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

Solicitation

1. Solicitation#:2900000093 **2. Solicitation Issue Date: Aug. 28, 2014**

3. Brief Description of Requirement:

Oklahoma Office of Management and Enterprise Services on behalf of the Oklahoma Employment Security Commission intends to procure and implement a technology-based workflow and imaging system with case management components.

4. Response Due Date: Oct. 2, 2014 **Time: 3 p.m. CDT**

5. Issued By and Return Sealed Bid To:

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

6. Contracting Officer:
Name: Robert Goad
Phone: (405) 522-5103
Email: robert.goad@omes.ok.ogv

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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, 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 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

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. GLOSSARY OF TERMS

B.1.1. Contractor – A contractor, vendor, supplier, offeror, or bidder.

B.1.2. Whenever the terms “shall”, “must”, “will”, or “is required” are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror’s Proposal.

B.1.3. 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.

B.2. CONTRACT TERM, RENEWAL AND EXTENSION OPTION

B.2.1. The initial contract shall be for the purchase of the proposed software solution, project meetings and conference calls, installation, configuration, technical interface documentation for the Oklahoma Employment Securtiy Commission (OESC), technical assistance, testing, piloting, implementation, maintenance, support and ongoing consultation related to the implemented system (s).

B.2.2. Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there shall be four (4) options to renew, maintenance and support each for duration of one (1) year.

B.2.3. After the initial term of one year, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State will review the terms and conditions to determine validity with current state statues and rules. If required prior to renewal, the State will work with the contractor to incorporate any required changes to this agreement.

B.2.4. The State, at its sole option, may choose to exercise an extension for 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent 90 day extensions, by mutual consent and at the contract compensation rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to new contractor.

B.2.5. Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

B.2.6. Term Extensions – The State CIO reserves the right to extend any contract awarded if it is determined to be in the best interest of the State.

B.3. CONTRACTORS AND SUB-CONTRACTORS OBLIGATIONS

B.3.1. The contractor may use sub-contractors in support of this contract; however, the contractor shall remain solely responsible for the performance of this contract.

B.3.2. All payments for products or services shall be made directly to the contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this contract.

B.3.3. All contractor and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments shall be made to the contractor for services performed pursuant to this contract by unapproved employees of a sub-contractor.

B.3.4. Contractor's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to contractor’s employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.4. INDEMNITY

B.4.1. Contractor agrees to indemnify the Oklahoma Employment Security Commission (OESC) in respect to all damages, liabilities, expenses, claims, actions, fines, sanctions, disallowances, penalties, judgments, and costs,

including attorney fees arising from negligence, acts or omissions of Contractor, Contractor's agents, Subcontractors, and assigns, in connection with performance of this Contract. Without waiving any defense or immunity, and subject to the Oklahoma Governmental Tort Claims Act, OESC agrees to bear all expenses, fines, judgments, and costs, which may arise from any acts or omission of its officials or employees in connection with this Contract.

B.5. PRICING, COMPENSATION, AND BILLING

B.5.1. All Payments against this Contract, including but not limited to hourly rates, shall be firm-fixed at the quoted price and OESC shall not pay, nor be liable for, any other additional costs, including but not limited to taxes, attorney fees, liquidated damages, and travel.

B.5.2. OESC shall not make any advance payments or advance deposits.

B.5.3. The State of Oklahoma is not liable for any cost incurred by Contractor in the preparation or submission of Proposals. All Proposals submitted become the property of the State of Oklahoma and will not be returned.

B.5.4. Bids shall remain firm for a minimum of 180 calendar days from the Solicitation closing date.

B.5.5. OESC shall retain a Holdback of ten percent [10%] of the Total Contracted Price for each Invoiced Document Deliverable, Hardware Deliverable, and Software Deliverable. OESC will pay Contractor the Holdback in accordance with the terms of this Contract as follows: Each Deliverable will be associated with a programming module (Examples: Intake, Eligibility, Screening); each module will have one or more associated Deliverables. At the successful completion of user acceptance of each module, OESC will pay Contractor half of the Holdback. At the successful completion of the statewide rollout of each module, OESC will pay Contractor the remaining Holdback.

B.5.6. OESC shall retain a Holdback of ten percent [10%] of the Total Purchase Price for all Invoiced Time and Materials. OESC shall pay Contractor in accordance with the terms of this Contract as follows: ten percent [10%] at the successful completion and acceptance of all deliverables identified in the Statement of Work.

B.6. FUNDING

B.6.1. If funding to make payments in accordance with the provisions of this Contract, is delayed or is reduced from the federal government and/or the State for the Contract or is not allocated or allotted in full to OESC by the federal government and/or the State for this Contract for periodic payment in the current or any future fiscal period, then the obligations of OESC to make payments shall be delayed or be reduced accordingly or OESC shall have the right to terminate the Contract as provided herein. If such funding is reduced, OESC at its sole discretion shall determine which aspects, if any, of the Contract shall proceed with Contractor's charges for such services and Purchase Prices for associated Deliverables determined in accordance with those in the Response. In these situations, OESC will provide reasonable notice and pay Contractor for Services and Deliverables and certain of its costs in accordance with the terms herein. Any obligation to pay by OESC will not extend beyond the end of OESC's then current funding period, except as otherwise provided herein.

B.6.2. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, OESC in the event that the necessary funding to pay under the terms of this Contract is not available, not allocated, not allotted, delayed or reduced.

B.7. OWNERSHIP

B.7.1. OESC shall have all ownership rights in software or modifications thereof and associated documentation designed, developed, or installed with federal financial participation pursuant to 45 CFR Part 95 subpart F.

B.7.2. It is understood and agreed that any software is being developed by Contractor for the sole and exclusive use of OESC. Except with regard to any Contractor Technology, OESC shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright, patent, trade secret, and other proprietary rights relating to the Deliverables.

B.7.3. All software developed by Contractor, any supporting documentation therefore and Deliverables shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and shall be owned by and for the benefit of the State of Oklahoma. In accordance with 62 O.S. § 41.5u, State Agency Acquisition of Customized Computer Software, "No state agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statues (O.S), nor the Purchasing Division of the Department of Central Services (DCS), or the Office of Management and Enterprise Services (OMES) unless otherwise provided by federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the state, unless the vendor agrees to provide to the agency or the state the source code for the software and/or modifications."

B.7.4. All right, title and interest in and to all source data, information, and materials furnished to OESC, together with all Deliverables, plans, system analysis and design specifications and drawings, completed software, 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 but not limited to any copyright, shall become the property of OESC. Such ownership does not extend to Contractor technology. This Section shall not be construed to alter or diminish ownership rights provided under federal or State law or regulations.

B.7.5. If it is determined that any of such software, supporting documentation or Deliverable does not qualify as "Work Made for Hire," Contractor shall and hereby does assign to OESC for no additional consideration, all right, title, and interest that it may possess in such software, documentation, and Deliverable, including, but not limited to, all copyright, patent, trade secret, and other proprietary rights relating thereto. Upon request, Contractor shall take such steps as are necessary to enable OESC to record such assignment at Contractor's own cost and expense.

B.7.6. Contractor shall sign, upon request, any documents needed to confirm that the software or any portion thereof is "Work Made for Hire," and to effectuate the assignment of its rights to OESC.

B.7.7. Contractor shall assist OESC and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software. Contractor shall sign any such applications, upon request, and deliver them to OESC. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

B.8. LICENSES TO SOFTWARE AND DOCUMENTATION

Application Software and Documentation Licenses.

B.8.1. Grants. Contractor hereby grants to OESC a nonexclusive, perpetual, non-terminable, irrevocable license to use, demonstrate, modify, prepare derivative works based on, and reproduce the Contractor Technology, the Transfer Software, and Third-Party Software, which Contractor provides to OESC in Source Code format, for OESC's internal purposes and for Processing data for other State agencies and other State tax supported entities. Contractor hereby grants to OESC a nonexclusive, perpetual, license to use, demonstrate, modify, prepare derivative works based on, and reproduce the Third-Party Software, which Contractor provides to OESC in Executable Code format, for OESC's internal purposes and for processing data for other State agencies and other State tax supported entities.

B.8.2. Term. The licenses hereunder are granted as of the date of delivery of the Transfer Software, Contractor Technology, and Third-Party Software and continue until OESC returns the Contractor Technology, Transfer Software and Third-Party Software and copies thereof to Contractor or erases such Software from its Equipment's storage media. However, OESC shall have the right to retain a copy of any such Software for archival purposes.

B.8.3. Title. Contractor and its suppliers hold all right, title and interest in the Contractor Technology, Transfer Software and Third-Party Software.

B.8.4. Documentation. Contractor shall provide two sets of all documentation provided in electronic format compatible with Microsoft then generally available Office products and written format in accordance with the terms of this Contract. Upgrades and revisions to this documentation shall be provided while Contractor is providing Services therefore. There shall be no additional charge for the documentation or updates thereto, in whatever form provided. Contractor's documentation shall be comprehensive, well structured, and indexed for easy reference. Contractor may also provide such information on CD ROM. Contractor grants OESC a nonexclusive, perpetual, non-terminable, irrevocable right to use, make derivative works based upon, modify, and reproduce the documentation furnished pursuant to this Section at no additional charge.

B.8.5. Copies. OESC shall reproduce and include the copyright and other proprietary notices and product identifications provided by Contractor on such copies, in whole or in part, or on any form of the Application Software and its Documentation. OESC shall maintain records of all copies it makes of the Proprietary Software.

B.8.6. Restrictions. Except as otherwise permitted in this Contract, OESC agrees not to: otherwise copy, display, transfer, adapt, modify, reverse engineer, decompile, disassemble, or distribute to any Third-Party or lease the Third-Party Software or any copy of it which is provided in Executable Code format.

B.8.7. Replacement Equipment. OESC shall be entitled to exercise its rights to Application Software on the Equipment or any replacement equipment used by OESC, and with any replacement Third-Party Software chosen by OESC without payment of additional Charges, Purchase Prices or other amounts.

B.8.8. Third-Party Software Licenses. Prior to utilizing any Third-Party Software product that may be included as part of a Software Deliverable to OESC and that will require OESC to execute a license agreement from the licensor, Contractor shall provide to OESC copies of any applicable license agreement from the licensor of the Third-Party Software to allow OESC to pre-approve such license agreement. Contractor shall assign to OESC applicable licenses for the Third-Party Software upon Acceptance of the System.

B.8.9. Versions. Unless otherwise mutually agreed to in writing, Contractor shall, during the Project, maintain any and all Third-Party Software products at the version agreed to by the Contractor and OESC, provided that such Third-Party Software version upgrades can be installed and maintained with the Staff proposed in the Response for the Maintenance Services. However, Contractor shall not maintain any Third-Party Software versions, including one

version back, if any such version would prevent OESC from using any functions, in whole or in part, or would cause Deficiencies in the System. If implementation of an upgrade to a Third-Party Software product requires personnel in addition to the Staff proposed in the Response for the Maintenance Services, OESC and Contractor shall discuss whether to implement such an upgrade and, if mutually agreed upon in writing, the additional Charges, if any, to be paid by OESC for such upgrade. Any additional costs that are charged by a Third-Party Software manufacturer for an upgrade to a Third-Party Software product that is not covered by such product's maintenance agreement shall be addressed by the change order process described herein.

B.8.10. State and Federal Governments. In accordance with 45 CFR 95.617 and 45 CFR 92.34, all appropriate State and federal agencies, including but not limited to Food and Nutrition Service (FNS) and Department of Health and Human Services (HHS), shall have a royalty free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for federal government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal financial participation under 45 CFR subpart F; (ii) the Custom Software and modifications of the Custom Software, and associated Documentation designed, developed, or installed with Federal Financial Participation under the Contract; (iii) the copyright in any work developed under this Contract; and (iv) any rights of copyright to which Contractor purchases ownership under this Contract.

B.9. ACCOUNTING REQUIREMENTS

Contractor shall establish and maintain an accounting system with procedures and practices in accordance with generally accepted accounting principles. The accounting system shall maintain records pertaining to the Services and all other costs and expenditures made under this Contract, and the costs properly applicable to the Contract shall be readily ascertainable therefrom.

B.10. SUPPLEMENTAL CONTRACTS

OESC may undertake or award supplemental contracts for work related to this Contract, or any portion thereof. Contractor shall cooperate with such other contractors and OESC in all such cases. Contractor shall ensure that all Subcontractors shall abide by this provision. It is understood and agreed by the parties hereto that Contractor shall not be responsible for the acts or failures to act of any such other contractors or for any delays that may be caused by any such other contractors, except that Contractor shall be responsible for delays of, or acts or failures to act of, such other contractors to the extent such delays, or acts or failures to act are caused by or due to the fault of Contractor.

B.11. SERVICES AND RESOURCES

B.11.1. Performance. Contractor shall be prepared to begin performance of services described herein upon effective date of the Purchase Order issued. .

B.11.2. Necessary Resources. OESC shall provide Property and other resources and personnel as described in the RFP. Contractor shall provide, as part of the Project budget, the personnel and all other materials and resources necessary for the performance of the Services.

B.11.3. Ownership. Title to all Property furnished by OESC shall remain in OESC. Title to all Property purchased by Contractor, for which Contractor has been reimbursed by OESC under this Contract, shall pass to and vest in OESC upon the earlier of Acceptance of the applicable Deliverable in which the Property is included, or Acceptance of the System, unless otherwise provided in the Contract. Any Property, including tangible materials directly or specifically purchased with funds provided through this Contract and previously approved for said purchase by OESC, shall remain/become the property of the State of Oklahoma and shall be held, maintained, and insured by Contractor for the benefit of OESC. Upon termination or cancellation of the Contract or at OESC's request any time, for any reason, OESC may demand the delivery or return of such Property at Contractor's sole cost and expense. Contractor shall request OESC written approval prior to relocation or alteration of such Property at least 60 calendar days in advance.

B.11.4. Use of Property. Any Property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by OESC, be used only for the performance of its obligations under and subject to the terms of this Contract.

B.11.5. Damage to Property at OESC Site. Contractor shall protect and be responsible for any loss, destruction, or damage to Property that results from or is caused by Contractor's willful misconduct or negligent acts or omissions or from the failure on the part of Contractor to maintain and administer that Property in accordance with sound management practices. Notwithstanding anything to the contrary herein, Contractor shall be liable to OESC for any damages resulting from damage to Property, which damages result from or are caused by Contractor's willful misconduct or negligence. Contractor shall ensure that the Property is returned to OESC in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall repair or make good any such damage, destruction or loss at any OESC Site, and shall do so without requesting contribution from OESC or assistance from OESC officers or employees.

B.11.6. Damage to Property at Contractor Site. Contractor shall protect and be liable for any loss, destruction, or damage to OESC property located at Contractor site. Contractor shall ensure that the Property is returned to OESC in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall repair or make good any such damage, destruction or loss at any Contractor Site, and shall do so without requesting contribution from OESC or assistance from OESC officers or employees.

B.11.7. Notice of Damage. Upon the loss of, destruction of, or damage to any of the Property, Contractor shall notify OESC and shall take all reasonable steps to protect that Property from further damage.

B.11.8. Surrender of Property. Contractor shall surrender to OESC all Property upon the earliest of completion, termination, or cancellation of this Contract.

B.11.9. OESC Property and Facility. OESC shall provide Contractor access to and use of the OESC Equipment for development, testing and implementation of the System and other Property as described herein. Contractor's use of the OESC Equipment shall be subject to OESC's security, administrative and other requirements.

B.12. CHANGES

B.12.1. Issuance of Change Requests. OESC may, at any time by a written Change Request, request changes within the scope of the Contract.

B.12.2. Contractor Response to Change Request. Contractor shall respond in writing to a Change Request within 15 calendar days of issuance or as otherwise agreed upon, advising OESC of any cost and schedule impacts. When there is a cost impact, such as increase or decrease in Charges or Purchase Prices, Contractor shall advise OESC in writing of the increase or decrease involved, including a breakdown of the number of Staff hours by level of Contractor and OESC personnel needed to effect this change.

