



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

Solicitation

1. Solicitation#: 0900000751

2. Solicitation Issue Date: June 21, 2013

3. Brief Description of Requirement:

The Office of Management and Enterprise Services (OMES), an agency of the State of Oklahoma, issues this solicitation to define the state's minimum service requirements and solicit offers capable of meeting the service requirements to provide Oracle Hyperion implementation services for its ENCORE Project as described in Section C.2, Scope of Work, in this solicitation. OMES's objective is to obtain services that represent the best value for OMES and the State of Oklahoma according to the terms and conditions listed in this solicitation.

4. Response Due Date: July 31, 2013

Time: 3 p.m. CDT

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: Gary Rowland

Email: gary.rowland@omes.ok.gov



TABLE OF CONTENTS

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



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

Solicitation

A.48.	Failure to Provide	11
A.49.	Agency Policies.....	11
A.50.	Compliance with Technology Policies	11
A.51.	Emerging Technologies.....	11
A.52.	Ownership Rights.....	11
A.53.	Right of Use	11
A.54.	Source Code Escrow – Reference Title 62 O.S. § 34.31	11
A.55.	Right to Renegotiate	12
A.56.	Publicity.....	12
A.57.	Mandatory and Non-Mandatory Terms	12
A.58.	Non Tobacco – Smoke Free	12
A.59.	OMES/ISD / Agency Relationship	12
A.60.	Acceptance of Request for Proposal Content	12
A.61.	Special Provisions.....	13
B.	SPECIAL PROVISIONS	14
B.1.	Glossary of Terms.....	14
B.2.	Contract Term, Renewal and Extension Option	14
B.3.	Contractors and Sub-Contractors Obligations.....	14
B.4.	Warrants.....	14
B.5.	Commercial Off-The-Shelf (COTS) Software	15
B.6.	Business Compliance.....	15
B.7.	Vendor Misrepresentation	15
C.	SOLICITATION SPECIFICATIONS.....	16
C.1.	Overview and General Information.....	16
C.2.	Scope of Work.....	18
C.3.	Proposal Items Requiring Response.....	20
C.4.	System Requirements.....	20
D.	EVALUATION.....	22
D.1.	Evaluation and Award	22
D.2.	Proposal Clarification Questions	22
D.3.	Competitive Negotiations of Offers.....	22
D.4.	Selection Criteria.....	22
D.5.	Evaluation Process	22
E.	INSTRUCTIONS TO OFFEROR	24
E.1.	Introduction	24
E.2.	Preparation of Offer.....	24
E.3.	Submission of Offer.....	24
E.4.	Proprietary and/or Confidential.....	24
E.5.	Oklahoma Open Records Act.....	24
E.6.	Communications Concerning Solicitation	24
E.7.	Offeror Clarifications	24
E.8.	General Solicitation Questions	25
E.9.	Deliverables	25
E.10.	Notice of Award.....	27
F.	CHECKLIST	28
G.	PRICE AND COST	29
G.1.	Total Project Cost.....	29
G.2.	Project Segment Costs.....	29
G.3.	Hourly Rates	29

A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Addendum" means a written modification to a contract.
- A.1.3.** "Alteration" means a modification an offeror makes to a solicitation response prior to the response due date.
- A.1.4.** "Alternate or alternative offer" means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.
- A.1.5.** "Amendment" means a written change, addition, correction, or revision to a solicitation made by the state agency responsible for making the acquisition.
- A.1.6.** "Bid" means an offer in the form of a bid, proposal or quote an offeror submits in response to a solicitation;
- A.1.7.** "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier", "vendor", or "offeror" responding to a solicitation.
- A.1.8.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute;
- A.1.9.** "COTS" means Commercial off the Shelf.
- A.1.10.** "Contract" means the final agreement under which the services and/or products shall be governed.
- A.1.11.** "Contractor" means the Business Entity with whom the State enters into this contract.
- A.1.12.** "Close of business" means 5:00PM Central Time.
- A.1.13.** "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.14.** "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.15.** Minor Deficiency or "minor informality" means an immaterial defect in a response or variation in a bid from the exact requirements of a solicitation that may be correct or waived without prejudice to other offerors. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- A.1.16.** "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.17.** "Offeror" shall be synonymous with "vendor", "bidder", or other similar term;
- A.1.18.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.19.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.20.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to the Office of Management and Enterprise Services - ISD.
- A.1.21.** "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the State government, whether elected or appointed, excluding only political subdivisions of the State.
- A.1.22.** "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.
- A.1.23.** "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for an offeror to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

A.2. Offer Submission

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

A.3. Solicitation Amendments

- A.3.1.** If an "Amendment of Solicitation", DCS-FORM-CP-011 (or other format as provided), is issued, then the offeror shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the offer or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The State must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the offer to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.
- A.3.2.** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the State.
- A.3.3.** It is the contractor's responsibility to check the State's website frequently for any possible amendments that may be issued. The State is not responsible for the contractor's failure to download any amendment documents required to complete a solicitation.

A.4. Offer Change

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

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

By submitting an offer to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;

- A.5.1.2.** Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
 - A.5.1.4.** Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its offer.

A.6. Offer Public Opening

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

A.7. Offers Subject To Public Disclosure

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

A.8. Late Offer

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

A.9. Legal Contract

- A.9.1.** Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.
- A.9.2.** The contract resulting from this solicitation shall consist of the following documents in order of preference: State of Oklahoma Statutes, contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer does not conflict with the requirements of the contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the contract award documents prevail over the solicitation, and both the contract award documents and the solicitation shall prevail over the successful offer.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.
- A.9.4.** All transactions related to this solicitation, and any contract resulting therefrom, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.10. Pricing

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

A.11. Firm Fixed Price

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

A.12. Pricing Requirements

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

A.13. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Offeror may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if offers are based on equivalent products,

indicate on the offer form the manufacturer's name and number. Offeror shall submit sketches, descriptive literature, and/or complete specifications with their offer. Reference to literature submitted with a previous offer shall not satisfy this provision. The offeror shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Offers that do not comply with these requirements are subject to rejection.

