



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

Solicitation

1. Solicitation #: 8300001090

2. Solicitation Issue Date: 11/14/2013

3. Brief Description of Requirement:

Interactive Voice Response Authentication (IVRA)

The State of Oklahoma Office Of Management and Enterprise Services (OMES)/ISD Procurement is seeking procurement and implementation on behalf of the Oklahoma Department of Human Services (OKDHS) ADvantage Waiver and State Plan Personal Care programs a vendor hosted web-based solution for the purposes of electronic billing through the use of an Interactive Voice Response Authentication (IVRA) or Electronic Visit Verification (EVV) system. Using caller ID technology, the IVRA/EVV software will allow OKDHS contracted provider staff to check-in and check-out via telephone interaction, and the software will accommodate manual data entry and editing for billing purposes.

4. Response Due Date: 12/19/2013

Time: 3 p.m. CST

5. Issued By and Return Sealed Bid To:

**Office of Management & Enterprise Services
3115 N. Lincoln Blvd.
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



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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 a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Addendum" means a written modification to a contract.
- A.1.3.** "Alteration" means a modification an offeror makes to a solicitation response prior to the response due date.
- A.1.4.** "Alternate or alternative offer" means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.
- A.1.5.** "Amendment" means a written change, addition, correction, or revision to a solicitation made by the state agency responsible for making the acquisition.
- A.1.6.** "Bid" means an offer in the form of a bid, proposal or quote an offeror submits in response to a solicitation;
- A.1.7.** "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier", "vendor", or "offeror" responding to a solicitation.
- A.1.8.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute;
- A.1.9.** "COTS" means Commercial off the Shelf.
- A.1.10.** "Contract" means the final agreement under which the services and/or products shall be governed.
- A.1.11.** "Contractor" means the Business Entity with whom the State enters into this contract.
- A.1.12.** "Close of business" means 5:00PM Central Time.
- A.1.13.** "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.14.** "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.15.** Minor Deficiency or "minor informality" means an immaterial defect in a response or variation in a bid from the exact requirements of a solicitation that may be correct or waived without prejudice to other offerors. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- A.1.16.** "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.17.** "Offeror" shall be synonymous with "vendor", "bidder", or other similar term;
- A.1.18.** "OMES" means the Office of Management and Enterprise Services for the State of Oklahoma.
- A.1.19.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.20.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential Contractor prior to issuing a solicitation.
- A.1.21.** "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.1.22.** "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the State government, whether elected or appointed, excluding only political subdivisions of the State.
- A.1.23.** "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.1.24.** "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for an offeror to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

A.2. Offer Submission

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

A.3. Solicitation Amendments

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

A.4. Offer Change

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

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

By submitting an offer to this solicitation:

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

A.6. Offer Public Opening

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

A.7. Offers Subject To Public Disclosure

- A.7.1.** Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information an offeror submits as part of or in connection with an offer are public records and subject to disclosure. Offerors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. 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 offeror 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. (2001) § 24A.1-27, the offerors proposals will not be disclosed, except for purposes of evaluation, prior to approval by the CIO of the resulting contract. All material submitted becomes the property of the State of Oklahoma. Proposals will not be considered confidential after a contract is awarded 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 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. Offerors 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 offerors for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the offerors. The State of Oklahoma shall not reimburse any offeror for any such costs.

A.12. Firm Fixed Price

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

A.13. Pricing Requirements

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

A.14. Manufacturers' Name and Approved Equivalents

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

A.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 offeror imposes terms or conditions that would modify requirements of the solicitation or limit the offeror's liability to the State. Other possible reasons for rejection of offers are listed in OAC 580:15-4-11

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

A.16. Award of Contract

- A.16.1. The State may award the contract to more than one offeror by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.
- A.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>.
- 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.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.18.2.** Contractor(s) shall be required to deliver products and services as offered on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

A.19. Invoicing and Payment

- A.19.1.** Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.
- A.19.2.** Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

A.20. Tax Exemption

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

A.21. Audit and Records Clause

- A.21.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.
- A.21.2.** The contractor(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.22. Non-Appropriation Clause

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

A.23. Choice of Law

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

A.24. Choice of Venue

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

A.25. Termination for Cause

- A.25.1.** The contractor may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the contractor.
- A.25.2.** The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.
- A.25.3.** If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.26. Termination for Convenience

- A.26.1.** The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.
- A.26.2.** If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

A.27. Insurance

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

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

A.28. Employment Relationship

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

A.29. Compliance with the Oklahoma Taxpayer And Citizen Protection Act Of 2007

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

A.30. Compliance with Applicable Laws

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

A.31. Gratuities

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

A.32. 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.33. Mutual Responsibilities

The State and contractor agree that under this Agreement:

- A.33.1.** 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.33.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.33.3.** Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
- A.33.4.** Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

A.34. Background Checks and Verifications

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

A.35. Confidentiality

- A.35.1.** Pursuant to Title 62 O. S. §34.12.(C). "The Office of Management and Enterprise Services and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or Federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of State assets."

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

- A.35.2.** The contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.
- A.35.3.** The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the State's CIO, the State Agency Director, or in compliance with a valid court order.

A.36. Unauthorized Obligations

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

A.37. Electronic and Information Technology Accessibility

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

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

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

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

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

A.38. Patents and Copyrights

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

- A.38.1.** If a third party claims that a product the contractor provides to an Procuring Agency infringes that party's patent or copyright, the contractor shall defend the State against that claim at contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided the State: (i) promptly notifies the contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows the contractor to control, and cooperates with the contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize the contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

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

- A.38.2.** Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a product; (ii) modification of a product by any party other than contractor, contractor's representative or contractor's sub-contractor, or any State employee acting at the contractor's direction, or a program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a product with other products not provided by contractor as a system, or the combination, operation or use of a product with any product, data, or apparatus that contractor did not provide; or (iv) infringement by a non-contractor product alone, as opposed to its combination with products contractor provides to the State as a system.

A.39. Federal Terms and Conditions

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

A.39.1. 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.39.2. 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.39.3. 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.39.4. Environmental Protection

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

A.40. Assignment

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

A.41. Severability

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

A.42. Failure to Enforce

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

A.43. Licensed Software

A.43.1. Under no circumstances shall the contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.

A.43.2. All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the contractor in performance of this contract is the responsibility of the contractor.

A.44. Contract

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

A.45. Conflict of Interest

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

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

Furthermore, contractor must certify that no person who has been involved in any manner in the development of a solicitation or contract while employed by the State shall be employed to fulfill any of the services provide for under said solicitation or contract.

A.46. Limitation of Liability

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

A.47. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.47.1. In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of Management and Enterprise Services - ISD's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.

A.47.2. Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract shall remain the property of the State of Oklahoma; therefore, 'Keep Your Hard Drive' costs must be included in the offeror's proposed cost.

A.47.3. Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected offeror's may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs, there shall be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

A.47.4. The State of Oklahoma IT Security Policies may be found at:

A.47.5. <http://www.ok.gov/OSF/documents/InfoSecPPG.pdf>

A.48. Offshore Services

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

A.49. Failure to Provide

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

A.50. 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.51. 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.52. 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.53. Ownership Rights

A.53.1. It is understood and agreed that the Software is being developed by the contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on contractor's reusable or pre-existing intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

A.53.2. Except for any utilities, all work performed by the contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

A.54. Right of Use

A.54.1. The State has the right to use or not use the software, not including any utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, contractor shall bear no liability for any changes the State makes to such software.

A.54.2. In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion. With respect to any Utilities, the State shall have the right to perpetual, internal use of the Utilities included in the deliverable.

A.54.3. Contractor shall assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor shall sign any such applications, upon request, and deliver them to the State. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

A.55. Source Code Escrow – Reference Title 62 O.S. § 34.31

No State agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes, nor the Purchasing Division of the Department of Central Services, unless otherwise provided by Federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the State, unless the contractor agrees to place into escrow with an independent third party the source code for the software and/or modifications.

A.55.1. The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code

escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

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

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

A.55.2. As used in this section:

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

A.56. 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.57. Used or New Products

Offeror 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.

