



**State of Oklahoma
Office of Management and Enterprise
Services/ISD Procurement**

Solicitation

1. Solicitation#: 5850000473

2. Solicitation Issue Date: 06/12/2015

3. Brief Description of Requirement:

The State of Oklahoma Office of Management and Enterprise Services, Information Services, on behalf of Department of Public Safety, is seeking the procurement and implementation of a proven commercial-off-the-shelf web-based solution to modernize DPS's existing business systems. The proposed solution will be state hosted.

4. Response Due Date: 07/21/2015

Time: 3 p.m. Central Time

5. Issued By and Return Sealed Bid To:

Office of Management & Enterprise Services
5005 N. Lincoln Blvd., Suite 200
Attention: Reception
Oklahoma City, OK 73105

6. Contracting Officer:

Name: Hurtisine Franklin
Phone: 405- 521-6419
Email: Hurtisine.Franklin@omes.ok.gov

7. Solicitation Type: Request for Proposal

Communications Concerning Solicitation

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



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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. Definitions

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- A.1.2. "Addendum" means a written modification to a contract.
- A.1.3. "Alteration" means a modification a bidder makes to a solicitation response prior to the response due date.
- A.1.4. "Alternate or alternative offer" means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.
- A.1.5. "Amendment" means a written restatement of or modification to a Contract Document executed by both parties.
- A.1.6. "Bid" means an offer in the form of a bid, proposal or quote an bidder submits in response to a solicitation.
- A.1.7. "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier", "vendor", or "bidder" responding to a solicitation.
- A.1.8. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute.
- A.1.9. "COTS" means software that is commercial off the shelf.
- A.1.10. "Contract" means this document, as may be amended from time to time, which together with other Contract Documents, evidences the final agreement between the parties with respect to this statewide contract for the Products.
- A.1.11. "Contract Document" means, when executed by all applicable parties, this Contract, Attachments to this Contract, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.
- A.1.12. "Contractor" means the Business Entity with whom the State enters into this contract.
- A.1.13. "Close of business" means 5:00PM Central Time.
- A.1.14. "Closing Date" is the date the RFP closes, also proposal opening date, and response due date,
- A.1.15. "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing. The term "Interlocal Entity is inapplicable to this Solicitation.
- A.1.16. "Minor Deficiency" or "minor informality" means an immaterial defect in a response or variation in a bid from the exact requirements of a solicitation that may be correct or waived without prejudice to other bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- A.1.17. "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term.
- A.1.18. "Bidder" shall be synonymous with "vendor", "bidder" , or other similar term.
- A.1.19. "OMES" means the Office of Management and Enterprise Services for the State of Oklahoma.
- A.1.20. "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.



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- A.1.21. "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.22. "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to the Office of Management and Enterprise Services - ISD.
- A.1.23. "State Entity" means any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.
- A.1.24. "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.
- A.1.25. "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for a bidder to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation.
- A.1.26. "Utilities" means Vendor'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 Vendor in writing prior to execution of this Contract.

A.2. Offer Submission

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



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or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance on this exclusive solicitation.

A.3. Solicitation Amendments

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

A.4. Offer Change

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

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

By submitting an offer to this solicitation:

- A.5.1. The Bidder certifies that the Vendor and their principals or participants:
- A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
- A.5.1.2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and
- A.5.1.4. Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.
- A.5.2. Where the Vendor is unable to certify to any of the statements in the certification above, Vendor shall attach an explanation to this offer.
- A.5.3. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
- A.5.3.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;
- A.5.3.2. Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in



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connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.3.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.6.3.1 of this certification; and

A.5.3.4. Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.

A.5.4. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its offer.

A.6. Offer Public Opening

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

A.7. Offers Subject To Public Disclosure

A.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 an offer are public records and subject to disclosure. Bidders claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. It is the sole discretion of the State CIO shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

A.7.2. If the CIO agrees the information is proprietary, ISD will maintain the information as Confidential. If the CIO does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the bidder and the evaluation will be completed without consideration of the information marked Proprietary.

A.7.3. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED.

A.8. Oklahoma Open Records Act

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

A.9. Late Offer

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

A.10. Legal Contract

A.10.1. Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.

A.10.2. The contract resulting from this solicitation shall consist of the following documents in order of preference: State of Oklahoma Statutes, contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer does not conflict with the requirements of the contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the contract award documents



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prevail over the solicitation, and both the contract award documents and the solicitation shall prevail over the successful offer.

- A.10.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.
- A.10.4. All transactions related to this solicitation, and any contract resulting therefrom, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.11. Pricing

- A.11.1. Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.
- A.11.2. Bidders guarantee unit prices to be correct.
- A.11.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in performance of the contract shall be included in the total bid price/contract amount.
- A.11.4. All costs incurred by the bidders for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the bidders. The State of Oklahoma shall not reimburse any bidder for any such costs.

A.12. Firm Fixed Price

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

A.13. Pricing Requirements

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

A.14. Manufacturers' Name and Approved Equivalent

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

A.15. Rejection of Offer

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

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

A.16. Award of Contract

- A.16.1. The State may award the contract to more than one 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 by the State to be in the best interest of the State of Oklahoma.
- A.16.2. Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.
- A.16.3. In order to receive an award or payments from the State of Oklahoma, vendor must be registered. The vendor registration process can be completed electronically through the DCS website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.



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A.16.4. It is the preference of the State to award to a single vendor. However, the State reserves the right to award to multiple vendors when it has been determined to be in the best interest of the State.

A.17. Contract Modification

A.17.1. The contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The contract may be modified only through a written Contract Modification, signed by the State.

A.17.2. Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Office of Management and Enterprise Services - ISD in writing, or made unilaterally by the contractor, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the contractor shall not be entitled to any claim under a contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant contract.

A.18. Delivery, Inspection and Acceptance

A.18.1. All deliveries shall be F.O.B. Destination. The Vendor 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 Vendor until accepted. The Vendor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.

A.18.2. Vendor shall be required to deliver Products as offered on or before the required date. Deviations, substitutions, or changes in the Products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

A.19. Invoicing and Payment

A.19.1. Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.

A.19.2. State Acquisitions are exempt from sales taxes and federal excise taxes.

A.20. Audit and Records Clause

A.20.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the Vendor agrees any pertinent state or federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.

A.20.2. The Vendor is required to retain records relative to this Contract for the duration of this Contract and for a period of seven (7) years following completion and/or termination of this Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, any State Entity or Interlocal Entity may terminate its obligations under this Contract if sufficient appropriations are not



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made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts due for multiple year agreements. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Vendor.

A.22. Choice of Law and Venue

- A.22.1. Any claims, disputes or litigation relating to the Contract Documents, singularly or in the aggregate, or the execution, interpretation, performance, or enforcement thereof shall be governed by the laws of the State of Oklahoma, or in the case of an Interlocal Entity, in the state in which the Interlocal Entity is located, without regard to application of choice of law principles.
- A.22.2. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents shall be in Oklahoma County, Oklahoma, or in the case of an Interlocal Entity, as agreed to between such Interlocal Entity and Vendor or as otherwise provided by applicable law.

A.23. Termination for Cause

- A.23.1. The Vendor may terminate this Contract in whole or in part for default by the State 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 by the vendor or any other just cause upon a thirty (30) day written notification to the Vendor.
- A.23.2. The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Vendor, when violations are found to be an impediment to the function of the State and detrimental to the cause of a procuring State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Vendor immediately upon any of the foregoing conditions in this subsection.
- A.23.3. The State retains all of its rights and remedies against the vendor for its violation or breach of the terms hereof, and the state does not waive any such right in the event it elects to terminate this Contract according to the terms of § A.23.1 and §A.23.2.
- A.23.4. If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for Products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.24. Termination for Convenience

- A.24.1. The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Vendor 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 Vendor upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.
- A.24.2. If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for Products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

A.25. Insurance

The Vendor 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 Vendor has any obligation under a Contract Document:

- a) Worker's Compensation and Employer's Liability Insurance in accordance with applicable law.



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

A.26. Employment Relationship

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

A.27. Compliance with the Oklahoma Taxpayer And Citizen Protection Act Of 2007

The Vendor 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. Vendor agrees that compliance with the certification set forth in this section shall be a continuing obligation.

A.28. Compliance with Applicable Laws

A.28.1. In connection with its performance of obligations under the terms of this Contract, the Vendor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances and orders, as amended, including but not limited to the following:

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

A.28.2. The Vendor shall maintain all applicable licenses and permits required in association with its obligations hereunder.

A.28.3. The Vendor shall inform its employees or agents who perform services for the State under this Contract of the Vendor's obligations hereunder and shall require its employees or agents to comply accordingly. At the request of the State, Vendor shall promptly provide adequate evidence that such persons are its employees or agents and have been informed of their obligations hereunder.

A.29. Gratuities

The rights of Vendor under the terms of this Contract may be immediately terminated , in whole or in part, by written



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notice if it is determined that the Vendor, 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 Vendor determined to be guilty of such a violation may be suspended or debarred.

A.30. Preclusion from Resulting Contracts

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

A.31. Mutual Responsibilities

The State and contractor agree that under this Agreement:

- A.31.1. Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- A.31.2. This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.31.3. Each party grants the other only the licenses and rights specified in the Contract Document.
- A.31.4. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by either party is required under this Contract, such action shall not be unreasonably delayed or withheld

A.32. Background Checks and Verifications

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

A.33. Confidentiality

- A.33.1. The Vendor shall maintain strict security of all State data and records entrusted to it or to which the Vendor 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 Vendor for performance of its obligations hereunder. The Vendor further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or state laws, rules and regulations. If Vendor utilizes a permitted subcontractor, Vendor 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 Vendor, to the extent applicable. Such written assurance may be set forth in the required subcontractor agreement referenced herein.
- A.33.2. No State data or records shall be provided or the contents thereof disclosed to a third party unless specifically authorized to do so in writing by the State Chief Information Officer, the Director of a procuring State Entity or in compliance with a valid court order. The Vendor shall immediately forward to the State and the State Chief Information Officer any request by a third party for data or records in the possession of the Vendor or any subcontractor or to which the Vendor or subcontractor has access and Vendor shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.

A.34. Unauthorized Obligations

At no time during the performance of this Contract shall the Vendor 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, Vendor shall cease the project and contact the appropriate procuring entity for written approval prior to proceeding.



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A.35. Electronic and Information Technology Accessibility

Vendor 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 Vendor 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 Vendor. 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, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

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

A.36. Patents and Copyrights

- A.36.1. Without exception, the Products prices shall include all royalties or costs owed by the Vendor to any third party arising from the use of a patent or copyright.
- A.36.2. If a third party claims that any portion of the Products provided by Vendor under the terms of this Contract infringes that party's patent or copyright, the Vendor shall defend the State against the claim at the Vendor'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 Vendor in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Vendor 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 Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section but Vendor shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.
- A.36.3. If such a claim is made or appears likely to be made, the Vendor 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 Vendor determines that none of these alternatives is reasonably available, the State shall return such portion of the Products at issue to the Vendor, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other Products which are rendered materially unusable as intended due to removal of the portion of Products at issue.
- A.36.4. Vendor has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Vendor, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Vendor; (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 Vendor as a system or (iv) infringement solely by a non-Vendor product that has not been provided to the State by, through or on behalf of the Vendor as opposed to its combination with products Vendor provides to or develops for the State as a system.

A.37. Assignment

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

A.38. Severability

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



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A.39. Paragraph Headings

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

A.40. Failure to Enforce

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

A.41. Conflict of Interest

A.41.1. Vendor must provide immediate disclosure of any contractual relationship or any other relevant contact with any State personnel or another State contractor or vendor involved in the development of a Vendor's response to any solicitation resulting in this Contract. Any conflict of interest shall, at the sole discretion of the State, be grounds for termination of project involvement.

A.41.2. In addition to any requirement of law or through a professional code of ethics or conduct, the Vendor and the Vendor'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 Vendor has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.

A.42. Limitation of Liability

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

A.43. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.43.1. In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.

A.43.2. Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Vendor 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 Vendor may supply during the downtime (repair) of equipment purchased or leased through this Contract. If a device has to be removed from a location for repairs, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

A.44. Offshore Services

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

A.45. Failure to Provide

The contractor's repeated failure to provide defined services, without reasonable basis as determined by the sole



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discretion of the State of Oklahoma's Chief Information Officer, shall constitute a material breach of the contractor's obligations, which may result in cancellation of the contract.

A.46. Agency Policies

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

A.47. Compliance with Technology Policies

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

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

A.48. High Technology System Performance and Upgrades

A.48.1. If an Acquisition pursuant to the Contract includes a "high technology system" as defined under Oklahoma law, the Vendor 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 Vendor does not plan such system upgrades or improvements, the Vendor shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.

A.48.2. Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Vendor; the Vendor 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 Vendor providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

A.49. Emerging Technologies

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

A.50. Ownership Rights

A.50.1. Any software developed by the Vendor 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 Vendor's Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Vendor grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the Products.

A.50.2. Except for any Utilities, all work performed by the Vendor of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

A.50.3. In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Vendor hereby irrevocably grants to the



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State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the Products.

- A.50.4. Vendor 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. Vendor shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.
- A.50.5. If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Vendor.
- A.50.6. It is understood and agreed that the Software is being developed by the contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on contractor's reusable or pre-existing intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- A.50.7. Except for any utilities, all work performed by the contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

A.51. Source Code Escrow – Reference Title 62 O.S. § 34.31

If required under applicable Oklahoma law relating to customized computer software developed or modified exclusively for a state agency, the Vendor 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. Vendor 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 Vendor under the agreement with the agency;
- b) An assignment by the Vendor for the benefit of its creditors;
- c) A failure by the Vendor to pay, or an admission by the Vendor of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the Vendor 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 Vendor's property;
- f) The inability or unwillingness of the Vendor to provide the maintenance and support services in accordance with the agreement with the agency;
- g) The ceasing of a Vendor of maintenance and support of the software; or
- h) Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

A.52. Right to Renegotiate

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

A.53. Used or New Products

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



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A.54. Publicity

The award of this Contract to Vendor is not in any way an endorsement by the State of Vendor or the Products and shall not be so construed by Vendor in any advertising or publicity materials. Vendor 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. Vendor further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this Contract without obtaining the prior written approval of the State.