A.14. Rejection of Offer

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

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

A.15. Award of Contract

- A.15.1.** The State may award the contract to more than one offeror by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.
- A.15.2.** Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3.** In order to receive an award or payments from the State of Oklahoma, vendor must be registered. The vendor registration process can be completed electronically through the DCS website at the following link:
<https://www.ok.gov/dcs/vendors/index.php>.
- A.15.4.** It is the preference of the State to award to a single vendor. However, the State reserves the right to award to multiple vendors when it has been determined to be in the best interest of the State.

A.16. Contract Modification

- A.16.1.** The contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The contract may be modified only through a written Contract Modification, signed by the State.
- A.16.2.** Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Office of Management and Enterprise Services - ISD in writing, or made unilaterally by the contractor, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the contractor shall not be entitled to any claim under a contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2.** Contractor(s) shall be required to deliver products and services as offered on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

A.18. Invoicing and Payment

- A.18.1.** Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.
- A.18.2.** Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

A.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.
- A.20.2.** The contractor(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

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

A.22. Choice of Law

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

A.23. Choice of Venue

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

A.24. Termination for Cause

- A.24.1.** The contractor may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the contractor.
- A.24.2.** The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.
- A.24.3.** If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1.** The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.
- A.25.2.** If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

A.26. Insurance

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

1. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.
2. 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.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Professional Errors and Omissions Insurance shall include Consultant's Computer Errors and Omissions Coverage with limits not less than \$1,000,000 per claim and in the aggregate.

A.27. Employment Relationship

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

A.28. Compliance with The Oklahoma Taxpayer And Citizen Protection Act Of 2007

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

A.29. Compliance with Applicable Laws

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

A.30. Gratuities

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

A.31. Preclusion From Resulting Contracts

Any contractor that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this solicitation, either directly or indirectly, is precluded from the award of such contract and from securing a sub-contractor that has provided such services.

A.32. Mutual Responsibilities

The State and contractor agree that under this Agreement:

- A.32.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- A.32.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.32.3.** Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
- A.32.4.** Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

A.33. Background Checks and Verifications

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

A.34. Confidentiality

- A.34.1.** Pursuant to Title 62 O. S. §34.12.(C.). "The Office of Management and Enterprise Services and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or Federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of State assets."

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

- A.34.2.** The contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.
- A.34.3.** The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the State's CIO, the State Agency Director, or in compliance with a valid court order.

A.35. Unauthorized Obligations

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

A.36. Electronic and Information Technology Accessibility

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

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

- 1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request.
- 2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

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

A.37. Patents and Copyrights

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

- A.37.1.** If a third party claims that a product the contractor provides to an Procuring Agency infringes that party's patent or copyright, the contractor shall defend the State against that claim at contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided the State: (i) promptly notifies the contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows the contractor to control, and cooperates with the contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize the contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

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

- A.37.2.** Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a product; (ii) modification of a product by any party other than contractor, contractor's representative or contractor's sub-contractor, or any State employee acting at the contractor's direction, or a program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a product with other products not provided by contractor as a system, or the combination, operation or use of a product with any product, data, or apparatus that contractor did not provide; or (iv) infringement by a non-contractor product alone, as opposed to its combination with products contractor provides to the State as a system.

A.38. Federal Terms and Conditions

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

A.38.1. Equal Opportunity and Discrimination

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

A.38.2. Lobbying

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

A.38.3. Drug-Free Workplace

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

A.38.4. Environmental Protection

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

A.39. Assignment

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

A.40. Severability

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.41. Failure to Enforce

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

A.42. Licensed Software

A.42.1. Under no circumstances shall the contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.

A.42.2. All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the contractor in performance of this contract is the responsibility of the contractor.

A.43. Contract

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

A.44. Conflict of Interest

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

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

A.45. Limitation of Liability

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

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

A.46.1. In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of Management and Enterprise Services - ISD's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.

A.46.2. Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract shall remain the property of the State of Oklahoma; therefore, 'Keep Your Hard Drive' costs must be included in the offeror's proposed cost.

A.46.3. Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected offeror's may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs, there shall be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

A.46.4. The State of Oklahoma IT Security Policies may be found at:

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

A.47. Offshore Services

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

A.48. Failure to Provide

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

A.49. Agency Policies

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

A.50. Compliance with Technology Policies

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

www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.51. Emerging Technologies

The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified elsewhere under this document. If there are repeated requests for an "emerging technology" and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue a formal modification or amendment to the contract.

A.52. Ownership Rights

A.52.1. It is understood and agreed that the Software is being developed by the contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on contractor's reusable or pre-existing intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

A.52.2. Except for any utilities, all work performed by the contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

A.53. Right of Use

A.53.1. The State has the right to use or not use the software, not including any utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, contractor shall bear no liability for any changes the State makes to such software.

A.53.2. In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion. With respect to any Utilities, the State shall have the right to perpetual, internal use of the Utilities included in the deliverable.

A.53.3. Contractor shall assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor shall sign any such applications, upon request, and deliver them to the State. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

A.54. Source Code Escrow – Reference Title 62 O.S. § 34.31

No State agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes, nor the Purchasing Division of the Department of Central Services, unless otherwise provided by Federal law, shall enter into a contract for the acquisition of customized computer

software developed or modified exclusively for the agency or the State, unless the contractor agrees to place into escrow with an independent third party the source code for the software and/or modifications.

A.54.1. The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

1. A bona fide material default of the obligations of the contractor under the agreement with the agency;
2. An assignment by the contractor for the benefit of its creditors;
3. A failure by the contractor to pay, or an admission by the contractor of its inability to pay, its debts as they mature;
4. The filing of a petition in bankruptcy by or against the contractor when such petition is not dismissed within sixty (60) days of the filing date;
5. The appointment of a receiver, liquidator or trustee appointed for any substantial part of the contractor's property;
6. The inability or unwillingness of the contractor to provide the maintenance and support services in accordance with the agreement with the agency; or
7. The ceasing of a contractor of maintenance and support of the software.