B.12.3. Agreement on Change Order. Contractor and OESC shall negotiate in good faith the price and impact on the project of any Change Order. If the parties reach an agreement on a proposed Change Order a modification and Change Order will be executed by authorized representatives of the parties and will be finalized, upon approval by OMES. Contractor will incorporate all Change Orders affecting the Services and Deliverables into applicable System Documentation. In no event shall the awarded amount be increased to correct errors or omissions in the Response.

B.12.4. Disagreement. If federal or state laws, rules, regulations, policies or guidelines are adopted, promulgated, judicially interpreted or changed, the effect of which is to alter the ability of either party to fulfill its obligations under this Contract, the parties shall promptly negotiate in good faith appropriate modifications or alterations to the Contract and any appropriate Change Orders. If OESC submits to Contractor a Change Request to comply with such laws, rules, regulations, policies or guidelines and if the parties are unable to reach an agreement in writing within 15 business days of Contractor's response to such a Change Request, OESC may make a determination of the revised price and Schedule, and Contractor shall proceed with the work according to such price and Schedule which shall be included in the resulting Change Order, subject to Contractor's right to appeal OESC's determination of the price and/or Schedule to the dispute resolution process herein. Nothing herein shall in any manner excuse Contractor from proceeding diligently with the Contract as changed by the Change Order.

B.13. DISPUTE RESOLUTION

B.13.1. Good Faith Efforts. Except for the right of either party to apply to a court of competent jurisdiction for a temporary restraining order or other provisional remedy to preserve the status quo or prevent irreparable harm, the parties agree to attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Contract, including but not limited to payment disputes, through negotiations between senior management of the parties. If the dispute cannot be resolved within 30 business days of initiating such negotiations, either party may pursue its available legal and equitable remedies.

B.13.2. Continued Performance. Contractor and OESC agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

B.14. WARRANTIES

B.14.1. Services - Contractor represents and warrants that:

a. Contractor shall perform all Services required pursuant to this Contract in a professional manner in accordance with the Solicitation Specifications, with high quality and in accordance with industry best practices.
b. Time is of the essence of each and all provisions of this Agreement, provided Contractor has been given a reasonable period of time, as determined by OESC, to cure any alleged breach of this provision.
c. Contractor shall immediately and at no cost to OESC repair and replace any Services that are not in compliance with such representations and warranties.

B.14.2. Deliverables.

Contractor represents and warrants that each Deliverable, including without limitation the System, shall conform to and perform in accordance with its Specifications as provided herein following its Acceptance and during the applicable Warranty Period. Contractor further warrants and represents that products or Deliverables specified and furnished by or through Contractor under the Specifications shall individually, and where specified by Contractor to perform as a System, be uninterrupted as defined herein and guaranteed against faulty material and workmanship for the applicable Warranty Periods. Contractor shall promptly and at no cost or expense to OESC repair or replace each of the Deliverables that is in breach of any representation or warranty in this Section.

B.14.3. Title and Intellectual Property.

a. Contractor represents and warrants that it has full ownership of the Deliverables, clear title free of all liens, and/or that Contractor has obtained on behalf of OESC perpetual license rights set forth herein to exercise the grant of rights to the Software and other Deliverables for the purposes stated in the Solicitation Specifications. Contractor shall furnish appropriate written documentation establishing the above rights and interests as a condition of payment. OESC's request or failure to request such documentation shall not relieve Contractor of liability under this representation and warranty.

b. Contractor without exception shall indemnify and hold harmless OESC and the State of Oklahoma and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the Contract. If Contractor uses any design, device, or materials covered by letters patent, or copyright, it is mutually agreed and understood without exception that the prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

c. Contractor shall, at its expense, assist in the defense of indemnify, and hold harmless OESC and its employees, officers, directors, contractors and agents from and against any Third-Party claim or action against OESC which is based on a claim that any Deliverable or any part thereof under this Contract infringes a patent, copyright, utility model, industrial design, mask work, trademark, or other proprietary right or misappropriates a trade secret, and Contractor shall pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claim.

d. In case the Deliverables, or any one or part thereof, are in such action held to constitute an infringement or misappropriation, or the exercise of OESC's rights thereto is enjoined or restricted, Contractor shall, at its own expense and in the following order of priorities: (i) procure for OESC the right to continue using the Deliverables; (ii) modify the Deliverables to comply with the specifications and to not violate any intellectual property rights; or (iii) retrieve any or all Deliverables upon receipt of notice from OESC and refund the paid amount of each such Deliverable, as applicable.

B.14.4. Date/Time Compliance Warranty.

a. Contractor warrants that the System and all data related output or results produced by the System: (i) does not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by OESC that may deliver date records from the Software, or interact with date records of the Software.
b. In the event of a breach of these representations and warranties, Contractor shall immediately begin work after telephonic notice by OESC on curing such breaches. If such problem remains unresolved after three calendar days, at OESC's discretion, Contractor shall send, at Contractor's sole expense, at least one qualified and knowledgeable representative to OESC's Site where the System is located. This representative will continue to address and work to remedy the deficiency, failure, malfunction, defect, or problem at the Site.
c. No Surreptitious Code. Contractor warrants to OESC that the Software and Contractor Technology provided to OESC under this Contract shall not contain any Unauthorized Code. Contractor further warrants that Contractor shall not introduce, via modem or otherwise, any code or mechanism that electronically notifies Contractor of any fact or event, or any key, node, lock, time out, or other function, implemented by any type of means or under any circumstances, that may restrict OESC's use of or access to the Software, Data, or Equipment, in whole or in part, based on any type of limiting criteria, including without limitation frequency or duration of use for any copy of the Software provided to OESC under this Contract.
d. Physical Media Warrants. Contractor warrants that each copy of the Software provided by Contractor is and will be free from physical defects in the media that tangibly embodies the copy. Contractor shall replace, at Contractor's expense including shipping and handling costs, any Software provided by Contractor that does not comply with this warranty.
e. Power and Authority. Contractor represents and warrants that it has the full power and authority to grant to OESC the rights described in this Contract without violating any rights of any Third-Party and that there is currently no actual or threatened suit by any such Third-Party based on an alleged violation of such rights by Contractor. Contractor further represents and warrants that the person executing this Contract for Contractor has actual authority to bind Contractor to each and every term, condition and obligation to this Contract, and that all

requirements of Contractor have been fulfilled to provide such actual authority.

f. Registration. Contractor represents and warrants that it shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services.

B.14.5. Authorization. Contractor represents and warrants that:

a) Contractor is a business entity, validly existing and in good standing under the laws of its state of residence and has all requisite power and authority to execute, deliver and perform its obligations under this Contract;

b) The execution, delivery and performance of this Contract has been duly authorized by Contractor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this Contract and perform its obligations under this Contract;

c) Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with this Contract; and

d) Contractor has obtained all licenses, certifications, permits, and authorizations necessary to perform the Services under this Contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the Services. Contractor shall maintain all required certifications, licenses, permits, and authorizations during the term of this Contract at its own expense.

B.14.6. Ability to perform. Contractor represents and warrants that:

a) Contractor has the financial stability to carry out at least six months of Services, including Operations during any period of this Contract without reimbursement for the Services or expenses;

b) Contractor has the financial resources to fund the capital expenditures required under the Contract without advances by OESC or assignment of any payments by OESC to a financing source;

c) Each Subcontractor providing a substantial amount of the Services under this Contract has the financial resources to carry out its duties under this Contract; and

d) Contractor's methods of accounting are consistent with generally accepted accounting principles.

B.14.7. General Responsibilities. After system implementation, a one (1) year warranty and maintenance period must be included free of charge and then pricing for four (4) optional one (1) year maintenance renewals must be provided.. During the Warranty Period as described herein, Contractor shall provide Services as described herein as the Warranty Services at no additional cost to correct Deficiencies in the System repair and maintain the System in accordance with the Specifications. Contractor shall perform these Services after the Warranty Period during Maintenance (if OESC decides at its sole discretion to obtain Maintenance Services from Contractor) at Charges described herein. Contractor's Service responsibilities during and/or after warrant period shall include but not be limited to the following:

a) Promptly repair or replace the System, or any portion thereof, that has Deficiencies;

b) Maintain the System in accordance with the specifications and terms of this Contract;

c) Upon request by OESC, re-perform any Service that fails to meet the requirements of this Contract at no additional cost;

d) Provide these Services 24 hours a day, Monday through Sunday;

e) Propose revisions to the Software as necessary to meet OESC's Processing needs utilizing the hardware specifications provided by Contractor;

f) Coordinate with OESC all tasks related to correcting problems and Deficiencies connected with the Software or the Equipment;

g) Execute online diagnostics from a remote Contractor location solely to assist in the identification and isolation of suspected Deficiencies; and

h) Serve as the primary troubleshooting and problem resolving party for working with Subcontractors, suppliers, and OESC.

B.14.8. Inquiry Assistance. Contractor shall respond via telephone within two hours of any non-emergency and within 30 minutes of any emergency inquiry. Response shall include the following, as applicable:

a) An emergency inquiry is any issue or potential issue that impacts the OESC production environment.

b) Response to questions relating to the Software, including without limitation isolating problems to the Software, Data or Equipment.

c) Development, on a best efforts basis, of an OESC approved temporary solution to or an emergency bypass of a Deficiency.

d) Corrections and repairs of errors, problems, or Deficiencies with the Software, to the extent technically

feasible.

e) Clarification of Documentation.

B.14.9. Additional Inquiry Assistance.

a) Contractor shall dispatch trained and qualified Services Staff to OESC's applicable Site in the event that: (i) such assistance as described herein does not resolve Deficiencies or problems related to OESC's inquiries regarding Equipment or Software at such Site within 12 hours after Contractor's response to OESC; (ii) the System is non-Operational; and (iii) OESC requests additional assistance. If the System is non Operational, such Contractor staff shall remain at the Site on a 24 hour, seven days a week basis repairing the System until it operates in accordance with its Specifications, unless other onsite support hours are agreed to in writing by OESC.

b) In the event that such assistance as described herein does not resolve Deficiencies or problems related to OESC's inquiries regarding Equipment and Software at such Site for other types of conditions than described herein within 12 hours of Contractor's response to OESC, and OESC requests additional assistance, Contractor shall dispatch trained and qualified Services Staff to the designated service center within four hours of OESC's request and such Staff must be at such Site within 24 hours of OESC's request for additional assistance.

c) Contractor shall provide a plan to identify the root cause or resolve Deficiencies no later than eight hours after notice by OESC to Contractor of such Deficiencies or problems. The plan must be approved by OESC in writing. The plan may include upon OESC's approval a temporary solution or emergency bypass.

B.14.10. Database. Contractor shall maintain and make available online to OESC a database of all Change Requests, Deficiencies, other problems reported by OESC herein or known to Contractor in the Software, and each visit by such Services Staff as described herein. The database shall include, as a minimum, the following:

a) Date and time Contractor was notified;

b) Time spent for resolution of Deficiencies;

c) Description of Deficiency;

d) Description of severity level of Deficiency; for example, emergency;

e) Description of Deficiency resolution; and

f) Date of resolution.

B.14.11. Enhancements.

a) Contractor shall provide OESC with all Enhancements and associated Documentation that are provided as general releases to the Software, in whole or in part, at no additional cost for the life of the contract. Such Documentation shall be adequate to inform OESC of the problems resolved including any significant differences resulting from the release which are known by Contractor. Contractor certifies that each such Enhancement general release has been tested and performs according to the Specifications. Contractor agrees to correct corrupted Data that may result from any System Deficiency introduced by the Enhancement.

b) Enhancements to correct any Deficiency shall be provided to OESC at no additional cost and without the need for a Change Order during the Warranty Period and Maintenance, if any.

B.14.12. Exclusion. Contractor shall have no obligation or liability to OESC to the extent that a Deficiency results from modifications to the System by OESC where such modification was not made pursuant to the Documentation or Contractor's guidance, instruction, training or recommendation.

B.14.13. Post-Implementation Support. Contractor shall correct Deficiencies in the System and support, repair and maintain the System in accordance with the requirements stated herein. Contractor's Post-Implementation Support Services responsibilities shall include, but not be limited to, maintaining the System in accordance with the Specifications and the terms of this Contract, and developing, on a best efforts basis, of a temporary solution to or an emergency bypass of a Deficiency. Contractor Staff shall be resident at Contractor's Oklahoma City, Oklahoma facilities during the first three months after Acceptance of the System and other Staff shall be available throughout the Warranty Period and thereafter as described in this Contract to provide these Post-Implementation Support Services.

B.14.14. Performance Standards Measurement. Contractor shall maintain the System, in whole and in part, to meet the established Performance Standards and as described herein. Contractor will conduct tests for measuring and certifying the achievement of the Performance Standards. Contractor must implement all testing, measurement and monitoring tools and procedures required to measure and report Contractor's performance of the Services and

System against the applicable Performance Standards. Such testing, measurement and monitoring must permit reporting at a level of detail sufficient to verify compliance with the Performance Standards, and will be subject to audit by OESC. Contractor shall provide OESC with information and access to all information or work product produced by such tools and procedures upon request for purposes of verification.

B.14.15. Continuous Improvement. Contractor must on an ongoing basis, as part of its total quality management process, identify, report to OESC, and implement ways to improve performance of the Services and identify and apply techniques and tools from other Contractor installations that would benefit OESC either operationally or financially. Implementation costs, as approved by OESC, shall be handled through the change order process described herein. OESC shall validate improvement data based upon agreed benchmarks and criteria for measurements.

B.15. INJUCTIVE RELIEF AND INDEMNITY

B.15.1. Both parties shall immediately report to other any and all unauthorized disclosures or uses of OESC's Confidential Information of which either party is aware or has knowledge. Both parties acknowledge that any publication or disclosure of other's Confidential Information to others may cause immediate and irreparable harm. If one party should publish or disclose such Confidential Information to others without authorization, unless value exception applies including Open Records Act, the other party shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. The breaching party shall indemnify and hold harmless the other party from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from breaching party's failure to protect Confidential Information. As a condition to the foregoing indemnity obligations, non-breaching party will provide the other party with prompt notice of any claim of which non-breaching party is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with breaching party in connection with any such claim.

B.15.2. Nondisclosure of Other OESC Information. The use or disclosure by Contractor of any OESC information not necessary for, or directly connected with, the performance of Contractor's responsibility with respect to Services is prohibited, except upon the express written consent of OESC.

B.15.3. Survival. The provisions of Confidentiality under Section A.33 shall remain in effect following the termination or expiration of this Contract. All Services performed and Deliverables delivered pursuant to the authority of this Contract are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive.

B.15.4. Pursuant to 62 O.S. § 41-5a.C, "The Office of Management and Enterprise Services (OMES) and all agencies of the executive branch of the state shall not be required to disclose, directly or indirectly, any information of a state agency which is declared to be confidential or privileged by state or federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of state assets."

B.15.5. In connection with this Agreement, each party may disclose or otherwise make available certain data or information to the other party, which data or information the disclosing party considers being confidential and proprietary. It is recognized that any information contained in this written agreement is deemed non-confidential and is hereby public information. As used herein, "Confidential Information," means any non-public information, not included in this written document that may include Contractor lists, business plans and proposals, financial information, marketing information, problem solving methods, implementation steps, know-how, technology, trade secrets and drawings and renderings related to each party's ongoing and proposed businesses, products and services which is being provided or which has been provided to the State party by the disclosing party, or which is obtained by the receiving party from its meetings and contacts with Contractor, or any information derived by the State from information so provided or obtained. Confidential Information includes all written or electronically recorded materials identified and marked as confidential or proprietary or which on their face appear to be confidential or proprietary, and oral disclosures of Confidential Information by the disclosing party which are identified as confidential or proprietary at the time of such oral disclosure.

B.16. OESC INFORMATION SECURITY

B.16.1. Contractor shall perform an annual audit of Information Security Risk Assessment and send annual audit confirmation to the OESC Information Security Office by the first day of November of each year for private entities and by the last day of January for public entities. Contractor shall use an industry accepted Risk Assessment Process, such as, National Institute of Standards and Technology Special Publication 800-30 (NIST SP800-30).

B.16.2. Contractor shall disclose any breach of the security of the System following discovery or notification of the breach in the security of the data to any individual whose encrypted or unencrypted personal information was, or is reasonably believed to have been acquired by an unauthorized person. The disclosure shall be made in the most

expedient time possible and without unreasonable delay to OESC, Information Security Office. Contractor must deliver a final report of the breach post-mortem, citing the reason, sources, affected records, and mitigation plans or actions within 10 business days of breach discovery.

