



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

**Solicitation**

1. Solicitation#: 0920000009

2. Solicitation Issue Date: 9/30/2015

3. Brief Description of Requirement:

OMES, on behalf of the Tobacco Settlement Endowment Trust (TSET), desires to purchase a system designed to integrate best practices in grant making. A system that will manage grants and grant-related processes, including applications, proposal reviews, contracts, reports, invoices, payments and closures in a comprehensive and effective fashion as well as serve as a contact management system. The agency also seeks to simplify the process of creating reports in response to public inquiries. The goal is to make best use of personnel time and enhance customer service while totally eliminating the need for submission of paper proposals.

RFP NOTICE: Please note that on an RFP no pricing shall be released at the time of opening. Should a public opening be requested the only information to be released will be a list of bidders without pricing.

4. Response Due Date: 11/03/2015

Time: 3 p.m. Central Time

5. Issued By and Return Sealed Bid To:

Office of Management and Enterprise Services  
Central Purchasing Division  
Will Rogers Building  
2401 N. Lincoln Blvd, Suite 116  
Oklahoma City, OK 73105

6. Contracting Officer:

Name: Jacob M. Charries

Phone: 405-522-1040

Email: [Jacob.Charries@omes.ok.gov](mailto:Jacob.Charries@omes.ok.gov)

***Communications Concerning Solicitation***

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

## **A. GENERAL PROVISIONS**

The following provisions shall apply where and as applicable to this Solicitation.

### **A.1. Definitions**

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

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- A.1.2.** "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.
- A.1.3.** "Bid" means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.
- A.1.4.** "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.
- A.1.5.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- A.1.6.** "COTS" means software that is commercial off the shelf.
- A.1.7.** "Contract" means this Solicitation, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this Solicitation.
- A.1.8.** "Contract Document" means, when executed by all applicable parties as necessary, this Solicitation, the Bid of the awarded Supplier, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.
- A.1.9.** "Closing Date and Time" is 3:00 P.M. Central Time on the date this Solicitation closes.
- A.1.10.** "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.
- A.1.11.** "OMES - ISD" means the Office of Management and Enterprise Services, Information Services Division, on behalf of the State of Oklahoma.
- A.1.12.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.13.** "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.1.14.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.
- A.1.15.** "State Entity" means any agency, authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.
- A.1.16.** "State CIO" is the State Chief Information Officer or designee, in the capacity of the State Purchasing Director for information technology and telecommunications Acquisitions.
- A.1.17.** "Solicitation" means this document inviting Bids for the Acquisition referenced herein.
- A.1.18.** "Supplier" means the Bidder with whom the State enters into the Contract awarded pursuant to this Solicitation.
- A.1.19.** "Utilities" means a Bidder's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Bidder in writing prior to execution of the Contract awarded pursuant to this Solicitation.

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

By submitting a Bid to this Solicitation:

- A.2.1.** The Bidder certifies that the Bidder and its principals or participants:
  - A.2.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
  - A.2.1.2.** Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.2.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and
  - A.2.1.4.** Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.
- A.2.2.** Where the Bidder is unable to certify to any of the statements in the certification above, Bidder shall attach an explanation to the Bid.

## **A.3. Bid Public Opening**

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

## **A.4. Late Bid**

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

## **A.5. Legal Contract**

By submitting a Bid to this Solicitation:

- A.5.1.** Submitted Bids are rendered as a legal offer and when accepted by the State, shall constitute a contract.
- A.5.2.** The Contract Documents resulting from this Solicitation shall have the following order of precedence: this Solicitation, other contract award documents, including but not limited to the Purchase Order, Amendments, required certification statements, change orders, license and other similar agreements; and the successful Bid. In the event there is a conflict between any of the preceding documents, the other contract award documents prevail over this Solicitation, and both the other contract award documents and this Solicitation shall prevail over the successful Bid. If there is a conflict between the terms of any Contract Document and applicable Oklahoma law, rules or regulations, such laws, rules and regulations shall prevail over the conflicting terms of the Contract Document.
- A.5.3.** Any Contract Document related to this Solicitation shall be legibly written or typed.
- A.5.4.** All transactions related to this Solicitation, and any Contract Document related hereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

## **A.6. Pricing**

- A.6.1.** Bids shall remain firm for a minimum of one-twenty (120) days after the Closing Date and Time.
- A.6.2.** Bidders guarantee unit prices to be correct.
- A.6.3.** In accordance with 74 O.S. §85.40, all travel expenses to be incurred by Supplier in performance of the Contract shall be included in the total Bid price/contract amount.
- A.6.4.** All costs incurred by the Bidders for Bid preparation and participation in this competitive procurement shall be the sole responsibility of the Bidder. The State of Oklahoma shall not reimburse any Bidder for any such costs.

#### **A.7. Firm Fixed Price**

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

#### **A.8. Pricing Requirements**

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

#### **A.9. Manufacturers' Name and Approved Equivalents**

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

#### **A.10. Rejection of Offer**

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

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

#### **A.11. Award of Contract**

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

#### **A.12. Contract Modification**

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

#### **A.13. Delivery, Inspection and Acceptance**

- A.13.1.** All deliveries shall be F.O.B. Destination. The Supplier shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any products delivered

pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at destination and the procuring entity has no responsibility for the delivered products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.

- A.13.2. Supplier shall be required to deliver products as offered on or before the required date. Deviations, substitutions, or changes in the products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

#### **A.14. Invoicing and Payment**

- A.14.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.

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

#### **A.15. Audit and Records Clause**

- A.15.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Supplier agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.

- A.15.2. The Supplier is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

#### **A.16. Non-Appropriation Clause**

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

#### **A.17. Choice of Law and Venue**

- A.17.1. Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.

- A.17.2. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Supplier or as otherwise provided by applicable law.

#### **A.18. Termination for Cause**

- A.18.1. The Supplier may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Supplier.

- A.18.2. The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Supplier, when violations are found to be an impediment to the function of the State and detrimental to the cause of a State Entity, when conditions preclude the thirty (30) day notice, or

when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Supplier immediately upon any of the foregoing conditions in this subsection.

- A.18.3.** If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

#### **A.19. Termination for Convenience**

**A.19.1.** The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Supplier a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Supplier upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.

**A.19.2.** If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

#### **A.20. Insurance**

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

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

#### **A.21. Employment Relationship**

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

#### **A.22. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

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

#### **A.23. Compliance with Applicable Laws**

**A.23.1.** In connection with its performance of obligations under the terms of this Contract, the Bidder certifies compliance with and, if awarded the Contract pursuant to this Solicitation, shall continue to comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

- a) Drug-Free Workplace Act of 1988 and as implemented at 45 C.F.R. part 76, Subpart F;
- b) If the payments pursuant to the Contract are expected to exceed \$100,000.00, Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities;
- c) Prospective participant requirements set forth at 45 C.F.R. part 76 in connection with debarment, suspension and other responsibility matters;
- d) 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973 and Executive Orders 11246 and 11375, Americans with Disabilities Act of 1990;
- e) For Persons entering into a grant or cooperative agreement over \$100,000.00 (as defined at 45 C.F.R. §93.105 and 93.110), Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- f) Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Circular A-133 with approval and work paper examination rights of the applicable procuring entity; and
- g) Be registered as a business entity licensed to do business in the State, (registration through the Oklahoma Secretary of State at <https://www.sos.ok.gov>), have obtained a sales tax permit and be current on franchise tax payments to the State, as applicable.