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

A.54.2. As used in this section:

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

A.55. Right to Renegotiate

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

A.56. Publicity

The award of this contract to contractor is not in any way an endorsement of contractor or contractor's services by the State and shall not be so construed by contractor in any advertising or publicity materials. Contractor agrees to submit to the State all advertising, sales promotion, and other publicity matters relating to this contract wherein the State's name is mentioned or language used from which the connection of the State's name therewith may, in the State's judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the State. Nor shall contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the State.

A.57. Mandatory and Non-Mandatory Terms

A.57.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror's Proposal.

A.57.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection.

A.58. Non Tobacco – Smoke Free

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

A.59. OMES/ISD / Agency Relationship

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

A.60. Acceptance of Request for Proposal Content

Unless otherwise provided in Section One of the Vendor's response to this Request for Proposal, all Offers shall be firm representations that the responding Vendor has carefully investigated and will comply with all terms and conditions contained in this Request for Proposal. Upon award of any contract to the Successful Vendor, the contents of this Request for Proposal, as may be

amended by the Vendor's response in Section One, shall become contractual obligations between the parties. Failure to provide all proposed amendments to the terms and conditions contained in this Request for Proposal in Section One of the Contractor's response may cause the bid to be rejected from consideration for award.

A.61. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Glossary of Terms

- B.1.1.** Contractor – A vendor, offeror, or bidder that has been awarded a contract by the State.
- B.1.2.** OMES – The Oklahoma Office of Management and Enterprise Services, an agency of the State of Oklahoma.
- B.1.3.** ISD – Information Services Division, the division of OMES that is responsible for technology statewide.
- B.1.4.** ENCORE – The internal project name used by OMES for its deployment of the Oracle Hyperion software.

B.2. Contract Term, Renewal and Extension Option

- B.2.1.** The initial contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable contract provisions. The contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the contractor.
- B.2.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year. After the initial term of one year, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State will review the terms and conditions to determine validity with current state statutes and rules. If required prior to renewal, the State will work with the contractor to incorporate any required changes to this agreement.
- B.2.3.** The State, at its sole option, may choose to exercise an extension for 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent 90 day extensions, by mutual consent and at the contract compensation rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to new contractor.
- B.2.4.** Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

B.3. Contractors and Sub-Contractors Obligations

- B.3.1.** The contractor may use sub-contractors in support of this contract; however, the contractor shall remain solely responsible for the performance of this contract.
- B.3.2.** OMES shall approve the use of all subcontractors.
- B.3.3.** Contractor understands OMES' right to reject Contractor personnel or subcontractors assigned by Contractor, if such a rejection is supplied with a written reason for the rejection.
- B.3.4.** All payments for products or services shall be made directly to the contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this contract.
- B.3.5.** All contractor and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments shall be made to the contractor for services performed pursuant to this contract by unapproved employees of a sub-contractor.
- B.3.6.** OMES reserves the right to terminate payment for contractor staff assigned to OMES effective upon written notice to the contractor if performance does not meet OMES expectations. The contractor must provide a replacement(s) acceptable to OMES. When any replacement is necessary, the "ramp up time" for the replacement(s) staff time will be at no cost to OMES. The "ramp up time" for replacement(s) staff will be determined by OMES and the contractor on a case-by-case basis.
- B.3.7.** Contractor's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.4. Warrants

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

B.5. Commercial Off-The-Shelf (COTS) Software

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

B.6. Business Compliance

The Offeror must be in compliance with the laws regarding conducting business in the State of Oklahoma. The Offeror certifies by signing the signature page of this original document and any amendment signature page(s) that the Offeror and any proposed subcontractor(s) are presently in compliance with such laws. The Offeror shall provide documentation of compliance upon request by OMES.

B.7. Vendor Misrepresentation

As described in Section C.4, System Requirements, the Awarded Vendor will be expected to deliver functionality that is materially the same as the functionality described by the Vendor's response to the System Requirements. If a requirement to which the Vendor answered "SF" or "TP" cannot be delivered by the Vendor, the State will be due a credit equal to the Vendor cost associated with configuration/coding of that functionality, or the costs associated with providing the functionality through alternative means, whichever is greater. The amount of the credit must be mutually agreeable to the Vendor and the State.

C. SOLICITATION SPECIFICATIONS

C.1. Overview and General Information

C.1.1. Solicitation Purpose

The Office of Management and Enterprise Services (OMES), an agency of the State of Oklahoma, issues this Solicitation to define the State's minimum service requirements and solicit offers capable of meeting the service requirements to provide Oracle Hyperion implementation services (Services) for its ENCORE Project as described in Section C.2, Scope of Work in this Solicitation. OMES's objective is to obtain Services that represent the best value for OMES and the State of Oklahoma according to the terms and conditions listed in this Solicitation.

C.1.2. Project Goals and Objectives

The goals of the ENCORE Project are to:

- a) Implement an integrated Hyperion Budgeting and Planning solution that meets the needs of the State by eliminating outdated and redundant systems, maximizing the efficiency of managing state resources, and ensuring access, security and accuracy for system stakeholders;
- b) Streamline the current processes for budget development, strategic planning, performance management and production of the Comprehensive Annual Financial Report (CAFR) to more effectively take advantage of the Hyperion toolset;
- c) Successfully implement the solution on time and within budget;
- d) Provide an implementation plan that provides for the requested functionality while also minimizing risk to the State, including strategies such as incremental delivery of functionality;
- e) Implement the Hyperion system in a manner that supports statewide standardization of business processes and tools;
- f) Implement the Hyperion system in a manner that is cost-effective to maintain and upgrade; and
- g) Provide a platform and a knowledge base upon project completion that the State can effectively use to respond to new future requirements for budgeting, strategic planning, performance management and CAFR production.

C.1.3. Background

The State of Oklahoma (State) acquired the Oracle Hyperion software in May 2012 to replace its aging systems. These systems include:

- a) Budgeting – The State's budgeting process has the following main components
 - Budget Request System: An internally developed system that collects an agency's budget request for the upcoming fiscal year. Every other year, this system is also used to collect data for an agency's strategic plan.
 - Governor's Budget Book: Each January the State develops the Governor's Budget Book outlining the Governor's proposed budget initiatives.
 - Capital Budget: This system collects information on proposed capital expenditures. The capital budgeting division then uses the information to analyze and prioritize proposed expenditures.
 - Budget Work Program: Once the legislature develops the final budget, the data is input into the PeopleSoft EPM tool and routed for approvals.
- b) CAFR – Data for the State's CAFR is pulled from various sources including PeopleSoft financials and CAFR packages (excel spreadsheets submitted by agencies). The information from the various sources is then analyzed and compiled into the final report.
- c) Performance and Efficiencies – This is a new process for the State. The State will record high level goals that will be reported on by multiple agencies across the State. Some of the outcomes will be tied to budgets while others may not be. This data will be used to report progress on our statewide goals.