A.55. Mandatory and Non-Mandatory Terms

A.55.1. Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Bidder's Proposal.

A.55.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection.

A.56. Non Tobacco – Smoke Free

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

A.57. OMES/ISD / Agency Relationship

Pursuant to Title 62 of the Oklahoma Statutes OMES is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. OMES acquires necessary hardware and software, and authorizes the use of same by other State agencies."

A.58. Federal Terms and Conditions

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

A.58.1. Equal Opportunity and Discrimination

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

A.58.2. Lobbying

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

A.58.3. Drug-Free Workplace

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

A.58.4. Environmental Protection

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



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A.59. Acceptance of Request for Proposal Content

Unless otherwise provided in Section One (see §E.10.1) herein) (of the Vendor's response to this Request for Proposal, all Offers shall be firm representations that the responding Vendor has carefully investigated and will comply with all terms and conditions contained in this Request for Proposal Upon award of any contract to the Successful Vendor, the contents of this Request for Proposal, as may be amended by the Vendor's response in Section One, shall become contractual obligations between the parties. Failure to provide all proposed amendments to the terms and conditions contained in this Request for Proposal in Section One of the Contractor's response may cause the bid to be rejected from consideration for award.

A.60. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Glossary of Terms

B.1.1. Contractor – A vendor, bidder, or bidder that has been awarded a contract by the State.

B.2. Contract Term, Renewal and Extension Option

B.2.1. 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 **nine (9) options** to renew maintenance and support, each for duration of one (1) year.

B.2.2. 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.2.3. The State, at its sole option, may choose to exercise an extension for 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent 90 day extensions, by mutual consent and at the contract compensation rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to new contractor.

B.2.4. Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

B.2.5. 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. Obligations of Permitted Subcontractor

B.3.1. If the Vendor is permitted to utilize subcontractors in support of this Contract, the Vendor shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Vendor in connection with provision of the Products, the Vendor shall obtain written approval of the State of such subcontractor and each employee of such subcontractor proposed for use by the Vendor. Such approval is within the sole discretion of the State. As part of the approval request, the Vendor shall provide a copy of a written agreement executed by the Vendor and subcontractor setting forth that such subcontractor is bound by and agrees to perform the same covenants and be subject to the



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same conditions, and make identical certifications to the same facts and criteria, as the Vendor under the terms of all applicable Contract Documents. Vendor agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

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

B.4. Warrants

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

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

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



C. SOLICITATION SPECIFICATIONS

C.1. Overview

The State of Oklahoma Office of Management and Enterprise Services (OMES) Information Services Division (ISD) on behalf of The Oklahoma Department of Public Safety (DPS), is seeking the procurement and implementation of a proven **Commercial off the Shelf (COTS) Web based solution**. **The proposed solution is expected to contain a minimum of 80% COTS configuration with a maximum of 20% custom code; however, a preferred solution will contain a 90% or in excess COTS configuration with a maximum of 10% custom code. The Awarded vendor cannot have any proprietary rights to the proposed solution. DPS expects to retain all rights to any modifications or configurations to the proposed solution and ownership of future licenses. DPS expects to be the licensee of all software provided. The proposed solution will be state hosted.**

The intent is to modernize DPS's existing business systems in an effort to take control of its future and transform itself into a 21st Century operating environment. The modernization project will move DPS to a more practical platform which will reduce ongoing costs and provide a lower-risk core architecture to support future DPS needs. A modernized system will utilize modern technologies that support a service-oriented architecture with a built-in redundancy. DPS is interested in a client/server or web based platform to reduce ongoing costs and provide lower risk core architecture to support future needs. The proposed system will replace the existing mainframe in order to eliminate dependence on antiquated technologies and limited technical resources to support such a system. The proposed solution will be an IT system that makes maximum use of the web and creates a customer friendly self-help environment for Oklahoma citizens and an intelligent easy to use common information platform for DPS employees. DPS Envisions a system that will interface and work closely with OK.gov services which is currently working on web access solutions for public acquisition of many DPS.

For Informational, purposes please see the following Exhibits:

Exhibit 'A' DPS Background,

Exhibit 'B' Current Architecture/Environment,

Exhibit C, Core Business Divisions,

Exhibit "D", Non-Core Business Divisions and

DPS Glossary of Terms

The process being used for this specific solicitation will be The Performance Information Procurement Systems (PIPS) –Best Value Process developed by Arizona State University Performance Based Studies Research Group (PBSRG).

Vendors who responded to the Sources Sought Notice and participated in the Vendor Pre-education meeting can visit the PBSRG web site for an overview of The Best Value Business Model Overview @ <http://pbsrg.com/best-value-model/>



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C.2. Expectations

A proven solution applicable to DPS's functions of Public Safety, Law Enforcement, Driver License Issuance, and Records Repository for law enforcement and driving records. The proposed solution should include the technological systems requirements applicable to such functions, processes and demonstrate expert experience in developing, implementing and maintaining systems of similar size and scope where the data is typically tied to data initially generated through the driver license issuance process."

Overall, the proposed solution is expected to possess the architecture to integrate predominately COTS software packages that are integrated to minimize custom coding, such that each module is expected to have a declared percentage of custom code versus COTS components in its presentation. The solution is expected to interface with business partners through existing web services specifications. A web based platform utilizing proven technologies such as .Net or Java is preferred. Industry-standard relational database such as SQL Server or Oracle is preferred. It is expected to meet all applicable Federal and State requirements including, but not limited to Commercial Driver's License (CDL), American Association of Motor Vehicle Administrators (AAMVA), etc.

DPS expect the current environment and systems to be retained and used through the installation, and testing to full complete implementation and acceptance of the new system.

DPS expects the Web based COTS solution to have the following capabilities

C.2.1. Web-Enabled

The ability for outside stakeholders such as court clerks and the public to interact with the agency via the web and web services; and allows employees to access reports and/or different services from off-site locations.

C.2.2. Near Real-time Processing

Provide secure near real-time processing and access to data based on defined business rules in receiving and sending data from internal and external entities. Information and transaction outputs will be available as soon as the transaction has been completed.

C.2.3. Customer Centric System

"The foregoing solution is expected to contain a customer-centric model that effectively supports DPS customer relationship management, including a single customer record (DL, ID, or Setup Number) utilized to encompass all Driver License, ID card, and employee information.

C.2.4. Access to Data

Data storage with the ability to access statistical data and information, through ad hoc and standard reporting. A report generalized framework utilizing DPS business rules, and the ability to generate statistical data and information through customizable and standard reports.

C.2.5. User and Infrastructure Security and Single Sign On

Microsoft Active Directory is the primary method to be used for single-person sign on.

Expectations

- a) Active Directory supplemented by two factor authentication as required (Active Directory will be used).
- b) Single sign on with access to data, fields and values, screens, and system processes limited to authorized users only. User authentication, segmenting, and tracking access based on user roles and responsibilities (role-based security)."
- c) Configurable as to allocation of authorization and privilege.
- d) User levels and security should be table driven (utilize Active Directory).



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- e) Enhanced security and fraud prevention by tracking patterns of suspicious activity (customer and employee), producing automated reports, and creating systems alerts to potential safety, security, and risk management issues.
- f) Provide positive access control while denying unauthorized entry.
- g) Infrastructure security to include but not be limited to the notification of intrusion, spoofing, phishing, virus infection and the denial of services.

C.2.6. Relational Database

Expectations

- a) An industry-standard relational database.
- b) Minimal de-normalization for performance considerations
- c) The ability to exploit hardware capabilities, and critical data rules will be maintained.
- d) The ability to perform adequately under high volume.

C.2.7. Database Design

Expectations

- a) A database design scheme that uses a person-centric model that preserves data integrity with a standardized entity relationship that meets national standards like NIEM and CJIS specifications.
- b) The entity relationships normalized to minimize instances of inefficient repetition of data.
- c) Database design that supports inherent security features that feature principles of role based security within each module and a highly configurable privilege management scheme.
- d) The fields defined in each entity must adhere to standard naming conventions.
- e) A graphic user interface (GUI) shall be standardized throughout the system

C.2.7.1. Elimination of Multiple Entry of Data

- ❖ Provide a database that allows fields of information to be available for use for of different processes and different functions and by different users, ensuring no redundancy of data entry

C.2.7.2. Batch and 1 to 1

- ❖ The proposed solution should contain both a batch and a one-to one process in the entry of records.

C.2.7.3. Business Rules Engine

- ❖ A Business Rules Engine to be included in the proposed solution that is fully integrated with the Customer Relations Management application and the Enterprise Bus.

C.2.8. Data Center Interfaces

Expectations

- a) The ability to communicate with business partners by providing a consistent method for interfacing and a consistent message format for exchanging data.



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- b) Web-based services
- c) Interfacing capabilities for internal applications including credential printing, imaging, and the existing external website.
- d) The interface is expected to have the ability for each exchange to be accessed and migrated to use full web services standards and adapters that identify where exchanges are sent to or received from legacy systems.
- e)

C.2.9. Maintenance and Modification

Expectations

- a) A re-configurable system, easy to use, affordable, maintainable, and expandable to meet the agency's future needs and comply with legislative changes and agency directives and mandates directed to the agency.
- b) Provide the opportunity to integrate all of our current data streams into some form of intelligent network.
- c) Allow users to access the information needed to carry out their daily work functions while automatically linking related information threads from across the entire system.
- d) Eliminate redundant data entry and once data has been entered, it shall never have to be re-keyed again.
- e) easy to maintain and modify to accommodate frequent legislative changes, federal directives, and necessary enhancements
- f) Application logic will be table driven where feasible and meet system and business performance requirements.
- g) Programs shall be structured and well documented and easily support changing business rules.
- h) Modular with programs organized to maximize the re-use of common logic.
- i) Programs shall be designed for ease of maintenance and impact analysis
- j) A business-rules engine
- k) The proposed solution is expected to include a centralized capability to deploy and manage application changes to all modules.

C.2.10. Backup/Redundancy/Data Recovery

Expectations

- a) Fully redundant with no single point of failure.
- b) Designed with fault tolerance in mind at an overall application architecture level.
- c) Data recovery and back up operations with the same real time standard met by the system.

C.2.11. Scalable



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Expectations

The number of clients to grow significantly with a linear increase in network and server load, and should be able to row in predictable scalability without needing a major infrastructure overhaul in network or server load. Amount of data will have the ability to increase substantially without degradation of performance and response time.

C.2.12. Compliance

Expectations

The proposed solution should meet the standards of the following entities and legislation:

- a) **AAMVA** - American Association of Motor Vehicle Administrator
- b) **NIEM** - National Information Exchange Model
- c) **HIPPA** - Health Insurance Portability and Accountability Act
- d) **CJIS - Criminal Justice Information Services**
- e) **DPPA - Driver's Privacy Protection Act**
- f) **PCI DSS** - Payment Card Industry Data Security Standards
- g) **LEITSC**- Law Enforcement Information Technology Standards Council

C.2.13. User interface

Expectations

- a) An intuitive and user friendly design solution
- b) User-centered design that will optimize the product around how users can, want, or need to use the system, rather than forcing the users to change their behavior to accommodate the system.

C.2.14. Data Exchange

DPS currently hosts many information exchanges that are critical to the private, public and law enforcement services provided to its customers and affiliates.

Expectations

- a) The ability for each exchange to be assessed and migrated to use full web services standards and adapters that identify where exchanges are sent or received from legacy systems.

C.2.15. Driver License/ID Notice

The Driver License/ID application (DL-10) is a document generated out of the Identification and Driver License Application process and includes a series of Notices. **Applicant and Examiner signatures are required.**

These notices apply to the following:

- Registration requirements for violent crime convictions
- Social security number use
- Notice about making false claims or statements during the application process



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- Registration requirements for convicted sex offenders.

Expectations

The ability to generate notices required under the driver license issuance process.

C.3. Business Intelligence -Expectations

DPS expects the Web based COTS solution to have the following Business Intelligence capabilities.

C.3.1. Consequences of Data or Process Modification

- ❖ A Business Intelligence application with the ability to easily test and immediately see the consequences of a proposed modification or change in data or process

C.3.2. Reports, Charts, Analysis and Data Export

- ❖ Provide the Information Systems representatives and the users with the ability to create reports and charts and the ability to conduct data analysis and export data as needed

C.3.3. Business Rules Engine

- ❖ Business Rules Engine that allows changes to be made easily and efficiently

C.4. Case Management- Expectations

- ❖ A Case Management application that will be integrated into the system to allow cases to go through different processes and steps within a division and the agency. "The Case Management application should be able to seamlessly interact with other case management system, including OnBase.
- ❖ A Case Management application that will allow Legal and other divisions use for case support in specific instances, such as litigation support, etc.

C.5. Customer Relationship Management- Expectations

- ❖ A Customer Relationship Management application allowing users to access everything in the system relating to a particular customer.

C.6. Collaboration Software- Expectations

- ❖ Collaboration Software integrated into the system

C.7. Correspondence Application- Expectations

- ❖ Correspondence Application for the automation of creating and printing letters

C.8. Change Management- Expectations

- ❖ Change Management integrated into the system.

C.9. Impaired Driver Tracking System

- a) A single repository of impaired driver arrest data to provide a comprehensive Impaired Driver Tracking System that will track all offenses, from arrest through dismissal or sentence completion.
- b) This information should be accessible on a central network, so that updates are available immediately.