A.58. Publicity

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

A.59. Mandatory and Non-Mandatory Terms

- A.59.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror's Proposal.
- A.59.2.** 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.60. 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.61. OMES/ISD / Agency Relationship

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

A.62. Acceptance of Request for Proposal Content

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

A.63. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Glossary of Terms

- B.1.1.** Contractor – A vendor, offeror, or bidder that has been awarded a contract by the State.
- B.1.2.** AA – Administrative Agent
- B.1.3.** ADvantage – a Sooner Care program that provides services in the home to frail elders and adults with disabilities as an alternative to nursing facility care
- B.1.4.** Agency – depending on context, a service provider or an administrative division of government
- B.1.5.** Agent – a person or organization with legal/contractual authorization to act on behalf of another person or organization
- B.1.6.** ASD – Aging Services Division
- B.1.7.** ASR – Advanced / Supportive Restorative Assistance
- B.1.8.** CD-PASS – Consumer Directed Personal Assistance Services and Supports
- B.1.9.** CMS – Centers for Medicare and Medicaid Services
- B.1.10.** EBT– Electronic Benefit Transfer
- B.1.11.** EFT–Electronic Funds Transfer
- B.1.12.** ELDERS –Electronic Data Entry and Retrieval System
- B.1.13.** EPS – Electronic Payment Services
- B.1.14.** Identified Cost(s) or Damages- The sum or amount of payment for punitive damages sought against the Supplier, for breach or failure to provide or complete the work stated and agreed upon in the contract between the Supplier and OKDHS.
- B.1.15.** IRS – Internal Revenue Service
- B.1.16.** IVR – Interactive Voice Response
- B.1.17.** IVRA – Interactive Voice Response Authentication
- B.1.18.** Member - an eligible participant in Oklahoma Sooner Care, a Medicaid program
- B.1.19.** MMIS – Medicaid Management Information System
- B.1.20.** Mobile Solution – Interactive Voice Response Authentication system or Electronic Visit Verification for electronic visit verification of service delivery that does not rely upon the traditional land-line phone system.
- B.1.21.** OHCA – Oklahoma Health Care Authority
- B.1.22.** Participant – by context of use a member associated with a specific Sooner Care program, sub-group or service delivery status
- B.1.23.** POS – Point of Service
- B.1.24.** Service Provider – an organization or individual holding a SOONERCARE Medicaid contract to provide services to ADvantage eligible members
- B.1.25.** Sooner Care – Oklahoma’s Medicaid program
- B.1.26.** SPPC – State Plan Personal Care
- B.1.27.** TPIN –Telephone Personal Identification Number
- B.1.28.** Unit – a Sooner Care policy defined time duration of service delivery (usually 15-minutes)
- B.1.29.** WMIS– Waiver Management Information System
- B.1.30.** Worker – an employee of a Home Care service provider agency or a worker of a member/employer under CD-PASS who provides direct care services to an ADvantage member

B.2. Contract Term, Renewal and Extension

- B.2.1.** The initial contract shall be for the purchase of the proposed software solution, project meetings and conference calls, installation, configuration, technical interface documentation for the OKDHS, technical assistance, testing, piloting, implementation, maintenance, support and ongoing consultation related to the implemented system (s).
- B.2.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there shall be four (4) options to renew maintenance and support, each for duration of one (1) year.
- B.2.3.** After the initial term of one year, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State will review the terms and conditions to determine validity with current state statues and rules. If required prior to renewal, the State will work with the contractor to incorporate any required changes to this agreement.
- B.2.4.** The State, at its sole option, may choose to exercise an extension for 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent 90 day extensions, by mutual consent and at the contract compensation rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to new contractor.
- B.2.5.** Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.
- B.2.6.** Term Extensions – The State CIO reserves the right to extend any contract awarded if it is determined to be in the best interest of the State.

B.3. Contractors and Sub-Contractors Obligations

- B.3.1.** The contractor may use sub-contractors in support of this contract; however, the contractor shall remain solely responsible for the performance of this contract.
- B.3.2.** All payments for products or services shall be made directly to the contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this contract.
- B.3.3.** All contractor and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments shall be made to the contractor for services performed pursuant to this contract by unapproved employees of a sub-contractor.
- B.3.4.** Contractor's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.4. 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.

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

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

B.6. Delivery and Acceptance-

All products and services are subject to inspection and testing by the OKDHS and any that do not meet or exceed the specifications may be rejected.

The OKDHS shall be given up to ninety (90) days from the final completion of the installation (if installed by the Contractor) or up to ninety (90) days after delivery if the OKDHS installs (using the contractor's installation documentation or with the contractor working on-site with OKDHS staff) to test, evaluate, and accept the materials, software, and services (collectively, the deliverables) delivered or furnished under this contract.

If the Contractor's product or services fail to meet the specifications, then the same may be rejected and returned to the Contractor with a letter stating the reasons for non-acceptance. Such rejection will exempt the OKDHS from all related costs incurred by the Contractor. The Contractor shall be given thirty (30) days to cure the nonconforming products or services and re-submit the deliverable(s) to the OKDHS, with a letter explaining the corrections made, for inspection, re-testing, and re-evaluation. The OKDHS shall be given thirty (30) days to inspect, re-test, and re-evaluate the deliverable(s), and to issue a written notice of acceptance or rejection of the deliverables. If the deliverables submitted fail to pass acceptance within ninety (90) days, the OKDHS may, at its sole discretion, continue with the Contractor or terminate the agreement.

Deliverables must be accepted in writing by the OKDHS before title shall pass to the OKDHS or payment shall be authorized. However, acceptance by the OKDHS following testing and evaluation shall not be conclusive that the deliverable(s) conform in all respects to the specifications. In the event that the OKDHS discovers nonconformance after acceptance, whether due to a latent defect or otherwise, the Contractor shall take whatever corrective action as necessary so that the deliverable(s) conform to the specifications, including but not limited to, modification or replacement of non-conforming products or services. Contractor warrants that, upon receipt of written notice by the OKDHS of a latent defect in design, material, or workmanship, or a latent nonconformity of the software or services to the specifications, which would have constituted a basis for rejection if discovered prior to acceptance, it will repair or replace or otherwise correct the defect to the level of performance specified in this solicitation.

B.7. Agency Polices

B.7.1. HIPAA Requirements - (Protecting and Securing Protected Health Information)

To the extent the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is applicable to the resulting contract, Supplier, its officers and employees (collectively, "Organization") and Oklahoma State Department of Human Services (OKDHS), together known as the "Parties", agrees as follows:

Contractor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996. The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 CFR §§ 160.103 and 164.501).

Contractor shall agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") (45 C.F.R. Parts 160, 162 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996 if the data they are hosting, storing, accessing, utilizing, managing, or manipulating contain electronic Protected Health Information (ePHI.) The definitions set forth in the Privacy Rule are incorporated by reference into this contract (45 C.F.R. §§ 160.103 and 164.501). Documentation of HIPAA compliance, including but not limited to, summaries of policies, procedures, practices, and user training must be provided to the OKDHS, Information Security Office. Failure to comply with the requirements of this standard may result in funding being withheld from Contractor, and/or full audit and inspection of Contractor's HIPAA security compliance as it pertains to this contract. Contractor will sign and adhere to an OKDHS Business Associate Agreement.

The Business Associate Agreement provides for satisfactory assurances that Contractor will use the information only for the purposes for which it was engaged. Contractor agrees it will safeguard the information from misuse, and will comply with HIPAA as it pertains to the duties stated within the contract.

B.7.2. ELECTRONIC & INFORMATION TECHNOLOGY ACCESSIBILITY (EITA)

Information Technology or Communications Products, Systems or Applications requiring development and/or customization the following shall apply.

B.7.2.1. The proposed solution must include provisions for substituting accommodation hardware, firmware and software that represent advancements in technology with respect to that originally offered. All substitutions must be certified by OKDHS as a suitable replacement for or addition to the appropriate accommodation hardware, firmware, or software.

- B.7.2.2.** Any single enhancement or combination of enhancements, when enabled, must be compatible with all system operations and procedures that are available when the enhancements are not enabled
- B.7.2.3.** The proposed solution must provide for accommodation hardware, firmware, or software that becomes available after award of contract that offers improvements in technology to better provide for the needs of users with disabilities. If OKDHS elects to do so, it may evaluate the provision and accept for substitution of equipment covered in the resulting contract, but not yet delivered.
- B.7.2.4.** All websites, applications, content, documents, and any additions and/or revisions to these generated as product of efforts under this contract will be submitted to the Web Content Management Unit (WCMU) for review and validation. These submissions are to include but are not limited to a VPAT where applicable. The WCMU tests and verifies that the provided submissions are compliant with all applicable statutes, policies, and standards as well as validating that their VPATs or accessibility reports are accurate and complete

B.8. Information Security

The successful contractor must sign an Acceptable Use, Confidentiality, and Non-Disclosure agreements, User Logon Authorization, and may be subject to Background Checks the successful contractor shall comply with information security auditing and compliance

The successful contractor will perform an annual audit of information security risk assessment due to the Security and Emergency Management Unit of the OKDHS Office of Inspector General, by the first day of November of each year for private entities and by the last day in January for public entities. The final information security risk assessment report shall identify, prioritize, and document information security vulnerabilities of the Supplier. The Supplier is granted 60 working days after final report submission to respond with a mitigation plan for the identified security vulnerabilities. Supplier shall use either the standard security risk assessment created by the Security and Emergency Management Unit of the OKDHS Office of Inspector General or a third-party risk assessment meeting the ISO/IEC 17799 standards and using the National Institute of Standards and Technology Special Publication 800-30 (NIST SP800-30) process and approved by the Office of State Finance.

The successful contractor will disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of Oklahoma whose encrypted or unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay to the Security and Emergency Management Unit of the OKDHS Office of Inspector General. The Supplier must deliver a final report of the breach post-mortem, citing the reason, sources, affected records, and mitigation plans or actions within 10 business days of breach discovery.