For enterprise financial, human resources and budgeting administration, the State currently uses PeopleSoft Financials and Supply Chain Management (FSCM) version 8.9, PeopleSoft Human Capital Management (HCM) version 9.0, and PeopleSoft Enterprise Performance Management (EPM) version 8.8, in addition to a number of internally-developed tools. When the Hyperion tool is fully implemented, the State plans to retire PeopleSoft EPM.

The State has licensed the following Hyperion modules in preparation for this deployment:

- Hyperion Financial Data Quality Management
- Hyperion Planning Plus

- Hyperion Financial Management Plus
- Oracle Hyperion Public Sector Planning and Budgeting
- Hyperion Financial Data Quality Management Adapter Suite
- Hyperion Financial Data Quality Management Adapter for Financial Management
- Oracle Essbase Plus
- Oracle Scorecard and Strategy Management

For more information about the current business processes, and the State's direction for its new business processes, please refer to Appendix A, "Oklahoma Hyperion Business Processes."

C.1.4. Mandatory Experience

The Vendor must have completed by the Offer Due Date, as the primary provider of implementation services, a state or local government implementation of Hyperion Budgeting and Planning software. The referenced client must be in production. The purpose of this requirement is to ensure that the Vendor possesses the experience and lessons learned associated with public sector Hyperion implementations. The State's determination of compliance with this mandatory requirement shall be final.

C.1.5. Project Governance

Within OMES, the primary business owners for the ENCORE project include the State Comptroller, the Director of Budget, Policy, and Communications, the Budget Director and the Director of Performance & Efficiency Division. Management and oversight of this project will be the responsibility of the Information Services Division of OMES.

C.1.6. Project Concerns

Respondent should consider the following concerns when developing their offers in response to this Solicitation:

- a) The State is planning on upgrading the current PeopleSoft FSCM & HCM software over the next couple of years to the most current release. The planned approach is to upgrade Financials first and then follow that with an HCM upgrade.
- b) Due to the complexity and size of the deployment, phased implementation of functionality will likely be needed. The State prefers an implementation that is phased by functionality rather than one phased by agency; in other words, new functionality will be put into production in logical phases rather than deploying all functionality and phasing in agencies over time.
- c) The State expects to provide the technical infrastructure for Hyperion in-house, but would consider hosting of the software off-site as a possibility.
- d) The State will require the Awarded Vendor to prototype all Hyperion forms during design/blueprint using limited data (prior to draft of design/blueprint).
- e) The Awarded Vendor shall provide assistance with program definition based on best practices.
- f) The Awarded Vendor shall provide initial analysis and assessment of anticipated internal process changes in two critical areas: (1) chart of accounts changes in PeopleSoft to support program (cross-organizational) and capital budgeting; and (2) PeopleSoft configuration changes to support position budgeting.
- g) Initial data conversion into Hyperion should include three years (including current year) of budget line data (not transaction).
- h) The State agencies typically budget at a lower level than the State requires, so the adopted solution must be able to work for internal agency use as well as building the State budget.

C.1.7. Key Project Assumptions

- a) The ENCORE project is a priority of OMES with corresponding commitment and support by all levels of management to include timely consensus and deadline-based decisions.
- b) Strong project governance standards will be applied equitably in a manner that ensures opportunity for input by all agencies.
- c) OMES will provide strong project management with appropriate levels of authority and project status reporting.
- d) The Awarded Vendor will commit their expert resources to meet the project timeline, post-implementation support, and knowledge transfer.
- e) The State will commit sufficiently skilled state staff resources to the project for needed periods of time during the implementation.
- f) The existing legacy systems at the statewide level will continue to operate as required throughout the deployment period.

- g) The Awarded Vendor will include training costs for the State project team (exclusive of any travel expense for State employees) and will provide training materials and train-the-trainer sessions for State end users.
- h) The Awarded Vendor will develop the strategy for project communications and cultural change management in the form of a Change Management Plan and will provide support to the State for its execution during the project.
- i) The services under this Solicitation will be primarily performed at a State facility located in Oklahoma City, OK. OMES shall provide workspace for Vendor personnel that includes access to OMES Internet, printers, phones, cubicles, etc. Vendor staff shall provide their own workstations/laptops.
- j) All staff of the Awarded Vendor will agree to abide by State security and data confidentiality policies, and will execute the appropriate State agreements prior to being allowed access to State networks.

C.1.8. Supplementary Information Provided by State

The following documents are provided as supplementary material to this Solicitation, and provide more information about the relevant processes at the State and examples of documents produced as part of the budgeting and CAFR processes.

- Appendix A: "Oklahoma Hyperion Business Processes"
- Appendix B: "FY2013 Agency Budget Survey Approp NonApprop": budget model survey used to allow the agencies the specify their budget models (now also delivered as a web-form)
- Appendix C: "Budgeting Process Flow"
- Appendix D: "Budgeting Integration Process Flow"
- Appendix E: "EPM Budget Cycle Timeline"
- Appendix F: "Budget Copy Setup Definition by Agency FY2012"
- Appendix G: "2014 Position Defaults by Agency FY2014"
- Appendix H: "Oracle Hyperion MTR State of OK 350 users"
- State technology standards - www.ok.gov/cio/Policy_and_Standards
- Sample Governor's recommended Budget - www.ok.gov/OSF/Budget/Budget_Books.html
- Sample Historical Budget Book (submitted with the Governor's budget) - www.ok.gov/OSF/documents/bud13hd.pdf
- Sample State CAFR - www.ok.gov/OSF/Comptroller/Financial_Reporting.html
- Sample Single Audit (which includes the Schedule of Expenditures of Federal Awards that is prepared by CAFR group): www.sai.ok.gov/Search%20Reports/database/OKSingle11FINAL.pdf
- New website (implemented in February 2013) that is the beginning of performance metrics: www.Okstatestat.ok.gov
- Sample Budget Request Forms - www.ok.gov/OSF/Comptroller_and_Budget.html
- Sample Budget Work Program - www.ok.gov/OSF/Forms/Budget_Model_Survey_Work_Programs_Forms_and_Instructions
- Sample agency CAFR package ("blue sheets") www.ok.gov/OSF/Forms/GAAP_Forms/

