Value Added Checklist**
- Attachment E** **Complete and submit Project Capability Information**
- Attachment F** **Complete and submit Risk Assessment Information**
- Attachment G** **Complete and submit Value Added Information**

Attachment B – Cost Proposal and Supplier Information

PROJECT COST PROPOSAL

Project Rate: _____

CRITICAL INDIVIDUAL COMPONENTS

Name of Supplier: _____

Name of Critical Individual 1: _____

Name of Critical Individual 2: _____

Name of Critical Individual 3: _____

Fixed Proposed Cost 1st year of Contract _____
 (Add table rows as needed)

Optional year	Service Description	Hourly Rate	Fixed Rate
Year Two			
Year Three			
Year Four			
Year Five			

If choosing to provide firm fix rates for all four options periods, please copy the above table and insert and complete a table for each option and the proposed rate.

If the rates remain the same as the initial contract period, please indicate here:

Yes, Rates remain the same for all contract periods.

Attachment C – Contract Schedule

CONTRACT DURATION

Contract Duration (Substantial): _____ (Calendar Days)

Note: The Contract Duration (Substantial) should include the total time from the anticipated authorization to proceed date to substantial completion. This must include time to obtain permits and long lead items.

Contract Duration (Total Time): _____ (Calendar Days)

Note: The Contract Duration (Total) should include the total time from the anticipated authorization to proceed date to final Contract payment. This must include warranties, complete punch list items, commissioning, and final payment, etc.

Respondent must also attach a draft project MILESTONE schedule that starts from the anticipated authorization to proceed date to final Contract payment.

When preparing the schedule, the Respondent should assume the following:

Note: Respondent MUST use the authorization to proceed date as the starting point of their Contract schedule. Respondent should not be doing any Project work, with the exception of any work related to the Pre-Award Phase, prior to this authorization to proceed date.

Attachment E

Project Capability Plan

This template must be used. The Project Capability Plan should identify the Respondent’s **capability to meet the project’s requirements** with a plan that meets time and cost goals. The capability claims should be prioritized (list the most important claims first). The Respondent may add or delete Project Capability Claim table templates, but do not exceed the **2-page** limit for this section. Do NOT include any identifying information in your Plan. Information listed under the “Documented Performance” line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Example (this example can be deleted to accommodate more claims)

Project Capability Claim:	<i>We have a significant amount of experience in social media projects and consistently deliver high performance</i>
Documented Performance:	<i>We have completed 45 social media projects in the past two years with a 0.5% cost deviation and 2% schedule deviation. Overall customer satisfaction rating of 9.5 out of 10 for these 45 projects.</i>

Project Capability #1 Claim: _____
Documented Performance: _____

Project Capability #2 Claim: _____
Documented Performance: _____

Project Capability #3 Claim: _____
Documented Performance: _____

Project Capability #4 Claim: _____
Documented Performance: _____

Project Capability #5 Claim: _____
Documented Performance: _____

Project Capability #6 Claim: _____
Documented Performance: _____

Project Capability #7 Claim: _____
Documented Performance: _____

Project Capability #8 Claim: _____
Documented Performance: _____

Attachment F

Risk Assessment Plan

This template must be used. The Risk Assessment Plan should address the risks that the Respondent **does NOT control**. The risks should be prioritized (list the greatest risks first). The Respondent may add or delete Risk table templates, but do not exceed the **2-page** limit for this section. Do NOT include any identifying information in the Plan. Information listed under the “Documented Performance” line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Example (this example can be deleted to accommodate more claims)

Risk Description: Risk that is not identified by client professional, competing vendors, or expert vendor will be identified and solved within 3 days maximum (unless more time is justified and requested).

Risk Impact / Why is this a Risk? Unforeseen circumstances/risks may cause a deviation to our planned baseline expectations.

Once we are notified of a change, we will take the following action:

- Solution:**
1. Vendor shall immediately notify the State the same day as discovery of potential cost and time impact.
 2. Vendor shall find best possible options to minimize risk, with accompanying cost and time.
 3. Vendor will then present to State with justification as to why the best.

Documented Performance: We use this approach as part of every project we complete. We have had to use the approach 15 times over the past 3 years. Our solution resulted in less than 1% change orders, and 100% of the clients on these 15 projects rated our performance 10 out of 10.

Risk Description #1: _____

Risk Impact / Why is this a Risk? _____

Solution: _____

Documented Performance: _____

Risk Description #2: _____

Risk Impact / Why is this a Risk? _____

Solution: _____

Documented Performance: _____

Risk Description #3: _____

Risk Impact / Why is this a Risk? _____

Solution: _____

Documented Performance: _____

Attachment G

Value Added Plan

This template must be used. The Value Added Plan should identify any **value added options or ideas that may benefit the Owner**. The value added claims should be prioritized (identify the most important claims first). The Respondent may add or delete Value Added Claim table templates, but do not exceed the **2-page** limit for this section. Do NOT include any identifying information in the Plan. Information listed under the “Documented Performance” line may describe where the Respondent has used the approach or solution previously, and what the results were in terms of verifiable metrics.

Example (this example can be deleted to accommodate more claims)

Item Claim: This would be the place to offer service/package/optional remittance method (etc) not requested in the solicitation-insert description here

How will this add value? How would the item described above add value to the State’s contract?

Documented Performance: State in general terms where offered and the results

Cost Impact (%): What is cost or hourly rate? **Schedule Impact (%):** What is the unit of measure for the cost?

Item #1 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact (%): _____ **Schedule Impact (%):** _____

Item #2 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact (%): _____ **Schedule Impact (%):** _____

Item #3 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact (%): _____ **Schedule Impact (%):** _____

Item #4 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact (%): _____ **Schedule Impact (%):** _____

Item #5 Claim: _____

How will this add value? _____

Documented Performance: _____

Cost Impact (%): _____ **Schedule Impact (%):** _____



**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



**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 collusion with any state agency or political subdivision official or employee as to create a sole-source acquisition in contradiction to Section 85.45j.1 of this title.

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



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").