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

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

#### **A.24. Gratuities**

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

#### **A.25. Preclusion from Resulting Contracts**

Any Bidder that has provided any consulting services or technical assistance that resulted in any specifications or concepts in this Solicitation, either directly or indirectly, is precluded from being awarded the Contract and from securing a sub-contractor that has provided such services.

#### **A.26. Mutual Responsibilities**

The State and Supplier agree that:

- A.26.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- A.26.2.** This is a non-exclusive Contract and each party is free to enter into similar agreements with others.
- A.26.3.** Each party grants the other only the licenses and rights specified in the Contract Document and all other rights and interests are expressly reserved.
- A.26.4.** Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

#### **A.27. Background Checks and Verifications**

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

to facilities, data and information may be withheld prior to completion of background verification acceptable to the State, State Entity or Interlocal Entity.

#### **A.28. Confidentiality**

- A.28.1.** The Supplier shall maintain strict security of all State data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and state laws, rules, regulations and policies and shall use any such data or records only as needed by Supplier for performance of its obligations hereunder. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Supplier utilizes a permitted subcontractor, Supplier shall obtain specific written assurance, and provide a copy to the State, that the subcontractor shall maintain this same level of security of all data and records entrusted to or accessed by the subcontractor and agree to the same obligations as Supplier, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.
- A.28.2.** No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State CIO or in compliance with a valid court order. The Supplier shall immediately forward to the State and the State CIO any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

#### **A.29. Unauthorized Obligations**

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

#### **A.30. Electronic and Information Technology Accessibility**

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

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

#### **A.31. Patents and Copyrights**

- A.31.1.** Without exception, the products prices shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent or copyright.
- A.31.2.** If a third party claims that any portion of the products provided by Supplier under the terms of this Contract infringes that party's patent or copyright, the Supplier shall defend the State against the claim at the Supplier's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Supplier in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.
- A.31.3.** If such a claim is made or appears likely to be made, the Supplier shall enable the State to legally continue to use, or modify for use, the portion of products at issue or replace such potential infringing products with at least a functional non-infringing equivalent. If the Supplier determines that none of

these alternatives is reasonably available, the State shall return such portion of the products at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other products which are rendered materially unusable as intended due to removal of the portion of products at issue.

- A.31.4.** Supplier has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Supplier, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Supplier; (ii) a program's use in other than its specified operating environment; (iii) the combination, operation, or use of a product with other products not provided by Supplier as a system or (iv) infringement solely by a non-Supplier product that has not been provided to the State by, through or on behalf of the Supplier as opposed to its combination with products Supplier provides to or develops for the State as a system.

### **A.32. Assignment**

Supplier's obligations under a Contract Document may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld in its sole discretion. Rights granted under the terms of this Contract may be assigned or transferred, at no additional cost, to other entities within the State.

### **A.33. Severability**

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

### **A.34. Paragraph Headings**

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

### **A.35. Failure to Enforce**

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

### **A.36. Conflict of Interest**

- A.36.1.** Bidder must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another Supplier involved in the development of a Bidder's response to this Solicitation. Any conflict of interest shall, at the sole discretion of the State, be grounds for rejection of the Bid or termination of project involvement.
- A.36.2.** In addition to any requirement of law or through a professional code of ethics or conduct, the Supplier and the Supplier's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Supplier has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.

### **A.37. Limitation of Liability**

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

#### **A.38. Media Ownership (Disk Drive and/or Memory Chip Ownership)**

**A.38.1.** In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.

**A.38.2.** Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Supplier to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Supplier may supply during the downtime (repair) of equipment purchased or leased through this Contract. If a device has to be removed from a location for repairs, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

#### **A.39. Offshore Services**

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

#### **A.40. Failure to Provide**

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

#### **A.41. Agency Policies**

The Supplier's employees and/or sub-contractors must adhere to the applicable State policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Supplier to review and relay State policies covering the above to the consulting staff.

#### **A.42. Compliance with Technology Policies**

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

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

#### **A.43. High Technology System Performance and Upgrades**

**A.43.1.** If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Supplier shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Supplier does not plan such system upgrades or improvements, the Supplier shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.

**A.43.2.** Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Supplier; the Supplier providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Supplier providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

#### **A.44. Emerging Technologies**

The State of Oklahoma reserves the right to modify the terms of this Contract at any time to allow for technologies not identified in this Contract. If there are repeated requests for an "emerging technology" and the State feels it is warranted

to add such technologies, the State reserves the right to include such technology hereunder or to issue an Amendment to this Contract.

#### **A.45. Ownership Rights**

- A.45.1.** Any software developed by the Supplier is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.2.** Except for any Utilities, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.
- A.45.3.** In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the products.
- A.45.4.** Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.
- A.45.5.** If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.
- A.45.6.** It is understood and agreed that the Software is being developed by the Supplier for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Supplier's Utilities, the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- A.45.7.** Except for any Utilities, all work performed by the Supplier of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be owned by and for the benefit of State of Oklahoma.

#### **A.46. Source Code Escrow – Reference Title 62 O.S. § 34.31**

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

- a) A bona fide material default of the obligations of the Supplier under the agreement with the agency;
- b) An assignment by the Supplier for the benefit of its creditors;
- c) A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- e) The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's

property;

- f) The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- g) The ceasing of a Supplier of maintenance and support of the software; or
- h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

#### **A.47. Right to Renegotiate**

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

#### **A.48. Used or New Products**

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

#### **A.49. Publicity**

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

#### **A.50. Mandatory and Non-Mandatory Terms**

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

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

#### **A.51. Non Tobacco – Smoke Free**

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

#### **A.52. OMES - ISD / Agency Relationship**

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES - ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES - ISD to acquire necessary hardware and software, and directs OMES - ISD to authorize the use of these assets by other State agencies. OMES - ISD, as the owner of information technology assets on behalf of the State of Oklahoma, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the Supplier.

#### **A.53. Acceptance of Solicitation Content**

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

**A.54. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

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

- B.1.1.** The initial contract period shall begin on the effective date and shall extend through One (1) Year (the "Initial Term") unless renewed, extended, or terminated in accordance with applicable contract provisions. The Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the Supplier.
- B.1.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year (the "Initial Term"). By mutual consent of the parties hereto, it is intended that there shall be three (3) options to renew, subject to the terms and conditions set forth herein, each for duration of one (1) year.
- B.1.3.** After the Initial Term, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State shall subjectively consider the value of this Contract to the State, the Supplier's performance under the Contract and shall review certain other factors, including but not limited to the a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) then current products pricing and price discounts offered by Supplier; and c) then current products and support offered by Supplier.
- B.1.4.** If the State determines changes to a Contract Document are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Amendment.
- B.1.5.** The State, at its sole option, may choose to exercise an extension for ninety (90) days beyond the final renewal option period, at the Contract pricing rate. If this option is exercised, the State shall notify the Supplier in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent ninety (90) day extensions, by mutual consent and at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- B.1.6.** In the alternative, the State CIO reserves the right to extend any Contract awarded if it is determined to be in the best interest of the State.