The successful contractor will comply with Federal Information Processing Standards – FIPS 200 which promotes the development, implementation, and operations secure information systems within governmental agencies by establishing minimum levels of due diligence for information security and facilitating a more consistent, comparable, and repeatable approach for selecting and specifying security controls for information systems that meet minimum security requirements.

B.8.1. User Logon Authorization

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

B.8.2. Background Checks and Verifications

At the sole discretion of the State, the Contractor may be subject to user background checks, depending on the information systems accesses or types of data provided to the Contractor. Contractor must submit the required background check information to the State in a timely manner. No access agreements will be processed prior to completion of user background verification.

B.8.3. Auditing and Compliance

The Security and Emergency Management Unit of the OKDHS Office of Inspector General may, at its discretion, audit the Supplier for information security compliance as it pertains to this contract. The Supplier must supply corrective action plans for non-compliant audit findings within 30 business days from the receipt of the final audit report from Oklahoma Department of Human Services. Failure to comply with these requirements may result in funding being withheld from the Supplier.

The Supplier will comply with Internal Revenue Service – Publication 10-75 – Tax Information Security Guidelines for Federal, State, and Local Agencies if the data they are hosting, storing, accessing, utilizing, managing, or manipulating contains any federal tax return or federal tax return information with respect to a taxpayer. In performance of this contract, the Supplier agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

B.9. Audit Requirements- (Government Auditing Standards and OMB Circular A-133)

Contractor employing two or more individuals to supply services through a contract that expends in excess of \$500,000 or more in a year in federal funds must have a certified independent audit conducted in accordance with Government Auditing Standards and OMB Circular A-133.

Contractor that receives in excess of \$50,000 per year in state or federal funds must have a certified independent audit of its entire operations conducted in accordance with Government Auditing Standards. The financial statements shall be prepared in accordance with Generally Accepted Accounting Principles and the report shall include a Supplementary Schedule of State Awards listing all state revenues and expenditures by contract and a Supplementary Schedule of Revenue and Expenditures by function and funding source. The certified independent audit must cover the period for which the contract was in effect.

A certified public accountant or public accountant who has a valid and current permit to practice accountancy must perform the audit. OKDHS retains the right to examine the work papers of said auditor.

The Contractor must submit two (2) copies of the annual audit to the Office of Inspector General, P. O. Box 25352, Oklahoma City, Oklahoma 73125 along with a copy of the management letter and a response to any audit findings within 90 days of the conclusion of the Supplier's fiscal year.

At the request of the State of Oklahoma the Supplier will provide books, records, documents, accounting procedures, practices or any other item relevant to the contract for examination. The supplier(s) agrees to fully cooperate with OKDHS and any authorized auditing agency or entity, Federal or State, for the purpose of compliance with all required Title XIX and Waiver Services reporting and auditing requirements.

Contractor) shall keep such records as are necessary to disclose fully the extent of service provided or authorized by OKDHS or Authorizing Agency to Sooner Care Members and upon request, shall furnish records and information regarding any claim for providing such service to OKDHS, the Oklahoma Attorney General's Fraud Control Unit (MFCU), and the U.S. Secretary of Health and Human Services (hereinafter referred to as Secretary) for six years from the date of service. The Supplier shall not destroy or dispose of records, which are under audit, review, or investigation when the six-year limitation is met. The Supplier shall maintain such records until informed in writing by the auditing, reviewing or investigating agency that the audit, review or investigation is complete.

Contractor shall allow authorized representatives of OKDHS , MFCU, and the Secretary the right to make physical inspection of Supplier's offices and facilities to examine records relating to financial statements or claims submitted by the Supplier under this Agreement and to audit Contractor' financial records as provided by 42 C.F.R. §431.107 and 74 Okla. Stat. 85.41.

Contractor shall submit, within thirty-five (35) days of a request by OKDHS, MFCU, or the Secretary all documents as defined by 12 Okla. Stat. §3234, in its possession, custody, or control concerning the ownership of any sub-Supplier with whom the Supplier has had business transactions totaling more than twenty-five thousand dollars during the twelve months preceding the date of the request.

B.10. Identified Costs

The Offeror agrees to the importance of the resulting contract and performance standards agreed to herein.

The parties may elect to use any or all remedies available to them on default whether set forth above or otherwise available to them by law.

The Contractor is responsible for the smooth functioning of all contractual requirements. In the event that any aspect of this system is not operating correctly, the Offeror is subject to monetary and other sanctions and corrective actions

The State and the Offeror agree that in the event of failure to meet the contract requirements, deliverable dates or any standard performance within the time set forth under each Section, "Damage" shall be sustained by the State and that it may be impractical and extremely difficult to ascertain and determine the actual damages which the State will sustain by reason of such failure. It is therefore agreed that the State, at its sole option, may require the Offeror to pay identified cost for such failures with the following provisions:

Where the failure is the sole and exclusive fault of the State, no identified cost shall be imposed.

For any failure by the successful contractor to meet any performance standard, project task, project deliverable date or timeframes specified in any section of the contract, the State may require the Offeror to pay identified cost in the amount specified below per business day, per task, per deliverable, performance standard or timeframe for each and every business day thereafter until such task, deliverable or performance standard is completed and accepted by the State.

The successful contractor agrees that there are some failures that so negatively impact customers and members that no advance notification will be provided before damages are imposed, these shall be agreed upon by the Oklahoma Department of Human Services and contractor prior to award of the contract. For all other standards and tasks written notification of failure to meet a requirement shall be given by the Oklahoma Department of Human Services IVRA Systems Project Manager to the Offeror (e-mail shall be an acceptable form of written notification). The State will notify the contractor of the first incident of failure to meet one or more of the defined standards and request a corrective action plan. The State will set a date for submission of the plan. If the State does not receive the plan by the due date and no extension has been granted, the State may, at its sole discretion impose identified cost per this schedule.

If the State receives the plan by the due date, it will cooperate with the Offeror to achieve a mutually agreed upon final corrective active plan and schedule. The State may, at its sole discretion, impose identified costs if the Offeror does **not meet** the schedule and no extension has been granted. The State and the Contractor agree that the following figures represent the reasonable pre-breach estimate of probable loss that will be sustained by the State

B.10.1. The Contractor will have:

- B.10.1.1.** Five (5) business days to correct any delayed project task or project deliverable related to the implementation of IVRA system. The State may impose identified costs in the amount of \$5,000 per deliverable after five business days.
- B.10.1.2.** Five (5) business days to correct any delayed task related to the on-going maintenance of the IVRA system. The State may impose identified costs in the amount of \$5,000 per task after five business days;
- B.10.1.3.** Twenty-four (24) hours to provide required reports or to correct reports that contained inaccurate information. The State may impose identified costs in the amount of \$1,000 per occurrence, per day; after the first twenty-four hour cycle has elapsed
- B.10.1.4.** Twenty-four (24) hours to hours to transmit missing data files or to submit corrected files for previously transmitted files that contained inaccurate information. The State may impose identified costs in the amount of \$5,000 per occurrence after the first twenty-four hour cycle has elapsed.
- B.10.1.5.** 15,000 if Offeror changes Project Managers during project development/startup without good cause as determined by the State;
- B.10.1.6.** \$2,500 for each percentage point below the 0.1 % tolerance levels on response times;
- B.10.1.7.** \$100 per occurrence of failure to update status of system problem
- B.10.1.8.** \$100 per day for delay in data transmission
- B.10.1.9.** \$500 per day for claims not submitted;
- B.10.1.10.** \$500 per day for all manuals or documents not updated within 30 days of changes;
- B.10.1.11.** \$500 per day for failure to submit enhancement quotes and impact statements within agreed upon timelines;
- B.10.1.12.** \$2,500 per day for any item listed in the contract and not specifically stated above;
- B.10.1.13.** \$10,000 per occurrence for making any changes in the production system without the express written approval of the Oklahoma Department of Human Services IVRA or EVV Project Manager Further, Oklahoma Department of Human Services may reduce invoices to offset any Oklahoma Department of Human Services staff costs in resolving issues arising from this action.

B.10.2. IVRA or EVV Failure

In the event an IVRA or EVV failure occurs the system shall allow a Service provider to input check in and check out times to be documented off-line. In no case shall the Contractor bill Oklahoma Department of Human Services for any claims/transactions where Interactive Voice Response Authentication system or Electronic Visit Verification failure has caused this to occur.

In addition the following shall apply:

- a) A levy at a rate of \$500 for each 0.1% percentage point below system availability requirements of 99.9% daily availability assessed over each one month period. The calculation of "99.9% daily availability over each one month period" will be as assessed as follows: System availability will take into account time the system is operational and volume demand for the system utilization during different time periods of the day. High-Volume Use period is defined as the time between 6AM and 9PM CT each day.
- b) Low-Volume Use period is defined as the time between 9:01PM to 5:59 AM CT each day. System inoperable periods (unauthorized downtimes) during High-Volume Use periods will be assessed at 1.5 times actual clock time. System inoperable periods (unauthorized downtimes) during Low-Volume Use periods will be assessed at 0.167 times actual clock time. Example: In the month of January the system is down 3 hours during High-Volume time period and down 5 hours during Low-Volume time period.
- c) Total computed equivalent use hours down are $1.5 \times 3 = 4.5$ plus $0.167 \times 5 = 0.835$ \square 5.34 hours. 100% uptime per month would be 30.4 days x 24 hours per day = 729.6 hours. The criteria threshold per month is 99.9% x 729.6 hours = 728.9 hours. For the month in question, the uptime would be 729.6 hours – 5.34 hours = 724.3 hours or $724.3/729.6 = 99.3\%$. The difference from threshold would be 99.9%-99.3% = 0.6% and the penalty would be $6 \times \$500 = \$3,000$. From this formulation, the minimum criterion for penalty would be met with 1.5 hours of unauthorized down time which would be 1 hour of accumulated down-time during High-Volume periods over the month or 9 hours of down-time during Low-Volume use periods over the month.