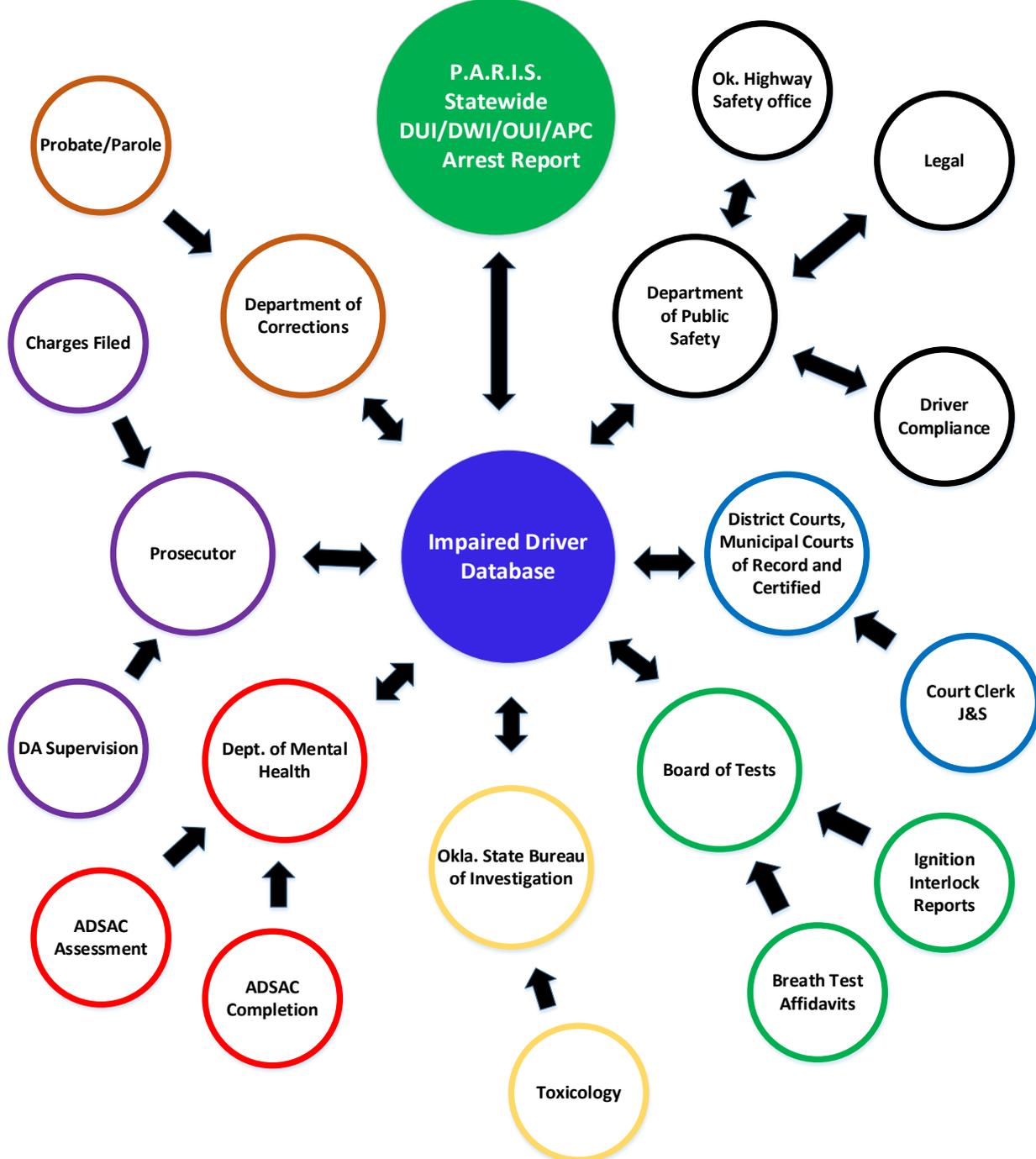
The proposed solution is expected to provide an aggregate of data from several sources as shown in the following diagram.



Impaired Driver Tracking System Diagram

Oklahoma Impaired Driver Database Module

Proposed





D. EVALUATION

D.1. Evaluation and Award

D.1.1. Offers shall be evaluated on the "best value" determination based upon the BV PIPS evaluation process.

D.2. Proposal Clarification Questions

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

D.3. Selection Criteria (Define Evaluation Criteria to be used)

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

D.3.1. The Selection stage focuses on a vendor's ability to differentiate itself. Based upon their ability to identify, prioritize, and minimize risks, add differential value to State of Oklahoma and show a high level of past performance on behalf of other clients. State of Oklahoma has made the assumption that each supplier can provide requested services. Instead of focusing on this minimum expectation, State of Oklahoma is allowing suppliers to compete based on value and their ability to maximize State of Oklahoma's satisfaction. Consequently, the submitted proposals should be brief, show differentiation, and allow State of Oklahoma to see which firm is the best value supplier. It is imperative that each supplier realizes that what is written in the proposals and discussed in the interview will become part of the awarded supplier's final contract.

D.3.2. The selection and award of supplier is based upon "Best Value" to the Oklahoma Department of Human Services and the evaluation criterions listed below under Section D.4.

D.4. Evaluation Process

D.4.1. Evaluation Process – Determination of Solicitation Responsiveness

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

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged.

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

D.4.2. Tentative Schedule of Selection Process and Allocated Budget

D.4.2.1. Allocated Project Budget: 20 Million Dollars- Over time]

D.5. PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

D.5.1. The State will evaluate Proposals against the evaluation criteria for the degree to which each Proposal meets the criteria as follows:



Attachment/Section	Description	RFP Section	Value
Attachment A	RFP (PIPS) Cover Page and Checklist	D.6.1	Pass / Fail
Attachment B	Proposal Form	D.6.2	Pass / Fail
Attachment B	Project Cost	D.6.3	Pass / Fail
Attachment C	Project Schedule	D.6.4	Pass / Fail
Attachment D	Project Capability Submittal	D.6.5	Pass / Fail
Attachment D	Project Capability Plan (PC)	D.6.5.3	Value
Attachment D	Risk Management Plan (RMP)	D.6.5.4	Value
Attachment D	Value Added Plan (VA)	D.6.5.5	Value
	Letter of Introduction	E. 10.1	Pass / Fail
Form 076	Responding Bidder Info	E. 10.1	Pass / Fail
Form 004	Certification for Competitive Bid and Contract (Non-Collusion Certification)	E. 10.1	Pass / Fail
OMES form 053	VPAT ETA Compliance-Mandatory	E. 10.3	Pass / Fail
Bidder Agreements		E. 10.4	Pass / Fail

D.5.2 Award(s) shall be made to the responsible Respondent(s) whose offer is determined in writing to be the most advantageous to the State based upon the evaluation factors listed below. The evaluation factors are listed in their relative order of importance:

No.	Rating Criteria	Value
1	Interview	35
2	Project Capability Plan (PC)	20
3	Risk Management Plan (RMP)	10
4	Value Added (VA)	5
5	Project Cost	30

D.6. Description of Evaluation Criteria

- D.6.1. RFP Cover Page and Checklist - **Respondent will prepare and submit the RFP Cover Page and Checklist (See Attachment A)**
- D.6.2. Proposal Form – The respondent will prepare and submit a proposal form. (See Attachment B)
- D.6.3. Project Cost - The selected Respondent will perform the Work for a Contract Sum that shall be a fixed, lump sum and shall include all costs necessary to complete the Work in accordance with the



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Contract Documents, including Respondent's overhead and profit. The Respondent shall state its proposed Contract Sum as a fixed, lump sum in Attachment B.

- D.6.4. Project Schedule - The Respondent will prepare and submit information regarding their proposed schedule for the Project. (See Attachment C)
- D.6.5. Project Capability (PC) Submittal - The Project Capability Submittal (six page maximum) has three components: Project Capability Plan (two 2 page max.), a Risk Management Plan (two 2 page max.), and a Value Added Plan (two 2 page max.). (See Attachment D)

D.6.5.1. Purpose of PC Submittal

- D.6.5.1.1. Assist the State in prioritizing Respondent's submittals based on their expertise, and their ability to understand and deliver the Project.
- D.6.5.1.2. Assist the Respondent in planning what they are going to do before they do it.
- D.6.5.1.3. Provide high performing Respondent's the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous best value results.

D.6.5.2. PC Submittal Format Requirements

- D.6.5.2.1. PC submittal must NOT contain any names that can be used to identify who the Respondent is (such as firm names, personnel names, Project names, or product names). The State reserves the right to additionally redact submissions to assure anonymity.
- D.6.5.2.2. The PC submittal must not include the proposed cost or proposed duration that the Respondent has identified in the Proposal Form.
- D.6.5.2.3. A PC proposal template is included in this RFP. This document must be used by all Respondent's. Respondents are NOT allowed to re-create, re-format, or modify the template in any manner. Respondent's must type their responses on the template provided.
- D.6.5.2.4. The PC submittal (whether the pages are blank or filled) must NOT exceed 6 pages (front side of page only).
- D.6.5.2.5. Failure to comply with any of the PC format requirements may result in disqualification.
- D.6.5.2.6. The PC Submittal shall not contain any marketing information. The Submittal should be used to prove to the State that the Respondent has expertise for the specific project being proposed on.

D.6.5.3. Overview of the Project Capability Plan

- D.6.5.3.1. The two (2) page Project Capability Plan is to allow the Respondent to differentiate themselves based on their technical capability. Respondent's will show how they meet the requirements of this project by conveying successes with previous customers for projects of similar size and scope. Respondent's should include high performance claims that can be verified by previous customers and proven with metrics. All cost and schedule impacts associated with technical capabilities listed below must be included in your base cost/schedule.



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D.6.5.4. Overview of the Risk Management Plan

D.6.5.4.1. The Respondent's should list and prioritize major risk items on this project that could cause their "vision" or "plan" to deviate or not meet the expectations of the client (i.e. risks that the Respondent's do not control). This includes sources, causes, or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to the State. Do not include in this submittal any risks caused by a lack of the Respondent's technical competency. The risks should be described in simple and clear terms so that non-technical personnel can understand the risk. The Respondent's must also explain how they will mitigate, manage, and/or minimize or eliminate the risk from occurring. A mitigation / management plan solution with supporting documented performance (references, performance measurements of projects when the risk mitigation was used etc.) is required for a high rating from the selection committee. The backup performance information can include how many times the mitigation plan was previously used, and the impact on performance in terms of customer satisfaction.

D.6.5.5. Overview of the Value Added Plan

D.6.5.5.1. The purpose of the Value Added (VA) Plan is to provide Respondent's with an opportunity to identify any value added options or ideas that may benefit the State at a change in cost or scope. These options or ideas may also be referred to as additional or optional services. Where applicable, the Respondent's should identify: 1) what the State may have excluded or omitted from its scope; and 2) how these options or ideas have been successful through verifiable performance information and/or best value practices. The Respondent should list the cost and time impact of its options or ideas. The ideas identified in the VA Plan must **NOT** be included in the Respondent's Cost Proposal. The Respondent should identify and briefly describe any options, ideas, alternatives, or suggestions to add value to this project, and indicate how the items will increase or decrease cost (note: a Value Added option must impact cost). Cost impacts associated with these Value Added options must **NOT** be included in your base cost.

D.6.5.6. Interviews - The State may shortlist (if necessary) the top rated Respondent's. The shortlisted Respondent's may be required to participate in an interview period. The State may interview all critical team members, including (but not limited to):

- a) Program Manager
- b) Lead Software Designer

D.6.5.6.1. The State may also request to interview additional personnel. The State will interview individuals separately (and may perform a group interview after the individual interviews are completed). No other individuals (from the Respondent's) will be allowed to sit in or participate during the interviews. The State may request additional information prior to interviews. All proposed team members should be available in person for interviews on the date specified in this RFP. At the State's discretion, substitutes, proxies, phone interviews, or electronic interviews may be allowed. Individuals who fail to participate in the interview will not be given a score, which may jeopardize the Respondent's competitiveness.

D.7. Evaluation Process

D.7.1 The State will evaluate and score each Proposal. The Respondent's selected for an award will be the one whose Proposal is responsive, responsible, shows the highest expertise and is the most advantageous to the State, as determined by the State in its sole discretion.

D.7.2 All Respondent's will be prioritized based on the selection criteria, weights, and ratings, and the State will verify if the information submitted in the best prioritized Respondent's offers are accurate.

D.7.1.1. If the highest ranked Respondent is within the allocated budget, but its cost is more than 10% greater than the second highest ranked Respondent's cost, the State reserves the right to invite the second highest ranked Respondent to the Clarification Phase.



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- D.7.1.2. If the highest ranked Respondent is over the allocated budget, the State reserves the right to proceed to the highest ranked Respondent within the budget unless the State obtains additional funding.
- D.7.1.3. If all of the Respondents are over-budget, the State may obtain additional funds and apply the rules above, re-scope the Project, or cancel the Project.
- D.7.1.4. If the best value Respondent's cost is more than 10% above or below the average Respondent's cost, the State reserves the right to proceed to the next prioritized best value Respondent.
- D.7.1.5. When the State is considering going to the next best value Respondent, the best value Respondent can stay in the process by having presented dominant performance metrics which justify their selection despite their higher or lower cost.
- D.7.3 Those Respondent's that are not moved into the clarification phase will be put on a secondary award list and shall be evaluated from the same process results of the Clarification process from both lists. A primary list and a secondary list will be utilized if any of the Respondent's that are identified for an award are unable to make it through the clarification or if additional firms are required under the State's contract in the future for any reason.

D.8. Clarification/Pre-Award Phase

- D.8.1. The potential best-value Respondent will be required to perform the Clarification Phase functions as outlined in Attachment E. The intent of this period is to allow the Respondent an opportunity to clarify Respondent's proposal, address any issues or risks, and allow the State to add any concerns, and to prepare a Clarification Phase document.

D.9. Contract Form and Requirements

Form of Contract between the State and the Selected Respondent

- D.9.1. The Contract between the selected Respondent and the State will be the original solicitation along the Respondent's submission, which is incorporated into this RFP (the "Contract"). By submitting a Proposal, the Respondent acknowledges and agrees they have received, read, understands, and shall be bound by and comply with the Contract.
- D.9.2. The Contract will incorporate by reference this RFP, any Attachments and any RFP modifications agreed to by State. The State may attach to the Contract as Supplementary Conditions Respondent's Proposal, selected provisions of Respondent's Proposal or modifications to Respondent's Proposal agreed to by State and Respondent.
- D.9.3. All contractors' performance will be tracked through Weekly Risk Reports (WRR) [see Attachment F] and posted on PBSRG website to identify highest performers.



E. INSTRUCTIONS TO BIDDER

E.1. Introduction

Prospective contractors 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, offers 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 contract award.