### **B.2. Definitions**

- B.2.1.** OMES/SPM – Office of Management and Enterprise Services/Statewide Performance Management, also referred to as "Owner"
- B.2.2.** OMES/CP – Office of Management and Enterprise Services/Central Purchasing Division
- B.2.3.** Evaluation Committee – the team who will participate in the evaluation process. The term is used interchangeably with "selection team" and "evaluation team".
- B.2.4.** Evaluation Team – the team who will participate in the evaluation process. The term is used interchangeably with "selection team" and "evaluation committee".
- B.2.5.** Firm – Individual, company or corporation that supplies the expertise required in this solicitation. This term can be used interchangeably with "consultant", "vendor", "contractor", "respondent" or "offeror".
- B.2.6.** PC- Project Capability which is a criteria of the Selection Phase.
- B.2.7.** RA-Risk Assessment which is a criteria of the Selection Phase.
- B.2.8.** Selection team – the team who will participate in the evaluation process. The terms is used interchangeably with "evaluation committee" and "evaluation team".
- B.2.9.** VA-Value Add which is a criteria of the Selection Phase.

### **B.3. Obligations of Permitted Subcontractor**

- B.3.1.** If the Supplier is permitted to utilize subcontractors in support of this Contract, the Supplier shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Supplier in connection with provision of the products, the Supplier shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such potential subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

- B.3.2.** All payments for products shall be made directly to the Supplier. No payments shall be made to the Supplier for any services performed pursuant to this Contract by unapproved or disapproved employees of the Supplier or a subcontractor.

#### **B.4. Notice of Award**

Notice of award letter resulting from this RFP will be furnished to each successful vendor and shall result in a binding contract without further action by either party. It shall be the successful vendor's responsibility to reproduce and distribute copies if needed. No additions, deletions or changes of any kind shall be made to this contract without prior approval of Central Purchasing.

#### **B.5. Contractor Invoices**

- B.5.1.** The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated on the contract. Invoices shall contain the contract number and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation submitting a proposal shall be the only office authorized to receive orders, invoice and receive payment. If the Vendor wishes to ship or provide service from a point other than the address listed on the face of the RFP, the Vendor will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- B.5.2.** Invoicing shall be made in accordance with instructions by agency or division issuing the purchase order.
- B.5.3.** If you are paid more than 45 days after submitting a proper invoice, you may be entitled to claim an interest penalty. Contact the Office of State Finance for a copy of the regulations.
- B.5.4.** (d) In cases of partial delivery the state agency may make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

#### **B.6. Warrants**

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

#### **B.7. Solicitation for Professional Services**

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

#### **B.8. Authorized Users**

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

#### **B.9. Manufacturer Accessibility VPAT Website**

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

#### **B.10. Commercial Off-The-Shelf (Cots) Software**

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

#### **B.11. Supplier Services**

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

#### **B.12. Civil Rights**

- B.12.1.** Contractor shall at all times comply (and will require any subcontractors to comply) with any applicable statutorily imposed nondiscrimination requirements. Contractor further agrees to comply with applicable terms of the specific following statutes, regulations and executive orders:
- B.12.1.1.** *Omnibus Crime Control and Safe Streets Act of 1968* (OCCSSA), Pub.L. 90-351, June 19, 1968, 82 Stat. 197
- B.12.1.2.** *The Victims of Crime Act of 1984*, Pub.L.98-473, Title II, ch. XIV, Oct. 12, 1984, 98 Stat. 2170
- B.12.1.3.** *The Juvenile Justice and Delinquency Prevention Act of 2002*, Pub.L. 107-273, Div. C, Title II, Subtitle B §§ 12201 to 12223, Nov.2, 116 Stat. 1869

- B.12.1.4.** *The Civil Rights Act of 1964*, Pub.L. 88-352, July 2, 1964, 78 Stat. 241
- B.12.1.5.** *The Rehabilitation Act of 1973*, Pub.L. 93-112, Sept. 26, 1973, 87 Stat. 355
- B.12.1.6.** The Americans with Disabilities Act of 1990, Pub.L. 101-336, July 26, 1990, 104 Stat. 327
- B.12.1.7.** *The Education Amendments of 1972*, Pub.L. 92-318, June 23, 1972, 86 Stat. 235;
- B.12.1.8.** *The Age Discrimination Act of 1975*, Pub.L. 94-135, Title III, Nov. 28, 1975, 89 Stat. 728
- B.12.1.9.** Equal Treatment for Faith-Based Organizations, 28 C.F.R. §§38.1 and 38.2; see Exec. Order No. 13279, amended by Exec. Order no. 13403, equal protection of the laws for faith-based and community organizations.
- B.12.2.** Contractor agrees that in the event a federal or state court or administrative agency makes a finding of discrimination on the basis of race, color, religion, national origin, or sex (after a due process hearing) against Contractor or a Subcontractor, Contractor will forward a copy of the finding to OMES/SPM to be forwarded to the United States Department of Justice.

### **B.13. Duplicate Billing Prohibition**

- B.13.1.** Contractor shall not bill OMES/SPM for services required under the Contract for which the Contractor has already received or will receive compensation for the same services from OMES/SPM or another source. Contractor may seek additional funding from another source to enhance the services for which OMES/SPM is providing compensation.

### **B.14. Monitoring and Financial Compliance Review**

- B.14.1.** OMES/SPM, through any authorized representative, has the authority at reasonable times, to inspect, investigate, or otherwise evaluate the services performed under the Contract and financial transactions related thereto. Such inspections, investigations, or evaluations may be conducted on the premises where the services are being performed. If any inspection, investigation, or evaluation is conducted by OMES/SPM, Contractor shall provide all reasonable assistance necessary. All inspections, investigations, or evaluations shall be performed in such manner as will not unduly interfere with the Contractor's performance of the services. OMES/SPM shall have access to and the authority to examine and copy all records related to the Contract and the services to be provided under it at any time during the period such records are required to be maintained or retained by Contractor. OMES/SPM will not impose an unreasonable administrative burden on Contractor. Contractor shall establish and maintain confidential files or otherwise make such files available at the service delivery site for all program personnel and service recipients.
- B.14.2.** OMES/SPM will complete a performance evaluation at the end of the contract period evaluating the quality and appropriateness of the services provided.

### **B.15. Prior Unmet Contractual Obligations**

- B.15.1.** Under the Contract, OMES/SPM has the authority to suspend payment to Contractor in the event the Contractor has not met its contractual obligations for submission of reports, schedules, audits, or other documentation required by a prior year's contract. Such suspension of payments to the Contractor shall continue until such required documents are received by OMES/SPM.

### **B.16. Severability**

- B.16.1.** If any provision under this agreement or its application to any person or circumstance is held invalid by any court of competent jurisdiction, such invalidity does not affect any other provision of this agreement or its application that can be given effect without the invalid provision or application.