C.2. Scope of Work

C.2.1. Software to be Implemented

The State of Oklahoma desires to leverage the Hyperion suite of applications as a tool for inductively reengineering its budgeting processes and shifting the focus of budgeting towards aligning with services provided by the State. This pivot in focus provides the foundation for transforming budgeting from allocating scarce state resources around organizational or statutory control to greater optimization of the allocation of scarce resources based expected return on investment. Under this new process, the State will establish strategic priorities through a consolidated statewide strategic plan, link funding decisions to the strategic plan in the budget system, and measure success based on financial and non-financial performance indicators.

The State is planning to implement the State-licensed Oracle Hyperion modules listed in Section C.1.3. In addition to the core operating budget process, Hyperion will support the State's new Capital Budgeting process, current year budget adjustments, and strategy/performance management. Further, Hyperion will be configured to integrate each of these sub-processes into the operating budgeting.

The State will also use the Hyperion toolset to streamline its annual production of its Comprehensive Annual

Financial Report (CAFR).

C.2.2. Supporting Hardware

The State expects the Awarded Vendor to provide a fully-functional Hyperion prototyping environment that the project team will use during the initial phases of the project. After project initiation and prior to the start of the first testing cycle, the State will either obtain the appropriate hardware equipment necessary to operate the Hyperion environment or will contract with a third party for hosting the State's Hyperion environment. The Awarded Vendor will support the State in appropriately sizing its Hyperion hardware environment, whether hosted by the State or by a third party

C.2.3. High-Level Scope of Services

The Successful Respondent shall provide Services necessary to accomplish the following activities:

- a) Provide project management, project planning, risk management and quality assurance activities as required for the duration of the project;
- b) Support the State in appropriately sizing its Hyperion hardware environment, whether hosted in-house or hosted by a third party;
- c) Gather system specifications as needed for initial system design;
- d) Prototype the initial design and present the prototype design for State review and acceptance;
- e) Install all Hyperion software and tools, and create all environments needed for the duration of the implementation;
- f) Code the necessary forms, reports, workflows and other system components, and provide other configuration and/or programming needed to implement the Hyperion solution as designed;
- g) Perform all other services included in the scope of this implementation, including testing, training, deployment support and knowledge transfer; and
- h) Provide post-implementation support.

C.2.4. Anticipated Project Timeline

It is anticipated that the ENCORE Project will follow the timeline below:

- Project commencement – Fall 2013
- Prototyping completed – Early 2014
- System in production for first agency budget request submittal – September 2014
- First CAFR production – December 2014
- First strategic plan and performance management integration – January 2015
- First agency budget work program submission – June 2015

C.2.5. Requested Services and Responsibilities

OMES requires that the Awarded Vendor provide a complete and comprehensive set of services that are required to ensure project success within the planned timeline and budget. Following is a high-level list of the implementation services that are required; however, additional services may be required to ensure implementation success in accordance with the Vendor's methodology:

- Project management;
- Support of technical architecture and infrastructure design;
- Software installation;
- Analysis and assessment of anticipated internal process changes (see C.1.6.f above);
- Additional requirements and system specifications development;
- System analysis and business process design;
- Prototyping of Hyperion forms;
- Software configuration;
- Customizations (if applicable);
- Security configuration;
- Data conversion (as specified in Section C.1.6.g);

- Testing;
- Training (project team and end user, as specified in Section C.1.7.g);
- Knowledge transfer;
- Communications and cultural change management;
- Implementation / deployment (roll-out) support; and
- Post-implementation support (for a minimum of 30 days following final deployment).

These services should be addressed in any Statement of Work included in the contractual agreement between OMES and the Successful Respondent. The Offeror shall submit a sample Statement of Work as part of its response to this Solicitation that encompasses all services listed above, and includes the recommended deliverables and task responsibilities for the project.

C.3. Proposal Items Requiring Response

Provide a response to Section E.9.11 below. Please note that, as described in Section E.9.11 below, this section of the response should not exceed 50 single-sided pages in total, with margins of at least one inch and a font size no smaller than 11 point.

- C.3.1.** Plan and approach for providing services as requested in Section C.2.5 above. Offeror should provide a high-level work plan demonstrating the relationship between the work to be performed, the deliverables to be provided as described, and the phasing/timeline recommended in your approach.
- C.3.2.** Recommendations for phasing and timeline. Describe in your narrative how your recommended approach will reduce risk to the State and facilitate user acceptance. As stated above in C.1.6.b, the State prefers an implementation that is phased by functionality rather than one phased by agency; in other words, new functionality will be put into production in logical phases rather than deploying all functionality and phasing in agencies over time.
- C.3.3.** Project methodology overview, including project standards, status reporting, risk management, issue management, communications and cultural change management.
- C.3.4.** Proposed roles and responsibilities for Offeror and State, including estimated level of effort (i.e., hours, duration) needed from State by role.
- C.3.5.** Technical infrastructure recommendations based on Oracle MTR (attached as Appendix H), assuming that the State will host Hyperion in-house.
- C.3.6.** Description of Offeror's experience with state budgeting and implementation of budgeting applications to support state budgeting. Describe how the functionality implemented aligns with Oklahoma's proposed to-be process.
- C.3.7.** Recommended approach for integrating strategic planning, appropriation budgeting, and performance management. Explain data and process integration and describe any limitations with the delivered Hyperion solutions in terms of supporting this integration.
- C.3.8.** Description of state government best practices and lessons learned in budgeting for outcomes.
- C.3.9.** Description of unique challenges, master data setup, form configuration, etc. to support capital budgeting.
- C.3.10.** Description of unique challenges, master data setup, form configuration, etc. to support budgeting for grants in the operating budget.
- C.3.11.** Any challenges foreseen supporting the State's reportable text handling requirements for budget forms.
- C.3.12.** Explanation of and important considerations for the State regarding the new Hyperion decision package functionality as it applies to state government, incremental budgeting and to budgeting for outcomes for a state government.
- C.3.13.** Description of Offeror's experience with a state Comprehensive Annual Financial Reporting (CAFR) process and how the Hyperion suite of applications aligns with Oklahoma's proposed to-be processes. In particular, describe the up-front process for gathering, compiling, and reporting CAFR-related data (e.g., financial data, statistical data, and narrative text) prior to publishing.
- C.3.14.** Describe any unique challenges related to compiling large amounts of financial, statistical, and narrative data into a single CAFR book using the Hyperion application. How are last-minute changes/updates to text or spreadsheets handled prior to publication?