E.2. Preparation of Offer

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

E.3. Submission of Offer

- E.3.1. Completeness of offer(s): It is desirable that the bidder respond in a complete, but concise manner. It is the bidder's sole responsibility to submit information in the offer as requested by the solicitation. The bidder's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the bidder's offer.
- E.3.2. Copies: Proposal should be paginated and indexed in alpha order with reference to RFP sections. Proposal must include an original hardcopy, and eight (8) duplicate copies for nine (9) hardcopy documents. The documents' front pages should indicate original or copy.
- E.3.3. The bidder shall include a "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the bidder's offer. One original, plus one (1) copies for two (2) electronic documents, one electronic version should be indicated as the original.

E.4. Proprietary and/or Confidential

- E.4.1. Bidders claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The CIO shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.
- E.4.2. If an bidder believes particular information requested by the RFP for evaluation purposes is proprietary, the bidder shall submit that information separate and apart from its response and mark it Proprietary and Confidential. If ISD in its sole discretion agrees the information is proprietary, ISD will maintain the information as Confidential. If ISD does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the bidder and the evaluation will be completed without consideration of the information marked Proprietary. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED.

E.5. Oklahoma Open Records Act

Proposals are subject to public disclosure in accordance with the Open Records Act and will not be considered confidential except as determined by the Oklahoma Chief Information Officer in his sole discretion.

E.6. Communications Concerning Solicitation

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



E.7. Administrative Review

- E.7.1. 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 **July 02, 2015**. 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.8. General Solicitation Questions

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

<https://wiki.ok.gov/display/itprocurement/5850000473>

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

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

- E.8.2. In order to guarantee that your access is created prior to closing date for submitting questions for a solicitation, please request access at least 5 business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a vendor's lack of access if the request is not made within this timeline.
- E.8.3. When posing questions, every effort should be made to:
- be concise
 - include section references, when possible
 - do not use tables or special formatting, use simple lists
- E.8.4. These questions shall be answered directly on the wiki and in the form of an amendment, posted on the OMES website, and linked on the wiki. Bidders are advised that any questions received after **July 09 2015** shall not be answered.

E.9. 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.10. Deliverables (Define in Detail All Required Deliverables to Be Considered Responsive) (Modify Sections as required)

Responses should be bond, tabbed by section, and clearly marked as Original or Copy.

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

- E.10.1. Section One – Introduction



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-
- a) Letter of Introduction
 - b) Completed "Responding Bidder Information" OSF Form 0761SD.
 - c) Completed "Certification for Competitive Bid and Contract" OSF Form 0041SD.
 - d) Signed Amendment(s), if any.
 - e) Any exceptions to solicitation terms and conditions.

E.10.2. Section Two – Solicitations Responses –Attachments A-G

E.10.3. Section Three – 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.

Bidder must complete the attached VPAT & Accessibility -OMES form 053 also attached is the VPAT Instructions Template.

E.10.4. Section Six – Bidder Agreements

Bidder shall provide any required software licenses, maintenance, or service agreements.

Note: Any software licensing, maintenance, or service agreements the bidder requires, should they be the successful contractor, not submitted with contractor's original offer shall not be considered

F. CHECKLIST

G. OTHER



ATTACHMENT A – RFP COVER PAGE, DECLARATION & CHECKLIST

Respondent's Name: _____

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

Project Number:	
Project Name:	

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

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

- Attachment A RFP Cover Page, Declaration & Checklist
(Include as cover page in your proposal)
- Attachment B Proposal Form
- Attachment B Project Cost
- Attachment C Project Schedule
- Attachment D Project Capability Submittal Checklist and Format
- Attachment D Project Capability Plan
- Attachment D Risk Assessment Plan

- Attachment D Value Added Plan
- Attachment G Letter of Introduction
- Form 076 Responding Bidder Info
- Form 004 Certification for Competitive Bid and Contract (Non-Collusion Certification)
- VPAT ETA Compliance –**Mandatory**
- Bidder Agreements Any required software licenses, maintenance, or service agreements.-**Mandatory**

PROJECT COST PROPOSAL

CRITICAL TEAM COMPONENTS:

Project Manager

[PERSON 1]:

Lead Project Manager

[PERSON 2]:

General Instructions

Vendor shall provide a cost breakout:

- I. “Initial Year” is for “initial” or “one-time” costs incurred during the initial year of project and will not be costs in ongoing or future years for the life of the project. **“Implementation”** refers to the costs associated with deployment of all functions in support of implementation of the vendor’s proposed solution. **“Support & Maintenance” and/or Licenses** and **Fee Structure** as applicable to proposed solution.
- II. If additional cost related items can be added to convey additional project costs, expand table as needed.

ATTACHMENT B – PROPOSAL FORM

Implementation –Cost-Fixed Rate

(Add table rows as needed)

Pricing Detail	Cost/Fixed Rate	Notes
Implementation		
Licensing		
Support & Maintenance		
Fee Structure (<i>clearly defined</i>)		
Other-		
Other-		
Total		

Fixed Proposed Cost 1st year of Contract _____

[Post Implementation Costs-Fixed Rate

Option Renewals and Fee Structure

Optional renewal years	Service Description i.e. Maintenance/support/training License	Cost Fixed Rate	Notes
Optional Renewal- Year One			
Optional Renewal Year Two			
Optional Renewal Year Three			
Optional Renewal Year Four			
Optional Renewal Year Five			
Optional Renewal Year Six			
Optional Renewal Year Seven			
Optional Renewal Year Eight			
Optional Renewal Year Nine			
Fee Structure- <i>(clearly defined)</i>			
Other			
Total			

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

- Yes, Rates remain the same for all contract periods.

Total Project Cost (Fixed Rate) _____

ATTACHMENT C – PROJECT SCHEDULE FORM

a) **PROJECT DURATION**

Project Duration (Total Time):

Note: The Project Duration (Total Time) should include the total time from the anticipated Contract Award Date to work completion. This must include submission of shop drawing, As-Built drawing, operation manual, testing & commissioning (if applicable), etc.

The Respondent must also attach a draft project MILESTONE schedule that starts from the anticipated Contract Award Date to work completion date.

Note: The Respondent MUST use the Anticipated Contract Award Date as the starting point of their Project schedule. The Respondent should not be doing any Project work, with the exception of any work related to the Clarification Phase, prior to this Contract Award Date.

ATTACHMENT D – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

The Respondent must complete and submit this checklist along with the Project Capability (PC) Submittal. This PC Submittal Checklist is not counted in the 6-page PC Submittal limit. Failing to answer, or answering “No” to any of the questions below may result in disqualification.

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

ATTACHMENT D – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

PROJECT CAPABILITY PLAN

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

Example:

Project Capability Claim: *We have a significant amount of experience in this type of projects, and consistently delivery high performance*

Documented Performance: *We have completed 45 similar projects in the past 5 years, with 0.5% cost deviation, and 2% schedule deviation. The average customer satisfaction rating on these projects was 9.8 out of 10*

Project Capability #1 Claim: _____

Documented Performance: _____

Project Capability #2 Claim: _____

Documented Performance: _____

Project Capability #3 Claim: _____

Documented Performance: _____

Project Capability #4 Claim: _____

Documented Performance: _____

Project Capability #5 Claim: _____

Documented Performance: _____

Project Capability #6 Claim: _____

Documented Performance: _____

Project Capability #7 Claim: _____

Documented Performance: _____

ATTACHMENT D – PROJECT CAPABILITY SUBMITTAL CHECKLIST AND FORMAT

RISK ASSESSMENT PLAN

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

Example:

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

Risk Impact / Why is this a risk: *Unforeseen circumstances / risks may cause a deviation to our planned baseline expectation.*

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

- 1. Contractor shall immediately notify the designer and the State the same day as discovery of potential cost and time impact*
- 2. Contractor shall find best possible options to minimize risk, with accompanying cost and time*

Solution: *Contractor shall propose the best solution with justification and present to the State representative*

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

Risk #1 Description: _____

Risk Impact / Why is this a risk: _____

Solution: _____

Documented Performance: _____

Risk #2 Description: _____

Risk Impact / Why is this a risk: _____

Solution: _____

Documented Performance: _____

VALUE ADDED PLAN

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

Example:

Item Claim: Reroofing this building will not stop all water leaks. The majority of the leaks are caused by cracks in the parapet walls, broken/missing glass, and poor caulking

How will this add value? _____

Documented Performance: This approach in 8 similar projects has worked 100% of the time in stopping all leaks

Cost Impact (%): 0.75% **Schedule Impact (%):** 0.25%

Item #1 Claim: _____

How will this add value? _____

Documented Performance: _____

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

Item #2 Claim: _____

How will this add value? _____

Documented Performance: _____

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

Item #3 Claim: _____

How will this add value? _____

Documented Performance: _____

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

Item #4 Claim: _____

How will this add value? _____

Documented Performance: _____

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

Item #5 Claim: _____

How will this add value? _____

Documented Performance: _____

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

ATTACHMENT E – CLARIFICATION PHASE GUIDE

1. OVERVIEW

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

2. PRE PLANNING AND COORDINATION

- a. Respondent's may be required to provide the State with supporting documentation of any information listed in their submittals before entering the Clarification Phase.
- b. Once the best value Respondent is notified, the State may provide a list of risks identified by the other Respondent's and a list of any the State issues or concerns.
- c. the State requires that the Respondent attend a Kick-Off Meeting to present their proposal, the milestone schedule, their risk management plan (RMP), and to seek additional issues or concerns that the State may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The

- d. Respondent is required to perform the following functions as part of, or in preparation for, this Kick-Off Meeting:
 - i. Ensure that the State project manager has invited all the State stakeholders and participants to the meeting (including client, subcontractors, designer / AE, interested parties, etc.)
 - ii. Present the scope of their services ("what is in" and "what is out").
 - iii. Present their milestone schedule and their risk management plan (RMP.) This includes risks and potential mitigation to the risks.
 - iv. Identify client responsibilities.
 - v. Present their Weekly Risk Report (WRR) format.
 - vi. Identify any RFIs that they may have.
 - vii. Listen to concerns, issues, and comments from the State stakeholders.
 - viii. Propose a schedule to finalize Clarification Phase and the contract documents.

- e. Once the Clarification Kick-off Meeting is held, and if the State is comfortable with the Respondent's proposal, the Clarification Phase begins. The Respondent will be required to complete the following:
 - i. Revisit the site/buildings/campus to do any additional investigating.
 - ii. Coordinate with all parties that will be involved with the project.
 - iii. Resolve concerns and issues they have with mitigating actions.
 - iv. Finalize the Clarification Documents (contract, WRR, milestone schedule, RMP, project scope.)

3. CLARIFICATION DOCUMENT

The final Clarification Document will include the following:

- a. Finalized scope documents
- b. Risk Management Plan (RMP)
- c. Milestone schedule
- d. Weekly Risk Report format (WRR)
- e. Project financial summary.
 - i. The Respondent's Original Project Cost
 - ii. A list of agreed/accepted Value Added Options (with impact to cost)
 - iii. A list of agreed upon Scope Changes or Additional Work (if applicable) (with impact to cost)
 - iv. A Schedule of Values
- f. Complete detailed project or services schedule.
- g. Project action item checklist of client actions.
- h. Project and emergency contact list.

4. CLARIFICATION SUMMARY MEETING

- a. The Clarification Summary Meeting is held at the end of the Clarification Phase and is used to present a summary of what was developed and agreed upon during the Clarification Phase. The final Clarification meeting is not a question and answer session. The Respondent and the State stakeholders must not wait for the meeting to ask questions. All coordination and planning with the State should be done prior to the meeting.

- b. The Respondent should give a presentation, which walks the State through the entire project and summarizes all of the coordination and planning done during the Clarification Phase. The Respondent should bring their team and all the documents specified in the Clarification Document. The Respondent should come with documents explaining what the State is responsible for in this project and should identify exactly what they want from the State with due dates. The Respondent must convince the State that they have minimized all risks and will not be surprised once the project begins. The Clarification meeting presentation (and meeting minutes, if applicable) will become part of the contract along with the other documents from the Clarification Document.

ATTACHMENT F – WEEKLY RISK REPORT GUIDE

Overview

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

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

Submission

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

The completed report must be saved using the date and name of the Project given by the State (Format: YY/MM/DD Project Name Project ID; For example, 'Polk Project' for the week ending Friday, March 1, 2014, should be labeled '140301_PolkProject_01-123-45-6789'). Weekly Reports are to be emailed by Monday. For this Project the weekly report will be e-mailed to:

Name - [email](#)

Name – [email](#)

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

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

The Respondent is also required to submit a detailed milestone project schedule (including the Contract Award date, substantial completion date, and final payment date) in the weekly report. The schedule report must contain the Respondent's original schedule along with the current estimated schedule.

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

Exhibit A

Department of Public Safety-Background

Organization and Services Overview

The Oklahoma Department of Public Safety (DPS) is a multifaceted state agency responsible for a variety of services to the public and the law enforcement community. Its three principle missions are: (a) state wide law enforcement, (b) driver license issuance and activities incident thereto, and (c) law enforcement and driving records depository.

DPS's Oklahoma Highway Patrol (OHP) Division directly addresses the law enforcement mission. OHP provides law enforcement and public safety services state wide, including traffic control both roadway and water way. It is composed of commissioned peace officers with state wide jurisdiction.

DPS's Driver License Services Division is responsible for the issuance, denial and renewal of Oklahoma Driver Licenses, and the attendant testing and obtaining of information pursuant to license applications. Driver Compliance Division, though a separate Division of DPS, is under the control of the DPS Legal Division, and is responsible for the revocation, suspension and reinstatement of Oklahoma Driver Licenses and works closely with Driver License Services and Records Management.

The DPS Legal Division represents the agency in all of its legal issues and including conducting administrative Implied Consent hearings for drivers alleged to have been driving impaired and defending the administrative rulings in court appeals.

DPS Records Management is primarily responsible for inputting, indexing and distribution of both law enforcement records and driving records into its records depository data bases and protecting their confidentiality and integrity. DPS is the repository of driving records on all Oklahoma licensed drivers, including but not limited to their Driver License information, Drivers 'Records which are called Motor Vehicle Reports (MVRs) but are not actual reports on vehicles, state-wide Collision Reports created by all Oklahoma law enforcement agencies, all OHP issued traffic citations, and all state and municipal court conviction reports on all in-state traffic citations.