B.16.3. Contractor shall comply with Federal Information Processing Standards, FIPS 200, which promotes the development, implementation, and operations secure information systems within governmental agencies by establishing minimum levels of due diligence for information security and facilitating a more consistent, comparable, and repeatable approach for selecting and specifying security controls for information systems that meet minimum security requirements. Contractor must sign OESC Acceptable Use, Confidentiality and Non-Disclosure agreements, User Logon Authorization, and may be subject to Background Checks.

B.16.4. User Logon Authorization. Contractor will not be granted access to OESC information systems without the prior completion and approval of Logon Authorization Request for Non-OESC Employees, Form 05SC004E (MID-1-A). Certain types of access may require that a background check and verification be performed prior to granting access. Contractor shall notify OESC immediately when employees who have access to OESC systems are terminated.

B.16.5. Background and Reference Checks and Verifications. At the sole discretion of OESC, Contractor staff may be subject to user background and reference checks, depending on the information systems Contractor accesses or types of data OESC provides. Contractor must obtain at their expense the required local, state and federal background and reference checks and submit results to OESC in a timely manner. OESC will not process any access agreements prior to completion of user background verification.

B.16.6. Business Continuity and Disaster Recovery.

a) Contractor's Business Continuity and Disaster Recovery Plans shall address the mitigation of services and products set forth herein. Contractor shall comply with OMES minimum mandatory standards for information security and internal controls for contingency planning and disaster recovery requirements as stated in OMES CORE Oklahoma Information Security Policy, Section 8.0, Business Continuity found at http://www.ok.gov/OSF/CORE/Security/index.html. Plans shall be submitted annually to OESC Information Security Office.

b) Contractor shall exercise, not less than annually, the recovery capabilities of developed plans. Contractor must submit exercise summaries annually to OESC Information Security Office.

B.16.7. Auditing and Compliance. OESC Information Security Office may, at its discretion, audit Contractor for information security compliance as it pertains to this Contract. Contractor must supply corrective action plans for noncompliant audit findings within 30 business days from receipt of the final audit report from OESC. Failure to comply with these requirements may result in contract termination or funding being withheld from Contractor.

B.16.7.1. Data Destruction.

a) Prior to disposal, all floppy disks, CDs, magnetic tape, hard drives (desktop, laptops, and server), external hard or flash drives, data DVDs, or other media used in containing OESC sensitive information or Confidential Information must be destroyed in accordance with Senate Bill 81.

b) All hardcopy records that contain OESC sensitive information or Confidential Information must be disposed of through a cross-cut paper shredder that shreds both vertically and horizontally, or an equivalent secure destruction process.

B.17. LIQUIDATED DAMAGES

B.17.1. Contractor agrees to the importance of this Contract and Performance Standards agreed to herein. OESC and Contractor agree that in the event of failure to meet the Contract requirements, Deliverable dates, or any standard performance within the time set forth under each Section, damage will be sustained by OESC, and that it may be impractical and extremely difficult to ascertain and determine the actual damages that OESC will sustain by reason of such failure. It is therefore agreed that Contractor shall pay liquidated damages for such failures in accordance with these provisions.

B.17.2. Where the failure is the sole and exclusive fault of OESC or outside Contractor's reasonable control, no liquidated damages shall be imposed.

B.17.2.1. For any failure by Contractor to meet any performance standard, Project Schedule Deliverable date, or Timeframe specified in any section of the Contract, Contractor shall pay liquidated damages in the amount specified in this Section per business day, per task, until Deliverable is completed and accepted by OESC or Performance Standard is either met or exceeds OESC performance acceptance.

B.17.2.2. For all other standards and tasks, written notification of failure to meet a requirement shall be given by the OESC Program Manager to Contractor. E-mail shall be an acceptable form of written notification. OESC will notify Contractor of the first incident of failure to meet one or more of the

defined standards and may request a corrective action plan. OESC will set a date for submission of the plan. If OESC does not receive a plan accepted by OESC by the due date and no extension has been granted, OESC may, at its sole discretion, invoke the appropriate remedy. If OESC receives the accepted plan by the due date, OESC will cooperate with Contractor to achieve a mutually agreed upon final corrective action plan and schedule. OESC may, at its sole discretion, invoke the appropriate remedy if Contractor does not meet the schedule and no extension has been granted.

B.17.2.3. If Contractor provides components that have not been tested, or have not been adequately tested, or that failed testing, liquidated damages will be applied, as outlined in this RFP.

B.17.2.4. The parties may elect to use any or all remedies available to them on default whether set forth above or otherwise available to them at law or in equity. The assessment of liquidated damages shall not constitute a waiver or release of any other remedy OESC may have under this Contract for Contractor's breach of this Contract, including without limitation, OESC's right to terminate this Contract, and OESC shall be entitled at its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Contract. However, OESC will reduce such actual damages by the amounts of liquidated damages received for the same events causing the actual damages.

B.17.2.5. Amounts due OESC as liquidated damages may be deducted by OESC from any money payable to Contractor under this Contract, or OESC may bill Contractor as a separate item therefore and Contractor shall promptly make payments on such bills.

B.17.2.6. When deemed applicable or appropriate by OESC, may impose the following liquidated damages that shall be paid by Contractor:

a) Up to $1,000 per Deliverable per business day for "Not Accepted" Deliverables, Contract Deliverables or missed Project Scheduled Deliverables Dates. For example: Project Schedule indicated that deliverable "x0" is due on 7/1/2009 but was delivered to OESC on 7/10/2009 making the Deliverable "x0" nine days late. Deliverable "x0" was reviewed and "not accepted" on 7/20/2009. Deliverable "x0" was redelivered to OESC on 7/24/2009 making the Deliverable "x0" four days late. OESC reviewed and accepted Deliverable "x0" on 7/28/2009. Deliverable "x0" was a total of 13 days past due imposing a liquidated damages to Contractor of $13,000.

b) Up to $50,000 per Program Manager and $25,000 per Key Staff, as defined in the Staffing Plan, each time the Contractor changes Program Manager or Key Staff after commencement of any service. Liquidated damages will not be applied to Contractor's staff changes that fulfill the exceptions set forth in Section E.3, Contractor Staff.

c) Up to $2,500 for each metric point below the performance tolerance level. The System performance baseline will establish performance metrics, performance tolerance levels, and system availability. Root-cause analysis will be conducted on any reported metric consecutively, for two weeks, falling below performance tolerance level and the root-cause analysis results will be used for applying $2,500 for each metric point below the performance metric tolerance level for the System Production environment. If Contractor is at fault, the liquidated damages will be imposed per week, per metric point following the second week. For example: System Availability tolerance level is 99% and for two weeks the System Availability was 80%. Liquidated damages of $2,500 per point (19 points) equaling $47,500 per week for this performance metric would be imposed until performance metric was resolved.

d) Up to $500 per business day for failure to submit Enhancement quotes and impact statements within agreed upon Timeframe.

e) Up to $20,000 per occurrence for making unauthorized changes to the System. Any changes made in the System without utilizing the OESC Change Management System will incur liquidated damaged of $20,000 per occurrence for making unauthorized changes to the System. Any emergency change request must be in writing and approved by OESC Data Services Division (DSD) Director or designee. The State shall reduce invoices to offset any OESC staff costs in resolving issues arising from the unauthorized action.

B.18. WITHHOLDING PAYMENTS

If Contractor fails to deliver Deliverables or to provide Services that satisfy Contractor's obligations hereunder, OESC shall have the right to withhold any and all payments due hereunder. OESC may withhold any and all such payments due hereunder to Contractor, as aforesaid, without penalty or work stoppage by Contractor, until such failure to perform is cured.

B.19. RAMP UP TIME

The ordering agency reserves the right to terminate payment for Contractor staff assigned to the ordering agency effective upon written notice to Contractor if performance does not meet the expectations of ordering agency. Contractor must

provide a replacement(s) acceptable to the ordering agency. When any replacement is necessary, the "ramp up time" for the replacement(s) staff time will be at no cost to the ordering agency. The "ramp up time" for replacement(s) staff will be determined by the ordering agency and Contractor on a case-by-case basis (for example, if Contractor staff is replaced the new staff's first 80 hours will not be billed to OESC or will be deducted from the cost of the next deliverable.

B.20. COVER

If, in the reasonable judgment of OESC, a default by Contractor is not so substantial as to require termination, reasonable efforts to induce Contractor to cure the default are unavailing, Contractor fails to cure such default within 20 business days of receipt of Notice from OESC, and the default is capable of being cured by OESC or by another resource without unduly interfering with continued performance by Contractor, OESC may, without prejudice to any other remedy it may have, provide or procure the Services reasonably necessary to cure the default, in which event Contractor shall reimburse OESC for the reasonable cost of the Services in default. In addition, Contractor must cooperate with these resources in allowing access to the Software.

B.21. PERFORMANCE STANDARDS

If the System fails to meet Performance Standards during the Warranty Period and while Contractor is providing Maintenance Services, and such failure is attributable to software and or equipment developed and or installed by Contractor, Contractor shall modify, reconfigure, upgrade or replace Software and Equipment at no cost to OESC in order to provide a System solution that complies with such Performance Standards.

B.22. CONTRACT TERMINATION

B.22.1. Termination for Cause.

a) Termination for Material Breach. Either party may terminate this Contract if the other party materially breaches the Contract, provided the breaching party is given written notice of the material breach and fails to cure such material breach within 30 business days of receipt of such notice.

b) Termination for Rejection of Deliverables. If Contractor is unable to correct Deficiencies in a Deliverable, as described herein, OESC shall have the right to immediately terminate this Contract, in whole or in part, without penalty or liability to OESC, with such a termination being deemed a termination due to the default of Contractor hereunder, and return the Deliverable to Contractor. If OESC terminates this Contract under this Section, Contractor shall, within 20 business days thereafter, refund to OESC all payments made to Contractor for the returned Deliverable and Services rendered therefore and all previous Deliverables that have received Acceptance and Services rendered therefore and are returned with the rejected Deliverable.

c) Termination for Withdrawal of Authority. In the event that the authority of OESC to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, OESC may terminate this Contract under terms contained herein, in whole or in part.

d) Termination for Non-allocation of Funds. If funds are not allocated to continue this Contract in any future period, OESC may terminate this Contract under terms contained herein. OESC will not be obligated to pay any further Charges for Services or Purchase Prices for such future period, but OESC shall make payments for Services, Deliverables and Contractor's costs as provided herein, subject to OESC's availability of funding therefore. OESC agrees to notify Contractor of such non-allocation at the earliest possible time. No penalty shall accrue to OESC in the event this Section shall be exercised.

e) This Contract may be terminated by OESC by written notice delivered via certified mail by OMES 30 business days prior to the termination date designated in the notice by OMES. During this 30-day period, Contractor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on OESC from such winding down and cessation of Services.

f) If this Contract is so terminated, OESC shall be liable only for payment in accordance with the terms of this Contract for Services satisfactorily rendered prior to the effective date of termination. In case of such termination for convenience, OESC will pay to Contractor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by OESC, amounts for Services provided prior to the date of termination for which no separate price is stated and which are not associated with or related to a specific Deliverable for which Acceptance has been given, and amounts for Deliverables which are in development but which have not received Acceptance. The amounts for such Services and Deliverables in development but not accepted will be costs actually and reasonably incurred by Contractor therefore, as based on the Time and Materials hourly rate herein, but such costs shall be no greater than the final Purchase Price for each Deliverable.

B.22.2. Termination for Convenience.

a) This Contract may be terminated by OESC by written notice delivered via certified mail by OMES 30 business days prior to the termination date designated in the notice by OMES. During this 30-day period, Contractor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing

unnecessary Services or activities and by minimizing negative effects on OESC from such winding down and cessation of Services.

b) If this Contract is so terminated, OESC shall be liable only for payment in accordance with the terms of this Contract for Services satisfactorily rendered prior to the effective date of termination. In case of such termination for convenience, OESC will pay to Contractor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by OESC, amounts for Services provided prior to the date of termination for which no separate price is stated and which are not associated with or related to a specific Deliverable for which Acceptance has been given, and amounts for Deliverables which are in development but which have not received Acceptance. The amounts for such Services and Deliverables in development but not accepted will be costs actually and reasonably incurred by Contractor therefore, as based on the Time and Materials hourly rate herein, but such costs shall be no greater than the final Purchase Price for each Deliverable.

c) In addition, OESC agrees to compensate Contractor for reasonable and necessary costs that were incurred by Contractor on this Project, as a result of OESC's termination for convenience, for undepreciated or unamortized equipment and software licenses, early termination of leases, and other reasonable and necessary Project related expenses, subject to OESC's reasonable judgment and the availability of State and Federal funds and receipt of supporting documentation from Contractor.

B.22.3. Other Termination Remedies.

a) In the event of termination of this Contract by OESC under terms contained herein, OESC shall, in addition to its other available remedies, have the right to procure the Services and Deliverables that are the subject of this Contract on the open market and Contractor shall be liable for all damages, including, but not limited to: (i) the cost difference between the original Contract price for the Software and/or Services and the replacement costs of such Software and/or Services acquired from another vendor; and (ii) if applicable, all administrative costs directly related to the replacement of this Contract, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs.

b) If it is determined for any reason the failure to perform is not within the Contractor's control, fault, or negligence, the termination by OESC under terms contained herein shall be deemed to be a termination for convenience.

B.22.4. Other Termination Procedures.

a) Upon termination of this Contract, OESC, in addition to any other rights provided in this Contract, may require Contractor to deliver to OESC any Property, including but not limited to Deliverables and Data, for such part of this Contract as has been terminated.

b) After receipt of a Notice of termination, and except as otherwise directed by OESC, Contractor shall:

i. Stop work under this Contract on the date, and to the extent specified, in the Notice;

ii. Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Contract that is not terminated;

iii. As soon as practicable, but in no event longer than 30 business days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of OESC to the extent required, which approval or ratification shall be final for the purpose of this Section;

iv. Complete performance of such part of this Contract as shall not have been terminated by OESC;

v. Take such action as may be necessary, or as OESC may direct, for the protection and preservation of the Property related to this Contract which is in the possession of Contractor and in which OESC has an interest;

vi. Transfer title to OESC and deliver in the manner, at the times, and to the extent directed by OESC, any Property that is required to be furnished to OESC and which has been accepted or requested by OESC;

vii. Provide written certification to OESC that Contractor has surrendered to OESC all such property; and

viii. Remove the Equipment and Software to the extent requested by OESC and return any amounts paid for the returned Equipment and Software.

c) Upon expiration of the Contract or Contractor's receipt of notice of termination of the Contract by OESC, Contractor will provide any turnover assistance Services reasonably necessary to enable OESC or its designee to effectively close out the Contract and move the work to another vendor or to perform the work itself. Within 10 business days of receipt of the Notice of termination, Contractor shall provide, in machine readable form, an up to date, usable copy of the Data in a format as required by OESC and a copy of all

documentation needed by OESC to utilize the Data. Contractor will ensure that all consents or approvals to allow Contractor and Subcontractors to provide the assistance required following termination or expiration have been obtained, on a contingent basis, in advance and will be provided by the applicable third parties at no cost or delay to OESC.

B.23. LETTER OF CREDIT

The Letter of Credit shall secure the performance of Contractor, including without limitation performance of the Services in accordance with the Project Plan and providing Deliverables in accordance with the Specifications, and shall secure any damages, cost or expenses resulting from Contractor's default in performance hereunder or liability caused by Contractor. Contractor may satisfy the obligation to provide a Letter of Credit through provision of one or more Letters of Credit on behalf of Contractor or from various sources. The total contract award amount for purposes of the Letter of Credit shall be four percent [4%] of the amounts payable during each one-year term of the Contract, Maintenance Services and will continue throughout the warranty period herein. At each contract renewal Contractor shall regenerate the Letter of Credit. In the event of termination for default, the Letter of Credit shall become payable to OESC for any outstanding damage assessments made by OESC against Contractor. An amount up to the full amount of the Letter of Credit may also be applied to Contractor's liability for any administrative costs and/or excess costs incurred by OESC in obtaining similar Software, Deliverables, other products and Services to replace those terminated as a result of Contractor's default. OESC may seek other remedies in addition to this stated liability.