B.10.3. Claims Submissions

Periodically, the contractor may be asked to re-submit a subset of claims to MMIS Fiscal Agent. The contractor may be asked to correct or delete individual data or provide Oklahoma Department of Human Services the ability to do so. The evaluation period for identified costs assessment excludes scheduled outages which are approved by Oklahoma Department of Human Services staff.

B.10.3.1. Responsiveness to problems

Contractor must have telephone support for this system to be available on a 24/7 basis. Any report of a problem from a Service provider or Oklahoma Department of Human Services will be logged and a status update shall be given within 60 minutes of the report. In the event the problem is reported by a Service provider, designated Oklahoma Department of Human Services staff must be included on the response.

- a) Failure to comply with this shall result in identified costs of one hundred dollars (\$100) per occurrence

B.10.3.2. The contractor shall be required to assist Oklahoma Department of Human Services to research individual claims if there are anomalies with those claims.

B.10.3.3. The contractor is responsible for making daily, Monday through (no weekends or State holidays unless otherwise specified by OKDHS) claims submissions to MMIS Fiscal Agent

- a) Should the claim file not be submitted by 12:00 A.M. Central Standard Time each weekday, or as otherwise specified by OKDHS, the Offeror shall be assessed identified costs of five hundred dollars (\$500) per day until submission is made. If a partial submission is made, the identified costs will be prorated based upon the percentage dollar amount of claims not submitted. Claims submitted but Denied for payment due to IVRA or EVV error shall be treated the same as a partial claim submission for that day. IVRA calls rerouted to the manual screen input.

B.10.3.4. IVRA calls rerouted to the manual screen input- Contractor must report to Oklahoma Department of Human Services the number of members with claims from exception encounters due to IVRA or EVV failure. Contractor shall not bill Oklahoma Department of Human Services for any service encounters where IVRA or EVV failure produced exceptions and required Service provider intervention for documentation completion

- a) Report must be sent monthly but will detail by day the number of exception encounters
- b) Report for the month must be received before the monthly billing invoice

B.10.3.5. Contractor must notify OKDHS Project Manager or designee and Service Providers and by e-mail within 30 minutes at any time the system goes down and again when it is available for use.

There will impose identified costs at a rate of \$500 for each 0.01% percentage point below system availability requirements of 99.9% daily scheduled availability assessed over each one month period

B.10.3.6. Transfer of data to Oklahoma Department of Human Services or its designee -

Upon request, Contractor must transfer sample data, as specified by Oklahoma Department of Human Services, to Oklahoma Department of Human Services or its designee. For each data request a target date for data transfer will be mutually agreed upon.

- a) Failure to transfer data for three consecutive days beyond the agreed upon date shall result in a identified costs of one hundred dollars (\$100), and an additional one hundred dollars (\$100) per day until the data is transferred.

C. SOLICITATION SPECIFICATIONS

C.1. Overview

The State of Oklahoma Office Of Management and Enterprise Services (OMES)/ISD Procurement is seeking procurement and implementation on behalf of the Oklahoma Department of Human Services (OKDHS) ADvantage Waiver and State Plan Personal Care programs a vendor hosted web-based solution for the purposes of electronic billing through the use of an Interactive Voice Response Authentication (IVRA) or Electronic Visit Verification (EVV) system. Using caller ID technology, the IVRA/EVV software will allow OKDHS contracted provider staff to check-in and check-out via telephone interaction, and the software will accommodate manual data entry and editing for billing purposes. Resulting claim data will be transferred via an electronic file to the Oklahoma Health Care Authority. The system must be customizable and configuration/modifications are expected, the OKDHS and the successful contractor will discuss in detail the required customization/modifications and will be approved by OKDHS on a case-by-case basis. The successful Contractor will develop a continuity plan to seamlessly transition from current system in use prior to implementation.

C.2. Background

With the expansion of in-home and community-based care and services comes an absolute need to assure that care is being delivered properly and that publicly-funded resources are being managed and spent appropriately. This initiative aims to build upon an existing personal care industry technology that uses telephony-based innovation to capture time and service information about home and community-based member visits. The implementation of the IVRA or Electronic Visit Verification (EVV) system will be coordinated by Aging Service of OKDHS. The intent of this Request for Proposal is to provide OKDHS with a contract from which to acquire these services.

The goal of this system is to improve program efficiencies and quality assurance for Aging Services and the programs contracted providers. The system should enhance the programs ability to ensure health and safety for program recipients by identifying unmet needs by capturing visit and schedule information. This system will assist OKDHS in making informed policy decisions regarding the Home and Community Waiver Based system. **IVR Program History- See Attachment A**

C.3. Mandatory Specifications/Requirements

Mandatory requirements are the minimum capabilities, features, and/or technical standards that must be met by the proposed solution to be determined responsive. **Offeror must either be the proprietor** of the system or maintain the rights to allow customization or reconfiguration of the software in order to satisfy Aging Services and its provider contractor's business requirements.

The Offeror shall clearly state their ability to meet the Minimum System (technical) requirements and will state how the requirements will be met, what assurances of success the proposed approach will provide. Offeror shall provide a brief narrative, describing installation and configuration requirements and the proposed method to meet the requirements of this RFP. Offeror should provide examples, samples, and or screenshots as applicable to the proposed solution.

C.3.1. System

The proposed solution must meet or exceed the following:

- C.3.1.1.** Must be a customizable system to meet the needs of OKDHS and support program services in coordination with its provider network
- C.3.1.2.** Must allow simple additions or modifications of the data received System environmental requirements are subject to change as OKDHS is in the progress of upgrading internal IT hardware/software systems
- C.3.1.3.** Must have the capability to be modified or updated as requested and deemed necessary by OKDHS. This includes system maintenance; and necessary adjustments to meet ongoing needs
- C.3.1.4.** Must remain up to date with technical advancements in the healthcare reporting field and meet standards/requirements of OHCA and CMS.
- C.3.1.5.** Website shall contain links to other areas and/or manuals as specified by Oklahoma Department of Human Services
- C.3.1.6.** OKDHS anticipates upgrading the current version of its Waiver Management System software within the term of the contract. Offeror shall submit a detailed narrative outlining the approach that will be used for interfacing the proposed solution with a newer version of OKDHS's Waiver Management System. The Offeror should describe how this transition will occur

C.3.2. Database

The successful contractor will develop and maintain databases necessary to support all IVRA functions and an on-going database that interfaces with data transmitted by Oklahoma Department of Human Services or its agent. All databases are the property of Oklahoma Department of Human Services. Offeror shall provide a **detailed narrative** of all functions, structure, features, and capabilities of the database system and the proposed method to meet these requirements. Offeror should provide examples, samples, and or screenshots as applicable to the proposed solution. **See Section G for Database Fields/Records Requirements**

C.3.2.1. Database system must maintain the required HIPAA confidentiality standards. In addition, it must contain redundancies to ensure access in the event of emergencies or software/hardware malfunctions.

C.3.2.2. A record will be created in the database whenever a check-in is successfully completed by a caller. The record must be amended at the checkout to add the checkout time. If a worker fails to check in, a record will be created in the database whenever a successful check out is completed. The record must use the procedure code and unit cost that were effective on the date of service.

C.3.2.3. The proposed database solution must have the ability to identify and maintain data on all missed visits for services of Personal Care, ASR Assistance, Respite, Nursing, Case Management, Personal Services Assistance, or Advanced Personal Services Assistance.

C.3.3. System Service Delivery

Offeror shall provide a brief narrative and the proposed method to meet these requirements. Offeror should provide examples, samples, and or screenshots as applicable to the proposed solution.

The proposed solution must be able to perform or exceed the following:

- a) Provide service delivery monitoring information to assist the Service provider to identify emergent unmet service needs and activate an emergency back-up care system
- b) Create a formal service delivery verification process system alerts i.e. system failures
- c) Capture visit and scheduling information in order to identify service delivery including back-up service delivery failures and assist Service Providers

C.3.4. System Data Delivery /Transfer

Upon request, the Offeror must make data samples available to OKDHS or its designee. Criteria for inclusion in any data sample requested will be provided by OKDHS. The data sample may include elements previously sent from OKDHS or its designee and data collected by the contractor. The data must be provided in a form that can be easily and automatically transferred into the existing Oklahoma Department of Human Services or designee relational database. Offeror shall provide a brief narrative, and the proposed method to meet these requirements. Offeror should provide examples, samples, and or screenshots as applicable to the proposed solution.