### **B.17. Unallowable Costs**

- B.17.1.** In the event any audit, audit resolution, review, monitoring, or any other oversight results in the determination that Contractor has expended OMES/SPM funds on unallowable costs on this or any previous contract, Contractor shall reimburse OMES/SPM in full for all such costs on demand. OMES/SPM may, at its sole discretion, deduct and withhold such amounts from subsequent payments to be made to the Contractor under this or other contracts.

## **C. SOLICITATION SPECIFICATIONS**

- C.1.** The Tobacco Settlement Endowment Trust (TSET) desires to purchase a system designed to integrate best practices in grant making. A system that will manage grants and grant-related processes, including applications, proposal reviews, contracts, reports, invoices, payments and closures in a comprehensive and effective fashion as well as serve as a contact management system. The agency also seeks to simplify the process of creating reports in response to public inquiries. The

goal is to make best use of personnel time and enhance customer service while totally eliminating the need for submission of paper proposals.

## **D. EVALUATION**

### **D.1. Evaluation Criteria**

**D.1.1.** The State will evaluate responses against the evaluation criteria for the degree to which each proposal meets the criteria as follows:

### **D.2. Description of Evaluation Criteria**

- D.2.1.** RFP Cover Page and Declaration – Respondent will prepare and submit the RFP Cover Page and Checklist (See Attachment A)
- D.2.2.** Proposal Form – Respondent will prepare and submit a Proposal form (see Attachment B)
- D.2.3.** Cost Proposal – Respondent will perform the required services for a firm fixed price for the identified service for the term of the contract. The respondent must identify all potential services for the contract year and a fixed cost for each service identified. (Attachment B)
- D.2.3.1.** For a cost to be acceptable during the contract periods, it must be stated on the attachment.
- D.2.4.** Project Capability (PC) Submittal – Whether the pages are blank or filled must NOT exceed 6 pages (front side of page only) and is comprised of: Level of Expertise (2 pages), a Risk Assessment Plan (2 pages), and a Value added Plan (2 pages). (see Attachment C & D).
- D.2.4.1.** Purpose of PC Submittal
- D.2.4.1.1.** Assist the State in prioritizing Respondents submittals based on their ability to understand and deliver the required services.
- D.2.4.1.2.** Assist the Respondent in planning what they are going to do before they do it.
- D.2.4.1.3.** Provide high performing Respondents the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous best value results.
- D.2.4.2.** PC Submittal Form Requirements
- D.2.4.2.1.** PC submittal must NOT contain any names that can be used to identify who the Respondent is (such as firm names, personnel names, Project names, or product names).
- D.2.4.2.2.** The PC submittal must not include the proposed cost or the proposed duration that the Respondent has identified in the Proposal Form.
- D.2.4.2.3.** A PC proposal template is included in this RFP. This document must be used by all Respondents. Respondents are NOT allowed to re-create, re-format, or modify the template in any manner. Respondents must type their responses on the Word template provided.
- D.2.4.2.4.** The PC Submittal (whether the pages are blank or filled) must NOT exceed 6 pages (front side of page only).
- D.2.4.2.5.** Failure to comply with any of the PC format requirements may result in disqualification.
- D.2.4.2.6.** The PC Submittal shall not contain any marketing information. The Submittal should be used to prove to the State that the Respondent has expertise for the specific project being proposed upon.
- D.2.4.3.** Level of Expertise Plan -Overview
- D.2.4.3.1.** The Level of Expertise Plan is to allow the Respondent to differentiate their capability to meet the requirements of this project with a plan that meets time and cost goals. All cost and schedule impacts associated with project capabilities listed within the Level of Expertise Plan (Attachment E) must be included in your base cost/schedule.
- D.2.4.4.** Risk Assessment Plan – Overview
- D.2.4.4.1.** The Respondent should list and prioritize major risk items on this contract that could cause the Respondent's "vision" or "plan" to deviate or not meet the expectations of the State (i.e. risks that the Respondent does not control). This includes sources, causes or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to the State. Do not include in this submittal any risks caused by a lack of the Respondent's technical competency. The risks should be described in simple and clear terms so that non-industry personnel can understand the risk. The Respondent must also explain how they will mitigate, manage, and/or minimize the risk from occurring. A mitigation / management plan solution with supporting documented performance (references, performance measurements of projects when the risk mitigation was used etc) is required

for a high rating from the selection committee. The backup performance information can include how many times the mitigation plan was previously used, and the impact on performance in terms of customer satisfaction. (See Attachment F)

#### **D.2.4.5. Value Added Section – Overview**

**D.2.4.5.1.** The purpose of the Value Added plan is to provide Respondents with an opportunity to identify any value added options or ideas that may benefit the State at a change in cost or scope. These options or ideas may also be referred to as additional or optional services. Where applicable, the Respondent should identify: 1) what the State may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information and/or best value practices. The Respondent should list the cost and time impact of its options or ideas. All items should be listed in terms of a percentage of the project cost. The ideas identified in the VA Plan must NOT be included in the Respondent's Cost Proposal. The Respondent should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this project, and indicate how the items will increase or decrease cost (note: a Value Added option must impact cost). All cost impacts associated with these Value Added options must NOT be included in your base cost. (See Attachment G)

#### **D.2.5. Interviews**

**D.2.5.1.** The State may shortlist (if necessary) the top rated Respondents. The shortlisted Respondents may be required to participate in an interview period. The State may interview all critical team members, including, but not limited to:

**D.2.5.1.1.** Project Manager/Lead

**D.2.5.1.2.** The State may also request to interview additional personnel.

**D.2.5.2.** The State will interview individuals separately (and may perform a group interview after the individual interviews are completed). No other individuals (from the Respondents) will be allowed to sit in or participate during the individual interviews.

**D.2.5.3.** The State may request additional information prior to interviews.

**D.2.5.4.** All proposed team members must be available in person for interviews on the date specified in this RFP.

**D.2.5.4.1.** At the State's discretion, substitutes, proxies, phone interviews, or electronic interviews may be allowed.

**D.2.5.5.** Individuals who fail to participate in the interview will not be given a score which may jeopardize the Respondent's competitiveness.

#### **D.3. Dominance Check for Cost Reasonableness**

**D.3.1.** After ranking all of the Respondents based on the selection criteria, weights, and ratings, the State will verify if the best prioritized respondent meets the following requirements:

**D.3.1.1.** If the highest ranked Respondent is within the budget and is within (10%) of the next highest ranked Respondent's cost, then the highest ranked respondent moves to the Pre-Award Phase;

**D.3.1.2.** If the highest ranked Respondent is within the budget, but its cost is more than 10% greater than the second highest ranked Respondent's cost, the State reserves the right to invite the second highest ranked Respondent to the Pre-Award Phase;

**D.3.1.3.** If the highest ranked Respondent is over the budget, the State reserves the right to proceed to the highest ranked Respondent within the budget unless the State obtains additional funding;

**D.3.1.4.** If all the Respondents are over-budget, the State may obtain additional funds and apply the rules above, re-scope the Project, or cancel the Project.