C.4. System Requirements

The Offeror must respond to the System Requirements provided in Attachment 1. For each requirement, the Offeror shall choose one of the three Requirement Responses below (SF, TP, NR), and then briefly describe its approach to fulfilling the requirement, or the reason why the requirement cannot be fulfilled.

Requirement Responses	Response Definition
SF Standard Functionality	<p>The requirement as stated can be satisfied using the delivered tools and functions of the Hyperion products licensed by the State. The configuration, coding and development necessary for this requirement will not require the State to purchase or license additional software components or require expertise not being supplied by the Vendor. All costs to satisfy this requirement using the approach described by the Vendor in its narrative response to the requirement have been included in the Vendor's Total Project Cost.</p> <p>Responses of "SF" shall financially obligate the Vendor to provide the functionality through the normal and expected configuration and coding of the Hyperion Software. In addition, for any delays in project schedule that result from requirements represented as SF, which upon additional discovery are determined not to be SF, the Vendor shall be responsible for vendor resource costs associated with delivering required functionality and any delay in the project schedule.</p>
TP Third-Party Software Required	<p>The requirement can only be satisfied using software tools or products instead of or in addition to the Hyperion products licensed by the State. The license/purchase fees for the additional software, if needed, have been included as "Other Costs" in the cost estimate, and all other costs to configure, code and develop to satisfy this requirement have been included in Total Project Cost. The approach to fulfilling this requirement should be explained in the narrative response to the requirement.</p> <p>All other terms of "SF" above apply.</p>
NR No Response; Requirement Not Included in Cost	<p>The requirement as stated will not be in scope for the project and is not included in the Total Project Cost. Vendor should explain the reason for exclusion of this requirement in the narrative response to the requirement.</p> <p>A response of "NR" by the Offeror may be grounds for disqualification of the Offeror's proposal.</p>

If a requirement to which the Vendor answered "SF" or "TP" cannot be delivered by the Vendor, the State will be due a credit equal to the Vendor cost associated with configuration/coding of that functionality, or the costs associated with providing the functionality through alternative means, whichever is greater. The amount of the credit must be mutually agreeable to the Vendor and the State.

To assist the State in managing and analyzing Offeror responses to each of these requirements, the State contracted with Advantiv Solutions, LLC for the use of DecisionDirector® RFP Response Management System (DD2), a secure, web-based team collaboration system. As described in Section E.9.12 below, Vendors should utilize DD2 to complete and respond to the State's System Requirements. Requirements for this Solicitation have been uploaded into DD2 and Vendor responses to these requirements should be collected and processed via DD2. Vendors who fail to respond to the requirements via DD2 or who fail to provide, as part of their Proposal submission, a printed copy of their DD2 responses along with a statement certifying that printed copy matches their responses in DD2, may be disqualified.

D. EVALUATION

D.1. Evaluation and Award

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

D.2. Proposal Clarification Questions

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

D.3. Competitive Negotiations of Offers

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

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

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

D.4. Selection Criteria

The selection criteria will be best value to the State of Oklahoma, including at least the following: (these criteria are not presented in any particular order)

- a) Firm qualifications, experience and references
- b) Proposed project team experience
- c) Approach and methodology
- d) Compliance with system requirements
- e) Cost

D.5. Evaluation Process

D.5.1. Evaluation Process – Determination of Solicitation Responsiveness

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

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged.
- Response to Tab 2, Hyperion Experience, documenting the Vendor’s compliance with these minimum conditions
- Response to Tab 4, Financial Status, providing company financial stability documents verifying proof that the company has the ability to support the need of the state
- Response to Tab 6, Response to Requirements, providing a printed copy of the electronic submission through DD2 and a statement certifying that the printed copy matches their responses in DD2

- Response to Tab 7, References, providing three references as specified
 - Cost Proposal (with the Cost Proposal CD/DVD) submitted in a sealed envelope separate from the Technical Proposal
- Meeting all requirements outlined above allows the offer to proceed in the evaluation process. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.

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

D.5.2. Evaluation Process - Evaluation of Offer

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

During verification of the client-supplied references in Section E.9.8 and E.9.13 below, the State will make two attempts to contact the reference using the information supplied in the Vendor response to these sections. If the referenced customer has not responded after two attempts, the reference will not be evaluated and any potential score from that reference will be lost.

D.5.3. Evaluation Process - Evaluation of Cost

Cost comparisons are performed.

D.5.4. Evaluation Process – Demonstrations

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

D.5.5. Best Value Evaluation of Product/Services

D.5.5.1. Selection

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

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

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

E. INSTRUCTIONS TO OFFEROR

E.1. Introduction

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

E.2. Preparation of Offer

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

E.3. Submission of Offer

- E.3.1.** Completeness of offer(s): It is desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in the offer as requested by the solicitation. The offeror's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the offeror's offer.
- E.3.2.** Copies: the offeror's offer should be paginated and include: One (1) original Technical Proposal document and one (1) Technical Proposal copy, for a total of two (2) Technical Proposal documents; plus one (1) original Cost Proposal document and one (1) Cost Proposal copy, for a total of two (2) Cost Proposal documents. The documents' front pages should indicate original or copy. DO NOT include cost information with the Technical Proposal submission.
- E.3.3.** The offeror should include a "machine readable" version, preferably in Microsoft Word or Excel format, on CD or DVD, of the offeror's offer. Include twenty (20) copies of the CD/DVD of the Technical Proposal attached with the original Technical Proposal, and two (2) copies of the CD/DVD of the Cost Proposal attached with the original Cost Proposal. DO NOT include cost information with the Technical Proposal submission.