The proposed solution must be able to perform the following:

- a) Bilaterally transfer data via a secure FTP transfer file or otherwise have a protocol in place to securely transfer all necessary data in an appropriate and agreed upon format.
- b) Receive data from OKDHS or its designee on a daily basis. These data include participant, Service provider, service authorization, and other information necessary to maintain an Interactive Voice Response Authentication or Electronic Visit Verification system.
- c) Receive, at a minimum, all the data fields contained in Attachment B. The IVRA will have all data transmitted on the previous day available by 5AM Central Standard Time.
- d) Capability upon request to transmit all data from the IVRA or EVV to OKDHS or to a third party designated by OKDHS to receive the data, in the format as specified

C.3.5. Interactive Voice Response Authentication (IVRA) System

The proposed solution must be customized State of Oklahoma, and perform the functional requirements of statewide IVRA that is capable of documenting provision of services to ADvantage and SPPC participants. Guidelines/ rules for IVRA documents service delivery to one or more members served in a household using the IVRA will be provided by OKDHS to the successful contractor.

C.3.5.1. Offeror shall provide a brief narrative, describing all searches, matching, prompting options, and confirmation functions for the proposed solution this must include but not limited to the following: Offeror should provide examples, samples, and or screenshots as applicable to the proposed solution.

- a) Worker in PIN ID
- b) Worker and agency name
- c) Number called from and phone numbers associated with members in the IVRA database.
- d) Message and Instructions
- e) Confirm scheduled services
- f) Workers service options for selecting other services

C.3.5.1.1. Offeror shall describe how the proposed solution will perform the following

- a) Address how the IVRA will handle a household which does not phone or the use of the phone is not permitted.
- b) How the IVRA will handle multiple services to a single member from a worker within a visit,
- c) How the IVRA handle will the scenario of multiple members of household receiving services from a worker within a visit.

C.3.5.2. OKDHS shall be notified on a daily basis of the number of calls that went to the backup system the previous day.

C.3.5.3. The successful contractor will develop and maintain a web-based system for authorized Service provider and/or Oklahoma Department of Human Services user log-on and data entry.

C.3.5.4. Access security must meet security and confidentiality requirements of the RFP

C.3.5.5. Offeror shall provide IVRA log-on and use access to Oklahoma Department of Human Services designated staff and Oklahoma Department of Human Services designated service providers.

C.3.5.6. Administrative terminal functionality shall include multi-level access controls to ensure that only authorized individuals can process administrative transactions or access member account information through administrative terminals.

C.3.5.7. Offeror shall describe access controls, functionality of the software that supports this function.

C.3.5.8. The Offeror shall provide administrative terminal support through a browser based administrative terminal that conforms to Oklahoma Department of Human Services communications protocols and is accessible through the current state equipment.

C.3.5.9. The system shall offer multiple user access options.

C.3.5.10. Must be flexible enough to allow additional system expansion to other programs covering more members and for additional information to be gathered in the future and be able to accommodate

C.3.5.11. IVRA shall operate from U.S. based toll-free number and be available twenty-four (24) hours a day and seven (7) days a week

C.3.5.12. Must have a complete and separate U.S. based backup system or otherwise provide a strategically located back up system in a physically distinct location so as to assure availability in the event of disruption of service to the main system

C.3.5.13. IVRA in-home worker communication interface must be available in English, Spanish and capable of adding other languages such as Vietnamese, Russian etc. upon request.

- C.3.5.14.** IVRA must have sufficient phone lines available to guarantee no disruption of availability.
- C.3.5.15.** Provide a visit verification system which uses Interactive Voice Response Authentication or Electronic Visit Verification Authentication telephony for Oklahoma and implement, manage and maintain the schedule-driven time and attendance tracking technology management system to enhance the delivery of home and community based health care services.
- C.3.5.16.** Voice Biometric option where the voice recognition component matches the user's voice with an accuracy rate 75% of the time or better
- C.3.5.17.** Ability to allow worker to input PIN ID entry
- C.3.5.18.** Capability to maintain a complete backup of all data with backup and data recovery processes to assure business continuity

C.3.6. Web-based Data Entry System Functionalities

The successful contractor will develop and maintain a web-based system for authorized Service provider and/or Oklahoma Department of Human Services user log-on and data entry. Access security must meet requirements outlined in Section B of the Solicitation. Offeror shall provide a brief narrative, and the proposed method for meeting these requirements. Offeror should provide examples, samples, and or screenshots as applicable to the proposed solution.

The proposed solution must meet or exceed the following:

- C.3.6.1.** Provide an easy to use web-based service scheduling interface that supports Service provider entry of scheduled service visits specific to member, worker, service, service date, begin time, and end time.
- C.3.6.2.** Scheduling database must be integrated with a web monitoring dashboard screen display of status and off-line data downloads or reports to indicate visit final disposition.
- C.3.6.3.** Administrative terminal functionality shall include multi-level access controls to ensure that only authorized individuals can process administrative transactions or access member account information through administrative terminals
- C.3.6.4.** Administrative terminal support through a browser based administrative terminal that conforms to Oklahoma Department of Human Services communications protocols and is accessible through the current state equipment.
- C.3.6.5.** Multiple user access options
- C.3.6.6.** Service providers will have the ability to enter worker information.
- C.3.6.7.** System will allow service providers the capability to create a record and only edit service termination date and services
- C.3.6.8.** Ability to create date and name and last update date and name
- C.3.6.9.** Allow service provider to enter member information including basic identifying information, address, and phone number to permit a service encounter to be scheduled and delivered.
- C.3.6.10.** For the SPPC program, Service providers will have the ability to enter and edit as needed member information including basic identifying information
- C.3.6.11.** Allow Service provider entry of ADvantage and SPPC member authorized services
- C.3.6.12.** Service providers must capability to enter specific scheduling of workers to deliver specific services to members on specific days at specific times.
- C.3.6.13.** Functionally the scheduling database must link with the monitoring screen to indicate to users visit status.
- C.3.6.14.** Screen display may be adjusted by user to display visits grouped by status.
- C.3.6.15.** System must provide service provider capability that enables them to upload worker schedules into IVRA or EVV
- C.3.6.16.** Scheduling feature must be capable of modification to incorporate additional data elements and functions as requested by OKDHS
- C.3.6.17.** Show all authorized services meeting defined criteria and allow the Service provider to enter the service visit start time and end time for any service authorized.
- C.3.6.18.** The web-screen must also show the Service provider the equivalent total units for the times entered.

- C.3.6.19. Allow service provider entry or edit of service encounter data
- C.3.6.20. For certain service encounters
- C.3.6.21. Show all authorized services meeting defined criteria
- C.3.6.22. Allow the Service provider to enter the service visit start time and end time for any service authorized.
- C.3.6.23. Web interface reporting screen display of services delivery encounters using data extracted from the IVRA EVV databases to parties as specified by OKDHS for monitoring service delivery
- C.3.6.24. The web-screen must also show the Service provider the equivalent total units for the times
- C.3.6.25. Web interface must allow service providers to view missed visits using defined criteria.
- C.3.6.26. The ability to allow service provider to input data including missed visit reason codes and explanation into blank fields ,but will not be able to edit existing fields.

C.3.7. Reports

- C.3.7.1. The successful contractor shall provide Ad Hoc reports that monitor and measure the provided systems performance and status upon the request of the OKDHS Project Manager.
- C.3.7.2. Contractor shall provide Monthly Status Reports detailing every component of the system on a specified date each month, in a preferred format and containing the content that will fulfill OKDHS reporting requirements as it relates to the ADvantage Waiver Performance Measures.

C.4. Implementation/Workplan

Offeror shall submit a proposed implementation and support plan solutions and processes

- C.4.1. Offeror shall submit a brief narrative describing the Offeror's capabilities, including a summary work plan and project timeline, based from an estimated date of award, and any proposed interim milestones. The offeror must specify in the implementation- work plan, the tasks and activities that are to be undertaken, as well as identifying responsibility for completion of each activity and task.
- C.4.2. Offeror must submit a proposed work plan that will minimize system down-time or malfunction, includes estimated timelines for staged implementation, testing and will meet the expected effective date (Go Live) no more than 60 days after contract award. . Offeror must propose an approach and/or a methodology to be utilized for implementing each deliverable describe in the Solicitation Requirements/Specifications, and shall provide samples of work relevant to each deliverable. Implementation/Workplan shall include a detailed **Data Conversion/Transfer Plan**
- C.4.3. The proposed approach must specify resources which will be required from OKDHS to accomplish tasks contained within the work plan

C.5. Staffing Plan

The successful contractor's staff must have, at a minimum, any mandatory certification, licensure, experience, and skills. If it becomes necessary for the Contractor to modify the staffing plan from that originally proposed, that personnel assigned to the project will be of equivalent education and experience as those originally proposed. This also applies to the use or substitution of subcontractors. Changes to the staffing plan following award of a contract must be approved, in writing and in advance, by the OKDHS Contract Monitor, which shall not be unreasonably withheld. In the event such a staffing change becomes necessary, the Contractor shall make a written request to the OKDHS Contract Monitor, including the resume or other description of the qualifications and experience of the proposed alternate and, if appropriate, a justification for the change. The Contractor shall be responsible for ensuring individuals with similar qualifications and experiences are provided as alternates. The OKDHS reserves the right to interview the proposed alternate (via telephone or in person) and accept or reject the proposed change.