**D.3.1.5.** If the best value Respondent's cost is more than 10% below the average Respondent's cost, the State reserves the right to proceed to the next prioritized best value Respondent;

**D.3.1.6.** When the State is considering going to the next best value Respondent, the best value Respondent can stay in the process by having presented dominant performance metrics which justify their selection despite their higher or lower cost.

#### **D.4. Clarification/Pre-Award Phase**

**D.4.1.** The potential best-valued Respondent will be required to perform the Clarification/Pre-Award functions as outlined in Attachment I. The intent of this period is to allow the Respondent to clarify their proposal, address any issues or risks, allow the client to add any concerns, and to prepare a Pre-Award Document.

#### **D.5. Contract Form and Requirements**

**D.5.1.** Form of Contract between the State and the Selected Respondent

**D.5.1.1.** The Contract between the selected Respondent and the Owner will be the Owner's Agreement, which is incorporated into this RFP (the "Contract"). By submitting a Proposal, Respondent acknowledges and agrees that it received, read, understands, and shall be bound by and comply with the Contract.

**D.5.1.2.** The Contract will incorporate by reference this RFP and any Attachments and any RFP modifications agreed to by Owner. The Owner may attach to the Contract as Supplementary Conditions Respondent's Proposal, selected provisions of Respondent's Proposal or modifications to Respondent's Proposal agreed to by Owner and Respondent.

**D.5.2.** Weekly Reporting System

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

**D.5.3.** Contract Evaluation

**D.5.3.1.** Upon completion of each project, the Respondent will be evaluated by the Owner based on their performance on the Project. This includes (but is not limited to): overall quality, ability to manage cost and schedule, high customer satisfaction, and submission of accurate weekly reports. The Owner's evaluation of contractors, subcontractors, and individuals shall be fair, based on facts, and non-abusive.

## **E. INSTRUCTIONS TO SUPPLIER**

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

**E.1.1.** Prospective firms are urged to read this solicitation carefully. Failure to do so will be at the firm's risk. Provisions, terms and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The respondent is cautioned that the requirements of this solicitation can be altered only by written amendment approved by Central Purchasing and that verbal communications from whatever source are of no effect. In no event shall the respondent's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award. Failure to do so will be at the respondent's risk.

### **E.2. Mandatory and Non-Mandatory Terms**

**E.2.1.** 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 respondent's proposal.

**E.2.2.** 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 will not be cause for rejection.

### **E.3. Pre-Proposal/ Process Education Meeting**

**E.3.1.** A meeting will be conducted by OMES/CP to educate prospective firms on this new best value solicitation process. While not mandatory, it is strongly recommended that all firms interested in participating attend this meeting.

**E.3.1.1.** A notice with a required RSVP will be sent to all firms on the OMES/CP vendor registration list as well as posted on the OMES/CP solicitation website.

**E.3.1.2.** A deadline will be established for your response confirming your attendance as stated in Section G.2.1 below.

**E.3.1.3.** Written RFP specification questions will be due to the OMES/CP contracting officer by deadline stated in Section G.2.2 below for the Pre-Proposal / Process Education Meeting.

### **E.4. Post Pre-Proposal Meeting Questions**

**E.4.1.** Written questions concerning the solicitation are due by date and time stated in Section G.2.4 below.

**E.4.2.** Written responses to questions and any amendments (if applicable) shall be published by Monday, October 19, 2015 by close of business.

**E.4.3.** All questions **must be in writing** via email to the contracting officer listed on the cover page of this solicitation.

### **E.5. Preparation of Proposal**

**E.5.1.** It is the responsibility of the vendor to inquire about any requirements of this RFP that is not understood.

**E.5.2.** Information shall be entered on the form provided or a copy thereof.

### **E.6. Submission of Proposal**

- E.6.1.** By submitting a proposal, the firm agrees not to make any claims, 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.
- E.6.2.** If a firm fails to notify OMES/CP of an error, ambiguity, conflict, discrepancy, omission or other error in the solicitation, known to the firm, or an error that reasonably should have been known by the firm, the firm shall submit a proposal at its own risk; and if awarded the contract, the firm shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a firm takes exception to any requirement or specification contained in the solicitation, these exceptions must be clearly and prominently stated in their response.
- E.6.3.** Completeness of proposal(s): It is desirable that the firm respond in a complete, but concise manner. It is the firm's sole responsibility to submit information in the responses as requested by this solicitation. The firm's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the firm's proposal(s).

## **E.7. Submission Deliverables**

- E.7.1.** Two (2) CDs or DVDs containing an electronic copy of the proposal must be clearly marked by the respondent's name, solicitation number and date of solicitation closing. No hard copies are required.
  - E.7.1.1.** All electronic documents must be in one of the following software options:
    - E.7.1.1.1.** Microsoft Office Word or Excel
    - E.7.1.1.2.** Adobe PDF
    - E.7.1.1.3.** Copy of proposal emailed to Contracting Officer is not considered an electronic copy and will not be accepted.
- E.7.2.** Proposal Content
  - E.7.2.1.** Completed "Responding Bidder Information" OMES/CP/Purchasing Form 076.
  - E.7.2.2.** Completed "Certification for Competitive Bid and Contract" OMES/CP/Purchasing Form 004.
  - E.7.2.3.** Evidence of meeting the insurance requirements
  - E.7.2.4.** Acknowledgement of Amendments to the Solicitation (if applicable)
  - E.7.2.5.** Agreements (if any) required by the firm.
    - E.7.2.5.1.** Agreements not submitted with the firm's response will not be considered after Contract Award.
  - E.7.2.6.** Attachment A – RFP Cover Page and Declaration
  - E.7.2.7.** Attachment B – Cost Proposal Form
  - E.7.2.8.** Attachment C – Contract Schedule
  - E.7.2.9.** Attachment D – Project Capability, Risk Assessment, Value Added Submittal Instructions
  - E.7.2.10.** Attachment E – Project Capability Plan
  - E.7.2.11.** Attachment F – Risk Assessment Plan
  - E.7.2.12.** Attachment G – Value Added Plan
  - E.7.2.13.** Attachment H – Not applicable and not included.
  - E.7.2.14.** Attachment I – Weekly Risk Report (WRR) Guide
  - E.7.2.15.** Attachment J – Weekly Risk Report (WRR) Template
  - E.7.2.16.** Attachment K – State Expectations

## **F. CHECKLIST**

None

## **G. OTHER**

### **G.1. Proposed schedule for the solicitation process**

- G.1.1.** All dates proposed are tentative and subject to changed based on availability of agency and vendors

No.	Task	Date
1	RSVP Deadline for Pre-Proposal/Education Meeting	10/12/2015
2	Pre-Proposal Meeting Questions Due	10/12/2015
3	Educational/Pre-Proposal/Education Meeting	10/13/2015
4	Post Meeting Questions Due	10/15/2015
5	Proposals due	11/03/2015
6	Vendor Interviews	11/12/2015
7	Kick-off Meeting (may be held by conference call)	11/20/2015
8	Pre-award/Clarification Period begins. (answer all technical concerns, identify what items were included and not included in scope, receive preliminary approval, put together contract which includes WRR, RMP, performance measures) Review of draft contract by owner's representatives Pre-Award Meeting	11/20/2015
9	Contract Awarded	12/15/2015

## G.2. Explanation of Proposed Schedule (G.1)

### G.2.1. RSVP Deadline for Pre-Proposal/Education Meeting.

**G.2.1.1.** Interested suppliers (whether attending in person or attending by teleconference) are to RSVP no later than Monday, October 12, 2015 by 12:00 noon Central Time. RSVP's are to be emailed to: [Jacob.Charries@omes.ok.gov](mailto:Jacob.Charries@omes.ok.gov) Phone number & web address will be emailed no later than Monday, October 12, 2015 at 3:00pm Central Time to suppliers that have emailed interest.