B.24. AUDIT

In addition to Section A.19 – Audit and Record Clause, Contractor shall also make available to OESC on an annual basis, audited financial statements. Such audits shall be conducted using Generally Accepted Auditing Standards. Filing of such audited financial statements with the Securities and Exchange Commission, as a part of their annual filing on Form 10-K, shall satisfy this requirement.

B.25. SOURCE CODE ESCROW

Contractor shall provide OESC with a copy of the Source Code and updated associated technical documentation for the Custom Software and for the Application Software which is licensed by Contractor to OESC in Source Code form: (i) upon Acceptance of the System; (ii) when Contractor delivers an Enhancement to the System during the term of this Contract; (iii) as described in the Project Plan; and (iv) at other times during the Project and Maintenance as requested by OESC. Contractor shall provide such Source Code and Documentation at no additional cost on magnetic media in a format acceptable to OESC.

At its option and expense, OESC may request that the completeness and accuracy of any such Application Software Source Code and/or associated technical documentation be verified. Such verification will be conducted by the escrow agent or, upon at least ten business days' prior notice to Contractor, a representative of OESC, after full disclosure to Contractor of information reasonably requested by Contractor about such representative. Unless otherwise agreed in writing by Contractor and OESC, verification will be performed On-Site at Contractor's premises, utilizing Contractor's equipment and software, at a time reasonably acceptable to Contractor. Contractor shall make technical and support personnel available as reasonably necessary for the verification. In the event the Application Software Source Code and/or associated technical Documentation in escrow is not accurate or complete, Contractor shall promptly correct such inaccuracies or incomplete escrow, but in all cases within 10 business days.

The State Purchasing Director or a procurement officer of a state agency not subject to the Oklahoma Central Purchasing Act shall not process any state agency request for the customization, modernization, or development of computer software unless the proposed contractor provides compliance documentations.

The State Purchasing Director shall provide advice and assistance, as may be required, in order for state agencies to comply with the provisions of this section.

B.26. INSURANCE AND INDEMNIFICATION

B.26.1. Oklahoma Statutory Requirement. Contractor is hereby required to carry liability insurance in accordance with 51 O.S. §, 151 et seq., Tort Claims Act to adequately compensate persons for injury to their person or property occasioned by an act of negligence by Contractor, its agents, employees or the like. Contractor must supply evidence of such insurance upon request.

B.26.2. Liability and Auto Insurance. Contractor shall, at its sole cost and expense, obtain, and, during the term of this Contract, maintain, in full force and effect, the insurance coverage described in this Section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of Oklahoma and having a rating of A, Class VII or better, in the most recently published edition of Best's Reports. If Contractor fails to buy and maintain the insurance coverage described herein, OESC may terminate this Contract. The minimum acceptable limits shall be as indicated below with no deductible except as indicated below:

a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;

b) Business Automobile Liability at limits no less than required by Oklahoma Law;

c) Umbrella policy providing excess limits over the primary policies in an amount not less than $3 million; and

d) Crime Coverage with a deductible not to exceed $1 million, and coverage of not less than $5 million single limit per occurrence and $10 million in the aggregate, which shall at a minimum cover occurrences falling in the following categories: Computer Fraud; Forgery; Money and Securities; and Employee Dishonesty.

B.26.3. Worker's Compensation Coverage. Prior to providing Services under this Contract, Contractor shall, in full compliance with State law, provide or purchase worker's compensation coverage for its employees and Employer's Liability in the minimum amount of $1 million during the course of this Contract. OESC will not be responsible for payment of premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under applicable laws during the performance of duties and Services under this Contract. However, should Contractor fail to secure insurance coverage or fail to pay premiums on behalf of its employees, OESC may deduct the amount of premiums owing from the amounts payable to Contractor under this Contract and transmit the same to the responsible State agency.

B.26.4. Subcontractors. Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

B.26.5. Premiums. Premiums on all insurance policies shall be paid by Contractor or its Subcontractors. Such insurance policies provided for OESC pursuant to this Section shall expressly provide therein that OESC be named as additional insured, and that it shall not be revoked by the insurer until 30 calendar day Notice of intended revocation thereof shall have first been given to OESC by such insurer.

B.26.6. Cancellation. Contractor's insurance policies shall not be canceled or non-renewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or nonrenewal shall not take place or reduced in scope of coverage until five business days written Notice has been given to OESC, and Contractor has replacement insurance policy(ies) in place that satisfy the requirements set forth herein. Contractor's insurance policies shall not be reduced in scope without OESC's prior written consent.

B.26.7. Insurance Documents. Contractor shall furnish to OESC copies of certificates of all required insurance within 30 calendar days of this Contract's Effective Date, and copies of renewal certificates of all required insurance within 30 calendar days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section. Failure to provide these documents shall be grounds for immediate termination or suspension of this Contract by OESC for material breach.

B.26.8. Increased Coverage. OESC is to be notified by Contractor immediately if any aggregate insurance limit is exceeded. In such event, additional coverage must be purchased to meet requirements.

B.26.9. Subrogation. Contractor agrees to waive all rights of subrogation against OESC, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from services performed by Contractor under this Contract.

B.26.10. Cross Liability. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State and shall include a severability of interests (cross liability) provision.

B.26.11. Contractor shall, at its expense, indemnify and hold harmless OESC, its employees, officers, directors, contractors and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action, including without limitation for property damage, bodily injury or death, caused by or arising from the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors. Contractor shall indemnify and hold OESC harmless under this Contract from any and all assessments, judgments, costs, and legal and other reasonable expenses incidental to any of the foregoing. OESC shall promptly give Contractor notice of such claim.

B.27. STATE VEHICLE USAGE

The State of Oklahoma does not permit contract employees to drive State vehicles. The State of Oklahoma does allow contract employees to ride in State vehicles. The State of Oklahoma accepts no liability for injuries sustained in an accident.

B.28. ANTI TRUST VIOLATIONS

Contractor and OESC recognize that overcharges resulting from antitrust violations are an actual economic practice usually borne by OESC. Therefore, Contractor hereby assigns to OESC any and all claims for such overcharges as to goods and services purchased in connection with this Contract, except as to overcharges not passed on to OESC resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Purchase Prices and Changes under this Contract.

B.29. AUTHORITY

Neither party shall have authority to bind, obligate or commit the other party by any representation or promise without the prior written approval of the other party.

B.30. Binding Effect

Each party agrees that the Contract binds it and each of its employees, agents, independent contractors, representatives, permitted successors and assigns.

B.31. COMPLIANCE WITH CIVIL RIGHTS LAWS

During the performance of this Contract, Contractor shall comply with all federal and applicable State nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. § 12101, et seq.; the Americans with Disabilities Act (ADA). In the event of Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation or policy, this Contract may be rescinded, canceled, or terminated in whole or in part by OESC herein, and Contractor may be declared ineligible for further contracts with OESC.

B.32. COVENANT AGAINST CONTINGENT FEES

B.32.1. Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of Contractor.

B.32.2. In the event of breach of this Section by Contractor, OESC shall have the right to either annul this Contract without liability to OESC, or, at OESC's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

B.33. NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first class certified mail, postage prepaid, certified mail, return receipt requested, via facsimile or by electronic mail, to the parties at the addresses and fax number, and e-mail addresses provided in this Section.

If to Using Agency:
By Mail: **OESC, Information Technology Division**
PO Box 52003
Oklahoma City, OK 73152-2003
Attn: Judy Gibson, Manager

By Delivery: **OESC, Information Technology Division**
Will Rogers Memorial Office Building
2401 North Lincoln Boulevard
Oklahoma City OK 73105
Attn: Judy Gibson, Manager

If to Contractor: **Will be completed upon Award of Contract**
By Mail:

By Delivery:
Either party may at any time designate any other address by giving written notice to the other party.

B.34. REMEDIES

No remedy conferred by any of the specific provisions of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

B.35. SOVEREIGN IMMUNITY

The parties expressly agree that no provision of this Contract is in any way intended to constitute a waiver by OESC or the State of Oklahoma of any immunities from suit or from liability that OESC or the State of Oklahoma may have by operation of law.

B.36. SUBPOENA

In the event that a subpoena or other legal process commenced by a Third-Party in any way concerning the Software or Services provided pursuant to this Contract is served upon Contractor or OESC, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and OESC further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a Third-Party as may be reasonably required and except as otherwise provided herein in connection with defense obligations by Contractor for OESC.

B.37. UCC APPLICABILITY

Except to the extent the sections of this Contract are clearly inconsistent, this Contract shall be governed by the Uniform Commercial Code (UCC) as enacted by the state of Oklahoma and the System, in whole and in part, is considered a good under applicable provisions of the Uniform Commercial Code as promulgated in the State of Oklahoma, for purposes of this Contract. To the extent this Contract entails delivery or performance of services, such services shall be deemed “goods” within the meaning of the Uniform Commercial Code, except when to do so would result in an absurdity. In the event of any clear inconsistency or contradiction between this Contract and the Uniform Commercial Code, the terms and conditions of this Contract shall take precedence and shall prevail unless otherwise provided by law.

B.38. SUSPENSION

OMES, at its sole discretion, reserves the right to suspend any or all such activities under this Contract, at any time, in the best interest of OESC, or the State of Oklahoma. In the event of suspension, Contractor will be given formal written notice outlining the particulars of such suspension. Examples of reason for such suspension include, but are not limited to, budget freeze on State of Oklahoma spending, declaration of emergency, or other such circumstance. Activity may resume when OMES issues a formal written notice authorizing resumption of work.

B.39. PROPOSAL CLARIFICATION QUESTIONS

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the Contractor(s) shall put such clarifications in writing.

C. SOLICITATION SPECIFICATIONS

C.1. SOLICITATION GENERAL SPECIFICATIONS

C.1.1. EXECUTIVE SUMMARY

The Oklahoma Employment Security Commission (OESC) is a United States Department of Labor (USDOL) funded agency dedicated to providing quality service and assistance to Oklahoma businesses and job seekers. OESC's mission is to enhance Oklahoma's economy by matching jobs and workers to increase the efficiency of local labor markets, providing Unemployment Compensation to support unemployed workers and their communities, preparing a skilled workforce to enhance and align their skills to meet local labor market needs, and gathering, analyzing and disseminating information about the labor force to improve local economic decisions. The unemployment insurance program is mandated, regulated, and funded at the Federal level and administered at the State level.

This RFP contains specific responsibilities and commitments on behalf of OESC as well as mandatory qualifications, responsibilities, and commitments on behalf of the Contractor. The RFP also includes mandatory technical and business requirements that must be wholly satisfied in order for a Contractor's response to the RFP to be considered.

C.1.2. PURPOSE

The Oklahoma Employment Security Commission (OESC) intends to procure and implement a technology-based Workflow and Imaging solution with loosely coupled Case Management components. The solution will replace their existing document imaging and management solution, and make rt the overall solution for the agency.

The solution will replace their existing document imaging and management solution and make it the overall solution for the agency. In addition, the solution will use an integrated approach to advance OESC's workflow and case management capabilities.

OESC went through a significant process reengineering planning effort and some of the products of that effort are included within the supporting documentation. The solution will include document imaging, workflow and case management components important to leading the process reengineering effort The solution is intended to be designed with the new processes in mind to help maximize process efficiencies across the agencies.

C.1.3. OVERVIEW OF SERVICES

Contractor shall provide expertise and services to adapt current business processes; adapt current technology infrastructure; convert data; configure, modify, extend, design, develop, test, pilot, install, and support a Document Imaging & Workflow (DIW) Solution, with functionality to support OESC staff, clients, and other stakeholders; and train users and technical staff.
OESC and Contractor shall jointly identify specific components in the Planning Phase. OESC seeks professional services and software to:

a. Design and implement a technology solution to support document imaging, workflow and case management functionality
b. Discover and document detailed business and technical requirements;
c. Develop a technical architecture for Development, Quality Assurance/Quality Control (QA/QC), User Acceptance, Training, and Production environments;
d. Produce functional and technical designs for the DIW Solution to support OESC business functions and processes;
e. Design, develop, configure, test, train, implement, and maintain enterprise, common, and business- specific system components; and
f. Design, develop, test, and implement Interfaces with OESC business systems.

C.1.4. OBJECTIVES OF THIS RFP

The Oklahoma Employment Security Commission (OESC) seeks to improve its current document imaging, workflow and case management processes among the following divisions at OESC:
a. UI Benefits
b. UI Tax
c. Appeal
d. Legal
The overall business objective is to reengineer processes to increase efficiency and streamline interaction across the agency. The intent is to leverage new technology and have the solution lead the process transformation. The end goal is

to utilize the solution's functionality to drive process improvements that will increase efficiency throughout the agency.

GOAL 1. Document Imaging Solution
1.1. Ability to scan, index, store, version, maintain, and view documents in one solution.

GOAL 2. Workflow Solution
2.1. Ability to manage the workflow of documents, files, cases, etc. within teams and across teams.

GOAL 3. Case Management Solution
3.1. Ability to manage a case from start to finish and view all necessary claimant/employer information and history in one solution.

C.1.5. OESC BACKGROUND

The OESC is a United States Department of Labor (USDOL) funded agency dedicated to providing quality service and assistance to Oklahoma businesses and job seekers. OESC's mission is to enhance Oklahoma's economy by; matching jobs and workers to increase the efficiency of local labor markets, providing Unemployment Compensation to support unemployed workers and their communities, preparing a skilled workforce to enhance and align their skills to meet local labor market needs, and gathering, analyzing and disseminating information about the labor force to improve local economic decisions.

OESC Strategic Direction:

a. Improve Customer Satisfaction by Establishing an Efficient and Effective Organization
b. Obtaining and Effectively Allocating Resources to Better Serve our Customers
c. Enhancing Customer Service by Providing Better Technology
d. Creating Value through Public Awareness

C.1.6. APPROACH

The Project will adhere to industry best practices by following an incremental approach to system development. To the maximum extent possible and based on Contractor's recommendations, the Project Team will prioritize and assist the Contractor with rapidly implementing appropriate "quick win" projects. This coordinated approach will provide frequent delivery of real capability to OESC and foster stakeholder enthusiasm, commitment, and trust in the Project Decision Team's ability to achieve the overall objectives.

The initial criteria for the selection of specific systems components to be included pertain to funding availability and priority. Future changes in funding sources and amounts may influence priorities and timing of targeted components. The Project will address required changes via prescribed change control procedures or formal Contract amendments, as applicable, and executed upon OMES approval.

C.1.7. PROJECT MANAGEMENT OVERSIGHT

The Project Team will review, approve, and recommend funding and manage resource conflicts for the Project, in order to assess technical validity and value, ensure cross divisional planning, scheduling, and compatibility, and promote the strategic direction of OESC.

Key staff within each business area will serve on the Project Team. The Program Manager will report to the Executive Sponsors, who report directly to the OESC Chief Information Officer (CIO). The Project Team will perform overall oversight of the Project, and may be monitored by an IV&V contractor, under the purview of OESC.

C.2. SOLICITATION MANDATORY QUALIFICATIONS AND REQUIREMENTS

C.2.1. FUNCTIONALITY

Upon completion of the DIW Solution, the solution must provide all the requirements/specifications for each section listed below.

C.2.1.1. MANDATORY BUSINESS REQUIREMENTS

Upon completion of the DIW Solution, the solution must provide all the requirements as outlined in Appendix B within Attachment A Business Specification Document.

C.2.1.2. MANDATORY TECHNICAL REQUIREMENTS

Upon completion of the DIW Solution, the solution must provide all the requirements listed below and as outlined in Appendix F within Attachment A Business Specification Document.

C.2.2. NON-RESPONSIVE STATEMENT

Proposals submitted by Contractors that do not meet all stated Mandatory Requirements will be considered non-responsive.

C.3. SOLICITATION PROJECT PLANNING SPECIFICATIONS

This section provides requirements and rules that will be supported by the approved contractor.