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

Proposals are subject to public disclosure in accordance with the Open Records Act. To the extent permitted by the Oklahoma Open Records Act, 51 O. S. (2001) § 24A.1-27, the offerors proposals will not be disclosed, except for purposes of evaluation, prior to approval by the CIO of the resulting contract. All material submitted becomes the property of the State of Oklahoma. Proposals will not be considered confidential after a contract is awarded

E.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. Offeror Clarifications

- E.7.1.** Offerors who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Contracting Officer listed herein. To be considered a request for review must be received no later than 3:00PM Central Time on June 28, 2013. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.8. General Solicitation Questions

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

<https://wiki.ok.gov/display/itprocurement/0900000751>

E.8.1. Questions received via any other means will not be addressed. If your firm is not currently registered with the State of Oklahoma with wiki access, you may go to the link below to request access.

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

E.8.2. In order to guarantee that your access is created prior to closing date for submitting questions for a solicitation, please request access at least 5 business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a vendor's lack of access if the request is not made within this timeline.

E.8.3. When posing questions, every effort should be made to:

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

E.8.4. These questions shall be answered in the form of an amendment and posted on the OMES website and linked on the wiki.

E.8.5. Offerors are advised that any questions received after July 05, 2013 shall not be answered.

E.9. Deliverables

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

E.9.1. Preface: Title page, including solicitation title, vendor name, and offer due date.

E.9.2. Preface: Transmittal letter, in the form of a standard business letter on the Vendor's letterhead and signed by an individual authorized to legally bind the Vendor. The letter should include the name, title, address, e-mail address, and telephone number of the individual who will function as the main contact for the Vendor, and a statement that the entire offer and the price contained therein shall be binding upon the Vendor in all respects for a period of 180 days from the offer due date.

E.9.3. Preface: Completed "Responding Bidder Information" DCS/Purchasing Form 076.

E.9.4. Preface: Completed "Certification for Competitive Bid and Contract" DCS/Purchasing Form 004.

E.9.5. Preface: Completed "Amendment of Solicitation" Form 011, if issued.

E.9.6. Preface: Table of Contents

E.9.7. Tab 1: Executive Summary – Maximum five pages in length. The Offeror should outline its understanding and ability to perform the services as outlined in Section C.2, Scope of Work, including summarizing the proposed solution and approach and highlighting relevant experience and staff qualifications.

E.9.8. Tab 2: Hyperion Experience – As discussed in C.1.4, the Vendor must provide information confirming that the Vendor has completed by the Offer Due Date, as the primary provider of implementation services, a state or local government implementation of Hyperion Budgeting and Planning software. The referenced client must be in production. An explanation should be provided to document how this mandatory qualification is met. Additionally, a client contact person name, organization, title, e-mail address and telephone number should be provided that can validate that the Vendor has met the mandatory qualifications. (Note: This same customer may be used as one of the references required below.) The State's determination of compliance with this mandatory requirement shall be final.

E.9.9. Tab 3: Company Information – Vendor must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation. Vendor should include a description of Vendor's credentials to deliver the services sought under this Solicitation, with special emphasis on experience with similar projects for statewide and large government Hyperion projects.

If Vendor has proposed subcontractors as part of its proposal, the Vendor must clearly identify all such subcontractors, including company name, principals involved, number of employees, location, and years in existence. Additionally the Vendor should include a description of the services that the subcontractor will provide as part of the proposed project team.

E.9.10. Tab 4: Financial Status – Vendor should present information to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified

review may be accepted (clarification may be required) If the contractor is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a contractor who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.

Clarification or additional documents may be requested.

E.9.11. Tab 5: Response to Proposal Items as outlined in Section C.3 of this Solicitation. Offeror should show the text of the question in its Proposal and then craft a narrative response to the question, providing the requested information as concisely as possible. This section length is limited to 50 single-sided pages in total, with page margins of at least one inch and a font size no smaller than 11 point.

E.9.12. Tab 6: Response to Requirements. The State has developed System Requirements provided in Attachment 1. To assist the State in managing and analyzing Offeror responses to each of these requirements, the State contracted with Advantiv Solutions, LLC for the use of DecisionDirector® RFP Response Management System (DD2), a secure, web-based team collaboration system.

Vendors should utilize DD2 to complete and respond to the State's System Requirements. The System Requirements for this Solicitation have been uploaded into DD2 and Vendor responses to these requirements should be collected and processed via DD2. Vendors who fail to respond to the requirements via DD2 or who fail to provide, as part of their Proposal submission, a printed copy of their DD2 responses along with a statement certifying that printed copy matches their responses in DD2, will be disqualified.

Each Vendor will be required to contact Advantiv and request their secure, on-line response environment within the DD2 system. Advantiv Solutions will then provide each vendor with all necessary instructions and support. Advantiv can be reached by emailing dd2@advantiv.com. The Vendor will then receive an email from Advantiv within one business day. The DD2 vendor response environment will open upon the release of the Solicitation and will close at the Solicitation due date and time promptly. Advantiv will be available to provide technical support regarding the use of the DD2 system. ALL OTHER INQUIRIES RELATED TO THE SOLICITATION MUST BE DIRECTED TO THE OFFICIAL STATE POINT OF CONTACT PROVIDED ON THE COVER PAGE OF THIS SOLICITATION. Refer to Attachment 1 - System Requirements for additional information.

In addition, Vendors must include an electronic copy of the System Requirements response on the required CD/DVD (see Section E.3.3 above).

E.9.13. Tab 7: Three references from successful Budgeting and Planning projects done by the firm, with preference given to public sector Hyperion projects for clients similar in size and scope to the State of Oklahoma. At least one reference should include deployment of the CAFR for the referenced customer. References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number) and a brief description of the products implemented, the services your firm provided and the start and end dates for the engagement. Please indicate if your firm was the prime contractor for the engagement or was a subcontractor to another firm.