### G.2.2. Pre-Proposal Meeting Questions

**G.2.2.1.** All questions regarding the Pre-Proposal/Education Meeting are due no later than Monday, October 12, 2015 by 12:00 noon Central Time. These are to be questions about the meeting and/or purchasing process and not the solicitation itself. Those are addressed in G.2.4. Questions are to be emailed to [Jacob.Charries@omes.ok.gov](mailto:Jacob.Charries@omes.ok.gov).

### G.2.3. Pre-Proposal/Education Meeting

**G.2.3.1.** The Pre-Proposal/Education meeting will be held on Tuesday, October 13, 2015 from 1:30 p.m. – 3:30 p.m. Central Time. It will be held at OMES/CP, Will Rogers Building, Room 102-104 in OKC, OK. This meeting will also be available by Teleconference.

### G.2.4. Post Meeting Questions Due

**G.2.4.1.** Questions from the Pre-Proposal/Education meeting are due no later than Thursday, October 15, 2015 by 12:00 noon Central Time. Questions are to be emailed to [Jacob.Charries@omes.ok.gov](mailto:Jacob.Charries@omes.ok.gov). Questions received after this time **will not** be answered.

### G.2.5. Proposals Due

**G.2.5.1.** Proposals are due Tuesday, November 3, 2015 by 3:00 p.m. Central Time. Any proposals received after 3:00 p.m. will be considered late and will be returned to the supplier unopened.

### G.2.6. Vendor Interviews

**G.2.6.1.** Vendor interviews will be held on Thursday, November 12, 2015. The time will be set at a later date. The vendor interviews are preferred to be done in person in OKC but accommodations may be made.

### G.2.7. Kick-Off Meeting

The Kick-Off Meeting will tentatively be held on or after Friday, November 20, 2015. The time will be set at a later date. This meeting will be held in person in OKC preferably but may be done by conference call.

### G.2.8. Pre-Award/Clarification Period

The Pre-Award/Clarification period will tentatively begin the week of Friday, November 20, 2015. This meeting is to be scheduled by the vendor after addressing risks/concerns, milestone schedule, coordinating with all critical entities. This meeting is to be held in person in OKC sometime during this week with coordination to involve all required parties.

**G.2.9.** Contract Award

**G.2.9.1.** Contract award is tentatively scheduled for Tuesday, December 15, 2015.

## **H. PRICE AND COST**

**H.1. Budget**

**H.1.1.** The available budget for initial purchase, licensure and implementation is not to exceed \$150,000.00. This amount is required on the Cost Proposal Form along with the annual fee for future year renewal of services.



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

**Responding Bidder Information**

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

1. **RE: Solicitation #** \_\_\_\_\_

2. **Bidder General Information:**

FEI / SSN: \_\_\_\_\_ VEN ID (if unknown, leave it blank): \_\_\_\_\_

Company Name: \_\_\_\_\_

3. **Bidder Contact Information:**

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Contact Title: \_\_\_\_\_

Phone #: \_\_\_\_\_ FAX#: \_\_\_\_\_

Email: \_\_\_\_\_ Website: \_\_\_\_\_

4. **Oklahoma Sales Tax Permit<sup>1</sup>:**

YES – Permit #: \_\_\_\_\_

NO - Exempt pursuant to Oklahoma Laws or Rules

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

YES – Filing Number: \_\_\_\_\_

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

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

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

YES – include a certificate of insurance with the bid

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

<sup>2</sup> For frequently asked questions concerning Workers' Compensation Insurance, see

[http://www.ok.gov/oid/Consumers/Workers'\\_Compensation/index.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation/index.html)



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

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

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

Solicitation or Purchase Order #: \_\_\_\_\_

Supplier Legal Name: \_\_\_\_\_

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

B. I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring this contract herein.

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

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

\_\_\_\_\_  
Certified This Date

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number



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

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

### Oklahoma EITA Procurement Clause:

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

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

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

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

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

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

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

1. Determine which subsection(s) of the Oklahoma Information Technology Accessibility Standards (IT Standards) apply to your product. Document the product's ability to meet the standards in the applicable areas, such as software, operating system, and so on.
2. For each standard in the applicable area(s), determine if the product meets or supports the standard.
  - o If the product appears to meet or support the standard, then you have the option of providing examples of features that are accessible or of specific accessibility features that exist.
  - o If the product appears to not meet the standard, remember that the OK Information Technology Accessibility Standards allow for alternative products provided that they result in substantially equivalent or greater access. The product can meet the standard as long as the feature performs in the same manner as it does for any other user. This is called "functional equivalency."



- When the VPAT draft is complete, translate the technical language into language that will be understood by a state agency procurement officer. We encourage use of suggested language noted in the section "Suggested Language for Filling out the VPAT".
- Suggested Language for filling out the VPAT**  
Suggested language below has been developed for use when filling out a VPAT. All or some of the language may be used. You are encouraged to use consistent language in VPATs throughout the form.

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

**Remarks & Explanations** (third section on VPAT)

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

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

## Attachment A – RFP Cover Page and Declaration

---

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

<b>Request for Proposal</b>	0920000009
<b>RFP Name</b>	Grant Management System

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

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

- Attachment A**      Complete and staple as cover page in your proposal (no binders)
- Attachment B**      Fill in all required information on Cost Proposal Form
- Attachment C**      Fill in all required information on Contract Schedule
- Attachment D**      Complete and submit the Project Capability Checklist which includes: Level of Expertise, Risk Assessment, and Value Added.
- Attachment E**      Complete and submit Level of Expertise Capability Information. Submit references for each LE claim listed.
- Attachment F**      Complete and submit Risk Assessment Information
- Attachment G**      Complete and submit Value Added Information

# **Attachment B – Cost Proposal and Supplier Information**

---

## **PROJECT COST PROPOSAL**

**Year 1: Project Rate:** \_\_\_\_\_ / **Initial Implementation**

**Year 2: Project Rate:** \_\_\_\_\_ / **Annual Service Renewal**

**Year 3: Project Rate:** \_\_\_\_\_ / **Annual Service Renewal**

**Year 4: Project Rate:** \_\_\_\_\_ / **Annual Service Renewal**

## **CRITICAL INDIVIDUAL COMPONENTS**

Name of Vendor:

\_\_\_\_\_

Name of Critical Individual 1:

\_\_\_\_\_

Name of Critical Individual 2:

\_\_\_\_\_

\_\_\_\_\_

## Attachment C – Contract Schedule

---

### CONTRACT DURATION

Contract Duration: \_\_\_\_\_ (Calendar Days)

Note: The Contract Duration should include the total time from the anticipated authorization to proceed date to substantial completion. This must include time to complete all of the steps of the executive search process.