The proposed staffing plan shall:

- a) Identify the specific individual (s) who will work on the OSDH project, their qualifications, past and similar experience
- b) Include names of staff member(s) who will direct the overall project through the duration of the contract, as well as those staff members who will coordinate major activities during each phase
- c) Include names of staff member(s) who will direct the overall project through the duration of the contract, as well as those staff members who will coordinate major activities during each phase

- d) Include names of staff member(s) who will direct the overall project through the duration of the contract, as well as those staff members who will coordinate major activities during each phase

C.6. Training Plan

The proposed solution must include a description of the recommended training required to have a full, working knowledge of the application software. On-site trainings will be finalized during the project kickoff meeting. OKDHS has identified training two distinct training groups: OKDHS staff OKDHS Provider Network (Service providers contracting with OKDHS)

- C.6.1.** On-site training, shall take place within 30 days of initial installation.
- C.6.2.** On-site training is required training within 90 days of data conversion
- C.6.3.** Periodic –on-going training must be available for updates and new features
- C.6.4.** Offeror will identify any additional personnel that should be included in the training.
- C.6.5.** Any options regarding the amount of training
- C.6.6.** Distinguish the advantages of each successive option
- C.6.7.** For any additional training the offeror should include the proposed training environment, for example on-site, web, or other
- C.6.8.** Any requirements OKDHS is expected to provide

C.7. Disaster Recovery Plan

The Contractor shall develop a Disaster Recovery Plan that addresses the following:

- C.7.1.** The Disaster Recovery Plan shall describe the successful contractor's approach that will be used to guide the preparation for and delivery of necessary disaster services in response to any disaster requiring extraordinary services response.
- C.7.2.** The Plan will identify resources involved in contingency operations, problem management and escalation procedures. Any changes to content must be approved by the state in advance

The Disaster Recovery Plan shall include the following

- a) An overview of the Contractor's proposed approach to disaster services
- b) Areas of the system most susceptible to failure or disaster that would result in downtime
- c) Recommendations for system recovery processes, or steps to take in the event of a downtime event
- d) Recommendations for comprehensively effectively mitigating the risk of a downtime event
- e) Recommendations for maintaining the security of the system during a period of emergency operation
- f) A test plan with metrics to assess the effectiveness of the Plan

C.8. Incident Management and Problem Escalation

Offeror shall provide procedures for incident management resolutions and problem escalation for the proposed solution. Procedure must show how the offeror will address problem situations as they occur and timeframes for resolution and levels of escalation during the performance of the contract.

- a) Reporting methods and available options
- b) Repair/restoration status updates — for different types of problems
- c) The maximum duration that a problem may remain unresolved at each level before automatically escalating to a higher level for resolution
- d) Circumstances in which the escalation will occur in less than the normal timeframe,
- e) The nature of feedback on resolution progress, including the frequency of feedback,

- f) Identification of and contact information (name; title; address; telephone and fax numbers; and e-mail address) for progressively higher levels that would become involved in resolving a problem,
- g) Contact information (same as above) for persons responsible for resolving issues after normal business hours (i.e., evenings, weekends, holidays, etc.) and on an emergency basis
- h) Process for updating and notifying the State Project Manager of any changes to the Problem Escalation Procedure

C.9. Maintenance/Support

The proposed solution shall provide Ongoing Maintenance/Support during the performance of the contract. Support is required for ongoing maintenance, including but not limited to, standards and process updates.

- C.9.1. Upgrades and/or changes to any part of the system that will affect workers' ability to check in or check out, the changes must be scheduled after 9:00 PM CST and before 5:00 AM CST, unless a different time is agreed upon by both parties. Service providers and Oklahoma Department of Human Services staff must be notified by e-mail twelve (12) hours prior to any scheduled maintenance
- C.9.2. Offer shall provide a detailed Help desk description
- C.9.3. Identification of and contact information (name; title; address; telephone and fax numbers; and e-mail address) for progressively higher levels that would become involved in resolving a problem,
- C.9.4. Contact information (same as above) for persons responsible for resolving issues after normal business hours (i.e., evenings, weekends, holidays, etc.) and on an emergency basis
- C.9.5. Support availability (days of the week and time)
- C.9.6. Software configuration and any new software release, software patch update or software upgrade.
- C.9.7. Offer shall list the frequency of product upgrades and patches made to current platform. Are upgrades and patches optional or mandatory
- C.9.8. Ongoing maintenance shall be quoted both monthly and quarterly, although it shall be invoiced/paid quarterly.

C.10. Project Management

Kickoff Meeting -The project schedule/work plan will include a kickoff meeting to be held at OKDHS within 14 days of award. The minimum participants from the Contractor's team at this kickoff meeting will be the OMES Contract Monitor, the Contractor's Manager/Account Executive providing corporate oversight of the project, and at least one Lead Developer. In the event that a component of the system is provided through a subcontractor, the subcontractor's Project Manager and technical representative will be at the kickoff meeting. OMES will provide meeting space and similar representation. The Contractor shall provide a written report to the OMES Contract Monitor within 5 working days documenting all discussions and decisions conducted at the kickoff meeting.

Project Schedule – The final Project Schedule, implementation/Work Plan, will be developed by the Contractor with input and final approval by OKDHS. The agreed-upon project schedule may not be modified without the mutual written consent of the OKDHS Contract Monitor and the Contractor's Project Manager.

Additional Project Management Support – If the project encounters difficulty, OMES may require additional meetings or progress/status reports. The Contractor shall maintain and support such additional project management support in the format and at the frequency deemed necessary by OMES, at no additional cost. At the discretion of OMES, such support may take the form of written reports, conference calls, and/or face-to-face meetings, as required.

Progress Reports – The successful contractor shall provide periodic progress reports to the OKDHS, at a frequency to be mutually agreed-upon, but not less often than monthly. Progress reports shall be provided via face-to-face meetings, conference call, or other mutually agreed methods. The Contractor shall be responsible for documenting all meetings and conference calls. Written summaries of meetings to include those participating, key points of discussion, any resulting decisions, or action items, and a written version of the progress report shall be provided to the OKDHS Contract Monitor within two (2) business days of each meeting.

Requirements/Change Management -The successful contractor shall establish and enforce a system of requirements management/change management based upon the requirements of this RFP, the commitments made in the proposal response and the final approved requirements document. Changes to the final approved requirements must be approved in writing by the OKDHS Project Manager and Contractor Project Manager and any additional cost associated with the change must be identified at the point of approval. Any changes that involve additional cost or changes to the scope of the contract must be approved by OMES/ISD Procurement.

D. EVALUATION

D.1. Evaluation and Award

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

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of 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. Competitive Negotiations of Offers

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

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

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

D.4. Selection Criteria

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

- D.4.1. Technical Responses
- D.4.2. References
- D.4.3. Implementation/Workplan
- D.4.4. Disaster Recovery Plan
- D.4.5. Incident Management/Problem Escalation
- D.4.6. Staffing Plan
- D.4.7. VPAT
- D.4.8. Cost

D.5. Evaluation Process

D.5.1. Evaluation Process – Determination of Solicitation Responsiveness

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

- Responding Bidder Information Sheet complete Form 076
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004

- Amendments, if issued, are acknowledged.

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

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

D.5.2. Evaluation Process –

- a) **Evaluation of Offer-** The technical section of the offer is evaluated based on the required submittals in Section E.
- b) **Evaluation of Cost-** Cost comparisons are performed.
- c) **Demonstrations -** If desired by the evaluation committee, the vendor may be required to provide product/services demonstrations. Contractors should be prepared to participate in oral presentations and demonstrations to define their submittal, to introduce their team, and to respond to any and all questions regarding their offer if requested by the State prior to award.
- d) **Best Value Evaluation of Product/Services**

D.6. Selection

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

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

E. INSTRUCTIONS TO OFFEROR

E.1. Introduction

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

E.2. Preparation of Offer

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

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

E.3. Submission of Offer

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

E.3.2. Copies: Proposal should be indexed in alpha order with reference to RFP sections. Proposal must include an original hardcopy, **and six (6) duplicate copies for a total of seven (7) hardcopy documents.** The documents' front pages should indicate original or copy.

E.3.3. The offeror should include a "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the offeror's offer. **One original, plus two (2) copies for a total of three (3) electronic documents, one electronic version should be indicated as the original.**

E.4. Proprietary and/or Confidential

E.4.1. Offerors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The CIO shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

E.4.2. If an offeror believes particular information requested by the RFP for evaluation purposes is proprietary, the offeror shall submit that information separate and apart from its response and mark it Proprietary and Confidential. If ISD in its sole discretion agrees the information is proprietary, ISD will maintain the information as Confidential. If ISD does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the offeror and the evaluation will be completed without consideration of the information marked Proprietary. **PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED.**

E.5. Oklahoma Open Records Act

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

E.6. Communications Concerning Solicitation

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

E.7. Offeror Clarifications

- E.7.1. Offerors who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Contracting Officer listed herein. **To be considered a request for review must be received no later than 3 p.m. Central Time on 11/21/2013.** The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.8. General Solicitation Questions

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

<https://wiki.ok.gov/display/itprocurement/8300001090>

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

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

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

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

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

- E.8.4. These questions shall be answered directly on the wiki and in the form of an amendment and posted on the OMES website and linked on the wiki. **Offerors are advised that any questions received after 12/05/2013 shall not be answered.**

E.9. Deliverables

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.9.1. Section One – Introduction

- a) Letter of Introduction
- b) Completed "Responding Bidder Information" OSF Form 076ISD.
- c) Completed "Certification for Competitive Bid and Contract" OSF Form 004ISD.
- d) Signed Amendment(s), if any.
- e) Any exceptions to solicitation terms and conditions.

- E.9.2. Section Two – References

References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number).

- a) References provided by the offeror that are invalid will deem the offeror's response to this RFP non-responsive.
- b) Failure of a reference provided by the offeror to respond within 24 hours to inquiries made by OKDHS whether by e-mail, telephone, or fax may deem the offeror's response to this RFP non-responsive

- E.9.2.1. Offeror must provide a brief narrative a minimum of one a page describing their experience with implementation, hosting, and services with the **proposed** IVR solution.

- E.9.2.2. Offeror must provide proof/ references of a minimum of 5 years of experience of successful implementation, hosting, and services of an IVR System. Additional point will be added for experience with a government entity

- E.9.2.3.** Offerors who provide proof references of 5 to 10 years of experience of successful implementation, hosting, and services of an IVR System in a government entity will be given additional points
- E.9.2.4.** Offeror shall provide five (5) references from customers where the same work was performed.
- E.9.2.5.** Offeror will provide a minimum of three (3) references from company or government facility where the same or similar implementation has been performed during the past thirty-six (36) months with details of scope, timeline, and cost. Additional points will be given to offerors who provide references from a government entity
- E.9.2.6.** Offeror will provide a minimum of three (3) references where the proposed IVR solution and services are currently in use. Additional points will be given to offerors who provide references from a government entity.

Section Three – Company Information

Vendor must provide detailed information on its company, including principals involved, number of employees, location, **years in existence**, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation

- E.9.2.7.** Offeror shall provide a summary of their Company’s experience with, implementing, hosting, and supporting a data integration of an IVR System, in the Private and Public Sector.
- E.9.2.8.** Offeror shall submit three (3) professional references from comparative organizations for implementation, hosting, services; data integration of an IVR System successfully implemented and provided by your Company (must include at least one non- government entity reference).

Section Four – Response to Requirements

Provide detailed response to specifications/requirements outlined in Section C and E.

- E.9.3.** Section Five – EITA Compliance (Delete entire section if not required) (If required and not a Statewide use the paragraph below.

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

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

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

- E.9.4.** Pricing

All information relating to costs are to be sent in a separate binder/envelope, clearly marked as “Price.”

E.10. Awardee Financial Status

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

Clarification or additional documents may be requested.

E.11. Notice of Award

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

F. PRICE AND COST

All information relating to costs are to be sent separate, in a sealed binder/envelope, and clearly annotated as "Cost Proposal." (E.9.9. Pricing)

Supplier shall be compensated by a single, flat rate for products/services provided under this solicitation. The rate shall be inclusive of all Supplier costs. Supplier shall submit a proposed price for all products/services proposed which shall constitute the entire compensation due to the successful contractor for the products/services described in this solicitation, regardless of the difficulty, materials or equipment required, and shall include all applicable taxes, fees, overhead, profits, travel, and all other direct and indirect costs incurred or to be incurred by the supplier. **Cost proposal must be submitted in excel format.** The list of provided items is not all inclusive, if additional cost related items can be added to convey additional project costs, expand list as needed. If information for a specific item is not applicable, then insert "n/a" in that area.

F.1. Initial Cost

1. Implementation
2. Configuration
3. Customization

4. Staffing Cost

- a) Position #1 -2-3-4 etc,
 - b) Working Title
 - c) Annual Hours
 - d) Hourly Rate
 - e) Subtotal (Hours X Rate)
 - f) Project Phase Required
 - g) Other (Provide Details)
5. .Licensing
 6. Testing
 7. Maintenance & Support

8. Training Cost

- a) Documentation/ User Manuals/ Quick References
- b) Other Training related costs (Provide Details)

F.2. Post-Implementation Cost – Year 1- Year 2 –Year 3 –Year 4

- a) Licensing
- b) Software
- c) Customization
- d) Training
- e) Maintenance
- f) Support
- g) Other (Provide Breakdown)

F.3. Miscellaneous Costs

- a) Item Name
- b) Description
- c) Initial Cost
- d) Ongoing cost (Maintenance/Support)
- e) Warranty
- f) Licensing
- g) Other (Provide Details)

F.4. Total Project Costs

List, by name, each of the project costs, provide subtotal amounts for each applicable named cost. If there are multiple subtotals, add all for a single subtotal amount for that specific item.

G. DATABASE REQUIREMENTS

Worker Registration <i>The Offeror must develop and maintain a database containing worker registration data. The record must contain information such as, but not limited to</i>	Required Data Transmission Records <i>Data transmitted by Oklahoma Department of Human Services or its agent</i>
Worker Name	Unique claim number
Service provider input Worker ID (and unique system Worker ID if needed)	Date of service – the date the call is made
Interactive Voice Response Authentication system or Electronic Visit Verification unique Worker ID	The worker ID and name of the worker
Worker Social Security Number	The Service provider ID and name (must conform to any Service provider ID given by OHCA and the requirements of the National Service provider Identification regulations)
Worker classification including licensure requirements	Name and Medicaid number of the participant receiving the service..
Worker availability including eligibility for OT, holiday, weekend, shift differentials	Service being performed
Worker continuing education/in-service	Amount of total dollars submitted to MMIS for payment.
Start Date	Phone number used to check in and check out
Termination Date	Authorized phone numbers on the date of service
Record Create Date	Services with a check-in and check-out, the time of arrival and departure and the total time calculated for the service visit
. Person Creating Record	The total units authorized for the time period (day, week, etc.).
Last Update Date	The total units recorded from the IVRA or Web. Units measured by time round up or down according to Oklahoma Department of Human Services rule.
Last Updated By	The number of billable units
Services Worker Can Perform	The date that the record is submitted for payment to the MMIS
	Fields indicating record creation and update dates and person.
	Field flagging members staffed by a family member
	Any exceptions that are noted in the record; An exception is noted whenever the record shows a deviation between the service performed and the service authorized. Exceptions include but are not limited to the following: Check out but no check in for a record requiring both. Check in but no check out for a record requiring both.
	Performing a service that is not authorized for the Service provider, for the Service provider on that day, or no authorization for the service
	Performing a service at a time of day not consistent with scheduling of service
	Performing a service for more than or less than the authorized time, Oklahoma Department of Human Services will indicate the amount of time over or under authorized time that an exception will be given.
	Using a worker ID that is not recognized
	Checking in and/or out from a phone that is not associated with the participant
	Providing a service that the worker or agency is not listed as providing
	Checking in and/or out from a phone not associated with the participant but is in the database.

Worker Registration <i>The Offeror must develop and maintain a database containing worker registration data. The record must contain information such as, but not limited to</i>	Required Data Transmission Records <i>Data transmitted by Oklahoma Department of Human Services or its agent</i>
	Providing no tasks for service that requires task documentation or providing one or more tasks that are not appropriate to the participant.
	In cases where an encounter record is added or edited by Service provider administrative staff, the record will include the reason why the addition or editing was necessary. Reasons include, but are not limited to: IVRA not functioning Phone not available or working Participant emergency

H. CHECKLIST

- H.1.1. Responding Bidder Information (OMES/ISD Procurement – Form 076)
- H.1.2. Certification for Competitive Bid and Contract (OMES/ISD Procurement – Form 004)
- H.1.3. Workman's Comp Insurance Certification
- H.1.4. Vendor/Payee Form or W-8BEN (as required)
- H.1.5. References (Section
- H.1.6. Company Information
- H.1.7. Implementation/Workplan w/Data Conversion Plan (Section C.)
- H.1.8. Staffing Plan (Section C)
- H.1.9. Training Plan (Section C)
- H.1.10. Disaster Recovery Plan (Section C.)
- H.1.11. References (E.)
- H.1.12. VPAT (Section (E.)
- H.1.13. Cost- (Section F-)

Attachment A

For informational purposes

DATA TRANSFER FILES

This is a list of the data fields to be transmitted in XML format via FTP. The data type and length from the Waiver Management Information System Waiver Management Information System database is included for reference. Most of the manipulation of the provider ID's (branch ID, parent ID, etc.) is to deal with the structure of the Waiver Management Information System Waiver Management Information System provider data and to consolidate provider ability to logon and see data for the appropriate branch offices. Updated with current data.

PROVIDER

Field	Data Type	Note
transType	char(1)	A=add; U=update; D=delete
providerId	int	Waiver Management Information System Waiver Management Information System primary key for this provider
providerName	varchar(75)	Provider name
providerDhsId	char(10)	Provider DHS ID (Medicaid ID)
providerPhone1	char(10)	Provider contact phone
providerStreet	char(75)	Mailing address street
providerCity	char(16)	Mailing address city
providerState	char(2)	Mailing address State
providerZip	char(9)	Mailing address zip
providerContact	varchar(50)	Provider contact person
providerEmail	varchar(40)	Provider email
providerTaxId	varchar(12)	Provider tax ID number
claimsStreet	char(75)	Pay to address street
claimsCity	char(16)	Pay to address city
claimsState	char(2)	Pay to address State
claimsZip	char(9)	Pay to address zip
providerType	char(3)	CM, HH
parentId	int	Waiver Management Information System Waiver Management Information System primary key of provider defined as parent to this office (if any). If none defined, then the ID of this provider
officeType	char(10)	HQ, BR, NONE

MEMBER

Field	Data Type	Note
transType	char(1)	A=add; U=update; D=delete

MEMBER

Field	Data Type	Note
memberId	int	Waiver Management Information System Waiver Management Information System primary key for this member
lastName	varchar(50)	Member last name
firstName	varchar(50)	Member first name
memberDhsId	char(10)	Member DHS ID (Medicaid number)
dob	datetime	Member date of birth (will come as a string with no time components MM/DD/YYYY)
gender	char(1)	Member gender
ssn	char(9)	Member SSN
memberPhone1	char(10)	Member phone
memberStreet	char(25)	Member address street
memberCity	char(15)	Member address city
memberState	char(2)	Member address State
memberZip	char(5)	Member address zip
county	varchar(50)	Member address county
diagCode	char(8)	Member diagnosis code
cmProvider	Int	Waiver Management Information System Waiver Management Information System primary key of CM agency for this member
memberStatus	Char(10)	Current Waiver Management Information System Waiver Management Information System status of member. Values are 'Active' (member status = new, reactivate, resume), 'Suspend' (suspend), 'Inactive' (all others)
memberStatusDate	Datetime	Date of current status.

SERVICE LINES

Field	Data Type	Note
transType	char(1)	A=add; U=update; D=delete
lineId	int	Waiver Management Information System Waiver Management Information System primary key for this service line
lineMemberId	int	Waiver Management Information System Waiver Management Information System primary key for the member for this line
lineProviderId	int	Waiver Management Information System Waiver Management Information System primary key for the provider of this service
lineProviderLocCode	char(1)	Location code for provider for this line
serviceCode	char(5)	Service code for this service
modifier1	char(2)	Modifier 1 for this service code
modifier2	char(2)	Modifier 2 for this service code

SERVICE LINES

Field	Data Type	Note
modifier3	char(2)	Modifier 3 for this service code
modifier4	char(2)	Modifier 4 for this service code
lineUnits	int	Number of units for this line
lineFrequency	char(1)	Frequency of units (D,W,M,Y)
lineBegDate	datetime	Date service begins (will come as a string with no time components MM/DD/YYYY)
lineEndDate	datetime	Date service ends (will come as a string with no time components MM/DD/YYYY)
lineRate	decimal(8,2)	Rate per unit for service
linePaNumber	char(10)	Prior Authorization (PA) number for line
paUnits	int	Authorized units sent to OHCA
paFrequency	char(1)	Frequency of PA units (D=Daily, W=Weekly, M=Monthly, and Y=Yearly)
cmProviderId	int	Waiver Management Information System Waiver Management Information System primary key for case management agency for this member. Will be the same for all lines for a member unless some other data structure is defined to hold it (e.g. the member file).
branchPrId	Int	The ID of the provider defined in the plan header
planNumber	char(2)	Plan number for this line
lineDisplayProvider	varchar(75)	Provider name of actual service provider
lineRealProviderId	int	Provider ID of actual service provider

This file was added on 2/12/2007 to enable Vendor to update rate information. Information for all IVR services is transmitted every day whether there are any changes or not.

Field	Data Type	Note
Description	varchar(40)	Description of service
ServiceCode	char(5)	Service code
Modifier1	char(2)	First modifier for service
Modifier2	char(2)	Second modifier for service
LengthOfUnit	int	Number of minutes in a unit of this service
Current_CostPerUnit	float	Current rate for this service
History_CostPerUnit	float	Previous rate for this service
BeginDate	datetime	Date service went active for ADvantage
EndDate	datetime	Date service went inactive for ADvantage
Se_Id	int	Unique ID for this service record
She_Id	int	Unique ID for the current history record for this service

Attachment B

For informational purpose only

IVR Program Information

The Oklahoma Health Care Authority (OHCA) is the Oklahoma Medicaid Single State Agency. OKDHS is designated through an interagency agreement with the OHCA to provide State Plan Personal Care Services and for all Medicaid 1915(c) Home and Community Based waiver programs. Aging Services Division (ASD) is the division within OKDHS that is responsible for overseeing and monitoring the provision of services for Medicaid State Plan Personal Care program and for the ADvantage 1915(c) home and community-based waiver which provides services to frail elders and to adults with physical disabilities.

OKDHS /ASD directly manage the State Plan Personal Care (SPPC) program through state nursing staff located at county offices across the state. OKDHS /ASD manage the ADvantage home and community-based waiver with the assistance of contracted Case Management Service providers across the state. The combined SPPC and ADvantage programs serve approximately 19,500 individuals daily (2,000 SPPC and 17,500 ADvantage).

The core services provided are personal care which is provided in members' homes. Service delivery is provided through a network of Service providers who are certified as qualified by the AA or by OKDHS and contracted with OHCA. The provision of services is authorized by OKDHS.

Services can be provided either by agency or by individual Service providers. When individuals provide services, members or their representatives directly supervise the provision of service. Based on Internal Revenue Service (IRS) regulations, these individual service providers are considered to be employees of the member. As such, the member is responsible for all normal employer functions although the state or its contracted agent serves as the IRS fiscal agent to assist with some functions such as processing employee payroll, withholding taxes and filing required IRS reports.

The Oklahoma Department of Human Services maintains a Waiver Information Management System (WMIS) that contains demographic, service plan and other information for all ADvantage waiver members and Oklahoma Department of Human Services maintains a similar system for SPPC member information.

Also, Waiver Management Information System Waiver Management Information System contains information about each contracted Service provider which allows the system to generate a Medicaid Management Information System (MMIS) service authorization with Service provider and participant specific information necessary to the provision of services.

An IVRA or EVV system has been operating successfully through a contracted Supplier for the past three years. Currently, the Interactive Voice Response Authentication system or Electronic Visit Verifications used for services of Personal Care, Advanced/Supportive Restorative Assistance (ASR – an advanced personal care) In-Home Respite, Case Management and for Nursing. Participating agency SPPC and ADvantage in-home workers check in to a toll-free number on arrival and again on departure to document the location, task performed and time of care given. In addition, the system utilizes a voice recognition component to verify that the worker is the individual authorized to deliver service to the specific member. Oklahoma Department of Human Services uses Waiver Management Information System Waiver Management Information System to transmit service authorization to the MMIS prior authorization file and to provide service authorizations to Service providers of home and community based services.

These authorizations are sent to Service providers and include the information regarding service delivery, including the amount, duration and frequency of the service. For services like personal care, this would include the number of units per week. For services like Skilled Nursing, the authorization could indicate the number of units of service to be provided in a month or year. All authorizations include the service recipient ID, provider of service, service code, and amount to be reimbursed per unit, the date the service is to start and an ending date of the authorization. Once Service providers receive these service authorizations they are to begin delivery of the services and are to provide the services in accordance with the schedule and units specified.

For ADvantage and SPPC members, Oklahoma Department of Human Services transmits to the IVRA or EVV new and updated service authorization information on a daily basis. This includes Service, authorizations, and participant information. For SPPC members, the Service provider agency is currently responsible for providing Provider and some participant information to the IVRA or EVV through a web-based interface screen. In addition the Service provider agency is responsible for providing updates of certain information like member phone number and address changes to the Interactive Voice Response Authentication system or Electronic Visit Verification through a web-based interface screen on an as needed basis.

On a daily basis, the IVRA or EVV documents delivery of service and prepares an 837P electronic claim for submission to MMIS for processing payment for services delivered.

OKDHS staff and Service providers access web-based screens and reports to monitor service delivery. Monitoring is done on a real time basis and is used to ensure services are delivered and to determine appropriate billing is occurring.

In addition, the IVRA or EVV supports an encounter data download function for participating Service providers and OKDHS. Through the Interactive Voice Response Authentication, or Electronic Visit Verification system, the Service provider and OKDHS will be able to create and download a file of encounter data records that the Service provider can then functionally export into their back office business accounting software system used for payroll and other business functions.



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

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

Oklahoma EITA Procurement Clause:

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

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

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

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

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

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

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

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



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

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

Remarks & Explanations (third section on VPAT)

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

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



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:



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

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

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

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



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

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