Since the Oklahoma Department of Public Safety ("DPS") is a multifaceted state agency, for purposes of this RFP it can be divided into nineteen non-core divisions and four core divisions. This RFP lists the following divisions or subdivisions of DPS as "Core": DL Services, Legal, Driver Compliance and Records. The remaining divisions and offices are listed as "Non-Core". The terms "Core" and "Non-Core" divisions in this RFP do not reference critical and not so critical business functions of the agency. For instance, OHP is listed as a "non-core" division; however, its mission is one, if not THE, primary mission(s) of the agency. Such "core" and "non-core" terms were developed from an internal analysis by DPS, and they reference the 4 divisions [Core] that are the primary sources and/or intensive users at DPS of certain agency IT data which appears critical from an interoperability perspective, and the 19 divisions [Non-Core] that are the less intensive users and/or generators of this interoperable data. The common thread running throughout the so-called "Core" divisions' data, is the Core divisions' input and/or intensive use of the singular DL or ID Card # that permeates the agency data. Based on this internal analysis, it was determined that the so-called non-core divisions either use this common thread to a lesser extent than do the core divisions, or the common thread data use affects to a lesser extent the non-core's IT business operations than does the use of such data by the Core divisions.

Core areas

The main divisions with processes to be evaluated and modernized as mission critical priorities under this RFP are these 4 core divisions:

1. **Driver License Services (DLS) Division**
2. **Legal Division**
3. **Driver Compliance**
4. **Records Management (RM)**

Non-core areas

The non-core areas of DPS listed for informational purposes as having processes that contain various tie-ins and reliant interfaces, and which exchange the 4 core areas' data, are as follows:

1. **Identification Verification Unit (IVU)**
2. **Oklahoma Highway Safety Office (OHSO)**
3. **Futures, Capabilities and Plans Section**
4. **OHP Troop T (Training)**
5. **OHP Troop S (CMV Enforcement)**
6. **Public Affairs Division**
7. **Wrecker Services Unit**
8. **Size and Weights (S&W) Permit Office**
9. **Communications and Electronics Services (CES) Division**
10. **Oklahoma Highway Patrol (OHP)**
11. **Transportation Division**
12. **Financial Services Division**
13. **Supply Division**
14. **Human Resources (HR)**
15. **Property Management Division**
16. **Oklahoma Law Enforcement Telecommunications Systems (OLETS) & Telecommunications Division**
17. **Board of Tests (BOT) for Alcohol and Drug Influence**
18. **Oklahoma Office of Homeland Security (OKOHS)**
19. **Communications Section**

Exhibit B

Current Technical Architecture /Environment

Current Technical Architecture

3.2.1 Architecture/Applications

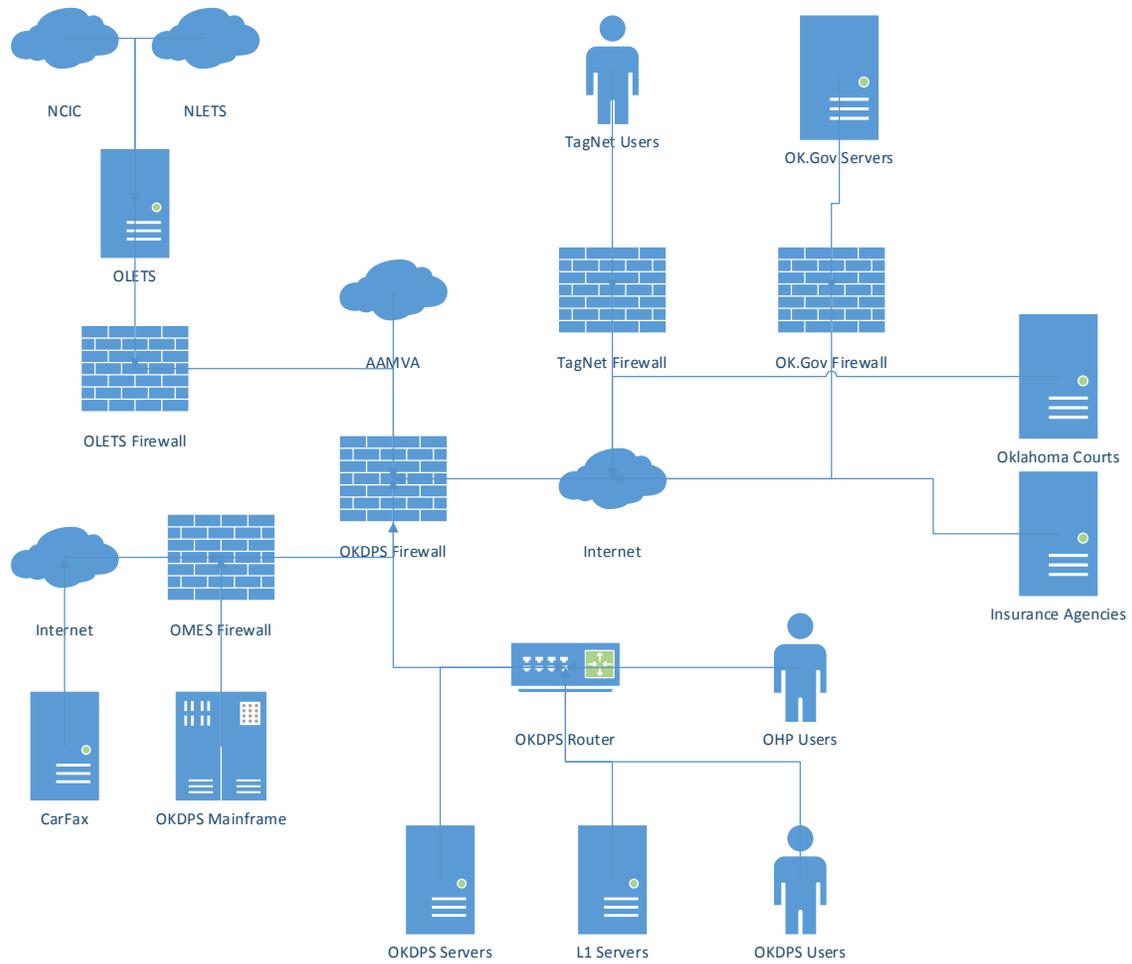
DPS occupies 3 Logical Partitions (LPARs) on an IBM EC12 mainframe. DPS is the most heavily dependent agency using CICS resources among the 5 mainframe agencies currently on the enterprise mainframe. Approximate Mainframe resources in DPS include the following:

- 429 CICS programs
- 651 Batch programs
- 352 CICS transaction IDs
- 500 JCLs
- 604 VSAM files
- 2896 Flat files
- 9783 GDGs (900 bases)
- 103 DB2 files in 26 table spaces
- 4.1 TB DASD space (626 volumes x 6.6GB)

In addition to the IBM Mainframe applications used by all business areas, DPS extensively uses desktop applications in Microsoft Office Suite, including MS Access and Corel WordPerfect Office Suite. Lotus Notes is the enterprise product used for email and messaging by all staff at DPS. Lotus Notes Domino is deployed in select business areas for customized databases.

3.2.2 Network

Simplified Diagram of Current DPS Network Architecture:



3.2.3 Interfaces/Third Party Systems

The DPS interfaces with the following internal and external applications. The new system must accommodate or replace these interfaces.

External Entities

- OK.gov
- Motor License Agent (MLA)
- American Association of Motor Vehicle Administrators (AAMVA)
- Oklahoma Department of Corrections (DOC)
- Other States Department of Motor Vehicles (DMV)
- LifeShare/Ok Department of Health (OrganDonor)
- US Citizenship and Immigration Service (USCIS)
- Federal Motor Carrier Safety Administration (FMCSA)
- Transportation Security Administration (TSA)
- National Law Enforcement Telecommunications System (NLETS)
- Oklahoma Tax Commission (OTC)
- Oklahoma State Bureau of Investigation (OSBI)
- Oklahoma Department of Transportation (ODOT)
- Oklahoma Department of Mental Health (Mental Health)
- Oklahoma City Courts (OKC Courts)
- Oklahoma Supreme Court Network (OSCN)
- Mansfield Oil
- KellPro Court System
- Tulsa Municipal Courts
- Office of Management and Enterprise Services (OMES)
- Oklahoma University (OU)
- Bank of America (BoA)
- Fatality Analysis Reporting System (FARS)
- CarFax Inc.
- National Highway Safety Traffic Administration (NHSTA)
- Board of Tests for Alcohol and Drug Influence (BOT)

Internal Software

- IBM Mainframe and specific applications
- IBM Lotus Notes 7/Lotus Domino Data Base
- Track-It! Service Management
- TraCS/PARIS
- Hyland - OnBase
- Kofax Virtual Rescan Software
- Eskar Fax Service
- Symantec products: PGP on portable devices and Endpoint Protection on all systems

External Software

- MorphoTrust Capture Software and Image Server

Current Environment

Databases maybe located on servers, network drives or individual computer
Requires data conversion and legacy data move.

Current System Environment

VSAM

DB2 files

Domino

FoxPro

Paradox

Access

Exhibit C
Core Business Divisions

Core Business Divisions

The Oklahoma Department of Public Safety (DPS) is a multi-faceted state agency and can be divided into four core divisions that represent the IT critical priorities.

The following sections contain summarized information regarding Business Functions, Processes, and Interfaces for each Core Division.

3.3.1 Driver License Services

DLS issues all Oklahoma Driver Licenses and administers the attendant testing of these licenses. The Commercial Driver License (CDL) Administration is a subdivision of DL Services that is responsible for licensing and regulating commercial drivers, including driver qualification, Hazardous Materials Endorsement Threat Assessment Program, and the licensing of truck driver training institutions. The licenses are American Association of Motor Vehicle Administration (AAMVA) compliant in most respects. The state of Oklahoma does not provide for a central issuance system. Driver License Services has offices located throughout the state to support the citizenry in their license or identification needs.

The main DL office is located at the DPS HQ in Oklahoma City. There are 35 class D and 11 CDL testing locations around the state. There are over 250 Motor License Agents (MLA) in the State of Oklahoma, and the licenses are generally issued at the various MLA sites statewide.

3.3.1.1 Business Functions

- Issuance of Oklahoma State Driver License
 - Class D License
 - Class A, B, and C Commercial Driver License (CDL)
 - State Identification Card
- Renewal or replacement by mail when out-of-state
- Driver license/ID renewal for military and civilian military contractors
- Transfer of a driver license from a US territory
- Driver license testing
- Learner Permit
- Federal and State Qualifications for Commercial Motor Driver License
- Provisional or Graduated driver license
- Replacement driver license after a designated examiner driving skills test
- Website requirements development
 - Online input and affidavit forms for Driver License, Identification Card and Commercial Driver License processing
 - Online application forms for Designated Examiner
 - Online information, FAQs, etc. for Driver License/ID applicants
 - Proof of Identification requirements
 - Driver Manuals

3.3.1.2 Processes

- Issue State Identification Card (ID)
- Issue of Driver License/Identification Card (ID) through Motor License Agent (MLA)
- Issue of new class D license
- Issue new Commercial Driver License (CDL) (Class A, B or C)
- Renew/Replace Class D Driver License by Mail
- Swap/Combine Driver License Number Change
- Add CDLIS pointer for Oklahoma Commercial Driver License (CDL) drivers
- Pull CDLIS pointer information from previous state(s) to Commercial Driver License (CDL)
- Manage Surrendered Licenses
- Schedule Tasks for Daily Activity
- Remove or Update a Restriction from a Driver License
- Set Motor License Agent (MLA) License Issuance Security Password
- Authorize Motor License Agent (MLA) equipment for use within the MLA office
- Manage Driver Education and Class D Commercial Schools, Instructors and Designated Examiners Database
- Remove or adjust information on a class A, B, C or D permit
- Verify background for Hazardous Materials Endorsement individual check
- Generate Hazardous Materials Endorsement Letters
- Medical Certificate entry/update
- Transfer Transportation Security Administration (TSA) background approvals into DPS system
- Develop DLS website requirements

3.3.1.3 Interfaces

External Entities

- Motor License Agent (MLA)
- American Association of Motor Vehicle Administrators (AAMVA)
- Oklahoma Department of Corrections (DOC)
- Other States Department of Motor Vehicles (DMV)
- LifeShare/OK Department of Health (OrganDonor)
- US Citizenship and Immigration Service (USCIS)
- Federal Motor Carrier Safety Administration (FMCSA)
- Transportation Security Administration (TSA)
- National Law Enforcement Telecommunications System (NLETS)
- Oklahoma Tax Commission (OTC)
- Oklahoma State Bureau of Investigation (OSBI)

External Software

- MorphoTrust- Capture Software and Image Server

Internal Software

- Esker Fax Server

- Summit Print Machine

3.3.2 Legal Division

The Legal Division is responsible for all of the legal services and functions within DPS. Each of these services and functions can be divided into the following subcategories: Implied Consent; Implied Consent Appeals; Contracts; Drivers Compliance (See the separate DC section 3.3.3 in this document); Asset Forfeiture; Open Records; Risk Management; Subpoenas; Expungement; Financial Responsibility Hearings and Appeals; as well as Miscellaneous and General Representation of Agency. The one service and function requiring the most immediate attention as a “Core” Area is the Implied consent Services and Functions.