Contract Duration (Total Time): \_\_\_\_\_ (Calendar Days)

Respondent must also attach a draft project MILESTONE schedule that starts from the anticipated authorization to proceed date to completion of service.

## Attachment D

### Level of Expertise, Risk Assessment, and Value Added Submittal Checklist and Format

---

The Respondent must complete and submit this checklist along with the Level of Expertise (LE), Risk Assessment (RA), and Value Added (VA) Submittal. This Checklist is not counted in the 6-page LE, RA, VA submittal limit. Failing to answer, or answering “No” to any of the questions below may result in disqualification.

Level of Expertise is 2 pages each

Risk Assessment is 2 pages each

Value Added is 2 pages each

1. Is your LE, RA, VA Submittal 6 pages or less?  Yes  No
2. Do you understand that your LE, RA, VA Submittal can NOT contain any names, past projects, or information that may be used to identify who your firm is?  Yes  No
3. Do you understand that you have to use the LE, RA, VA Submittal templates provided in this RFP and that you are NOT allowed to re-create the Submittal Templates (cannot alter font size, add colors, add pictures, etc) or handwrite your responses?  Yes  No
4. Do you understand that the contents of LE, RA, VA Submittal will become part of the Contract?  Yes  No
5. Do you understand that your Proposal may be disqualified if you fail to meet any of the above requirements?  Yes  No

## Attachment E Level of Expertise Plan

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

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

<b>Level of Expertise Plan:</b>	<i>We have a significant amount of experience in social media projects and consistently deliver high performance</i>
---------------------------------	--

<b>Documented Performance:</b>	<i>We have completed 45 social media projects in the past two years with a 0.5% cost deviation and 2% schedule deviation. Overall customer satisfaction rating of 9.5 out of 10 for these 45 projects.</i>
--------------------------------	--

**Level of Expertise #1 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #2 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #3 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #4 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #5 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #6 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #7 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

**Level of Expertise #8 Claim:** \_\_\_\_\_

**Documented Performance:** \_\_\_\_\_

# Attachment F

## Risk Assessment Plan

---

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

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

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

---

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

---

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

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

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

---

**Risk Description #1:**

---

**Risk Impact / Why is this a Risk?**

---

**Solution:**

---

**Documented Performance:**

---

**Risk Description #2:**

---

**Risk Impact / Why is this a Risk?**

---

**Solution:**

---

**Documented Performance:**

---

**Risk Description #3:**

---

**Risk Impact / Why is this a Risk?**

---

**Solution:**

---

**Documented Performance:**

---



# Attachment H

## Clarification / Pre-Award Phase Guide

---

### 1. Overview

- a. The clarification/Pre-Award Period is not a negotiation period. Respondent will not be permitted to modify their cost/fee/financial rate, project durations, or project team unless the State requests changes. The Clarification/Pre-Award Period is started by the notification of the best value vendor, and ended by the final presentation to the State after all issues have been addressed. If the State is not satisfied during the Clarification/Pre-Award Phase, or upon completion of the Pre-Award Meeting, the State may consider another Respondent for potential award (this Respondent would also have to conduct a Pre-Award Meeting). If the State is satisfied with the potential best-value Respondent, they will proceed to issue and Award and Contract.
- b. The Pre-Award Phase is carried out prior to the signing of the contract. The State's objective is to have the project/service completed on time, without any contractor cost increases, and with high customer satisfaction. At the end of the project, the State will evaluate the performance of the Respondent based on these factors, so it is very important that the Respondent preplans the project to ensure there are no surprises.
- c. It is the Respondent's responsibility to ensure it understands the scope of the project and clearly identify what they are delivering. It is the State's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed. It is the Respondent's responsibility to manage and mitigate the risk of the project.
- d. The Pre-Award Phase provides the Respondent with a final opportunity to identify "what is in" and "what is out" of their proposal. This is attached with a milestone schedule and a cost, and proposed schedule of values. The State has the right to accept or deny this proposal. The State also has a right identify their perceived risks, concerns, and issues which it will require the Respondent to mitigate and manage. The major products of the Pre-Award Period include the scope of the project, the milestone schedule, the Risk Management Plan (RMP), the cost breakout of the project, and the weekly risk report (WRR). The pre-planning should include all coordination and identification of all risks that cannot be controlled by the Respondent.
- e. In many cases, one of the Respondent's biggest risks (in terms of delivering the service with high satisfaction) is the State. Therefore, it is in the Respondent's best interest to identify any issues or concerns ahead of time during the pre-award phase. The Respondent should minimize their risk by creating documentation that assists them to be proactive in mitigating risk.

### 2. Pre-Planning and Coordination

- a. Respondents may be required to provide the State with supporting documentation of any information listed in their submittals before entering the Pre-Award Phase.

# Attachment H

## Clarification / Pre-Award Phase Guide

---

- b. Once the best value Respondent is notified, the State may provide a list of risks identified by the other Respondents and a list of any State issues or concerns.
- c. The State requires that the Respondent attend a Kick-Off Meeting to present their proposal, the milestone schedule, their risk management plan (RMP), and to seek additional issues or concerns that the State may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The Respondent is required to perform the following functions as part of, or in preparation for, this Kick-Off Meeting:
  - i. Ensure that the State Project Manager has invited all State stakeholders and participants to the meeting.
  - ii. Present the scope of their services (“what is in” and “what is out”).
  - iii. Present their milestone schedule and their risk management plan (RMP). This includes risks and potential mitigation to the risks.
  - iv. Identify State responsibilities.
  - v. Present their Weekly Risk Report (WRR) format.
  - vi. Identify any risks presented by State.
  - vii. Listen to concerns, issues, and comments from stakeholders.
  - viii. Propose a schedule to finalize Pre-Award Period and the contract documents.
- d. Once the Pre-Award Kick-Off meeting is held, and if the State is comfortable with the Respondent’s proposal, the Pre-Award Phase begins. The Respondent will be required to complete the following:
  - i. Revisit the site/buildings/campus to do any additional investigating (if applicable).
  - ii. Coordinate with all parties that will be involved with the project.
  - iii. Resolve concerns and issues they have with mitigating actions.
  - iv. Finalize the Pre-Award Documents (contract, WRR, Milestone schedule, RMP, project scope)

### 3. Pre-Award Documents

The final Pre-Award Document will include the following:

- a. Finalized scope documents
- b. Risk Management Plan (RMP)
- c. Milestone schedule
- d. Weekly Risk Report form (WRR)
- e. Project financial summary
  - i. The Respondents Original Project Rates
  - ii. A list of agreed/accepted Value Added Options (with impact to cost)

## **Attachment H**

### **Clarification / Pre-Award Phase Guide**

---

- iii. A list of agreed upon Scope Changes or Additional Work (if applicable and with impact to cost)
- iv. A schedule of values
- f. Complete detailed project or services schedule
- g. Project action item checklist of State actions
- h. Project and emergency contact list

#### **4. Pre-Award Meeting**

- a. The Pre-Award Summary Meeting is held at the end of the pre-award phase and is used to present a summary of what was developed and agreed upon during the pre-award phase. The pre-award meeting is not a question and answer session. The Respondent and State stakeholders must not wait for the meeting to ask questions. All coordination and planning with the State should be done prior to the meeting.
- b. The Respondent should give a presentation, which walks the State through the entire project and summarizes all of the coordination/planning done during the pre-award period. The Respondent should bring their team and all the documents specified in the Pre-Award Document. The Respondent should come with documents explaining what the State is responsible for in this project and should identify exactly what they want from the State with due dates. The Respondent must convince the State that they have minimized all risks and will not be surprised once the project begins. The pre-award meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents stated the Pre-Award Document.

# **Attachment I**

## **Weekly Risk Report (WRR)**

---

### **Overview**

The Weekly Risk Reporting System (WRRS) is a companion to the QC Plan that is created by the best value Respondent during the Pre-Award Phase. The report serves as a tool for the Owner in analyzing the performance of each Project based on risk. The WRRS does not substitute or eliminate weekly progress reports or any other traditional reporting system (that the Respondent may do).

The purpose of the WRRS is to allow the Respondent to manage and document all risks that occur throughout a Project. Risk is defined as anything that impacts the Project cost or Project schedule. This includes risks that are caused by the contractor (or entities contracted by the contractor), and risks that are caused by the Owner (scope changes, unforeseen conditions, etc). The Owner Project Manager may also require the Respondent to document risks that may impact Owner satisfaction.

### **Submission**

The weekly report is an excel file that must be submitted on the Friday of every week. The report is due every week once the authorization to proceed is issued, until the Project is 100% complete (and final payment is made). Please contact the State Project Manager if you have not received an electronic version of the spreadsheet (once the authorization to proceed has been issued).

The completed report must be saved using the date and name of the Project given by the State (Format: YYMMDD\_Project Name\_Project ID; For example, 'Polk Project' for the week ending Friday, March 1, 2005, should be labeled '050301\_PolkProject\_01-123-45-6789'). Weekly Reports are to be emailed (by midnight each Friday). Awarded supplier will be notified after award of the contact person to email these reports to.

## **Online Guide and Tutorial**

A short video tutorial is also available online which provides information on the reporting system. Respondents are required to watch this video prior to completing/submitting the weekly reports.

The weekly report consists of scope changes or unforeseen events that are risks to the Project in terms of cost, schedule, or State satisfaction including any issues that could potentially develop into a risk. When a new issue is identified, it is added to the Project risks, along with the following: Identification date (date the risk was identified), plan to minimize the risk, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

Prior to submitting the report, the Respondent must contact the State Project Manager if there are any risks or potential risks identified. The Project Manager is required to provide a satisfaction rating based on the identified risk and the Respondents plan to mitigate the risk. The rating is based on a scale of 1-10 (10 being completely satisfied and 1 being completely dissatisfied). The Project Manager may modify their satisfaction ratings at any time throughout the Project. When a risk is resolved, the actual date of resolution must be listed.

The Respondent is also required to submit a detailed Project schedule (including the authorization to proceed date, substantial completion date, and final payment date) in the weekly report. The schedule report must contain the Respondents original schedule along with the current estimated schedule.

The State will analyze the reports for accuracy and timeliness. The report will be used in part by the Owner to determine the overall final performance rating of the Respondent (and its team).

## **Attachment K**

### **State Expectations**

---

While the Office of Management and Enterprise Services does not write any of the detailed specifications or scope of work (and the below should not be considered as such) there are certain expectations and preferences to which the State of Oklahoma lists below to make vendors aware of the type and caliber of services this solicitation is attempting to obtain.

#### **Expectations:**

- a) System Query and Reporting - System has the capacity to search or filter to find a particular set of grants based on various statuses and programs. System should also provide a set of standard reports and the ability to customize those reports through simple configuration (without the assistance of the vendor). The system should be flexible enough to allow for reporting from only a few data fields or numerous data fields, in addition to allowing for the ability to create ad hoc reports.
- b) Workflow Functionality- System has the capacity to manage agency workflows that change periodically and are different from one grant category to the next. System has the capacity to assign grants or tasks to both internal and external users. Examples may include but are not necessarily limited to the following: grants managers, program officers, program directors, executive director, board members, external reviewers, external evaluators, program consultants etc...
- c) System and Data Security/Data Access Functionality- System has the capacity to apply the use of a set of policies and procedures for systematically managing an organization's sensitive data. System should allow access to the data at will, extract data from the system and fully export all grant data and all attached files on request. System should include the ability to set different levels of access for individuals or group permissions.
- d) Internal Tracking Functionality -System has the capacity to store required information for all grants that can be easily retrieved (for example, name, sponsor, and contact) and track the project's status as it moves through the organization's processes. Stored and tracked information should be accessible as dashboard displays.
- e) Online Applications and Form Design-System has the capacity to support a streamlined process of accepting grant proposals online and allow for the addition of external links to access information outside the system. Once application forms are developed, they should be accessible for use in building applications for other grant categories through a process of simple configuration (without the assistance of the vendor). System should match the look and feel of the agency, to include logos and colors unique to agency brands etc...
- f) Flexibility/Functionality- System has the capacity to collect information from prospective and current grantees in online data fields such as text boxes, drop-down boxes, and checkboxes and allow applicants and grantees to upload files.

- g) Application Review -System has the capacity to manage the process of both internal and external application review up to the point of awarding and contracting.
- h) 501 c 3 and Status Functionality-System has the capacity to interface with GuideStar and/or the Internal Revenue Service websites for the purpose of checking the status of 501 (c) (3) organizations and retrieving information for inclusion in the system.
- i) Letter and Board Dockets -System has the capacity to create board dockets and facilitate a board review process for all proposals under consideration. System should allow users to create mail merge documents.
- j. Email Functionality-System has the capacity to allow users to store addresses and send email to multiple contacts at once. System should also allow for the creation of notifications (due date reminders and/or auto triggered notifications) by status.
- k) Contact Management - System has the capacity to capture the names, addresses, position titles, roles, phone numbers, email addresses, affiliations, internal and external contacts and notes of all contacts. This includes contacts for grantees and those organizations to which grants are not awarded, i.e. newsletter recipients, non-grantee partners etc...)
- l) Grant Requirements and Functionality-System has the capacity to track application deadlines, reporting and invoicing due dates. System should also date and time stamp submission of all required reports and invoices and denote requirements as upcoming, completed or approved.
- m) Financial Management-System has the capacity to provide budgeting and reporting functionality that will track award amounts, expenditures against the award and total award remaining.
- o) Overall Fiscal Functionality-System has the capacity to allocate funds for payment of grant awards by program category or code. System should allow users to submit requests for payment of invoices which requires interface with PeopleSoft.