C.3.1. Mandatory Qualifications

a) Contractor shall provide a detailed, verifiable history of up to three programs/projects of substantial similarity nature to this Project, completed or started within the last seven years, preferably Unemployment Insurance experience dealing with Document Imaging & Workflow (DIW) projects, proving experience in:
b) Developing business architecture;
c) Providing business analyses for DIW Solutions;
d) Re-engineering business processes for enterprise environments;
e) Developing federal or state government enterprise technical architecture;
f) Implementing systems infrastructure capacity to support 400 internal users, plus a five percent [5%] growth per year compounded,
g) Developing, integrating, and deploying federal or state government solutions;
h) Training or assisting with training organizations of 50 or more staff.
i) Contractor shall provide verifiable evidence that staff proposed for this Project have relevant experience in planning, developing, and implementing similar programs/projects.

C.3.2. Reports and Meetings

C.3.2.1. Contractor shall produce the reports and the parties shall participate in person in the meetings, held in Oklahoma City, described below, except that such meetings may be conducted by telephone conference call, videoconference, and/or web conference at OESC's sole discretion.

C.3.2.2. All reports shall be produced in formats approved by OESC and delivered in accordance with the schedule and the terms of this Contract.

C.3.2.3. Contractor Project Manager and other Key Staff, as determined by OESC, shall conduct weekly status meetings with the OESC Program Manager and other members of OESC's Project Team during the Project. At least one onsite status meeting per month will be required.

a. The weekly status meetings shall follow a preset agenda jointly prepared by the Contractor and OESC, but will also allow both Contractor and OESC to discuss other issues that may concern either party.
b. Weekly or as requested by OESC, written status reports shall be provided by Contractor as described herein. Contractor's proposed format and level of detail for the status reports shall be subject to OESC approval.

C.3.2.4. Contractor Project Manager shall attend, at a minimum, bi-weekly change control and Work Plan review meetings of OESC for the Project.

C.3.2.5. As requested by OESC, Contractor shall assist OESC in preparing and shall prepare special reports and presentations related to the Project. Contractor shall also provide or produce such Reports or information as are reasonably requested by OESC regarding the Project.

C.3.3. OESC Responsibilities

C.3.3.1. Provide business and technical resources to provide requirements and resolve any vendor questions.

C.3.3.2. Schedule and conduct on-site Project Orientation Sessions for Contractor staff.

C.3.3.3. Support Contractor-led Deliverable Reviews, Risk Identification and Mitigation sessions, Issue and Problem Resolution, and Work Breakdown Structure (WBS) sessions.

C.3.3.4. Maintain oversight of the Project Management Plan.

C.3.3.5. Develop, with Contractor Project Manager, the agenda and topics for meetings of OESC Decision Team, Sponsors, and Executives.

C.3.3.6. Schedule the Project Kickoff Meeting.

C.3.3.7. Review the overall Project Management Plan and Schedule with Contractor.

C.3.3.8. Participate in off-site post-award surveys of Contractor and Subcontractor facilities to verify that the security of the facility is adequate, and otherwise complies with OESC physical security requirements, and include appropriate documentation in the file.

C.3.3.9. Conduct annual, or as needed, reviews of compliance with OESC security policies and standards before and during the period of Contract performance or product service.

C.3.3.10. Verify that Contractors maintain documentation indicating that staff-related security activities are monitored during the life of the Contract.

C.3.3.11. Verify Contractor's staff is provided access to OESC systems and applications in accordance with OESC Security Policy and Procedures for Contractors.

C.3.3.12. Observe and document Contractor security practices during site visits and performance evaluations.

C.3.3.13. Retain sole authority to certify the Acceptance of the DIW Solution when all requirements are met.

C.3.3.14. Provide interagency agreements of understanding concerning integration and interfacing with other systems.

C.3.3.15. Provide local workspace, OESC network access, telephone, and furniture for Contractor staff.

C.3.3.16. Provide, through the OESC Project Manager, overall guidance and direction to the Project. Contractor shall be accountable for contracted tasks and Deliverables.

C.3.4. CONTRACTOR'S STAFF

C.3.4.1. Contractor Project Manager's primary point of contact in matters of Project management shall be the OESC Project Manager. The OESC Project Manager or his or her designee or successor will manage this Contract on behalf of OESC and will be the principal point of contact for the Contractor concerning Contractor's performance under this Contract.

C.3.4.2. Contractor shall assign to the Project a Contractor Project Manager of a management level sufficient to ensure timely responses from all Contractor staff and whose resume and qualifications will be reviewed and approved by OESC prior to his or her appointment as Contractor Project Manager. The approval process may include, but not be limited to, at OESC's discretion, an interview with the proposed Contractor Project Manager. OESC will not unreasonably delay or deny approval of the Contractor Project Manager. The Contractor Project Manager shall be responsible for acting as a liaison with the OESC Project Manager.

C.3.4.3. Contractor agrees and represents that the Contractor Project Manager shall be fully qualified to perform the tasks required of that position under this Contract. The Contractor Project Manager shall function as Contractor's authorized representative for all management and administrative matters not inconsistent with the provisions contained herein. The Contractor Project Manager shall be able to make binding operational decisions pursuant to this Contract for Contractor. The Contractor Project Manager or other substitute Project management staff for Contractor shall be at the site full-time.

C.3.4.4. Any written commitment by the Contractor Project Manager and persons designated by him or her in writing for this purpose, within the scope of this Contract, shall be binding upon Contractor.

C.3.4.5. Contractor shall have provided to OESC an organization chart of Contractor's staff, including names of Key Staff for the Project and positions during Maintenance. Contractor shall also provide to OESC job descriptions for Key Staff positions. Contractor shall be afforded the opportunity to submit updated information and resumes no fewer than 30 calendar days prior to the commencement of activities.

C.3.4.6. Except in the cases beyond the legitimate control of the Contractor, Key Staff shall not be changed during the Project and during Maintenance without the prior written approval of OESC. During the term of the Contract, OESC reserves the right to approve or disapprove Contractor's and any Subcontractor's Key Staff assigned to this Contract, to approve or disapprove any proposed changes in Key Staff, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by OESC for any reason. Contractor shall provide OESC with a resume of any member of its Key Staff or a Subcontractor's Key Staff assigned to or proposed to be assigned to any aspect of the performance of this Contract prior to commencing any Services. Contractor will also provide the new staff member for a period of up to two (2) weeks at no cost to OESC.

C.3.4.7. All staff proposed by Contractor as replacements for other staff shall have comparable or greater skills for performing the activities as performed by the staff being replaced.

C.3.4.8. Contractor assumes sole and full responsibility for its acts and the acts of its staff. Contractor understands and agrees that OESC does not assume liability for the actions of Contractor's Subcontractors or agents. Contractor agrees that it has no right to indemnification or contribution from OESC for any judgments rendered against Contractor, its Subcontractors or agents.

C.3.4.9. Contractor agrees that any claim on behalf of any person arising out of employment or alleged employment by Contractor (including, but not limited to, claims of discrimination against Contractor, its officers, or its agents) are the sole responsibility of Contractor and are not the responsibility of OESC.

Contractor will indemnify and hold OESC harmless from any and all such claims asserted against OESC. Any person who alleges a claim arising out of employment or alleged employment by Contractor will not be entitled to any compensation, rights, or benefits from OESC (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

C.3.4.10. Contractor will conduct a criminal background check on employees assigned to perform services set forth in this SOW, using an accredited background check vendor, providing background check vendor's name and contract number.

C.3.5. Deliverables

C.3.5.1. Contractor shall provide OESC with the Deliverables according to the Project Plan, as mutually agreed upon in writing during Maintenance, and as described in the RFP, the Response, and this Contract. Contractor shall utilize the Specifications, the Project Plan, the RFP, the Response, the Deliverables for which OESC has previously granted Acceptance, Contractor's professional knowledge, and this Contract as the basis of subsequent Deliverables. Contractor shall retain backup copies in electronic media of all Deliverables until 180 calendar days after termination or expiration of this Contract and shall provide OESC on its request with a copy thereof until that time.

C.3.5.2. All Deliverables shall be subject to OESC's Acceptance, including without limitation Deliverables provided pursuant to Change Orders. OESC's review of Deliverables shall be in accordance with the Timeframes therefore set forth in the Project Plan and agreed upon Acceptance procedure and timeframes.

C.3.5.3. Upon delivery of a Deliverable and receipt of Confirmation from Contractor that the Deliverable meets its Specifications, OESC will, with Contractor's assistance and in accordance with the Project Schedule, promptly review or perform Acceptance Tests on the Deliverable, as applicable, to determine whether the Deliverable conforms to a mutually agreed upon Acceptance Criteria. OESC will provide written Acceptance for a Deliverable if it has no Deficiencies. If a Deficiency is found, OESC will notify Contractor through e-mail or other document of Deficiencies used as the grounds for OESC's decision not to give Acceptance. Contractor shall correct Deficiencies and resubmit a corrected Deliverable to OESC which will review or perform Acceptance Tests on the Deliverable to verify whether the Deliverable lacks Deficiencies and in writing shall either give its Acceptance or reject it following such review or Acceptance Tests. Contractor's times for correcting Deficiencies and OESC's review of Deliverables shall be in accordance with the timeframes therefore set in the Project Schedule. It is the state's intent to review each Deliverable in its entirety and provide the Contractor a comprehensive list of deficiencies with each review.

C.3.5.4. If Contractor is unable to correct all Deficiencies within the number of days indicated in the Project Schedule following the Deliverable's scheduled Acceptance, or if no such date is in the Project Schedule, within 15 calendar days from such scheduled Acceptance, OESC may, at its option: (a) continue reviewing or performing Acceptance Tests on the Deliverable and require Contractor to continue until Deficiencies are corrected or eliminated; (b) request Contractor to provide, at its expense, a replacement Deliverable for further review or Acceptance Tests; (c) set-off from the awarded deliverable amount to the extent OESC determines the Deficiencies for the Deliverable have not been corrected and provide Acceptance for the applicable Deliverable; or (d) after completion of the process set forth herein and providing Notice of default to Contractor, terminate this Contract as described herein.

C.3.5.5. During the period Deliverables are in transit and in possession of Contractor, its carriers or OESC prior to their Acceptance, Contractor and its insurers, if any, shall bear the risk of loss or damage to such Deliverables, unless such loss or damage is caused by the negligence or intentional misconduct of OESC. Except as otherwise specifically provided herein, after OESC provides Acceptance for a Deliverable, the risk of loss or damage will be borne by OESC, except loss or damage attributable to the negligence or willful misconduct of the Contractor Staff.

C.3.5.6. Protection from Damage. Contractor shall continuously protect all Deliverables and backups therefore prior to their Acceptance and while in Contractor's possession or control from damage, destruction or loss resulting from or caused by the acts or omissions of Contractor in connection with the Services. Contractor shall ship all Deliverables purchased pursuant to this Contract, Freight on Board (FOB), to the OESC delivery address. The method of shipment shall be consistent with the nature of the goods and hazards of transportation. During the period Deliverables are in transit and in possession of Contractor, its carriers or OESC prior to their Acceptance, Contractor and its insurers, if any, shall relieve OESC of responsibility for all risks of loss or damage thereto, unless such loss or damage are caused by the negligence or misconduct of OESC. After OESC provides Acceptance for a Deliverable, the risk of loss or damage shall be borne by OESC, except loss or damage attributable to Contractor's acts or omissions.

C.3.5.7. Delivery. Contractor shall deliver the Deliverables pursuant to this Contract on or before the applicable Delivery Dates in the Project Schedule. All such deliveries made pursuant to this Contract must be

complete. Contractor shall deliver electronic versions of the Deliverables in formats agreed to by the parties. All packages must be accompanied by a packing slip that identifies all items included with the shipment and OESC's purchase order number. Contractor's delivery receipt must be signed by an authorized representative of OESC for all deliveries made hereunder.

C.3.5.8. Interpretation of Deliverables. In the event of a contradiction, or inconsistency in or between Deliverables, including without limitation, a Deliverable that has already received Acceptance, any such contradiction, or inconsistency shall be resolved in favor of the latest OESC approved Deliverable except in the case where a previous documented item is omitted or not addressed directly in a subsequent Deliverable. No item can be omitted from a Deliverable without the written consent of OESC. Mere Acceptance of a Deliverable shall not constitute written consent of omissions.

C.3.5.9. Deliverable Tracking. Contractor shall follow the Deliverable tracking process as defined in the Project Management Plan by announcing the status of all Deliverables in weekly status meetings and give at least 10 business day notice prior to the delivery date.

C.3.5.10. Contractor shall facilitate a walkthrough with OESC for each Deliverable prior to delivery. Following the walkthrough, OESC will receive the Deliverable unless a deficiency is discovered in the walkthrough. In the event OESC identifies a Deliverable that requires more than the minimum period for review, the period will be scheduled in the Project Plan. OESC will receive Deliverables based upon the Project Plan.

C.3.5.11. Comply with OESC requirements for reviewing Deliverable documents, as follows:

a. 7 business days for reviewing documents 99 pages or less;
b. 15 business days for reviewing documents; 100 pages or more
c. No more than three documents reviewed at a time by OESC.

C.3.5.12. Deliverable Rework. OESC returns a Deliverable to Contractor for rework, the review period begins again on Contractor redelivery. At that time, Contractor shall calculate the redelivery date.

C.3.5.13. Contractor shall comply with OESC terms of Acceptance for Deliverables. OESC will notify Contractor in writing of the Acceptance status, by the end of the review/testing period for the Deliverable, whether Deliverable is:

a. Accepted without condition;
b. Accepted with cosmetic deficiency; or
c. Not accepted and returned to Contractor for rework. Deliverables returned to Contractor for rework will be considered delayed and appropriate liquidated damages may be applied.

C.3.5.14. The Project Schedule shall not change as a result of time required by Contractor to correct Deficiencies, unless otherwise agreed beforehand in writing by OESC. However, the Schedule may, at OESC's discretion, be extended on a day to day basis to the extent that OESC's review of a Deliverable and review of corrections of Deficiencies in accordance with the Acceptance process and Acceptance Test Plan is longer than described in the Schedule. Such discretionary extensions shall be exempt from liquidated damages.

C.3.6. INVOICING

C.3.6.1. If OESC finds that an invoice overpayment or underpayment has been made to Contractor, OESC may adjust any subsequent payments to Contractor to correct the account. A written explanation of the adjustment will be issued to Contractor by OESC.

C.3.6.2. Contractor shall be paid within 30 calendar days of receipt of proper invoice(s) by OESC at the prices stipulated in the Contract.

C.3.6.3. Contractor shall invoice OESC on an approved deliverable basis. Claims for reimbursement of Work and Resources Services performed in accordance with Contract requirements, and Deliverables which receive Acceptance, shall be submitted within 90 calendar days of the provision of such Services or Acceptance of such Deliverables. Contractor shall provide documentation of such expenses to support requests for reimbursement, which may include copies of invoices, evidence of payment by Contractor, and other documents, as requested by OESC. Supporting encumbrances may be canceled upon a lapse of 6 months from the actual provision of services or Acceptance of Deliverables.

C.3.6.4. Contractor shall provide to OESC a copy of the Deliverable Acceptance Letter with the invoice for each Deliverable.

C.3.6.5. Contractor shall include on the invoice the dates of service and purchase order number. All invoices submitted must meet with the approval of OESC prior to payment. Invoices must reference this Contract and provide detailed information and in a format as requested by OESC. Failure to follow these instructions may result in delay of processing invoices for payment. OESC's time for payment of invoices shall not begin until Contractor is compliant with this provision.

C.3.6.6. Contractor shall comply with OESC billing and invoicing requirements for time-based work, and conform to procedures and formats, as described herein.

C.3.6.7. Contractor shall attach time sheets to the invoice for all activities encompassed for time and materials-based work. Hours billed for work must match the hours entered in MS Project or other project management software designated by OESC. Time sheets must identify, at a minimum, the name of the person performing the work and the number of hours worked during the period by work plan task and task number.

C.4. SOLICITATION PRIMARY SPECIFICATIONS

This section provides all the requirements for the technical response to this RFP. Respondents should pursue the submission format requirements outlined in Section E. Instructions to Supplier below.

C.4.1. GENERALREQUIREMENTS

C.4.1.1. Contractor shall provide all primary specifications listed herein.

C.4.1.2. Work with OESC and comply with the deliverables and requirements management process as outlined in the Project Management Plan for all Deliverables and obtain sign-off from identified required parties prior to submitting Deliverables to the OESC Program Manager for final review.