E.9.14. Tab 8: Resume(s) of proposed individuals to be assigned to this project. Provide a summary table on the first page of this section, showing individual names, proposed roles, proposed major responsibilities, and percent of time devoted to this project. Preferred experience includes:

- Five years' experience in public sector Budgeting and Planning design and implementation
- Five years' experience in Oracle and/or Hyperion Budgeting and Planning implementation

E.9.15. Tab 9: Sample Statement of Work. In this section, Offerors shall provide a sample Statement of Work based on the content of their Offer. The Sample Statement of Work should include a description of the roles and responsibilities for each of the services requested in this RFP in accordance with the vendor's proposed project plan and methodology, and descriptions of all deliverables to be provided. To facilitate the delay or elimination of segments of the project scope as discussed in Section G.2, the Offeror should present the functional areas from Section G.2 in distinguishable sub-plans within the Statement of Work.

E.9.16. Tab 10: OPTIONAL. Off-Site Hosting Proposal. As part of its proposal, Offeror may present information and key terms for off-site hosting of the State's production Hyperion environment.

As stated this information is "optional" and the state reserves the right to use the contractor's response in the best interest of the state.

E.9.17. Cost Proposal: Costing must be submitted in the format show in Section G, and shall be bound separately from the Technical Proposal and submitted in its own sealed envelope as instructed.

E.9.18. Any software licensing, maintenance, or service agreements the contractor requires, should they be the successful contractor, not submitted with contractor's offer shall not be considered after contract award.

It is important to note that the terms and conditions contained herein are generally required by state statute, regulations, rules, or guidelines and therefore do not avail themselves to deletions or changes.

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

E.10. Notice of Award

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

F. CHECKLIST

This Technical Proposal Checklist is provided for the convenience of the Offeror only. It summarizes the major elements of the Technical Proposal. This Checklist does not need to be included as part of the Technical Proposal.

Technical Section Content	✓
Title Page	
Transmittal Letter	
Required forms (076, 004, 011 as applicable)	
Table of Contents	
TAB 1 – Executive Summary (limit: 5 pages)	
TAB 2 – Hyperion Experience	
TAB 3 – Company Information	
TAB 4 – Financial Status	
TAB 5 – Response to Proposal Items (limit: 50 pages)	
TAB 6 – Response to Requirements	
TAB 7 – References	
TAB 8 – Resumes	
TAB 9 – Sample Statement of Work	
TAB 10 – OPTIONAL. Off-Site Hosting Proposal	

Note: DO NOT include cost information in the Technical Proposal. Cost must be submitted separately.

G. PRICE AND COST

G.1. Total Project Cost

The Offeror shall prepare a Cost Proposal separate from the Technical Proposal, and submit all copies of the Cost Proposal (paper and electronic) in a separate sealed envelope. As described in E.3.3 above, the Offeror should include a "machine readable" version, preferably in Microsoft Word format, on CD or DVD, of the Offeror's proposals. Include the CD/DVD of the Cost Proposal with the original Cost Proposal. DO NOT include cost information with the Technical Proposal submission.

Costing for all services provided under this agreement shall be quoted as fixed-fee deliverables-based amounts. The deliverables included in the cost table below should follow the Vendor's implementation methodology and Statement of Work, and include all significant deliverables to be provided to the State. The quoted deliverable costs should include any vendor travel or other expenses necessary to complete the contract services. The cost to provide the hosted prototyping environment should be included in the deliverables amounts as another overhead cost similar to travel, and should not be detailed separately as an "Other Project Cost." If there are costs for items other than those discussed above, those costs should be presented in the cost table in the "Other Project Costs" section. The costs should be quoted using the table format shown below.

Deliverable	Expected Completion Date	Cost
1.		\$
2.		\$
3.		\$
OTHER PROJECT COSTS (Detail any other costs here – add lines as necessary)		\$
G.1 TOTAL PROJECT COST		\$

G.2. Project Segment Costs

For various reasons (budget, timing, policy, etc.), the State may choose during contract negotiations to delay or eliminate certain segments of functionality from its project to deploy Hyperion. To assist in the State's evaluation, the Offeror shall provide a project cost that could be deducted from Total Project Cost if that segment of functionality is not deployed as part of the project scope for this contract. As a rough guide to the functionality scope that could be eliminated per project segment listed below, the Offeror should refer to the set of System Requirements (Attachment 1) that corresponds to each of these segments.

The State understands that, because of project overhead and availability of project resources, these cost estimates may not be used as estimates of implementation costs if these segments were deployed in the future outside the timeframe described in the Offeror's proposal. These costs only represent estimated savings from the ENCORE Project if this functionality is eliminated from the project scope.

Project Segment	G.2 Estimated Cost Deduction if Not Deployed
1. CAFR Process	\$
2. Performance Management / Strategic Management	\$
3. Capital Budgeting	\$

G.3. Hourly Rates

Although the State will not reimburse the Awarded Vendor on a time-and-materials or not-to-exceed basis for project deliverables, it may be necessary to make scope changes that require assistance in areas not anticipated for which the State may consider a time-and-materials payment arrangement. For this purpose, the Vendor should provide all-inclusive (travel and all other expenses included) billing rates. The Offeror must quote an hourly rate by project role that will be used if the State wishes to purchase additional services during the term of the contract. The rates should be quoted using the table format shown below

Project Role	G.3 Hourly Rate



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

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

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

Solicitation or Purchase Order #: 0900000751

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

- A. For purpose of competitive bid,
1. I am the duly authorized agent of the above named bidder submitting the competitive bid herewith, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and state officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to said bid;
 2. I am fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and have been personally and directly involved in the proceedings leading to the submission of such bid; and
 3. Neither the bidder nor anyone subject to the bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any state official or employees as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
- B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

SECTION II [74 O. S. § 85.42]:

For the purpose of a contract for services, the supplier also certifies that no person who has been involved in any manner in the development of this contract while employed by the State of Oklahoma shall be employed by the supplier to fulfill any of the services provided for under said contract.

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of:

the competitive bid attached herewith and contract, if awarded to said supplier;

OR

the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



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

Responding Bidder Information

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

1. **RE: Solicitation #** 0900000751

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