3.3.2.1 Business Functions

- Impaired Driver Tracking System
- Conduct Implied Consent Hearings
- Represent DPS in Implied Consent Appeals
- Open Records Requests
- Subpoenas
- Expungement
- Asset Forfeiture
- Contract and Document Drafting and Approval
- Risk Management
- Conducts Financial Responsibility Hearings
- Miscellaneous and General Representation of Agency
- Represent Agency In Financial Responsibility Appeals
- Conduct administrative MCSAP hearings
- Conduct Wrecker Licensing hearings
- Conduct Tag Agent Licensing hearings
- Represent agency before the Merit Protection Commission
- Update Motor Vehicle Records (MVR) and driving indices
- Review and update agency policies
- Draft administrative rules

3.3.2.2 Processes

- Conduct Implied Consent Hearings
- Represent DPS in Implied Consent Appeals
- Manage Open Records
- Manage Subpoenas
- Expunge Records
- Facilitate Asset Forfeiture
- Facilitate and Write Contracts and Documents
 - Acquisition of Personnel or Services
 - Acquisition of Interest in Realty
 - Construction or Repair of Realty and its Fixtures
 - OHP Contracts for Services
 - OHP—Troop R Security Contracts

- MOU/MOA/Interlocal/Other Non-Procurement Document
- Gifts to DPS
- Settlement Agreements
- Grants Review
- Real Estate Records and Inventory
- Contract and File Tracking
- Various office facilitation spreadsheets updated
- Facilitate Risk Management
 - Process payment of agency vehicle repairs
 - Administer claims
- Conduct Financial Responsibility Hearings
- Conduct Miscellaneous and General Agency Representation
- Legislation Issues
- Represents DPS in Financial Responsibility Appeals

3.3.2.3 Interfaces

External Entities

- Courts
- Oklahoma Supreme Court Network (OSCN)
- Merit Protection Commission (MPC)
- Board of Tests for Alcohol and Drug Influence (BOT)
- Oklahoma Office of Homeland Security (OKOHS)
- Office of Management and Enterprise Services (OMES)
- Oklahoma State Bureau of Investigation (OSBI)
- OK.gov
- KellPro Court System On Demand Court Records (ODCR)
- Public Access to Court Electronic Records (PACER)
- Case Management/Electronic Case File (ECF) for U.S.D.C. for the Eastern, Western & Northern Districts of Okla.
- Case Management/Electronic Case File (ECF) for U.S. Ct of Appeals for the 10th Cir.
- MCR
- Westlaw.com

External Software

- PeopleSoft

Internal Software

- IBM Lotus Notes 7/Lotus Domino Data Base
- Corel's Paradox
- Microsoft FoxPro
- Hyland Software's OnBase
- Computer Aided Dispatch
- Adobe products
- MorphoTrust- Capture Software and Image Server

- WatchGuard Video Systems
- Roxio products
- Arbitrator Video Software
- Oklahoma Law Enforcement Information Exchange (OKLeX)
- Oklahoma Statewide Incident Based Reporting System (SIBRS)
- TraCS/PARIS

3.3.3 Driver Compliance Division

The Driver Compliance Unit (DC), formally the Driver Improvement and Financial Responsibility Divisions of DPS, has merged with the Legal Division of DPS. DC is involved in the revocation, suspension, cancellation, disqualification, and denial of driving privileges and the reinstatement process involved with those administrative actions. DC is specifically responsible for Bail Bond Suspensions, Financial Responsibility Suspensions, Compulsory Law Suspensions, suspensions based upon Oklahoma's Point System, enforcement of the Medical Aspects of Driver Licensing, and Conviction Revocations. DC aids in the enforcement of Out of State actions against Oklahoma Driver License holders and Oklahoma actions against Out of State Driver License holders. DC also issues Handicap Parking Placards, maintains a Telephone Bank, and provides the receptionist for the DPS Headquarters in Oklahoma City. DC conducts informal hearings and interviews with individuals denied driving privileges, along with formal Implied Consent administrative hearings for the Legal Division. DC personnel also appear as witnesses in state courts on behalf of DPS and District Attorneys' Office. DC works closely with the Legal, Finance, Records Management and Driver License Service Divisions of DPS. DC administers a multitude of state statutes and administrative rules designed to protect the motoring public in Oklahoma. The main office of DC is located at the DPS Headquarters in Oklahoma City. DC also maintains satellite offices located in Tulsa, Ardmore, Lawton, Enid, Woodward, McAlester, and Muskogee.

3.3.3.1 Business Functions

- Operate Correspondence Desk
- Operate Reception Desk
- Operate Telephone Bank
- Conduct Driver Interviews
- Conduct Implied Consent Hearings
- Issue Mandatory Revocations
- Issue Point Suspension
- Issue Medical Desk Actions
- Issue Bail Bond Suspension
- Issue Compulsory Insurance Suspensions
- Issue Driver License Modifications
- Issue Handicap Parking Placards
- Add Driver License Restrictions
- Process Driver License Reinstatements
- Process Collision Information pertaining to Suspension under the Financial Responsibility Laws
- Enter data pertaining to all of these actions

3.3.3.2 Processes

- Conduct in-person informal hearings and interviews with the public.
- Answer questions and provide information to the public via telephone, email and letters.
- Conduct in-person and telephone formal Implied Consent administrative hearings.
- Issue revocations, suspensions, cancellations, disqualifications, and/or denials of driving privileges to drivers who violate Oklahoma's motor vehicle laws and record the same to driving records.
- Process and issue modifications of revocations, suspensions, cancellations and denials of driving privileges.
- Process the reinstatement of revocations, suspensions, cancellations, disqualifications, and/or denials of driving privileges, which includes the collection of necessary documents and fees.
- Revise and update driving records.
- Process applications for handicap parking placards.
- Respond to records requests from the public and other agencies.
- Appear and testify as witnesses in all District Courts on behalf of DPS and District Attorneys.
- Administer a multitude of state statutes and administrative rules designed to protect the motoring public on Oklahoma's roadways.
- Administer all laws concerning Bail Bond Suspensions, Finance Responsibility and Compulsory Insurance Suspensions, Oklahoma's Point Suspensions, the Medical Aspects of Driver Licensing and Conviction Revocations.
- Issue Driver Licenses under the Provisional Driver License Program.

3.3.3.3 Interfaces

External Entities

- Municipal Courts
- District Courts
- Out-of-State Courts
- District Attorney Offices
- Board of Tests for Alcohol and Drug Influence (BOT)
- Department of Human Services (DHS)
- Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS)
- Oklahoma Tax Commission (OTC)
- OK.gov
- Office of Management and Enterprise Services (OMES)
- American Association of Motor Vehicle Administrators (AAMVA)

Internal Software

- Summit Print Machine
- Hyland Software's OnBase

3.3.4 Records Management (RM) Division

Records Management is the recipient and DPS repository of all outside citation, collision, and court data. Records Management also digitizes documents internally, verifies their content, and edits errors when they arise. They provide the public with Motor Vehicle Reports and also help other agencies with background checks.

3.3.4.1 Business Functions

- OK DPS New Driver Setup
- OK DPS Digitization of Documents
- Quality Control Records Updating
- Motor Vehicle Record Reporting
- By fee Collision Reports/MVR Reports

3.3.4.2 Processes

- Process Jurisdiction Records
- Create Setup Number Process
- Process Abstracts and Amendments for Non-OHP Citations
- Process Abstracts, Amendments, and Citations for OHP
- Manage Electronic Collision Reports
- Manage Electronic Non-OHP Abstracts
- Manage Electronic OHP Abstracts
- Process Coding Abstracts
- Scan Documents
- Process OHP District Abstracts Levels 1-6
- Process Municipal Abstract Levels 1-6
- Process Paper Collision Reports
- Process Driver License Test Receipt (DL10)
- Review and Correct Abstract Error Logs
- Review and Correct Collision Error Logs
- Negate Court-ordered Conviction Reports
- Change County/City Court Addresses
- Process DPS Oklahoma Court Reporting System (OCRS) New Users Setup
- Process FBI History Request
- Facilitate MVR (Motor Vehicle Record) Request and Collision Report Requests
- Transfer Out of State History
- Process Pilot History Reports
- Link Identification Records
- Combine Identification Records
- Update Setup Number Information

3.3.4.3 Interfaces

External Entities

- Commercial Driver License Information System (CDLIS)
- Department of Human Services (DHS)

- Municipal, County, and State Courts
- National Highway Traffic Safety Administration (NHTSA)
- OK.gov
- Tulsa PD
- Crash Reporting System (CRS)—5 police departments
- Motor License Agent (MLA)
- Oklahoma Department of Transportation (ODOT)

External Software

- Commercial Driver License Information System (CDLIS)

Internal Software

- Hyland Software's OnBase
- Kofax Virtual Rescan Software
- TraCS/PARIS
- Track-It! Service Management
- Esker Fax Service

Exhibit D
Non-Core Business Divisions

3.4 Non-Core Business Divisions

The Oklahoma Department of Public Safety (DPS) is a multi-faceted state agency and can be divided into nineteen non-core divisions that represent the priorities that are not as critical as the core divisions, yet remain integral to business as usual at DPS.

The following sections contain summarized information regarding Business Functions, Processes, and Interfaces for each Non-Core Division. DPS.

3.4.1 Identification Verification Unit (IVU)

The Identity Verification Unit investigates Identity Theft and Fraud involving Oklahoma Driver License and Identification Cards. Identity Verification Unit's primary function is to research, solve, and prevent the crimes of identity theft and fraud. IVU assists other law enforcement agencies in researching crimes and by researching and providing information regarding OK DL/ID cards. IVU's performance metrics have been established to ensure that everything processed by the office to be precise, complete, detailed, and timely.

3.4.1.1 Business Functions

- Investigation of Identification Fraud on Identification Card, Driver License or Commercial License
- Investigation of human trafficking, intelligence gathering

3.4.1.2 Processes

- Investigate Identification Fraud on Identification Card, Driver License or Commercial License
- Issue State Identification Card (ID), Driver License (DL), Commercial Driver License (CDL) based on investigation results
- Issue endorsements/Motorcycle, CDL, Bus Driver, Double, Triple, Hazardous Material based on investigation results
- Issue Hard Stop on DL/ID/CDL cards if required
- Process Interpreter forms

3.4.1.3 Interfaces

External Entities:

- Other Oklahoma law enforcement agencies
- Department of Corrections (DOC)
- Other State Department of Motor Vehicles
- Lifeshare/OK Department of Health (OrganDonor)
- US Citizenship and Immigration Service (USCIS)
- American Association of Motor Vehicle Administrators (AAMVA)

3.4.2 Oklahoma Highway Safety Office

The Oklahoma Highway Safety Office (**OHSO**) was established in 1967 by the Oklahoma Legislature, as a direct result of the National Highway Safety Act of 1966, to combat an alarming increase in the number and severity of traffic crashes and fatalities. The OHSO is under the umbrella of the Department of Public Safety.

The OHSO works closely with local governmental organizations, state agencies, law enforcement agencies, and others to develop State Highway Safety plan and programs to address highway safety issues. The programs are federally funded through the National Highway Traffic Safety Administration (NHTSA). Most programs and activities fall into the areas of traffic safety education, training, and enforcement enhancement.

OHSO is responsible for coordination of statewide traffic safety programs and applying for federal funds; creating an annual Highway Safety Plan; and locating, negotiating, and awarding federal grants.

3.4.2.1 Business Functions

- Grant application and Tracking
 - Alcohol and Impaired Driving
 - Child Passenger Safety
 - Seat Belt safety
 - Motorcycle Safety
- Crash Data and Statistics

3.4.2.2 Processes

- Analyze Crash Data
- Manage Grant Applications
- Manage Federal Reimbursement Requests
- Manage Purchasing and Accounts Payable

3.4.2.3 Interfaces

External Entities

- Bank of America
- Grants
- Federal Highway Administrations (FHWA)
- National Highway Traffic Safety Administration (NHTSA)
- Federal Motor Carrier Safety Administration (FMCSA)
- Transportation Security Administration (TSA)
- Oklahoma Tax Commission (OTC)
- Board of Tests for Alcohol and Drug Influence (BOT)

External Software

- Agate IntelliGrants
- PeopleSoft
- Computerized Breath Alcohol Archives (COBRA)

3.4.3 Futures, Capabilities and Plans Section

Formerly known as Law Enforcement Technology Development (LETD) and assigned directly to the Oklahoma Highway Patrol, this division was recently reorganized and renamed as an overarching Department of Public Safety Research Division. As a result, this division in collaboration with OMES will provide DPS joint research, development guidance, and integrated plans for future capabilities solutions needed by the entire agency. This will include but won't be limited to specialized software and hardware utilized by the Department of Public Safety and all of its divisions. This Division will remain totally under the control and direction of the Department of Public Safety and will report directly to the Commissioner or his designee.

3.4.3.1 Business Functions

- Guidance of contract developers in the development of Police Automated Records Information Services (PARIS) for OHP
- Oversight of Computer System and Hardware that was installed into OHP vehicles by Futures, Capabilities, and Plans
- Guidance and Direction for future software and hardware solutions for the Department of Public Safety and the law enforcement arm of the Oklahoma Highway Patrol

3.4.3.2 Processes

- Develop and implement software and future hardware requirements as needed

3.4.3.3 Interfaces

Since this division is primarily R&D the utilization of the various interfaces is defined in Records Management, OHP, and other divisions that utilize the software and future hardware within this division.

External Entities

- University of Oklahoma Development Team is a key partner with the department on R&D
- Office of Management and Enterprise Services (OMES)

3.4.4 OHP Troop T (Training)

This Oklahoma Highway Patrol Troop trains Troopers before and during their career with OHP. This Troop also issues guns and uniform items to Troopers. These items are tracked so they can be returned at the conclusion of their duty. Crashes and Use of Force incidents are reported to this group. This information is tracked in the event that it is ever needed.

3.4.4.1 Business Functions

- Initial and ongoing training of OHP including the scheduling of classes
- Record of training scores and information
- Catalog of guns and uniform items
- Repository for use of force incidents and unit vehicular accidents

3.4.4.2 Processes

- Upload Council on Law Enforcement Education and Training (CLEET) Certification
- Process Database Training Records
- Track Officer Firearms
- Update Intranet Training Schedule/Bulletin
- Log Use of Force Incidents
- Log Unit Vehicular Accidents
- Report Sexual Harassment and Discrimination in the Workplace (HRDS) Class Log
- Process Firearms Score

3.4.4.3 Interfaces

External Entities:

- CLEET Certification Website/Upload Utility

External Software

- PeopleSoft

Internal Software

- Custom Troop T Intranet Site
- IBM Lotus Notes 7/Lotus Domino Data Base

3.4.5 OHP Troop S—Commercial Motor Vehicle Enforcement (CMV)

This Oklahoma Highway Patrol Troop performs all of the major function other troops perform. The unique duty of this troop is to inspect large commercial vehicles, such as semi-trucks, buses, and other vehicles that are oversized and overweight. This troop also inspects the companies that own these vehicles for the federal government.

3.4.5.1 Business Functions

- Oversize, Overweight or Commercial Vehicles Audits
- Audit, Appeals, and Civil Penalty Fines
- Drivers Ticketing and Collisions Documentation
- Audits of Companies with Commercial Vehicles for both safety and compliance reasons
- Contracts and Escorts Companies with Oversized or Overweight Vehicles.