C.4.1.3. Provide all equipment, supplies for its own staff, whether on-site or off-site, and communication connectivity beyond what OESC provides for on-site staff. Contractor shall be responsible for keeping equipment/software updated and at the patch level required by OESC to keep OESC network secure. OESC reserves the right to require Contractor to locate specific staff on-site.

C.4.1.4. Provide day-to-day management of its staff and cooperate and work with OESC staff assigned to the Project.

C.4.1.5. Provide administrative support for its staff and activities.

C.4.1.6. Provide detailed and management summary reports at least monthly for all support calls referred to Contractor.

C.4.1.7. Incorporate new or modified federal and State of Oklahoma regulations, rules, orders, and laws during the life of the Contract. Any regulations rules, orders, and laws implemented after the final Acceptance a Deliverable will result in a change order.

C.4.1.8. Generate reports that meet all mandatory federal and State of Oklahoma reporting requirements, as well as assist OESC in managing productivity, resources, and outcomes.

C.4.1.9. Provide document versioning, modification, and traceability of all requirements throughout the entire process.

C.4.1.10. Track questions, issues and problems, issue and problem resolution, and approved changes to design and make required changes to documentation within 30 calendar days after the approved change, using the approved issue tracking system. Contractor will use the OESC designated software for tracking issues and problems.

C.4.1.11. Assist OESC in ensuring that all Contract requirements are met, incorporated, and traceable within all documents, models, and deliverables, and accomplished in accordance with Solicitation Specifications.

C.4.1.12. Schedule meetings between Contractor's business and technical analysts, and SMEs from OESC business end-users and technical support units to achieve the desired outcomes.

C.4.1.13. Alert OESC of any variations from federal or State of Oklahoma rules and regulations, and any issues that arise.

C.4.1.14. Consult with OESC for interpretation of federal and State of Oklahoma guidelines and requirements and OESC policy.

C.4.1.15. Document each design and development session in the form of meeting minutes and submit to OESC.

C.4.1.16. Participate in activities and prepare documentation required to complete and comply with federal mandates.

C.4.1.17. Comply with agreed upon industry best practices, standards, published operating methods found to produce the best performance for all work and Deliverables.

C.4.1.18. Provide immediate access to OESC to the data conversion programs, including source code and documentation.

C.4.1.19. Incorporate a structured migration and deployment process for components through the following five environments. The five environments must model the hardware and software configuration of the proposed stand-alone production environment.

a. Requirements & Design.
b. Development.
c. Quality Assurance/Quality Control.
d. User Acceptance.
e. Training.
f. Production.

C.4.1.20. Provide software maintenance, after each IT system and/or module is implemented, at no cost during its warranty period, for subsequent Contractor software releases of modules in all five environments, including retrofitting any customizations.

C.4.1.21. Make available to OESC any tool utilized or provided by Contractor.

C.4.1.22. Document any third-party product(s) required to install, configure, extend or construct, implement, and maintain each module or IT system comprising the DIW Solution.

C.4.1.23. Obtain written consent from OESC to omit any requirements.

C.4.1.24. Obtain OESC Acceptance of the Business Requirements Document (BRD), before proceeding with "coding" for each identified module or IT system.

C.4.1.25. Develop and maintain new components, and accommodate all existing and new interfaces required to maintain functionality of all OESC functions listed herein.

C.4.1.26. Document the methods and procedures for the recovery and restart for events such as operator error, data error, and hardware/software failure.

C.4.1.27. Provide a solution for "System Availability", performance of the DIW Solution in accordance with all applicable specifications, for each of the following options. OESC reserves the right to select one or more of these solutions, depending on the availability requirements at the time of Award of Contract. Options are:

a. Option A - Solution meets 99% availability per year.
b. Option B - Solution meets 24 x 7 x 365 hardware and software availability using the following high availability technologies and best practices:
    i. Process death detection and automatic restart.
    ii. Clustering.
    iii. Configuration Management.
    iv. State replication and routing.
    v. Load balancing and failover.
    vi. Backup and recovery.
c. Option C - Solution meets hardware and software redundancy using one of the following technologies: Active-active solution or Active-passive solution.

C.4.1.28. Provide the warranty and maintenance for all Contractor supplied hardware and software for the life of the Contract. OESC will purchase all the hardware for the project, but the Contractor will provide hardware specifications and estimates for all the hardware.

C.4.1.29. Conduct walkthroughs of Deliverable documents to enhance OESC understanding and to facilitate the approval process.

C.4.1.30. Provide technical support staff to respond within one hour to all incoming user questions and provide substantive responses within four hours, for 95% of user calls, regardless of the time or day of the call. This requirement will be measured monthly.

C.4.1.31. OESC will accept a "Software as a Service" model or an externally hosted solution..

C.4.1.32. Include OESC stakeholders in documenting interface requirements.

C.4.1.33. Collaborate with OESC staff to create new or modify existing OESC Standards and Procedures for all technology components.

C.4.1.34. Provide resources to work with OESC in planning, designing, developing, testing, and implementing all aspects of the DIW Solution.

C.4.1.35. Provide, plan, design, test, and implement the hardware and software in all environments listed in the RFP.

C.4.1.36. The proposed DIW Solution must provide a solution that enables OESC to host the DIW Solution application and data.

C.4.1.37. Provide a Capacity Analysis Document, which shall include, but is not limited to:

a. Contractor's methodology, detailing the capacity of the proposed system, and be updated as the Project progresses; and
b. Capacity requirements detailing hardware, software, and infrastructure capacity and limitations.

C.4.1.38. Coordinate with OESC IT to develop the Business Continuity and Disaster Recovery Plan, including, but not limited to:

a. Ensure that OESC does not lose revenue or data because of failure of the System;
b. Include provisions for data back-up, off-site storage of back-up, descriptions of recovery activities and terms, and timely restoration of full operations without loss of data;
c. Include manual or alternate methods to maintain business services in the event of System unavailability;
d. Provide the documentation for Business Continuity and Disaster Recovery that addresses:
    i. Technical processes to regularly archive data, in a format and process that conforms to the OESC environment and requirements;
    ii. Disaster recovery procedures to restore systems, applications, and data;
    iii. Criticality analysis to assess the relative criticality of the systems, applications, and data; and
    iv. Database Disaster Recovery, and assist in disaster recovery planning and disaster recovery tests annual exercises of the enterprise database repository throughout the life of this Contract.

C.4.1.39. Produce the Baseline Configuration Document for all hardware, communications equipment, network equipment, application development security principles, security controls, application deployment, and operational configurations.

C.4.1.40. Provide hardware recommendations and software for the seamless synchronization between legacy and the DIW Solution, as referenced herein.

C.4.1.41. Provide hardware recommendation and software for the DIW Solution for each of the following environments:

a. Development;
b. Quality Assurance/Quality Control;
c. User Acceptance and Training; and
d. Production.

C.4.1.42. Include OESC forms and forms content in the DIW Solution. Current OESC forms are listed in Appendix D within Attachment A Business Specification Document.

C.4.2. PROJECT MANAGEMENT REQUIREMENTS

The Contractor shall provide a Project Manager to serve as a focal point for OESC-Contractor communications. This person should have the authority to act on the Contractor's behalf in all matters related to the project. This person shall:

C.4.2.1. Work closely with the OESC Project Manager to ensure adherence to all contractual requirements

C.4.2.2. Serve as the interface between the State and the Contractor during the project

C.4.2.3. Manage Contractor personnel and responsibilities for this project

The Contractor Project Manager's responsibilities should include, but are not limited to:

C.4.2.4. Facilitate, along with the OESC Project Manager, a PMI-based Project Management Methodology.

C.4.2.5. The OESC Project Manager will prepare the Project Plan with the assistance of the Contractor. This Project Plan will include, but not be limited to:

C.4.2.6. Detailed Project Schedule

a. Contractor resources by name or by title must be assigned at the task level and include a unit cost per hour for each resource
b. Required OESC resources by title must be assigned at the task level. All OESC resources should contain a unit cost of $40/hour. State resources should have Max Units of 80% to account for absenteeism, holidays, vacations, meetings, discussions, etc.
c. All tasks must be at least 8 hours of Work but not more than 80 hours of Work (the 8/80 rule applies to total work effort of all staff assigned to the task, it is not applied to duration)

d. The project calendar should reflect all Contractor and OESC holidays.
e. If needed, 2012 holidays should be estimated based on prior years.
f. The project schedule must be delivered to OESC in MS Project 2010 or an earlier version
g. The project schedule should be resource leveled at the time of delivery
h. The Detailed Project Schedule shall be submitted within ten (10) business days of contract award.
i. Project Organization, detailing Contractor roles, OESC roles, and an overall organization chart
j. Change Management Plan
k. Issue Management Plan
l. Risk Management Plan
m. Communication Plan
n. Quality Assurance Plan
o. Status Reporting Procedures, OESC requires, at a minimum, weekly project status reports and monthly executive status reports
p. Work Product Identification (WPI) or all deliverables

C.4.2.7. Project Meetings: OESC requires project status meetings to be held on a weekly basis. Required attendees include the OESC Project Manager, the OESC Technical Lead, the Contractor Project Manager and the Contractor Technical Lead. Other team members may be requested to attend these meetings on an as needed basis.

C.4.2.8. Administer the Project Change Control Process and Procedures in conjunction with the OESC Project Manager.

C.4.2.9. Resolve deviations from the estimated schedule in conjunction with the OESC Project Manager.

C.4.2.10. Help resolve project issues and escalate as necessary.

C.4.2.11. Help mitigate project risks and escalate as necessary.

C.4.2.12. Obtain and provide information, data, and decisions within ten (10) working days of OESC's request unless the Contractor and OESC agree in writing to a different response time.

C.4.2.13. Ensure that all Contractor staffs engaged in this effort adhere to State policies and procedures including but not limited to confidentiality, security, hardware/software equipment and usage.

C.4.2.14. Assist and support the OESC Project Manager should the project encounter difficulties that may require additional reports or increased reporting frequency.

C.4.2.15. Use the OESC designated project management software application or version of Microsoft Project on the OESC project server for all Project-related plans, tasks, documents, issues, risks, and reports throughout the Project lifecycle. The version as of the date of this RFP is MS Project 2010.

C.4.2.16. Update the Project Schedule weekly. Any changes to the project schedule's baseline are subject to OESC prior written approval.

C.4.2.17. Verify that Contractor's staff working on work and resources tasks enters their time worked weekly into MS Project or designated project management software.

C.4.2.18. Assign a full-time, Project Manager to work with the OESC Program Manager. Attend scheduled Project status meetings and meet weekly with OESC Program Manager to provide progress reports and status on all Corrective Action Plans.

C.4.2.19. Review, analyze, and propose the Deliverable content, review, and submission process.

C.4.2.20. Review, critique, and propose Project schedule, scope, and expenditure controls.

C.4.2.21. Review, critique, and propose issue and problem resolution and escalation procedures.

C.4.2.22. Provide Baseline Configuration Document and Project progress PowerPoint presentations in accordance with the Communication Plan; and attend Project meetings.

C.4.2.23. Conduct and document the Project Kickoff Meeting to formally initiate the DIW Solution Project. The OESC Program Manager and Contractor Project Manager will develop the agenda.

C.4.2.24. Verify Contractor key and on-site staff attends the OESC Orientation Session lasting not more than 8 hours to familiarize Contractor with the OESC organization and its business and technical operations. Thereafter, Contractor staff newly assigned to the Project shall complete the Orientation Session within 30 calendar days after assignment. Date and location will be determined by OESC. Remote curriculum will be available for off-site staff.

C.4.2.25. Verify Contractor staff complete the Project Documents Review. Contractor business staff shall review applicable policy, laws, and regulations. Contractor technical staff shall review applicable technical standards. Thereafter, Contractor staff newly assigned to the Project shall complete the Project Documents Review within 30 calendar days after assignment.

C.4.2.26. Provide and maintain Contractor's Human Resources and Staffing Plan, which must describe:

a. Staff numbers, skill sets, qualifications, roles, and responsibilities.
b. How Contractor will hire, train, and replace staff for the Project.
c. How Contractor will house, office, transport, equip, and supply its staff.
d. How Contractor will provide voice and data communication for its staff, especially to and from Contractor's home site.

C.4.3. Business Analysis & System Requirements and deliverables

The State has spent considerable effort gathering the supplied business requirements, business processes and technical requirements included in Attachment A Business Specification Document.

The Contractor shall be required to utilize this information and gather additional information as needed to perform the desired business functions with the features of the Contractor supplied DIW Solution. The Contractor shall be required to develop a Business & System Requirements Document and ensure that revisions are coordinated with State personnel.

Project Deliverables:

C.4.3.1. Business & System Requirements Document, which should include, but is not limited to, the following sections or their equivalent. The State has provided, or will provide, a portion of this information.

a. Detailed Business Requirements and Business Processes
b. Business Rules
c. Business Use Case Specifications and Process Flows
d. Functional Requirements List
e. Mapped Data Elements
f. Interfaces with Current State systems
g. System Use Case Specifications and System Process Flows
h. Business Scenarios
i. Entity Relationship Diagrams
j. Statistical System Performance Metrics
k. New Forms and Reports Specifications
l. New Design Consideration
m. System Security Plan
n. Final DIW System Architecture Document

C.4.3.2. Provide business process analysis, engineering, and re-engineering for enterprise processes and business-unit-specific processes.

C.4.3.3. Conduct data and process mapping from the As-Is business architecture to the proposed To-Be architecture.

C.4.3.4. Work as a liaison among OESC business units to elicit, analyze, communicate, and validate requirements for changes to business processes, policies, and information systems.

C.4.3.5. Consider OESC business problems and opportunities in the context of the requirements, and recommend solutions that enable OESC to achieve its goals.

C.4.3.6. Identify the business rules for translating the values of data elements that exist in multiple legacy systems for conversion purposes.

C.4.3.7. Conduct analysis and design sessions and document business requirements and processes.

C.4.3.8. Produce and maintain the Requirements Traceability Matrix Document, which shall trace the requirements through each stage of system development. High-level concepts, such as Project goals, shall be matched to business requirements, which map to corresponding functions and technical specifications. The Requirements Traceability Matrix Document must:

a. Take into account any changes in scope during the Project lifecycle; and
b. At the end of the Project, show each function built into the system, its source, and the reason that any stated requirements were not delivered, if any. Requirements management is set forth in the Requirements Management Plan.

C.4.3.9. Perform a Gap Analysis between the As-Is Business State and the To-Be Business Architecture for each DIW Solution module, and document and report the gaps to OESC.

C.4.4. Technical Requirements and Deliverables

The Contractor shall provide final technical specifications for all necessary hardware, software, and configuration required for best practice and compatibility within the current OESC technical architecture. This must include any non-standard software or any additional software (fee based or free) that is required to utilize the Contractor software for the core solution, reporting, or any other functions of the system. The Contractor shall assist OESC in determining the correct number of development and test environments using experience from prior engagements. There must be a minimum of two test environments, one training environment, and one production environment. At least one of the test environments must mirror the production environment as much as possible. The Contractor shall provide technical documentation (e.g. text, diagrams, tables) identifying the technical components and their specifications (e.g. operating system, memory…) necessary for this DIW Solution within all Contractor recommended and OESC approved environments. The Contractor must detail components that OESC will be responsible for providing (e.g. hardware, middleware, operating system) and those that the Contractor will provide.

Project Deliverables:

C.4.4.1. System Technical Requirements Document which must include the following:

a. Final Recommendations for hardware, software, and technical architecture
b. Final Recommendation of Operational Environments (e.g. Production, Training, etc.)
c. Installation Plan (with pass/fail criteria for installation)
d. Please describe any access to hardware and/or software in the OESC environment.
e. Single sign-on and active directory integration plan should be included in this technical architecture plan.
f. System Maintenance Manual, which should include, at a minimum, procedures required to:
    i. Apply updates to the DIW software
    ii. Maintain the system database structure
    iii. Perform the backup process for the data
    iv. Perform the periodical data archival process
    v. Perform the periodical log archival process
    vi. Other maintenance tasks as required (before and after implementation)

C.4.4.2. Review the OESC As-Is Technical Architecture and provide the To-Be Technical Architecture Document, and identify any additional information required.