3.4.5.2 Processes

- Conduct Motor Carrier Inspections
- Process Civil Penalty Fines and Hearings
- Conduct Safety Audits and Compliance Reviews
- Manage Crash Data
- Create Contracts for Oversize Loads
- Facilitate Escorts for Oversize Loads
- Process Civil Assessment Deposit

3.4.5.3 Interfaces

External Entities

- Federal Motor Carrier Safety Administration (FMCSA)

External Software

- LexisNexis Fine Payment Website
- SafetyNet Database Management System
- FMCSA's Aspen
- FMCSA's Commercial Vehicle Information Exchange Window (CVIEW)
- FMCSA's Safety and Fitness Electronic Records (SAFER) System

Internal Software

- TraCS/PARIS
- Hyland Software's OnBase

3.4.6 Public Affairs Division

The Public Relations division is a part of the Oklahoma Highway Patrol. This division performs all of the normal OHP duties and they provide public relations services to DPS and OHP. This includes speaking to the media and running the Drug Abuse Resistance Education (D.A.R.E.) program. This division also produces much of the content that is meant for external consumption.

3.4.6.1 Business Functions

- Media Relations
- D.A.R.E Program
- Public Relations Content Creation

3.4.6.2 Processes

The only processes within Public Relations that are standardized are those involving the normal responsibilities of an OHP Troop. Please see the OHP section for these processes. All other work in Public Relations is handled in a manner that suits the situation at hand; therefore, there are no standardized processes.

3.4.6.3 Interfaces

External Entities

- Other Oklahoma state and municipal law enforcement agencies
- Print and Electronic News Media Websites
- DPS/OHP Facebook accounts
- DPS/OHP Twitter accounts

3.4.7 Wrecker Services Unit

Wrecker Services provides licensing to the businesses in Oklahoma that use wreckers. When a wrecker business is licensed, their wreckers and employees are tracked by Wrecker Services. Wrecker Services also tracks when a vehicle is impounded.

3.4.7.1 Business Functions

- Wrecker Businesses and their employees/wrecker vehicles licensing
- Impounded Vehicle Tracking
- Wrecker Business locations in relation to OHP Troops

3.4.7.2 Processes

- Process 30 Day Impound Report
- Verify Insurance for Wrecker Services
- Process Law Enforcement Notification of Impounded Vehicles
- Facilitate Rotation of OHP Wrecker Services List
- Process Tow Authorization Form (TAF) for Private Property
- Validate Wrecker Drivers
- Process Wrecker Service Application
- Process Wrecker Service Renewal
- Register Wrecker Vehicles

3.4.7.3 Interfaces

External Entities

- Department of Corrections (DOC) Offender Register

Internal Software

- Corel's Paradox
- DPS Web Based Application (30 Day Impound Notice)
- DPS Internet Page (Forms)
- Esker Fax Server
- Microsoft FoxPro

- Summit Print Machine
- Delorme Xmap 5.2
- CPI OLETS Messenger

External Software

- Oklahoma Supreme Court Network (OSCN.net)

3.4.8 Size and Weights (S&W) Permit Office

Size & Weight provides special permits and licensing to oversized vehicles. This department also provides specific routes for vehicles that are too large to drive on most roads.

3.4.8.1 Business Functions

- Licensing, Routing, and Tracking of Large Overweight Vehicles

3.4.8.2 Processes

- Process Permits for Oversized and Overweight (OL1)
- Process Permits for Oversized and Overweight (Super Load)
- Process Permits for Oversized and Overweight (Super Super Load)

3.4.8.3 Interfaces

External Software

- OkiePROS—Oklahoma Department of Transportation (ODOT)
- Oklahoma Tax Commission's (OTC) Motor Vehicle Identification Number application (MVIN)

3.4.9 Communication and Electronics Services (CES) Division

Communication and Electronic Services Division is located in Oklahoma City and supports three functional areas. The first area is to provide repair services to the OHP fleet. These services consist of troubleshooting and repair of Radio systems, Radar Systems, and In-Car video Systems. The second area is to provide repair and support of two different radio network infrastructures. These networks consist of the OHP low-band state-wide network infrastructure and the OKWIN 800 MHz Trunking network. The third area is to provide support and monitoring of the OKWIN 800MHz Trunking Core systems. Communication and Electronic Services provides both Internal and External service. CES's Internal Service is to the Oklahoma Highway Patrol and their External service is to all 250 plus Public Safety Entities that utilize the OKWIN system.

3.4.9.1 Business Functions

- Communications Service Center and Radio Inventory tracking
- Core Radio system (OKWIN) Monitoring, Tracking, and Repair
- Subscribership for Core Radio system (OKWIN)
- Application, development, and maintenance of the Radio Inventory Tracking System

3.4.9.2 Processes

- Manage Radio processing, inventory, and tracking at service center level
- Manage Creation and tracking of emergency comments per radio
- Provide Unit programming per radio
- Manage Radio Infrastructure and tracking per tower site
- Manage Core Radio processing and subscribership (OKWIN)
- Process New Radio Subscriber questionnaire and Memorandums of Understanding (MOU)

3.4.9.3 Interfaces

External Entities:

- Other Oklahoma state law enforcement agencies

Internal Software

- Track-It! Service Management

3.4.10 Oklahoma Highway Patrol (OHP)

With almost 800 troopers statewide, the division has grown into several areas of special services including Capitol Patrol, Lake Patrol, Bomb Squad, Gun Shop, Special Operations, and Aircraft.

3.4.10.1 Professional Standards

3.4.10.1.1 Business Functions

- Performance Investigations concerning the internal affairs of the department

3.4.10.1.2 Processes

- Manage Performance Investigations
- Manage Security of Investigative Files
- Manage File Review and Quality Control
- Develop Policies and Training based on investigative results

3.4.10.1.3 Interfaces

External Entities

- Other Oklahoma state law enforcement agencies

3.4.10.2 Troops A through M and Turnpike Troops X and Y

These field troopers are responsible for patrolling Oklahoma's 111,994 miles of city, county, and state maintained roads and highways. Also assist with other law enforcement duties.

3.4.10.2.1 Business Functions

- Traffic Patrolling
- Accident investigation
- Assist other state law enforcement agencies
- First responders to emergency situations to traffic collisions to natural disasters and civil disorders

3.4.10.2.2 Processes

- Provide state traffic patrol
- Provide accident assistance and investigation
- Issue tickets and warnings
- Provide First Responder support

3.4.10.2.3 Interfaces

External Entities:

- Other Oklahoma state law enforcement agencies
- National Law Enforcement Telecommunications System (NLETS)
- Oklahoma Law Enforcement Telecommunication System (OLETS)

Internal Software:

- InterAct MobileCop
- Computer Aided Dispatch (CAD)
- TraCS/PARIS
- Netmotion Wireless Mobility XE

3.4.10.3 Troop O

Troop O is a “Special Service” troop designed to give air support to DPS.

3.4.10.3.1 Business Functions

- DPS Air Support

3.4.10.3.2 Processes

- Perform traffic enforcement tasks
- Assist with search and rescue
- Provide fugitive search and transportation missions
- Conduct traffic enforcement missions for DPS (Highway Patrol)
- Perform manhunt missions for various state, county and city agencies
- Provide transportation missions for the Governor, Lt. Governor, DPS, and other state agencies as required
- Provide equipment and plane maintenance

3.4.10.3.3 Interfaces

External Entities:

- Other Oklahoma state law enforcement agencies

3.4.10.4 Troop R

The Capitol Patrol Section is responsible for law enforcement, police services, safety and protection of the State Capitol Complex in Oklahoma City and Tulsa. The Troop has the primary responsibility to provide for the safety and security of all three branches of Oklahoma State government and, in addition, is also the primary law enforcement agency for over 70 state facilities.

3.4.10.4.1 Business Functions

- State Capital Complex and State Facilities Security
- Risk assessment

3.4.10.4.2 Processes

- Provide Capital Complex security for Oklahoma City and Tulsa
- Provide law enforcement for state facilities
- Provide 24 hour surveillance and video monitoring of state capital complex and Governor's mansion
- Provide risk assessment for state facilities and state events
- Provide comprehensive site analysis for security issues

3.4.10.4.3 Interfaces

External Entities:

- Other Oklahoma state law enforcement agencies
- National Law Enforcement Telecommunications System (NLETS)
- Oklahoma Law Enforcement Telecommunication System (OLETS)

External Software:

- CCURE-800
- American Dynamics video surveillance
- Avigilon Video/camera surveillance

Internal Software:

- InterAct MobileCop
- Computer Aided Dispatch (CAD)
- TraCS/PARIS
- Netmotion Wireless Mobility XE

3.4.10.5 Troop W

The marine law enforcement branch of the department provides service to 38 state lakes and recreation areas consisting of 4,385 miles of shoreline and 490,215 surface acres of water.

3.4.10.5.1 Business Functions

- Marine law enforcement
- Boat safety and education
- Marine theft prevention and investigation
- Boating Law Administration

3.4.10.5.2 Processes

- Provide lake patrols
- Conduct search and rescue missions
- Perform boating accident investigations
- Perform drowning incident investigations
- Assist state and local authorities in natural disaster situations
- Conduct "Boat Oklahoma" training course
- Conduct short water and boating safety seminars and programs to both schools and civic groups
- Investigate boat theft
- Investigate titling and registration fraud
- Perform inspections on boats and outboard motors without hull identification numbers (HIN) and those coming into the state from another state or country
- Issue serial numbers or hull identification numbers (HIN), if necessary, before they are titled and registered
- Ensure safety laws are current and in compliance with federal regulations and other standards
- Conduct free vessel safety inspections to individuals to vessel is properly equipped and safe

3.4.10.5.3 Interfaces

External Entities:

- Other Oklahoma state law enforcement agencies
- National Law Enforcement Telecommunications System (NLETS)
- US Coast Guard
- Oklahoma Law Enforcement Telecommunication System (OLETS)

Internal Software:

- InterAct MobileCop
- TraCS/PARIS
- Netmotion Wireless Mobility XE

3.4.10.6 Troop E/S

3.4.10.6.1 Business Functions

- Security and transportation for Executive offices (Governor, Governor's family, Residence and Lieutenant Governor)

3.4.10.6.2 Processes

- Provides Security and transportation for Executive offices (Governor, Governor's family, Residence and Lieutenant Governor)

3.4.10.6.3 Interfaces

External Entities:

- Other Oklahoma state law enforcement agencies

3.4.11 Transportation Division

The Transportation Division provides maintenance and modification services to OHP, DPS, and Turnpike Authority OHP vehicles. This division outfits new and old units with the necessary equipment needed by the OHP. Many of the parts they use are kept on hand in their parts inventory. They also send replacement parts out into the field and track outside vendor costs associated with vehicle maintenance.

3.4.11.1 Business Functions

- Vehicles Outfitting (OHP, DPS, and OHP Turnpike Authority)
- Vehicle Maintenance (OHP, DPS, and OHP Turnpike Authority)
- Vehicle Parts Inventory

3.4.11.2 Processes

- Request Purchase Order
- Comdata Fleet Card
- Process Vehicle End of Life
- Maintain Parts Inventory
- Vehicle Parts issue
- Vehicle Maintenance expense tracking
- DPS Vehicles Data Reports
- Facilitate New Unit Preparation
- Facilitate Unit Retro Outfit
- DPS Vehicle Procurement
- DPS Vehicle registration and licensing

3.4.11.3 Interfaces

External Entities

- Comdata Fleet Card

External Software

- Scansoft Paperport

Internal Software

- PeopleSoft Fleet Management

3.4.12 Financial Services Division

The Financial Services Division is headed by the Comptroller and has the offices of Finance, Budget and Procurement under its control. The DPS Comptroller is responsible for supervising the quality of accounting and financial reporting for DPS in accordance with the guidelines specified by the Oklahoma Office of State Finance. The Finance Division processes and reports all payments accrued from customers to the mainframe for interdepartmental use.

3.4.12.1 Business Functions

- Immediate Refund Voucher
- Voucher Reconciliation
- Receipt Issuance
- Deposit Report
- Accounts Payable
- Accounts Payable and Accounts Receivable Reporting

3.4.12.2 Processes

- Load Receipts
- Process Deposits and Fees
- Upload checks issued as refunds to the Treasury Office FTP website (antiquated process)
- Validate payments
- Process Payment Plans
- Process Accounts Payable
- Track all monies transferred to and from DPS

3.4.12.3 Interfaces**External Entities**

- Office of Management and Enterprise Services (OMES)

External Software

- PeopleSoft

Internal Software

- Hyland Software's OnBase
- MS DOS OASIS program (out of scope)

3.4.13 Supply Division

This division orders and receives of many of the outside items that DPS purchases. They track and issue these items to divisions through DPS and OHP.

3.4.13.1 Business Functions

- Item Ordering, Tracking and Issuing
- Item Receiving

3.4.13.2 Processes

- Issue Inventory Items
- Ordering of Inventory Items
- Process Receipt of Inventory
- Purchase/Inventory of OHP Ticket books (paper)
- Track Troopers' Uniform Inventory

3.4.13.3 Interfaces

External Entities

- Various Outside Online Stores

External Software

- PeopleSoft

3.4.14 Human Resources (HR) Division

This division of DPS is responsible for all personnel changes. These changes include managing the life cycle of an employee and the benefits they receive. They are also responsible for managing all other personal problems that might arise during an employee's career.

3.4.14.1 Business Functions

- Hiring Process
- Benefits Management
- All other personnel changes

3.4.14.2 Processes

All of the processes within Human Resources involve personnel changes. This is their area of expertise and the scope of their work. As per the Statement of Work for this document, all IT personnel changes are out of scope.

3.4.14.3 Interfaces

External Entities:

- Office of Management and Enterprise Services (OMES)

External Software:

- PeopleSoft

3.4.15 Property Management Division

The Property Management Division provides minor remodel, maintenance, and custodial supply services for 9 DPS facilities on the main campus as well as other facilities within the state, e.g. Troop A, B, C, J, and I-240.

3.4.15.1 Business Functions

- Maintenance or upgrade of all DPS facilities state wide.