C.4.4.3. Produce the Data Interface Plan detailing how data will be transferred between the DIW Solution and the other OESC systems.

C.4.5. TECHNICAL DEVELOPMENT REQUIREMENTS AND DELIVERABLES

C.4.5.1. Produce the Executable and Source Code per module or IT system defined in the OESC approved Development Methodology.

C.4.5.2. Provide hardware recommendations and the software for the Application Development environment.

C.4.5.3. Provide hardware and software recommendations and estimates for the following environments.

a. Development;
b. Quality Assurance/Quality Control;
c. User Acceptance Testing;
d. User Training; and
e. Production.

C.4.5.4. Contractor will not be responsible for modifying legacy systems software. Contractor shall be responsible when coding is required within a middleware product to interface/integrate with systems. Dual system, that is, legacy and DIW Solution, functionality must be seamless and invisible to the business end-user.

C.4.5.5. Verify enterprise components integrate/interface with legacy systems and ensure integrity of interface synchronization data between both systems.

C.4.5.6. Utilize an integrated development environment approved by OESC.

C.4.5.7. Provide the Performance and Capacity Testing Results based on the Quality and Performance Sections in this RFP.

C.4.5.8. Install and configure software and all hardware required for interfaces.

C.4.5.9. Develop any data interfaces required to support OESC operations.

C.4.5.10. Use industry best practices documentation standards and application-related documentation modeling tools, and adhere to sound modeling principles to ensure standardization and traceability of all system application documentation.

C.4.5.11. Maintain and update all documentation, including, but not limited to, enterprise data models, database, and database administration documentation, until successful completion of DIW Solution Turnover.

C.4.5.12. Maintain the Technical Architecture Document to reflect the implemented architecture.

C.4.5.13. The Contractor will provide the following deliverables:

a. Build Executable Code;
b. Hardware Installation Checklist;
c. Software Installation Checklist; and
d. Operational Manual

C.4.6. QUALITY ASSURANCE (SYSTEM TESTING) MANAGEMENT REQUIREMENTS AND DELIVERABLES

OESC will require the Contractor to perform rigorous unit, system, integration, and performance/stress testing in addition to final user acceptance testing performed by OESC prior to acceptance of the DIW Solution. OESC will perform their own system and integration testing prior to our user acceptance testing once the software has passed the Contractor quality assurance. An important aspect of the overall testing effort will be traceability. All requirements should trace directly to a test or group of tests and each test should trace to a requirement or group of requirements.

OESC will provide personnel, business analysts, testers, and subject matter experts to participate in testing activities. OESC testers will verify system compliance with requirements as documented in the business requirements document.

The Contractor is allowed to use a defect management tool of its choice for all testing prior to OESC involvement. For testing that involves OESC, the Contractor and OESC should reach a mutual decision on the tool used to manage the defect management process. OESC and the Contractor shall report identified system issues and discrepancies to the Contractor using the mutually agreed upon tool.

The Contractor shall be required to provide a Test Management Plan to coordinate the testing activities.

Project Deliverables:

C.4.6.1. Test Management Plan that incorporates, at a minimum, the following:

a. A Requirements Traceability Matrix to ensure all requirements, software features and combinations of software features will be tested.
b. A schedule based on the project schedule for the testing tasks and milestones.
c. Identify various groups that will have responsibility for testing and testing support and describe their responsibilities. Indicate desired minimum resources for each testing phase – Contractor and OESC.
d. Identify any training that Contractor or OESC test team members will need and time frames for obtaining it.
e. Description of the Change Management and Version Control, including the environment updates.
f. Testing Procedures
g. Description of how load or stress testing will be completed as well as the resources needed to conduct this type of testing in our environment.
h. Creation of test scripts and test scenarios for each phase of testing
i. Define test pass / fail criteria
j. Define test suspension and resumption conditions. Define the go/no-go decision criteria to move to the next phase of testing or production – this would include a specified number of high, medium and low defects. For example, we would not be able to go-live with the system if it had more than 0 high defects (showstoppers with no or poor workarounds), 5 medium defects, and 10 low defects – this is just an example.
k. Guidelines for the correction of errors or feature omission and the retesting of each phase

C.4.6.2. Conduct Functional Testing, Unit Testing, Integration Testing, Regression Testing, and Load/Performance Testing on all modules within the appropriate OESC environment. Contractor internal testing shall be performed on all components and functional areas of the system before delivery of the system to OESC. All internal test documents shall be forwarded to OESC for review to ensure Contractor has performed testing of each component. Contractor shall provide adequate staff to assist OESC with User Acceptance testing.

C.4.6.3. If Contractor provides components that have not been tested, or have not been adequately tested, or that failed testing, liquidated damages will be applied, as outlined in this RFP.

C.4.6.4. OESC User Acceptance testing shall not begin until after Contractor has completed thorough internal testing, all programming is complete, and approval of all documents has been received. All Deliverables shall be in accordance with the Deliverable Acceptance criteria of this RFP and in accordance with the Quality Assurance Plan that verifies acceptance procedures and acceptance criteria for each product are defined, reviewed, and approved by program stakeholders prior to test.

C.4.6.5. Any defect identified as a level 3 or 4 and priority 1 or 2 are considered showstoppers.

C.4.6.6. Provide the Testing Results Report for each test, detailing the results of testing and specific recommendations for correcting defects.

C.4.6.7. Assist OESC in developing the User Acceptance Document, and ensure the User Acceptance Document is properly integrated into the overall test plan.

a. Satisfy Unit testing requirements for installation of hardware and software before delivery to OESC.
b. If reviewing or testing identifies a requirement that is not met in whole or in part, OESC will return the Deliverable to Contractor for rework either immediately or upon completion of further review and testing.

C.4.7. QUALITY CONTROL DELIVERABLES

C.4.7.1. Provide hardware and software for the Automated Testing Tools.

C.4.7.2. Develop the Master Test Plan for the DIW Solution.

C.4.7.3. Provide hardware and software for the Design Testing Tool.

C.4.7.4. Provide hardware and software for the Defect Tracking tool.

C.4.8. Training Requirements and Deliverables

The Contractor, in conjunction with the OESC, will be responsible for training of the DIW Solution. To ensure success of this effort the Contractor shall create a detailed plan for the training of the new system. The Contractor will be responsible for the DIW Solution knowledge transfer to the OESC Technical staff.

For the business training of the new solution, the Contractor will be required to train at a minimum six (6) OESC DIW staff. OESC will use a train the trainer approach and train the individual staff.

Project Training Deliverables:

C.4.8.1. Training Plan and User Manuals which should include, at a minimum:

a. A schedule, based on the project schedule that details training tasks and milestones

C.4.8.2. Description of the training required by role in order for OESC to determine the user training schedule and reserve necessary training facilities

C.4.8.3. Technical Staff Training tasks that covers installation, configuration, and maintenance and support of the DIW Solution

C.4.8.4. System End User Training tasks that covers all functional areas of the DIW Solution and includes the new system, business functions and work flows

C.4.8.5. Development of templates for all training related documentation, which includes, but is not limited to:

a. System End User Manual
b. Administration, Operation, and Support Manual
c. End User Training Curricula and Materials
d. Technical and Operations Staff Curricula and Materials
e. Reports training if necessary
f. Training performance objectives
g. Provide the Training Plan, user manuals, which shall adhere to industry best practices training guidelines.
h. Identify in the Training Plan the potential impact to the core business functions within OESC and determine methods to minimize the impact. The training schedule must allow for coverage for regular business functions.

- Deliver Train-the-trainer training for approximately 6 OESC end-user trainers.

C.4.8.6. Deliver Technical training for approximately 10 OESC technical staff initially and allow for 30% turnover per year for the life of the contract.

C.4.8.7. Conduct training at the OESC location.

C.4.9. Implementation Requirements and Deliverables

The Contractor, in conjunction with the State, will be responsible for implementation of the DIW Solution. To ensure success of this effort the Contractor shall create a detailed plan for the implementation of the new system and its associated databases.

Project Implementation Deliverables:

C.4.9.1. Implementation Plan, this plan will include, but not be limited to, the following:

a. A schedule, based on the project schedule that details implementation tasks and milestones
b. Implementation and back-out strategy, with key go/no go decisions points, in case of unforeseen obstacles
c. Retirement of the existing relevant processes and existing systems
d. Setup user accounts – OESC will establish the actual user accounts, access privileges, and access to the systems but the initial load of these users needs to be described and agreed upon in this plan.
e. Conversion plans for any data that needs to be migrated to the new system.
f. Deploy all user workstations/PCs changes related to this implementation (if necessary)
g. Establish a reporting structure for reporting bugs, performing routine maintenance, and trouble shooting
h. Develop the plan for on-site support with the State and Contractor resources to ensure the proper amount of support is available during implementation
i. Develop the plan for on-going maintenance to ensure the proper amount of support is available post implementation. Identify staffing requirements, roles and necessary skills
j. Identify all end-user desktop computing changes (if needed) and ensure those changes are made
k. Performance tuning

    i. Compare actual performance against the expected performance baseline

    ii. Make adjustments to meet expected performance baseline

C.4.9.2. Transfer relevant knowledge regarding Implementation to OESC business and technical staff, utilizing the Knowledge Transfer Agreement.

C.4.9.3. Verify that the DIW Solution has the agreed upon System Availability and correct any system errors encountered, in accordance with the correction procedures.

C.4.9.4. OESC DIW Solution Acceptance Document, which includes the Contractor fulfillment of the following requirements:

a. Maintain all DIW Solution software in accordance with applicable specifications until completion of system turnover.
b. Perform any remaining conversion and training activities.
c. Warrant the functionality and performance of the system in accordance with applicable specifications.
d. Verify that any issues and problems that arise with the operation of the System are resolved.
e. Turnover the system component(s) release to OESC for final acceptance upon successful implementation of each DIW Solution module in all OESC offices.

C.4.9.5. Throughout Implementation, Contractor shall provide ongoing support to OESC Help Desk staff, as follows:

a. Support shall be Specialists with second-tier expertise to respond to Help Desk staff questions and direct issues and problems to the appropriate resolution person, as required.
b. Help Desk will be located at the primary Project site, the OESC operational Help Desk site, or a combination of the two.

C.4.9.6. Provide the User Acceptance Document, which shall include analysis of responses and mitigations for system improvements, revisions to training, and revisions to Implementation procedures for each Pilot and Implementation Deliverable, which shall be based on responses from:

a. Users regarding system Acceptance;
b. Technical staff regarding Implementation procedures; and
c. All staff regarding issues and problems, and resolutions.

C.4.9.7. Produce the Operational Manual Documents per module or IT system defined in the OESC approved Implementation Methodology.

C.4.9.8. Produce the User Product Manual Document per module or IT system defined in the OESC approved Implementation Methodology.

C.4.10. Post-Implementation Requirements

C.4.10.1. Offerors will warranty the system for one year beginning with final acceptance of the system. Offerors will identify annual maintenance costs for the systems for the following four years after the initial warranty expires.

C.4.10.2. Maintain and update the knowledge database, until successful completion of all DIW Solution Turnover.

C.4.10.3. Provide the Turnover Inventory Checklist that identifies all equipment, software, customized code, and licenses that have been transferred to OESC.

C.4.11. Work and Resources

C.4.11.1. Additional Work and Resources will be based on the U.S. Bureau of Labor Statistics North American Industry Classification System (NAICS) 518210 Producer Price Index.

C.4.11.2. OESC may request additional work and resources, including but not limited to:

a. Help Desk staff;
b. Quality Management staff;
c. System Performance staff;
d. Technical staff;
e. Business Analysis staff;
f. Project Management staff;
g. Development staff;
h. Administrative staff;
i. Architecture staff; and
j. Training Staff.

C.4.11.3. Additional work and resources shall be contracted separately as Time and Materials.

C.4.11.4. OESC will identify the Deliverables as needed. All such Deliverables will be subject to OESC acceptance.

D. EVALUATION

D.1. Evaluation and Award

D.1.1. Bids shall be evaluated on the "best value" determination.

D.1.2. The State reserves the right to request demonstrations and clarifications from any or all-responding Bidders.

D.2. Proposal Clarification Questions

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

D.3. Competitive Negotiations of Offers

The State reserves the right to negotiate with one, selected, all or none of the Bidders responding to this Solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue material to an award decision or that may mitigate the State's risks. The State shall consider all issues negotiable and will not be artificially constrained by internal corporate policies. Negotiation may be with one or more Bidders, for any and all items in the Bid.

Firms that contend that they lack flexibility because of their corporate policy on a particular negotiation item shall face a significant

disadvantage and may not be considered. If such negotiations are conducted, the following conditions shall apply:

D.3.1. Negotiations may be conducted in person, in writing, or by telephone.

D.3.2. Negotiations shall only be conducted with potentially acceptable Bids. The State reserves the right to limit negotiations to those Bids that received the highest rankings during the initial evaluation phase.

D.3.3. Terms, conditions, prices, methodology, or other features of the Bid may be subject to negotiations and subsequent revision. As part of the negotiations, the Bidder may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the Bid.

D.3.4. The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

D.3.5. BEST and FINAL – The State may request best and final Bids if deemed necessary, and shall determine the scope and subject of any best and final request. However, the Bidder should not expect an opportunity to strengthen its Bid and should submit its best Bid based on the terms and condition set forth in this solicitation.

D.4. Selection Criteria

D.4.1. OESC will initially inspect each Proposal to determine if it meets all the mandatory qualifications and requirements set forth in Section C.2, Solicitation Mandatory Qualifications and Requirements. The evaluation committee, comprised of OESC staff, will conduct the evaluation of Proposals based on the evaluation process.

D.4.2. OESC will inspect each Proposal to determine if it meets all the requirements set forth in Section E, Instructions to Supplier and Section E.3, Proposal Submission Format. The evaluation committee, comprised of OESC staff, will conduct the evaluation of Proposals that meet the Instructions to Supplier requirements.

D.4.3. The evaluation committee will rank the Proposals for determination of the competitive range ranking. The competitive range of Proposals will be determined on the basis of the Specific Criteria set forth below:

a. Project Management Proposal;
b. Business Proposal;
c. Technical Proposal;
d. References & Experience; and
e. Financial Proposal.

D.4.4. Once each Proposal is scored by the evaluation committee, certain Contractors may qualify for a Demonstration of Product Features and Functions, as described in Phase V below.

a. The evaluation committee will then score the Demonstration of Product Features and Functions. The evaluation committee may also make a recommendation for an Award of Contract, if a clear choice is apparent, or certain Contractors may be contacted to schedule discussion and/or negotiation meetings. The State reserves the right, at its sole discretion, to negotiate with one or more Contractors and may negotiate any part or all of the Contractor's Proposal.
b. Any Award of Contract as a result of this RFP will be made in accordance with Section G, Evaluation and Section E, Instructions to Supplier.
c. OESC reserves the right to reject any Proposal not conforming to Sections herein, with final approval by OMES.
d. Award of Contract may be contingent upon appropriation of funds by federal or State of Oklahoma authorities.

D.5. Evaluation Process

D.5.1. Determination of Solicitation Responsiveness

A responsive Bid is a Bid that meets all the following Solicitation requirements:

D.5.2. Responses will first be reviewed to confirm that all mandatory requirements are met. Responses that do not meet mandatory requirements will not continue through the evaluation process.

a. Response meets all of the general mandatory requirements:
    i. Responding Bidder Information Sheet complete (Form 076)
    ii. Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
    iii. Amendments, if issued, are acknowledged by signature.
    iv. VPAT

b. Response meets all the mandatory requirements as outlined in Section C.2, Solicitation Mandatory Qualifications and Requirements.
c. Response meets all the requirements as outlined in Section E, Instructions to Supplier.

D.5.3. Responses will then be evaluated for Best Value of Products and Services

a. Part I - Business Proposal. Contractor will be evaluated on their ability to meet the overall business needs outlined in this RFP. In particular, the ability to meet the Business Requirements specified within the Business Specification Document. Business related components within the Executive Summary, Overall Implementation Strategy and Project Timeline will be evaluated. OESC will assess the feasibility of the proposed business solution.
b. Part II - Technical Proposal. Contractor will be evaluated on their ability to meet the overall technical needs outlined in this RFP. In particular, the ability to meet the Technical Requirements specified within the Business Specification Document. Technical related components within the Executive Summary, Overall Implementation Strategy and Project Timeline will be evaluated. OESC will assess the feasibility of the proposed business solution.
c. Part III - Project Management Proposal. Contractor will be evaluated on their ability to meet the overall project management needs outlined in this RFP. Project Management Methodology, Listing of Vendor Roles, Listing of State Personnel Project Roles, Processes to Control/Track/Monitor Changes and project management related components within the Executive Summary and Overall Implementation Strategy will be evaluated. The quality and thoroughness of the Project Timeline will be assessed.
d. Part IV – References & Experiences. Contractor will be evaluated on their ability and capacity to perform the work described in this RFP. Contactor must demonstrate experience providing services for same or similar projects and demonstrate the overall success of their implementation. Vendor Resumes will be assessed and References will be contacted.
e. Part V - Financial Proposal. Contractor will be evaluated on the information submitted in Attachment B Cost Sheet. OESC will perform a cost comparison and rate each Financial Proposal against the lowest Financial Proposal received for the same proposed services. OESC will assess the Contractor's fiscal responsibility and cost for RFP deliverables.
f. Part VI - Public Sector Document Imaging & Workflow Experience. Contractor will be evaluated on their experience successfully implementing a Document Imaging & Workflow solution that is currently in production within the Public Sector space. Unemployment Insurance experience within the Public Sector space is preferable.
g. Meeting all requirements outlined above allows the Contractor's solicitation response to proceed to the Demonstration Phase if deemed necessary by OESC. Failure to meet all of the requirements could result in the solicitation response being disqualified. OESC may or may not elect to request demos of one or more contractors who have met all of the requirements.

D.5.4. Demonstration of Product Features and Functions.

a. The State of Oklahoma may require Contractors to demonstrate their product(s), and procedure(s) before determining a final total Demo score.
b. Each Contractor who is required to demo their products will be given a minimum two week notice of date and location of demonstration.
c. Each Contractor will be allotted up to four hours for proposed DIW Solution demonstration.
d. Contractor shall demonstrate in the greater metro area of Oklahoma City, Oklahoma.
e. OESC will select dates and location of demonstration.
f. OESC will provide an overhead, screen and Internet connection for demonstration.
g. Contractor's proposed system integrator team shall demonstrate its ability to meet the requirements of the RFP with its Proposed Solution(s).
h. Contractor's system integrator team shall familiarize State of Oklahoma RFP evaluators with Contractor's proposed hardware, software, methods, and solutions, and demonstrate what the system integrator can do with the proposed product(s). The intent is to view the capabilities and features/functions of the proposed DIW Solution.
i. Representatives of proposed Subcontractors must be present.
j. Contractor shall provide to the State of Oklahoma, at least one week prior to any demonstration, an updated list of names and job descriptions of the proposed attendees.
k. The State of Oklahoma retains the right to exclude or dismiss without notice or cause any person from Contractor's demonstration.
l. Contractor must be prepared to participate in oral presentations and demonstrations to define their solution, introduce their team, and respond to any and all questions regarding their Solicitation response if requested by OMES prior to Award of Contract.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

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

E.2. Preparation of Bid

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

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

E.3. Submission of Bid

E.3.1. All Bids must be submitted to OMES – ISD to the attention of the Procurement Specialist as identified on the front page of this Solicitation. It is the Bidder's sole responsibility to submit information in the Bid as requested by this Solicitation. The Bidder's failure to submit required information may cause its Bid to be rejected.

E.3.2. The Bid should be paginated and indexed in alpha order with reference to specific sections of this Solicitation. All Bids shall be legibly written or typed. Any corrections to Bids shall be initialed. Penciled Bids and penciled corrections shall not be accepted and shall be rejected as non-responsive. Unnecessarily elaborate brochures or other presentations beyond those necessary to present a complete and effective Bid are not desired.

E.3.3. Each Bidder must submit one (1) original hard-copy of the Bid and Seven (7) duplicate copies for a total of Eight (8) hard-copy documents. In addition, each Bidder must submit two (2) copies of the Bid on CD, DVD, or thumb drive for a total of two (2) electronic documents in a "machine readable" format. One (1) CD, DVD, or thumb drive shall be marked as the original and will be considered the official response in evaluating responses for scoring, Open Records Requests, and protest resolution. Each Bid must be submitted in a single sealed envelope, package, or container.

E.3.4. All information relating to price/costs are to be sent in a separate binder/envelope, on a separate CD, DVD, or thumb drive clearly marked as "Price/Cost".

E.3.5. The name and address of the Bidder shall be inserted in the upper left corner of the single sealed envelope, package, or container. The solicitation number and solicitation response due date and time must appear on the face of the single envelope, package, or container.

E.3.6. Bids shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076, and any other forms completed as required by this Solicitation.

E.3.7. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OMES Form 004, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

E.3.8. All Bids submitted shall be consistent with the Oklahoma Central Purchasing Act and associated Rules and subject to the Information Services Act and other statutory laws and regulations as applicable.

E.3.9. By submitting a Bid, Bidder agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack information.

E.3.10. If a Bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in this Solicitation, known to the Bidder, or an error that reasonably should have been known by the Bidder, the Bidder shall submit a Bid at its own risk; and if awarded the Contract, the Bidder shall not be entitled to additional compensation, relief, or time by reason of the error or its later correction. If a Bidder takes exception to any requirement or specification contained in this Solicitation, these exceptions must be clearly and prominently stated in the Bid.

E.3.11. Bidders should note that this Solicitation reflects changes in the existing operation to increase efficiencies and streamline business environments in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance to this Solicitation.

E.4. PROPOSAL SUBMISSION FORMAT

Respondents should provide OESC their RFP response in the format and sections below. Please separate and label each Section by a tab in the binder.

Part I – Solution Response

This part of the response should describe how the vendor's software and/or services will best meet OESC's business and technical requirements.

Section One – Introduction

a) Letter of Introduction

b) Completed "Responding Bidder Information" OMES Form 076.

c) Completed "Certification for Competitive Bid and Contract" OMES Form 004.

d) Signed Amendment(s), if any.

e) Any exceptions to solicitation terms and conditions.

Section 2 – Executive Overview

Please provide an executive overview of your proposed product solution in response to this RFP. For example, how does your solution meet our Business needs?

Please limit your response to this Section to two (2) pages.

Section 3 – Executive Summary of Overall Implementation Strategy

a. Please present an executive summary of the overall strategy and activities you will use to successfully implement your product.
b. Provide an overview of your approach to the gathering of system requirements and their implementation.
c. Provide an overview of your approach to the testing activities that need to occur.
d. Provide an overview, or an example, of your proposed approach to the training, skills transfer, and mentoring activities that need to occur.

Please limit your response to this Section to four (4) pages.

Section 4 – Project Timeline

A timeline for implementing services must be provided with the bid. Please provide a timeline for a successful implementation of your product. Use MS Project and include, at a minimum, task numbers, tasks/milestones/deliverables, duration in days, and delineate Vendor roles and State roles. Include a projected timeline of activities and include a total number of man hours for the entire scope of the project.

Section 5– Project Management Methodology

Briefly describe your project management methodology, including types or methods of management tools and controls you will use to successfully implement your product.

Please limit your response to this Section to six (6) pages.

Section 6 – Listing of Vendor Roles

Vendor Roles:

As a commitment to the success of this project the Vendor shall allocate the following resources to the project. All resources will be available on an "as needed" basis unless otherwise specified. Please list the roles of those Vendor resources.

Section 6 – Vendor Roles			
Department	**Role**	**Number of Staff**	**Responsibility**
Vendor			

Section 7 –Vendor Resumes

Please provide personnel resumes here detailing professional experience and technical competencies for each Vendor role specified. The resumes are to include relevant experience, years of experience, qualifications and education as a minimum.

Section 8 – Listing of State Personnel Project Roles

As a commitment to the success of this project the State will allocate resources to the project. All resources will be available on an "as needed" basis unless otherwise specified.

Please use the following template to list the required State Personnel Roles. Throughout the project, the Vendor shall be responsible for knowledge transfer between the Vendor and State functional and technical personnel. This is intended to allow the State to maintain the system without additional Vendor assistance.

In addition to the below resources, other State personnel will be utilized on the project, as special areas of business and technical expertise are required. In response to this RFP, the Vendor shall complete the template by identifying project roles that the State will need to commit to the project, the numbers of staff desired for that role, and the role's responsibility.

Section 8 – State Personnel Roles			
Department	**Role**	**Number of Staff**	**Responsibility**
State	*Executive Sponsors*	*1*	
State	*OESC IT Project Director*	*1*	
State	*OESC IT Project Manager*	*1*	
State	*OESC Technical Manager*	*1*	
State	*OESC Business SME*	*1*	

Section 9 – Processes to Control, Track & Monitor Changes to Project Contract

Please describe the process that will be used to affect changes to the project should they be required. This should include escalation procedures and any forms required to implement the process.

Please limit your response to this Section to six (6) pages.

Section 10 – DIW Vendor Response Requirements

Attachment A Business Specification Document describes the requirements for this solution. Please review this attachment for the overall business and technical requirements, as well the context of the current state and future state business processes for DIW. Additionally, please respond with Appendices B and F where the specific requirements and questions exist.

Please reference the following when considering how your solution meets OESC's requirements:

Business Requirements - Please rank each requirement, utilizing the scale below, based on your ability to deliver the desired functionality. Please respond to all requirements; partial submissions will not be considered.

Requirement Ranking:

1 – Cannot provide

2 – Available through custom coding only

3 – Partially meets the requirement and through custom coding fully meets the requirement

4 – Fully meets the requirement

5 – Functionality exceeds the requirement

Technical Requirements - OESC believes that the majority of the requirements identified for these applications can be met by packaged software products with a minimum of software modifications. Each contractor should review the specifications listed and respond as to their availability within the contractor's software system.

Please categorize each requirement, utilizing the categories below, based on your ability to deliver the desired functionality. In addition to completing the Availability column, please complete the Cost and Comment columns as necessary. The Cost column only applies to items marked with an M or F in the Availability column. If the solution is comprised of various systems, please denote on each of the requirements which system(s) fulfills that requirement or portion of that requirement. Please respond to all requirements; partial submissions will not be considered.

Availability Category:

Y = Standard or configurable feature

M = Requires custom modification

F = Future planned release within 1 year

N = Not supported or planned for support

Additional space has been provided to allow all vendors submitting a response to provide any additional technical requirements that they feel are relevant. Please explain why these additional technical requirements will enhance the solution.

Please define the exact method of integration for the new solutions. Will it be fully embedded or via an external call through either using API, web services, DDE, or other methods?

Section 11 – References

Contractor should provide a minimum of three (3) references. OESC will only attempt to contact the references two (2) times. Please include the reference's contact information (Business or agency name, contact name, title, phone, email). The reference contact should be a person who is knowledgeable about the experience and the final outcome of the engagement, and is willing and available to discuss the project with OESC. References that are unreachable or unavailable within 48 hours of contact will be recorded as a 'non-response' on this item.

Section 12 – EITA Compliance

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

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

<u>Part II – Financial Proposal</u>

The vendor should provide the financial investment to implement the solution provided in Attachment B Cost Sheet.

E.5. Bid Change

If the Bidder needs to change a Bid prior to the Solicitation Closing Date and Time, a new Bid shall be submitted to the State with the following statement: "This Bid supersedes the Bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. Solicitation number and solicitation closing date and time must appear on the face of the single envelope, package, or container.

E.6. Solicitation Amendments

E.6.1. If an "Amendment of Solicitation", OMES Form 011 (or other format as provided), is issued, then the Bidder shall acknowledge agreement with each such Amendment of Solicitation by signing and returning the Solicitation Amendment. An executed Amendment may be submitted with the Bid or may be forwarded separately. If forwarded separately, the executed Amendment must contain this Solicitation number and Closing Date and Time on the front of the envelope. The State must receive the executed Amendment by the Closing Date and Time specified for receipt of bids for the Bid to be deemed responsive. Failure to agree to a Solicitation Amendment may be grounds for rejection.

E.6.2. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this Solicitation. All Amendments to this Solicitation shall be made in writing by the State.

E.6.3. It is the Bidder's responsibility to check the State's website frequently for any possible Amendments to this Solicitation that may be issued. The State is not responsible for the Bidder's failure to download any amendment documents required to complete its Bid.

E.7. Proprietary and/or Confidential

E.7.1. Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a Bidder submits as part of or in connection with a Bid are public records and subject to disclosure. If a Bidder claims any portion of its Bid as financial or proprietary confidential information, the Bidder must specifically identify what documents or portions of documents are considered confidential and identify applicable law supporting the claim of confidentiality. In addition, the Bidder shall submit the information separate and apart from the Bid and mark it Financial or Proprietary and Confidential. Pursuant to the Oklahoma State Finance Act, the State CIO shall make the final decision as to whether the separately submitted information is confidential.

E.7.2. If the State CIO does not acknowledge the information as confidential, OMES – ISD will return or destroy the information with proper notice to the Bidder and the information will not be considered in the evaluation. A Bid marked, in total, as financial or proprietary and/or Confidential shall not be considered.

E.8. Oklahoma Open Records Act

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

E.9. Communications Concerning Solicitation

The procurement specialist 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 Bid being considered non-responsive and not considered for further evaluation.

E.10. Administrative Review

E.10.1. Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the procurement specialist listed herein. To be considered a request for review must be received no later than 3:00 P.M. Central Time on September 4th, 2014. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to this Solicitation. Requests for administrative review of technical

or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.11. General Solicitation Questions

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

https://wiki.ok.gov/display/itprocurement/2900000090

E.11.1. Questions received via any other means will not be addressed. To register with the State of Oklahoma for wiki access, please follow the link below to request access.

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

E.11.2. In order to guarantee that wiki access is created prior to closing date for submitting questions for a solicitation, please request access at least five (5) business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a Bidder's lack of access if the request is not made within this timeline.

E.11.3. When posing questions, every effort should be made to:

a) be concise

b) include section references, when possible; and

c) avoid use of tables or special formatting (use simple lists).

E.11.4. These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES - ISD website and linked on the wiki. Bidders are advised that any questions received after 3 p.m. Central Time on Sept. 12, 2014 shall not be answered.

E.12. P-Cards

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

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

Yes ☐ No ☐ (check one)

E.13. Electronic Funds Transfer (EFT)

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

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

Yes ☐ No ☐ (check one)

E.14. Awardee Financial Status

Prior to award the State may choose to request information from the Bidder to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required). If the Bidder is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Bidder who is deemed financially weak. The State reserves the right to determine financial status at its sole discretion.

Clarification or additional documents may be requested.

E.15. Notice of Award

A notice of award in the form of a purchase order or other Contract Documents resulting from this Solicitation shall be furnished to the successful Bidder and shall result in a binding Contract.

F. ATTACHMENTS

Attachment A

Attachment B Cost Sheet

G. OTHER

CONTRACTORS PRECLUDED FROM BID

The Persimmon Group, LLC

H. PRICE AND COST

Offerors must identify in the proposal and on the Department of Central Services solicitation the total cost of the service or product being bid. The offeror must identify all costs associated with providing the service or product to the agency. No travel, lodging or other incidental costs associated with providing this service will be paid by the state. OESC will not be responsible for any charges not specifically identified by the offerer in this proposal.

Please complete Attachment B – Cost Sheet.

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[1]:**

☐ YES – Permit #: _____

☐ NO - Exempt pursuant to Oklahoma Laws or Rules

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

☐ YES – Filing Number: _____

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

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

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

☐ YES – include a certificate of insurance with the bid

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

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

[1] For frequently asked questions concerning Oklahoma Sales Tax Permit, see http://www.tax.ok.gov/faq/faqbussales.html
[2] For frequently asked questions concerning Workers' Compensation Insurance, see http://www.ok.gov/oid/Consumers/Workers'_Compensation/index.html

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

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

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

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature	Certified This Date
Printed Name	Title
Phone Number	Email
Fax Number	

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

Voluntary Product Accessibility Template Instructions

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

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

Oklahoma EITA Procurement Clause:

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

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

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

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

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

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

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

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

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

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

Remarks & Explanations (third section on VPAT)

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

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