3.4.15.2 Processes

- Order custodial and maintenance supplies from DPS supply department
- Order custodial and maintenance supplies from Outside Vendors
- Facilitate Surplus Property requests
-

3.4.15.3 Interfaces

External Entities

- OK.gov
- Vendor websites
- OMES Central Purchasing
-

3.4.16 Oklahoma Law Enforcement Telecommunications Systems (OLETS) & Telecommunications Division

The Oklahoma Law Enforcement Telecommunications System (OLETS) is a computerized message-switching system created and dedicated to providing the criminal justice community access to Criminal Justice Information (CJI). Its sole purpose is to provide for the interstate, intrastate and interagency exchange of CJI and other law enforcement information. OLETS provides Oklahoma's access to the National Law Enforcement Telecommunications System (NLETS) and to the National Crime Information Center (NCIC). It is governed by Oklahoma Statutes, FBI / CJIS Security Policy and Federal Code. Its operation is audited by the FBI / CJIS Division to ensure compliance. OLETS is operational 24 hours a day, 7 days a week.

3.4.16.1 Business Functions

- Management of criminal justice related information
- Annual Audits

3.4.16.2 Processes

- Exchange of interstate, intrastate, and interagency criminal justice information via OLETS message switching system
- Perform mandatory transaction audits twice annually

3.4.16.3 Interfaces**External Entities:**

- Other Oklahoma state law enforcement agencies
- Oklahoma Tax Commission (OTC)
- Oklahoma State Bureau of Investigations (OSBI)
- National Crime Information Center (NCIC)
- National Law Enforcement Telecommunications System (NLETS)
- Oklahoma Corporation Commission
- Oklahoma State Bureau of Narcotics
- Oklahoma Juvenile Justice
- INTERPOL

3.4.17 Board of Tests (BOT) for Alcohol and Drug Influence

The Board of Tests (BOT) for Alcohol and Drug Influence administers breath alcohol testing programs for DUI arrests, and collects and processes the related data for DPS and outside entities as required for the open records law. They also regulate the Ignition Interlock industry program to ensure the compliance of devices and licensed vendors.

3.4.17.1 Business Functions

- Administration of breath-testing programs for DUI arrests
- Regulation of Ignition Interlock industry program

3.4.17.2 Processes

- Collect test results from Intoxilyzers
- Convert data to Corel Paradox database for internal queries
- Process Open Records Requests
- Regulate Ignition Interlock Industry program
- Validate Ignition Interlock technician requirements
- Research and collect Statistical Data for OHSO
- Maintain Instrument maintenance files

3.4.17.3 Interfaces
External Entities

- OK.gov

Internal Software

- Computerized Breath and Alcohol Archive (COBRA)
- Corel Paradox
- Wasp Asset Management

3.4.18 Oklahoma Office of Homeland Security (OKOHS)

The Oklahoma Homeland Security Act outlined OKOHS's strategic objectives: prevent a terrorist attack in Oklahoma, reduce Oklahoma's vulnerability to terrorist attacks, and minimize the damage from and respond to a terrorist attack, should one occur. OKOHS functions as a coordinating entity between agencies to avoid duplication of efforts and conserve limited state and federal resources.

3.4.18.1 Business Functions

- Development and implementation of a comprehensive statewide homeland security strategy
- Development and implementation of a statewide response system
- Administration of the homeland security advisory system
- Coordination, application, and distribution of federal homeland security grant funds
- Implementation of national homeland security plans

3.4.18.2 Processes

- Process Federal Grant Reimbursement
- Process division purchasing
- Process necessary grant tracking
- Provide Training as requested

3.4.18.3 Interfaces

External Entities:

- Other Oklahoma state law enforcement agencies

3.4.19 Communications Section

This division contains Oklahoma Highway Patrol dispatch. Dispatch contacts Troopers with important information when they need to be on the scene of an incident. If a Trooper makes contact with an individual, they will frequently contact dispatch to receive any information on the individual. This information comes from CAD, Mobile Cop, and CIDLS. The Communications Division's other role is to help in the development and implementation of software solutions for dispatch. This section must comply with the Law Enforcement Information Technology Standards Council (LEITSC).

3.4.19.1 Business Functions

- Dispatch Services for Oklahoma Highway Patrol
 - Trooper requested Background Checks
 - Relaying of Information to Troopers
- Communication with Wreckers, if needed, based on Wrecker Services Rotation
- Development and Implementation of Software Solutions that revolve around the communication between a dispatcher and Oklahoma Highway Patrol.

3.4.19.2 Processes

The Communication Division and Dispatch is currently being reorganized. Due reorganization, their processes will be changing and will become more unified. Currently each OHP Dispatch Station works within the guidelines of their manual, but each Station has a different way of performing their duties. Communication and Dispatch's processes do not need any current integration with Oklahoma DPS systems besides the need to look up information on individuals and vehicles.

3.4.19.3 Interfaces

External Entities:

- Commercial Driver License Information System (CDLIS)
- Multiple City, County, and local First Responders to include Law Enforcement, Emergency Medical and Fire departments
- Telephone queries from local and transitory motorists
- Telephone queries from communities
- Telephone queries from local news agencies

Internal Software:

- Computer Aided Dispatch
- InterAct MobileCop
- DPS Wrecker Services
- Oklahoma Law Enforcement Telecommunication System (OLETS)

DPS GLOSSARY of Terms

AAMVA	American Association of Motor Vehicle Administrators
BoA	Bank of America
BOT	Board of Tests for Alcohol and Drug Influence
CDL	Commercial Driver License
CDLIS	Commercial Driver License Information System
CES	Communications and Electronics Services
CICS	Customer Information Control System
CJIS	Criminal Justice Information Services
CMV	Commercial Motor Vehicle
COBRA	Computerized Breath Alcohol Archives
COTS	Commercial Off The Shelf
CRS	Crash Reporting System
D.A.R.E.	Drug Abuse Resistance Education
DASD	Direct Access Storage Device
DC	Driver Compliance
DHS	Department of Human Services
DL	Driver License
DLS	Driver License Services
DMV	Department of Motor Vehicles
DOC	Department of Corrections
DPPA	Drivers Privacy Protection Act
DPS	Department of Public Safety
FARS	Fatality Analysis Reporting System
FMCSA	Federal Motor Carrier Safety Administration
GDG	Generation data group
HIPPA	Health Insurance Portability and Accountability Act
HR	Human Resources
ID	Identification (Card)
ISD	Information Services Division of OMES
ISO	International Organization for Standardization
IT	Information Technology
IVU	Identity Verification Unit
JCL	Job Control Language
LEITSC	Law Enforcement Information Technology Standards Council
LPAR	Logical Partition
MLA	Motor License Agent
MOU	Memorandum of Understanding
MVR	Motor Vehicle Report/Record
NHTSA	National Highway Traffic Safety Administration
NIEM	National Information Exchange Model

NLETS	National Law Enforcement Telecommunication Systems
ODMHSAS	Oklahoma Department of Mental Health and Substance Abuse Services
ODOT	Oklahoma Department of Transportation
OHP	Oklahoma Highway Patrol
OHSO	Oklahoma Highway Safety Office
OLETS	Oklahoma Law Enforcement Telecommunications System
OMES	Office of Management and Enterprise Services
OKOHS	Oklahoma Office of Homeland Security
OSBI	Oklahoma State Bureau of Investigation
OSCN	Oklahoma Supreme Court Network
OTC	Oklahoma Tax Commission
OU	Oklahoma University
PARIS	Police Automated Records Integration Services
PCI	Payment Card Industry
PCI DSS	Payment Card Industry Data Security Standards
RFP	Request for Proposal
RM	Records Management
State	State of Oklahoma
TraCS	Traffic and Criminal Software
TSA	Transportation Security Administration
USCIS	US Citizenship and Immigration Service
VSAM	Virtual Storage Access Method

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) State of Oklahoma	
	Business name/disregarded entity name, if different from above Office of Management and Enterprise Services	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee <input checked="" type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.) 3115 N. Lincoln Blvd.	Requester's name and address (optional)
	City, state, and ZIP code Oklahoma City, OK 73105	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)																				
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9">Social security number</th> </tr> <tr> <td style="width: 20px; height: 20px;"></td> </tr> </table>	Social security number																		
Social security number																				
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="9">Employer identification number</th> </tr> <tr> <td style="width: 20px; height: 20px; text-align: center;">7</td> <td style="width: 20px; height: 20px; text-align: center;">3</td> <td style="width: 20px; height: 20px; text-align: center;">-</td> <td style="width: 20px; height: 20px; text-align: center;">6</td> <td style="width: 20px; height: 20px; text-align: center;">0</td> <td style="width: 20px; height: 20px; text-align: center;">1</td> <td style="width: 20px; height: 20px; text-align: center;">7</td> <td style="width: 20px; height: 20px; text-align: center;">9</td> <td style="width: 20px; height: 20px; text-align: center;">8</td> <td style="width: 20px; height: 20px; text-align: center;">7</td> </tr> </table>	Employer identification number									7	3	-	6	0	1	7	9	8	7
Employer identification number																				
7	3	-	6	0	1	7	9	8	7											

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below).	
Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/8/2013</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.
² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. **Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.
2. **Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.
3. **Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor ⁴
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



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

Responding Bidder Information

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

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

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

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit¹:**

YES – Permit #: _____

NO - Exempt pursuant to Oklahoma Laws or Rules

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

YES – Filing Number: _____

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

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

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

YES – include a certificate of insurance with the bid

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

Authorized Signature

Date

Printed Name

Title

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

² For frequently asked questions concerning Workers' Compensation Insurance, see

http://www.ok.gov/oid/Consumers/Workers'_Compensation/index.html



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

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

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

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



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

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

Oklahoma EITA Procurement Clause:

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

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

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

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

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

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

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

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



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.

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

Remarks & Explanations (third section on VPAT)

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

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



The following VPAT provides a sample format used to evaluate IT Standards applicable to Web-Based Internet Information and Applications established in Section 4.3 of the official IT Standards. The standards are based on the Federal Section 508 Electronic and Information Technology Accessibility Standards developed by the Access Board as well as the access guidelines, version 1.0, developed by the Web Accessibility Initiative of the World Wide Web Consortium. These provisions ensure access for people with visual, hearing, motor and cognitive disabilities who rely on various assistive products to access computer-based information, such as screen readers. Screen readers translate the computer screen display into automated audible output and refreshable Braille displays. Certain conventions, such as verbal tags or identification of graphics and format devices, such as frames, are necessary so that these devices can "read" them for the user in a sensible way. The standards do not prohibit the use of Web site graphics or animation. Instead, the standards help ensure that such information is also available in an accessible format. Generally, this means use of text labels or descriptors for graphics and certain format

Responses to "Meet Standard and How" and "Not Applicable and Why" should be completed in detail. Simple "yes" or "comply" answers provide insufficient information necessary to conduct an informed assessment.

Product Name/Description: _____

Date VPAT Completed: _____

Supplier Name: _____

Name of Person Completing Form: _____

Telephone Number: _____

Web-based Internet information and applications - IT Standards Section 4.3 Voluntary Product Accessibility Template
Criteria: (a) A meaningful text equivalent for every non-text element shall be provided (e.g., via "alt", "longdesc", or in element content) except for captioning of audio information which shall comply with (b) of this section.
Supporting Features:
Remarks and explanations:

Criteria: (b) Equivalent alternatives for any multimedia presentation shall be synchronized with the presentation.
Supporting Features:
Remarks and explanations:

Criteria: (c) Web pages shall be designed so that all information conveyed with color is also available without color, for example from context or markup. Ensure that foreground and background color combinations provide sufficient contrast when viewed by someone having color deficits or when viewed on a black and white screen.

Supporting Features:

Remarks and explanations:

Criteria: (d) Documents shall be organized so they are readable without requiring an associated style sheet.

Supporting Features:

Remarks and explanations:

Criteria: (e) Redundant text links shall be provided for each active region of a server-side image map.

Supporting Features:

Remarks and explanations:

Criteria: (f) Client-side image maps shall be provided instead of server-side image maps except where the regions cannot be defined with an available geometric shape.

Supporting Features:

Remarks and explanations:

Criteria: (g) Row and column headers shall be identified for data tables.

Supporting Features:

Remarks and explanations:

Criteria: (h) Markup shall be used to associate data cells and header cells for data tables that have two or more logical levels of row or column headers.

Supporting Features:

Remarks and explanations:

Criteria: (i) Frames shall be titled with text that facilitates frame identification and navigation

Supporting Features:

Remarks and explanations:

Criteria: (j) Pages and elements shall be designed so that screen flicker does not occur between frequencies 2 Hz and 55 Hz.

Supporting Features:

Remarks and explanations:

Criteria: (k) A text-only page, with equivalent information or functionality, shall be provided to make a web site comply with the provisions of these standards when compliance cannot be accomplished in any other way. The content of the text-only page shall be updated whenever the primary page changes. The non-accessible version must be as accessible as possible.

Supporting Features:

Remarks and explanations:

Criteria: (l) When pages utilize scripting or other programmatic elements to display content, the information provided by the script shall also be provided in an equivalent text format that can be processed and interpreted by assistive technology. When pages utilize scripting or other programmatic elements to create user interfaces, user interaction shall be input device independent.

Supporting Features:

Remarks and explanations:

Criteria: (m) When a web page requires that an applet, plug-in or other application be present on the client system to interpret page content, the page must provide a link to a plug-in or applet that complies with Oklahoma Software Applications and Operating Systems standards (a) through (l).

Supporting Features:

Remarks and explanations:

Criteria: (n) When electronic forms are designed to be completed on-line, the form shall allow people using assistive technology to access the information, field elements, and functionality required for completion and submission of the form, including all directions and cues.

Supporting Features:

Remarks and explanations:

Criteria: (o) A method shall be provided that permits users to skip repetitive navigation links.

Supporting Features:

Remarks and explanations:

Criteria: (p) When a timed response is required, the user shall be alerted and given sufficient time to indicate more time is required.

Supporting Features:

Remarks and explanations:

Criteria: (q) Use valid, industry recognized web programming standards including a document type definition or the equivalent.

Supporting Features:

Remarks and explanations:

Criteria: (r) Identify the primary natural language of the document.

Supporting Features:

Remarks and explanations:

Criteria: (s) A link to the agency's Web site accessibility policy (if existing) and contact information for compliance issues related to the accessibility of electronic and information technology shall be included on home pages and other key pages.

Supporting Features:

Remarks and explanations: