



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

**Solicitation**

**1. Solicitation#: 8300001097**

**2. Solicitation Issue Date: April 18, 2014**

**3. Brief Description of Requirement:**

This Request for Proposal (RFP) is being issued by the Office of Management and Enterprise Services (OMES) on behalf of the Oklahoma Department of Human Services (OKDHS), Child Support Services (CSS). The State of Oklahoma intends to issue a contract between CSS and a contractor to supply staff resources for the daily maintenance, development, database conversion support, migration functions and all integrated components that interface with OSIS as well as non-programming support of the OSIS and CSS to include, but not limited to, business development, project management and Federal Advanced Planning Document (APD) updating.

**4. Response Due Date: May 20, 2014**

**Time: 3 p.m. CDT**

**5. Issued By and Return Sealed Bid To:**

**Office of Management and Enterprise Services  
ISD Procurement Division  
3115 N. Lincoln Blvd.  
Oklahoma City, OK 73105**

**6. Contracting Officer:**

**Name: Jennifer McCaulla**

**Email: [Jennifer.mccaulla@omes.ok.gov](mailto:Jennifer.mccaulla@omes.ok.gov)**



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## **A. GENERAL PROVISIONS**

The following provisions shall apply where applicable to the solicitation.

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

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

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.
- A.1.2.** "Addendum" means a written modification to a contract.
- A.1.3.** "Alteration" means a modification 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 restatement of or modification to a Contract Document executed by both parties.
- A.1.6.** "Bid" means an offer in the form of a bid, proposal or quote an 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 software that is commercial off the shelf.
- A.1.10.** "Contract" means this document, as may be amended from time to time, which together with other Contract Documents, evidences the final agreement between the parties with respect to this statewide contract for the Products.
- A.1.11.** "Contract Document" means, when executed by all applicable parties, this Contract, Attachments to this Contract, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.
- A.1.12.** "Contractor" means the Business Entity with whom the State enters into this contract.
- A.1.13.** "Close of business" means 5:00PM Central Time.
- A.1.14.** "Closing Date" is the date the RFP closes, also proposal opening date, and response due date,
- A.1.15.** "Interlocal Entity" means, with respect to any state other than Oklahoma, any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of such state government, any political subdivision of such state, and any organization related to any of the foregoing.
- A.1.16.** "Minor Deficiency" or "minor informality" means an immaterial defect in a response or variation in a bid from the exact requirements of a solicitation that may be correct or waived without prejudice to other 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.1.17.** "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term.
- A.1.18.** "Offeror" shall be synonymous with "vendor", "bidder", or other similar term.
- A.1.19.** "OMES" means the Office of Management and Enterprise Services for the State of Oklahoma.
- A.1.20.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.21.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.22.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to the Office of Management and Enterprise Services - ISD.
- A.1.23.** "State Entity" means any authority, office, bureau, board, council, court, commission, department, district, institution, unit, division, body or house of any branch of the State government, any political subdivision of the State, and any organization related to any of the foregoing.

- A.1.24. "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.
- A.1.25. "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for 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.1.26. "Utilities" means Vendor's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Vendor in writing prior to execution of this Contract.

## **A.2. Offer Submission**

- A.2.1. Submitted offers shall be in strict conformity with the instructions to 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 Offeror certifies that the Vendor and their principals or participants:
  - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal, state or local department or agency;
  - A.5.1.2.** Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract; or for violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the foregoing offenses enumerated in this certification; and
  - A.5.1.4.** Have not within a three-year period preceding this Contract had one or more public (federal, state or local) contracts terminated for cause or default.
- A.5.2.** Where the Vendor is unable to certify to any of the statements in the certification above, Vendor shall attach an explanation to this offer.
- A.5.3.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.3.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;
  - A.5.3.2.** Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.3.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.6.3.1 of this certification; and
  - A.5.3.4.** Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.4.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its offer.

#### **A.6. Offer Public Opening**

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

#### **A.7. Offers Subject To Public Disclosure**

- A.7.1.** Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information 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 Information Technology Solicitation Package Version 18

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.** All deliveries shall be F.O.B. Destination. The Vendor shall prepay all packaging, handling, shipping and delivery charges and prices quoted shall include all such charges. Any Products delivered pursuant to this Contract shall be subject to final inspection and acceptance by the procuring entity at Destination and the procuring entity has no responsibility for the delivered Products prior to acceptance. Title and risk of loss or damage to all items shall be the responsibility of the Vendor until accepted. The Vendor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. "Destination" shall mean delivered to the receiving dock or other point specified in the applicable purchase order.
- A.18.2.** Vendor shall be required to deliver Products as offered on or before the required date. Deviations, substitutions, or changes in the Products shall not be made unless expressly authorized in writing by the State or Interlocal Entity, as applicable.

## **A.19. Invoicing and Payment**

- A.19.1.** Upon submission of an accurate and proper invoice, the invoice shall be paid in arrears after products have been delivered or services provided and in accordance with applicable law. Invoices shall contain the purchase order number, a description of the products delivered or services provided, and the dates of such delivery or provision of services.
- A.19.2.** State Acquisitions are exempt from sales taxes and federal excise taxes.

## **A.20. Audit and Records Clause**

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

## **A.21. Non-Appropriation Clause**

The terms of this Contract and any purchase order issued for multiple years under this Contract are contingent upon sufficient appropriations being made by the applicable state legislature, federal government or other appropriate government entity. Notwithstanding any language to the contrary in this Contract, or any other Contract Document, any State Entity or Interlocal Entity

may terminate its obligations under this Contract if sufficient appropriations are not made by the Oklahoma Legislature, federal government or other appropriate governing entity to pay amounts due for multiple year agreements. The decision as to whether sufficient appropriations are available shall be accepted by, and be final and binding on, the Vendor.

#### **A.22. Choice of Law and Venue**

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

#### **A.23. Termination for Cause**

- A.23.1.** The Vendor may terminate this Contract in whole or in part for default with both a thirty (30) day written request and upon written approval from the State. The State may terminate this Contract in whole or in part for default or any other just cause upon a thirty (30) day written notification to the Vendor.
- A.23.2.** The State may terminate this Contract immediately, in whole or in part, without a thirty (30) day written notice to the Vendor, when violations are found to be an impediment to the function of the State and detrimental to the cause of a procuring State Entity, when conditions preclude the thirty (30) day notice, or when the State determines that an administrative error occurred prior to Contract performance. Similarly, an Interlocal Entity may terminate its obligations to Vendor immediately upon any of the foregoing conditions in this subsection.
- A.23.3.** If this Contract or certain obligations hereunder are terminated, the State, State Entity or Interlocal Entity, as applicable, shall be liable only for payment for Products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

#### **A.24. Termination for Convenience**

- A.24.1.** The State may terminate this Contract, in whole or in part, for convenience if the State Chief Information Officer determines that termination is in the State's best interest. The State shall terminate this Contract by delivering to the Vendor a notice of termination for convenience specifying the terms and effective date of termination. The Contract termination date shall be a minimum of sixty (60) days from the date the notice of termination is issued by the State. Similarly, an Interlocal Entity may terminate its obligations to Vendor upon a determination by the proper authority for such Interlocal Entity that termination is in the Interlocal Entity's best interest and notice of termination by such Interlocal Entity shall be provided in accordance with the foregoing requirements set forth in this subsection.
- A.24.2.** If this Contract or certain obligations hereunder are terminated pursuant to this section, the State, State Entity, or Interlocal Entity, as applicable, shall be liable only for Products delivered and accepted and such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law.

#### **A.25. Insurance**

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

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

#### **A.26. Employment Relationship**

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

### **A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act Of 2007**

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

### **A.28. Compliance with Applicable Laws**

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

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

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

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

### **A.29. Gratuities**

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

### **A.30. Preclusion from Resulting Contracts**

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

### **A.31. Mutual Responsibilities**

The State and contractor agree that under this Agreement:

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

### **A.32. Background Checks and Verifications**

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

### **A.33. Confidentiality**

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

### **A.34. Unauthorized Obligations**

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

### **A.35. Electronic and Information Technology Accessibility**

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

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

### **A.36. Patents and Copyrights**

- A.36.1.** Without exception, the Products prices shall include all royalties or costs owed by the Vendor to any third party arising from the use of a patent or copyright.
- A.36.2.** If a third party claims that any portion of the Products provided by Vendor under the terms of this Contract infringes that party's patent or copyright, the Vendor shall defend the State against the claim at the Vendor's expense and

pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Vendor in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Vendor to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section but Vendor shall remain responsible to indemnify the State for all associated costs, damages and fees incurred by or assessed to the State.

**A.36.3.** If such a claim is made or appears likely to be made, the Vendor shall enable the State to legally continue to use, or modify for use, the portion of Products at issue or replace such potential infringing Products with at least a functional non-infringing equivalent. If the Vendor determines that none of these alternatives is reasonably available, the State shall return such portion of the Products at issue to the Vendor, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund, if applicable, of other Products which are rendered materially unusable as intended due to removal of the portion of Products at issue.

**A.36.4.** Vendor has no obligation regarding a claim based on any of the following: (i) modification of a product by any party other than Vendor, its employee, agent, representative, permitted subcontractor, or any State employee acting in conjunction with the Vendor; (ii) a program's use in other than its specified operating environment; (iii) the combination, operation, or use of a product with other products not provided by Vendor as a system or (iv) infringement solely by a non-Vendor product that has not been provided to the State by, through or on behalf of the Vendor as opposed to its combination with products Vendor provides to or develops for the State as a system.

### **A.37. Assignment**

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

### **A.38. Severability**

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

### **A.39. Paragraph Headings**

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

### **A.40. Failure to Enforce**

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

### **A.41. Conflict of Interest**

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

**A.41.2.** In addition to any requirement of law or through a professional code of ethics or conduct, the Vendor and the Vendor's employees performing services for the State are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Further, without prior written approval of the State, such employees shall not plan, prepare, or engage in any activity that conflicts or may conflict with the best interest of the State as long as the Vendor has an obligation under this Contract. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State.

### **A.42. Limitation of Liability**

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

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

- A.43.1.** In accordance with the State of Oklahoma Information Security Policy, Procedures, Guidelines set forth online at <http://www.ok.gov/cio/documents/InfoSecPPG.pdf> ("Electronic Media Retention Requirements"), any disk drives and memory cards purchased with or included for use in leased or purchased equipment under this Contract remain the property of the State.
- A.43.2.** Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Entities or for the resale of refurbished equipment that has been in use by State Entities, by the Vendor to the general public or other entities. Electronic Media Retention Requirements shall also be applied to replacement devices and components, whether purchased or leased, the Vendor may supply during the downtime (repair) of equipment purchased or leased through this Contract. If a device has to be removed from a location for repairs, the State shall have sole discretion, prior to removal, to determine and enforce sufficient safeguards (such as a record of hard drive serial numbers) to protect Personal Identification Information that may be stored within the hard drive or memory of the device.

#### **A.44. Offshore Services**

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

#### **A.45. Failure to Provide**

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

#### **A.46. Agency Policies**

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

#### **A.47. Compliance with Technology Policies**

The contractor agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at: [www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG\\_osf\\_12012008.pdf](http://www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf)

#### **A.48. High Technology System Performance and Upgrades**

- A.48.1.** If an Acquisition pursuant to this Contract includes a "high technology system" as defined under Oklahoma law, the Vendor shall provide documentation of the projected schedule of recommended or required system upgrades or improvements to such system for the three (3) year period following the target purchase date. If Vendor does not plan such system upgrades or improvements, the Vendor shall provide documentation that no system upgrades or improvements to the high technology system are planned for the three (3) year period following the target purchase date.
- A.48.2.** Any Acquisition pursuant to this Contract of an upgrade or enhancement to a high technology system shall be conditioned upon the Acquisition being provided at no charge to the State; the Acquisition being provided to the State at no additional charge pursuant to a previous agreement with the Vendor; the Vendor providing documentation that any required or recommended upgrade will enhance or is necessary for performance of the applicable State agency duties and responsibilities; or the Vendor providing documentation that it will no longer supply maintenance assistance to the applicable State agency and the applicable State agency documenting that the functions performed by the high technology system are necessary for performance of the State agency duties and responsibilities.

#### **A.49. Emerging Technologies**

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

## **A.50. Ownership Rights**

- A.50.1.** Any software developed by the Vendor is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on the Vendor's Utilities, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Utilities, the Vendor grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Utilities embodied in or delivered to the State in conjunction with the Products.
- A.50.2.** Except for any Utilities, all work performed by the Vendor of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.
- A.50.3.** In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as "Work Made for Hire", Vendor hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Utilities embodied in or delivered to the State in conjunction with the Products.
- A.50.4.** Vendor shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Vendor shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.
- A.50.5.** If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Vendor.
- A.50.6.** It is understood and agreed that the Software is being developed by the contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on contractor's reusable or pre-existing intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- A.50.7.** Except for any utilities, all work performed by the contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

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

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

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

## **A.52. Right to Renegotiate**

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

## **A.53. Used or New Products**

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.54. Publicity**

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

## **A.55. Mandatory and Non-Mandatory Terms**

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

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

## **A.56. Non Tobacco – Smoke Free**

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

## **A.57. OMES/ISD / Agency Relationship**

Pursuant to 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.58. Federal Terms and Conditions**

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

### **A.58.1. Equal Opportunity and Discrimination**

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

### **A.58.2. Lobbying**

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

### **A.58.3. Drug-Free Workplace**

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

### **A.58.4. Environmental Protection**

If the payments pursuant to the contract are expected to exceed \$100,000.00, then the contractor must comply with all applicable Federal Laws such as Section 306 of the Clean Air Act (42 U.S.C. 1857 (L)), Section 508 of the Clean Water Act

(33 U.S.C. 1638), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R Part 15), which prohibit the use under nonexempt Federal contract, grant or loans of facilities included on the EPA List of Violating Facilities

**A.59. 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.60. Special Provisions**

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

## **B. SPECIAL PROVISIONS**

### **B.1. Glossary of Terms**

- B.1.1.** Contractor – A vendor, offeror, or bidder that has been awarded a contract by the State.
- B.1.2.** CBPE – Central Business Process Engineering
- B.1.3.** CP - Custodial Person
- B.1.4.** CSS – Child Support Services
- B.1.5.** Daily Maintenance – The daily migration of programs to and from three environments (Development, Testing , Production), the analysis and correction of system errors and problems reported by staff, and efforts to increase the efficiency of CSS IT processes.
- B.1.6.** DHS - Department of Human Services
- B.1.7.** FGN – Family Group Number (Case designator)
- B.1.8.** ISD – Information Services Division – a Division of OMES
- B.1.9.** JAD – Joint Applications Design
- B.1.10.** Migration – The movement of new developments and modifications to the existing automation
- B.1.11.** NCP – Non-custodial Parent (Formerly referenced as AP or Absent Parent)
- B.1.12.** Non-Programming Support – Non-programming activities including, but not limited to, project planning, project management, conducting assessments, consulting, conducting business requirement meetings and preparing detailed business requirement documents, conducting analysis and preparing detailed functional and technical design documents, conducting unit testing, conducting functional walk-throughs after each project phase including a formal approval process, presentations to CSS staff and users, and administrative support for daily management of the project. The technical planning for any activities needed to support the conversion and migration from OSIS to a newer technology and any technical support needed by OMES-ISD staff. Examples of included tasks are processing invoices, APD support, weekly status reports, weekly migration reports, weekly project plan updates and consultation and training to ISD staff as needed.
- B.1.13.** OMES – Office of Management and Enterprise Services
- B.1.14.** OSIS – Oklahoma Support Information System (Oklahoma's Automated System)
- B.1.15.** PMBOK – Project Management Body of Knowledge
- B.1.16.** QCT – Quality Control Testing (also known as user acceptance testing)
- B.1.17.** Service Request (SR) – The authorization number used to initiate projects of any size within the CBPE. All work requested under the contract will be communicated through Service Requests (task orders) including, but not limited to:
  - B.1.17.1.** Incident Report (IR) – form used to report problems with applications within the Quality Control Testing and production environments.
  - B.1.17.2.** Short and Long Term Development – The ongoing design, analysis and development of existing CSS IT systems, with changes and/or additions of functions to the existing systems.
- B.1.18.** TUSER – Term used for the OSIS help screens listing data elements, validity tables and some instruction to staff on how to use the transaction.

### **B.2. IRS Information**

#### **B.2.1. Performance**

In performance of this contract, the vendor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- B.2.1.1.** All work will be done under the supervision of the vendor or the vendor's employees.
- B.2.1.2.** Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as

confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract.

Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

- B.2.1.3.** All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
  - B.2.1.4.** The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
  - B.2.1.5.** Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
  - B.2.1.6.** All computer systems receiving, processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
  - B.2.1.7.** No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
  - B.2.1.8.** The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
  - B.2.1.9.** The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- B.2.2.** Criminal/Civil Sanctions:
- B.2.2.1.** Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
  - B.2.2.2.** Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
  - B.2.2.3.** Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a(i)(1), which was made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act regulations established thereunder, and who knowing that disclosure of the specific material is prohibited,

willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- B.2.2.4.** Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

**B.2.3. Inspection:**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**B.3. Contract Term, Renewal and Extension Option**

- B.3.1.** The initial contract period shall begin on September 1, 2014, or date of award, whichever is later and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable contract provisions. The contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the contractor.
- B.3.2.** 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 six (6) options to renew, each for duration of one (1) year. Solicitation responses must include proposed rates for providing service for years one (1) through seven (7)
- B.3.3.** 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 statutes and rules. If required prior to renewal, the State will work with the contractor to incorporate any required changes to this agreement.
- B.3.4.** 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.3.5.** 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.3.6.** 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.4. Contract Administration**

CSS will follow a progressive contract administration plan for the purposes of managing Supplier's performance under the contract. It is CSS's intent to work with Supplier to resolve all contract performance and quality issues. However, CSS will not accept contract performance below stated RFP requirements and standards. Depending on the severity of the problem, progressive contract administration actions may include a notice of deficiency or breach, request for Corrective Action Plan, imposition of liquidated damages, and a recommended termination of contract either complete or partial.

**B.4.1. Agency Right to Delay or Withhold Payment for Cure of Unsatisfactory or Partial Performance**

Contractor failure to meet initially or maintain any of the following standard requirements may result in withholding of up to 25% of the scheduled payment until the defect is cured:

(See C.4.1.1. for Mandatory User System Standards)

- B.4.1.1.** System response time
- B.4.1.2.** Documentation, historical data recall, and audit trail
- B.4.1.3.** Submission of required reports

- B.4.1.4.** Quality control testing
- B.4.1.5.** Provisions of required and sufficiently credentialed personnel – (See C.4.3.3.2)
- B.4.1.6.** Timely response to service requests – (See C.4.3.3.4)
- B.4.1.7.** Proper contractor-provided working equipment and software – (See C.4.3.3.18)
- B.4.1.8.** Security breach or compromise – (See B.6.2)
- B.4.1.9.** Timely response to APD deadlines – (See C.4.3.3.3)

## **B.5. Obligations of Permitted Subcontractor**

- B.5.1.** If the Vendor is permitted to utilize subcontractors in support of this Contract, the Vendor shall remain solely responsible for its obligations under the terms of this Contract and for its actions and omissions and those of its agents, employees and subcontractors. Any proposed subcontractor shall be identified by entity name and by employee name in the applicable proposal and shall include the nature of the services to be performed. Prior to a subcontractor being utilized by the Vendor in connection with provision of the Products, the Vendor shall obtain written approval of the CSS Coordinator for the Administrative Services Center of such subcontractor and each employee of such subcontractor proposed for use by the Vendor. Such approval is within the sole discretion of the DHS. As part of the approval request, the Vendor shall provide a copy of a written agreement executed by the Vendor and subcontractor setting forth that such subcontractor is bound by and agrees to perform the same covenants and be subject to the same conditions, and make identical certifications to the same facts and criteria, as the Vendor under the terms of all applicable Contract Documents. Vendor agrees that maintaining such agreement with any subcontractor and obtaining prior approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.
- B.5.2.** All payments for Products shall be made directly to the Vendor. No payments shall be made to the Vendor for any services performed pursuant to this Contract by unapproved or disapproved employees of the Vendor or a subcontractor.

## **B.6. Information Security**

- B.6.1.** The Contractor will perform an annual audit of information security risk assessment due to the Oklahoma Department of Human Services, Information Security Office 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 Contractor. The Contractor is granted 60 working days after final report submission to respond with a mitigation plan for the identified security vulnerabilities. Contractor shall use either the standard security risk assessment created by the Office of State Finance 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.
- B.6.2.** The 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 DHS, Information Security Office. The Contractor must deliver a final report of the breach post-mortem, citing the reason, sources, affected records, and mitigation plans or actions within 10 business days of breach discovery.
- B.6.3.** The 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. The Contractor and all employees under the contract must sign DHS Acceptable Use, Confidentiality and Non-Disclosure agreements, User Logon Authorization, Agreement to Safeguard Federal Tax Information, and may be subject to Background Checks (see Attachments 2, 3, and 4).
- B.6.4.** User Logon Authorization
  - B.6.4.1.** Contractor will obtain and submit to CSS a completed MID-1-A Logon Authorization Request for Non-DHS Employees, Attachment 3 and ADM-133 Employee and Non-Employee Acknowledgment of Confidentiality, Attachment 2, form for each Contractor employee who will access OSIS (log-on authorization for non-DHS employees) and submit completed forms for all employees regarding the use/protection of confidential child support and tax information.
  - B.6.4.2.** Contractor will notify DHS immediately when employees are terminated that have access to DHS systems.

**B.6.4.3.** Any contractor employee or subcontractor who is a case member on a CSS case or has a personal interest in a case (through a relative or spouse) shall not be permitted to handle transactions on that case.

**B.6.5. Background Checks and Verifications**

**B.6.5.1.** Contractor must submit the required background check information to DHS in a timely manner. DHS will not process any access agreements prior to completion of user background verification.

**B.6.5.2.** The security clearance/background check must focus on the areas of responsibility to which the individual will be assigned, for example, individuals who have access to participant addresses must have background checks regarding restraining orders, violent crimes against persons and burglary. Individuals working with IT should have background checks relating to computer crime such as "carding" or other theft/misuse of personal or professional data offenses.

**B.6.5.3.** Contractor should request the appropriate law enforcement agency to assist in obtaining necessary FBI information. This may require fingerprints from prospective employees. CSS reserves the right to review all security clearance results and to reject any contractor employee for security reasons.

**B.6.6. Business Continuity and Disaster Recovery**

**B.6.6.1.** The Contractor will comply with the Office of State Finance minimum mandatory standards for information security and internal controls for contingency planning and disaster recovery. The Contractor will develop business continuity and disaster recovery plans as stated in the Office of State Finance Core Oklahoma Information Security Policy Section 8.0, Business Continuity found at [www.ok.gov/coreoklahoma/](http://www.ok.gov/coreoklahoma/). Contractor is further required to exercise, not less than annually, the recovery capabilities of developed plans. Contractor must submit exercise summaries annually or as exercises are conducted to the DHS Information Security Office.

**B.6.6.2.** Contractor must have a daily backup of the data transmitted to CSS and must retain the data for 7 business days, with the ability to retain the data longer if requested.

**B.6.6.3.** Contractor must provide no interruption in service or loss of computer data and must utilize the most current versions of software.

**B.6.6.4.** Contractor will ensure that all data transmitted to CSS is free of computer viruses.

**B.6.7. Auditing and Compliance**

**B.6.7.1.** The DHS, Information Security Office may, at its discretion, audit the Contractor for information security compliance as it pertains to this contract. The Contractor must supply corrective action plans for non-compliant audit findings within 30 business days from the receipt of the final audit report from DHS. Failure to comply with these requirements may result in funding being withheld from the Contractor.

**B.6.7.2.** Contractor must implement any improvement or site modification indicated by such a physical security review.

**B.6.8. Data Destruction**

**B.6.8.1.** Prior to disposal, all floppy disks, CDs, magnetic tape, hard drives (desktop and server), data DVDs, or other media used in containing DHS sensitive information must be destroyed using an erase feature that is sufficient for sensitive information because the information may be recoverable. Sensitive information should be deleted by an overwrite program. All reasonable attempts must be made to make data non-recoverable before disposing of any electronic media that contains DHS sensitive information. All hardcopy records that contain DHS sensitive information must be disposed of through a cross cut paper shredder (shredding both vertically and horizontally) or an equivalent secure destruction process.

**B.7. Confidential Information**

**B.7.1.** Child support information obtained by or disclosed to Contractor in connection with this contract is confidential and will be subject to disclosure by Contractor only to the extent DHS permits. Contractor will provide written notice to all its employees and subcontractors of the confidential nature of child support information and specify that unauthorized use or disclosure thereof is a violation of state and federal law and is strictly prohibited, and is grounds for criminal prosecution. In addition, unauthorized use or disclosure of confidential information by Contractor, its agents, servants or employees is grounds for immediate termination of this contract. Contractor further agrees that any information provided by the State about applicants or recipients of public assistance is to be used only for the administration of this contract or in any investigation, prosecution, or criminal or civil proceeding, conducted pursuant to this contract. Contractor further agrees to provide safeguards to restrict the use or disclosure of any confidential information.

**B.7.2.** The State of Oklahoma and its Departments and personnel shall be indemnified and held harmless from and against any damages occurring due to a breach of confidentiality of any agent, servant or employee of Contractor.

- B.7.3.** Should Contractor discover that a breach of confidentiality has occurred, Contractor shall be responsible for notifying any affected party and all costs associated with notification and curing of the harm incurred. The State of Oklahoma and its departments will review and approve the Contractors notification plan and resolution.

## **B.8. HIPAA Privacy Rule**

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 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 DHS, Information Security Office. Failure to comply with the requirements of this standard may result in funding being withheld from the Contractor, and/or full audit and inspection of the Contractor's HIPAA security compliance as it pertains to this contract. The 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.9. Audit**

- B.9.1.** For purposes of this contract, the word "auditor" includes auditors from CSS, the Department of Human Services, Office of Inspector General, the State Auditor's Office and any other authorized state or federal auditor or outside independent auditor employed by any of these entities.
- B.9.2.** Contractor shall maintain books, records, documents and other evidence pertaining to its fiscal and banking responsibilities, administrative costs and expenses of the contract, to the extent and in such detail as shall properly reflect all funds receipted and disbursed, all net costs, direct and apportioned and other costs and expenses which relate to the performance of contractual duties under the provisions of the contract. Contractor must be able to produce audit reports for review by CSS and state, federal or outside auditors. Contractor's accounting procedures and practices shall conform to GAAP, and the costs properly applicable to the contract shall be readily ascertainable. A certified public accountant or public accountant who has a valid and current permit to practice accountancy must perform the audit. DHS retains the right to approve the selection of and examine the work papers of said auditor. No approval will be withheld unreasonably.
- B.9.3.** Organizations that receive 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 includes 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 covers the period for which the contract was in effect.
- B.9.4.** The Contractor employing two (2) or more individuals to supply services through a contract that also 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.
- B.9.5.** Contractor agrees that, with no advance notice, CSS staff may inspect and observe on-site Contractor operations.
- B.9.6.** CSS reserves the right to complete Contractor on-site financial, program and performance audits whenever it is deemed necessary by CSS. CSS also reserves the right to request records, documents, papers, and other necessary materials for audit purposes without advance notice. Contractor agrees to provide reasonable access to all records, documents, papers and other necessary materials, at the discretion of the auditors, when requested by the auditors and at no cost to CSS.
- B.9.7.** Contractor agrees, upon 24 hours advance notice, to make workspace available to CSS auditors or other designated state officials. Contractor will also provide the auditors with access to a telephone, FAX machine, photocopier, and access to any computer systems used by Contractor in the performance of this contract.

**The Contractor must submit three (3) copies of the annual audit to:**

**Office of Inspector General  
PO Box 25352  
Oklahoma City, Oklahoma 73125**

**Along with a copy of the management letter and response to any audit findings within ninety (90) days of the conclusion of the Contractor's fiscal year.**

- B.9.8.** Contractor agrees to submit a written corrective action plan for approval by CSS addressing all deficiencies identified in any audit. The corrective action plan shall be provided to CSS within 30 days of the audit report distribution.

**B.10. Documents and Document Storage**

- B.10.1.** Contractor must maintain original source documents until stored electronically or via other retrievable medium, and must maintain records of all processing activities undertaken under the contract. (An electronic image of a check will satisfy the definition of an "original source document".) Either the original source document or the electronically stored document must be held for seven years.
- B.10.2.** All stored documents must be kept in an environmentally controlled and secured location. All documents must be disposed of in a manner that will ensure confidentiality. If a subcontractor is used for document disposal, documentation of proper disposal must be kept. CSS documents and records must be physically protected from being commingled with other contractor or contractor client records.
- B.10.3.** Contractor must keep the above-described documents or storage media within the CSS premises for audit purposes. The records must be available to CSS upon request, and turned over to CSS at termination of the contract in a fully organized, labeled and easily accessible form. CSS must be able to store, read, electronically transmit and print the documents without obtaining additional technology or software.
- B.10.4.** Information, computer program elements, reports and other deliverables created under this contract by the Contractor or CSS are the sole property of the State of Oklahoma and shall not be used or released by the Contractor or any other person or entity except with prior written permission of the State. CSS shall have access at any time to information used by Contractor relating to the services performed under the contract. CSS and OMES-ISD must have unrestricted access to any completed or in progress work product developed by contractor to support activities under this contract.
- B.10.5.** All information prepared for mailing to employers and/or other child support customers/groups requires prior approval by CSS. Contractor shall secure CSS's written approval prior to the public release of any information in written or electronic form which pertains to the status of the activities covered by this contract or which identifies CSS or CSS policies expressly or by implication.

**B.11. Post Award Contract Correspondence and Notification Information**

Contractor shall direct all inquiries and correspondence relating to the finalized contract to the following (prior to award all inquiries must be directed to the OMES/ISD Contracting Officer):

**DHS/Oklahoma Child Support Services**  
**Center for Administrative Services, Attn: Jim Sielert**  
**PO Box 248822**  
**Oklahoma City, Oklahoma 73124**

If overnight mail is required, the correspondence should be directed as follows:

**DHS/Oklahoma Child Support Services**  
**Center for Administrative Services, Attn: Jim Sielert**  
**2409 N Kelley, Annex Bldg.**  
**Oklahoma City, Oklahoma 73111**

**B.12. Invoicing/Billing**

Contractor will bill DHS on a monthly basis for services. Claims for reimbursement of services shall be submitted within ninety (90) calendar days of the provision of services. Supporting encumbrances may be canceled upon a lapse of six (6) months from the actual provision of services, unless specified otherwise in the contract.

If DHS or the State of Oklahoma finds that an overpayment or underpayment has been made to the Contractor, DHS may adjust any subsequent payments to the Contractor to correct the account. A written explanation of the adjustment is to be issued to the Contractor with an explanation as to the manner in which a request for consideration may be made.

Contractor shall agree to delay any collection of payment inquiries or notices until 45 days after DHS receives and approves a proper and correct invoice for the services received.

**B.13. Notice of Litigation or Investigative Action Required**

Contractor shall immediately notify DHS CSS of any litigation or investigative action arising out of the services contracted for within this agreement.

**B.14. Offshore Services**

Contractor must have DHS/CSS written approval prior to using personnel or subcontractors with a work station located outside of the United States of America for services provided under this contract. If Contractor is granted the ability to use offshore personnel,

Contractor must provide transportation and other costs associated with bringing personnel to Oklahoma if necessary in the course of the contract. DHS/CSS shall have the sole discretion to withhold approval and Contractor must then perform the services using personnel or subcontractors located within the United States of America at no additional cost to DHS/CSS.

#### **B.15. Termination**

- B.15.1.** The contractor may terminate the contract for default or other just cause with both a 120-day written request and upon written approval from the State.
- B.15.2.** The State may terminate the contract for default or any other just cause upon a 60-day written notification to the contractor.
- B.15.3.** 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.
- B.15.4.** 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.
- B.15.5.** 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.

#### **B.16. Services on an "As Needed" Basis**

CSS will request services only as needed. The personnel requirements noted herein are estimates only and not a guarantee of performance by CSS.

#### **B.17. CSS Right to Reject**

CSS has the right to review the qualifications of and reject any potential Contractor personnel from a CSS assignment. CSS has the right to require, without cause, the immediate removal of any Contractor personnel from a CSS assignment. Contractor shall not return persons so removed to a CSS assignment. Contractor must make qualified replacement for removed personnel within 3 weeks.

#### **B.18. Contractor Responsibility to Employees**

Contractor shall be responsible for the health and safety of its personnel while they are on assignment to CSS. Contractor shall be responsible for removing from CSS premises any of its personnel who is unable to transport himself.

It shall be the responsibility of Contractor to provide its personnel with all benefits associated with their employment, including but not limited to, FICA payments and statutory workers compensation coverage. CSS desires that qualified temporary or subcontract personnel be provided under conditions that will increase the probability of their staying with their CSS assignments.

#### **B.19. Commercial Off-The Shelf (Cots) Software**

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

#### **B.20. Charitable Choice Providers**

Contractors who are members of the faith community are eligible to compete for contracts with DHS on the same basis as any other provider. Such Contractors shall not be required to alter their forms of internal governance, their religious character or remove religious art, icons, scripture or other symbols. Such Contractors may not, however, discriminate against clients on the basis of their religion, religious beliefs or clients' refusal to participate in religious practices.

#### **B.21. Unavailability of Funding**

DHS cannot guarantee the continued availability of funding for this Contract, notwithstanding the consideration stated herein. In the event funds to finance this Contract become unavailable, either in full or in part, due to insufficient state funding, DHS may terminate the contract, or reduce the contract consideration, upon notice in writing to Contractor. The notice shall be delivered by certified mail, return receipt requested, or in person with written proof of delivery. DHS shall be the final authority as to the availability of funds. The effective date of such contract termination or reduction in consideration shall be specified in the notice, provided, that the funding adjustments stated in this paragraph shall not apply to payments made for services satisfactorily completed prior to the effective date of the termination or reduction. In the event of a reduction in Contract consideration, Contractor may work with DHS to reduce the Scope of Work proportionately or cancel this contract as of the effective date of the proposed reduction, upon advance written notice

to DHS. Both parties shall make a good faith effort to reach mutual agreement on reasonable phase-out costs upon notice of termination or reduction of contract.

## **B.22. Equipment**

Any equipment or other tangible materials purchased with funds provided through this contract shall be the property of the State of Oklahoma and shall be held, maintained, and insured by the contract for the benefit of DHS. Upon termination of the contract, for any reason, DHS may demand the return of such equipment or materials at the Contractor's sole cost and expense. The Contractor assures notification of DHS prior to relocation or substantial alteration of such equipment or materials.

## **B.23. Grievance Procedure**

If the resulting contract from this RFP involves services to clients, the Contractor shall have, in place, a system for resolution of grievances by said clients. The grievance system used by the Contractor shall be subject to approval by DHS.

## **B.24. Compliance with Law**

Contractor shall be subject to all applicable state and federal laws, rules and regulations and all amendments thereto. Contractor agrees to devote special attention to its responsibilities under state law; observance of the compliance with the requirements therefore shall be the responsibility of the Contractor, without reliance on or direction by DHS. This includes, but is not limited to, total compliance with the Privacy Act of 1974, Public Law 93-579, 5 US Code 552a.

## **B.25. Access to and Retention of Records**

The Contractor will maintain adequate and separate accounting and fiscal records and account for all funds provided by any source to pay the cost of the project and permit audit and/or examination of all such records, procedures and accounts at any reasonable time by authorized personnel of the U. S. Department of Health and Human Services, DHS, State Auditor and Inspector and any other appropriate state and federal entities. Furthermore, such personnel shall have the right of access to any books, records, documents, accounting procedures, practices, or any other items of the service provider which are pertinent to the performance or payment of this contract/grant in order to audit, examine and make excerpts of records. Contractor shall be required to maintain all records for three (3) years after DHS makes final payment and all other pending matters are closed.

## **B.26. Payment Schedule**

Payment will be made based on the proposed hourly rates. Payment against this contract shall be firm fixed at the quoted price and the state shall not pay, nor be liable for, any other additional costs, including, but not limited to, taxes, attorney fees, liquidated damages, etc. Payment for all services required herein shall be made in arrears. Neither DHS nor the State of Oklahoma will make any advance payments or advance deposits.

## **B.27. State Right to Recover Data at Conclusion of or During Contracted Services**

Should contractor store agency data in any format which is readable only through the use of contractor proprietary system or software, contractor shall extract, transfer, and convert data back to its original state at the conclusion of the contracted services. This service shall be free of any charges to state, including but not limited to contractor staff hours, storage devices for data (portable drives, servers, rewritable media, etc.), licensing fees, and other associated costs. If agency requires the conversion prior to the end of the contract, the same conditions shall apply.

## **B.28. Disaster Recovery Plan**

Bidder will provide, in its proposal submission, its disaster emergency plan indicating how Bidder would operate and could resume operations within forty-eight (48) hours should Bidder become unable to conduct normal business due to fire, storm or other natural or unanticipated disaster. Bidder Project Manager will co-ordinate with CSS and ISD to develop a plan of action in such an emergency.

## **B.29. WCMU Review**

All websites, applications, content, documents, and any additions and/or revisions to these generated as a 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.30. IT Equipment Source**

Any reference to contractor-provided computer or other IT equipment in this Agreement shall imply and intend the use of State equipment regardless of existing language.

## C. SOLICITATION SPECIFICATIONS

### C.1. Purpose

This Request for Proposal (RFP) is being issued by the Office of Management and Enterprise Services (OMES), on behalf of the Oklahoma Department of Human Services (DHS), Child Support Services (CSS). CSS is responsible for administering a statewide child support enforcement program under the provisions of Title IV-D of the Social Security Act. This program seeks to assure that children receive support from both their parents. CSS depends upon the daily operation of the Oklahoma Support Information System (OSIS), various LAN systems, Web Services, and employee's desktop personal computers. The State of Oklahoma intends to issue a contract between CSS and a contractor to supply staff resources for the daily maintenance, development, database conversion support, migration functions, and all integrated components that interface with OSIS as well as non-programming support of the OSIS and CSS to include, but not limited to, business development, project management, and Federal Advanced Planning Document (APD) updating. This contract will also cover any legacy replacement activities that would require any OSIS interfacing, data conversion or decommissioning.

### C.2. Background

- C.2.1.** The Child Support Services of the Department of Human Services, State of Oklahoma, provides child support services mandated under Title IV-D of the Social Security Act, for the State of Oklahoma. These services include location of non-custodial parents, establishment of paternity and child support orders, and enforcement of child support obligations and the collection and processing of payments made. The CSS State Office, located in Oklahoma City, is the central office for these operations providing service in all 77 counties in Oklahoma.
- C.2.2.** CSS is mandated and authorized through Title IV-D of the Social Security Act to establish child support obligations and to collect court ordered support. CSS provides child support services to recoup money spent on Aid to Families with Dependent Children (AFDC), Temporary Assistance to Needy Families (TANF), to assist Custodial Persons not receiving AFDC/TANF in pursuing child support and medical support, to recoup money for the Title IV-E Foster Care Program, Title XIX assistance, and to assist other states, countries, and Tribal Nations in the pursuit of child support in behalf of their children, custodial persons and programs.
- C.2.3.** CSS is mandated to develop and support an automated computer system for our child support staff. CSS depends upon OSIS and other computer systems (PCs, Web Services, LANs, third party products that integrate with OSIS) for all aspects of its daily operation. Daily maintenance, development, and other non-programming support activities for these systems are vital to the successful operation of CSS. Therefore, CSS's continued success in the collection of child support partially depends upon the selection of a Contractor with a working knowledge of federal and state child support laws and regulations and child support automated systems similar to OSIS.
- C.2.4.** Some of the primary tasks involved with and requiring maintenance and short-term development and support of OSIS are:
  - C.2.4.1.** Conducting project planning;
  - C.2.4.2.** Conducting assessments of the "as is" and helping develop the "to be" state;
  - C.2.4.3.** Conducting Business Requirement meetings with CSS end users;
  - C.2.4.4.** Documenting meetings and issuing Business Requirement documents using the CBPE approved artifacts and process;
  - C.2.4.5.** Conducting analysis of automated systems based upon the Business Requirements and issuing Functional Design documents for review and approval using the CBPE approved artifacts and process;
  - C.2.4.6.** Conducting walk-throughs for the following areas of a project for CBPE and CSS process improvement teams;
  - C.2.4.7.** Requirement document;
  - C.2.4.8.** Functional Design document;
  - C.2.4.9.** Post development discussion of automation functionality changes;
  - C.2.4.10.** Developing Technical Design documents and developing new or modified applications. This will include the completion of system matrix's for system documentation;
  - C.2.4.11.** Conducting Unit Testing;
  - C.2.4.12.** Assisting with Quality Control Testers to set up test data and run jobs and analyzers in the test and training regions, answer questions that pertain to the system or design documents, review QCT incident reports and make system corrections following CBPE processes and procedures;

- C.2.4.13.** Performing migration duties between the development, training and production regions following Data Services Division (DSD) standards and processes;
- C.2.4.14.** Participating in weekly status, migration meetings and bi-weekly resource leveling with CSS and DSD Systems staff;
- C.2.4.15.** Assisting, as assigned, with internal and external Incident Reports on a daily basis;
- C.2.4.16.** Reviewing new Services Requests and responding with approximate estimates of labor and timelines;
- C.2.4.17.** Assisting with the tracking and updating of the Annual Federal Advanced Planning Document;
- C.2.4.18.** Providing assistance to ISD as a consultant to help ISD staff understand the CSS business functions programmed in the automated system and supply technical resources for any technical support needed by ISD that is associated with the CSS OSIS automation needs.

### **C.3. Objective**

- C.3.1.** This Request for Proposal details the requirements for a contract to provide staff resources for:
  - C.3.1.1.** Daily maintenance;
  - C.3.1.2.** Enhancements to existing applications;
  - C.3.1.3.** New development of business applications;
  - C.3.1.4.** Database design and conversion support;
  - C.3.1.5.** Migration functions;
  - C.3.1.6.** Bridging dual systems during any future legacy replacement activities related to OSIS;
  - C.3.1.7.** Activities related to mainframe conversion efforts;
  - C.3.1.8.** Consultation and technical support to other DHS Divisions as it relates to CSS automation needs and non-programming support of OSIS and CSS to include, but not limited to;
  - C.3.1.9.** JAD Facilitation;
  - C.3.1.10.** Project Planning;
  - C.3.1.11.** Project Management;
  - C.3.1.12.** Business requirement gathering;
  - C.3.1.13.** Use case development;
  - C.3.1.14.** Analysis and design activities to include documentation, and
  - C.3.1.15.** Federal Advanced Planning Document (APD) updating;
  - C.3.1.16.** Conduct assessments of the “as is” and “to be”

### **C.4. Scope of Work**

Contractor will provide qualified staff as specified by this RFP to work under the direction of CSS. Contractor will be compensated on an hourly rate basis. Hourly rates shall be inclusive of ALL Contractor costs, including support staff, management and supervisory costs. Contractor will designate a Project Director, who is not required to remain on-site, but for overall contract supervision, an On-Site Manager for daily project management duties will be assigned. DHS estimates that this contract will require from seven (7) to thirty (30) on-going full-time personnel, including management/supervision. The range of resources will change based upon the number of CSS initiatives, federal mandates and special projects requested. The contractor will need to be able to be flexible to increase and decrease staffing as the maintenance and development needs dictate. The existing contract that this contract will replace is resourced with eight (8) staff. Contractor should submit within its proposal response the Matrix of Skills and Expertise (Attachment 6) and Resumes for nine (9) personnel which will include the on-site manager.

- C.4.1.** Contractor should demonstrate in its response how they will be able to comply with the following scope of work activities.
  - C.4.1.1.** Mandatory User System Standards: Contractor must satisfy the following User Requirements for IMS Development, Daily Maintenance, and Short Term Development:

- C.4.1.2.** Response time must meet DHS/OMES-ISD standards of no more than 2.5 seconds average for on-line IMS mainframe transactions.
- C.4.1.2.1.** The system must provide an audit trail, with all updates capturing the date created, date updated, ACF2 user ID of the terminal operator, and transaction/program used to accomplish the update.
- C.4.1.2.2.** The system must provide an activity history of all updates.
- C.4.1.2.3.** Detailed System Documentation must be recorded in the medium reasonably required by CSS to include, but not be limited to, all OSIS TUSER data requirements (in IMSTest, IMSTrain, and IMSProd), Requirement and Design documents and all associated documentation used by CBPE to conduct daily business, Public Folders, Visio, or other Microsoft Office software. This documentation must be completed before a modification/fix is migrated into the IMSTrain environment for Quality Control Testing (QCT) as defined by CSS. A walk-through of Requirement and Design documents as well as post development will occur prior to the migration of code from IMSTEST to IMSTRAIN to IMSPROD.
- C.4.1.2.4.** Complete Data Analysis and Documentation – Data definition documentation for a new or modified database must be provided to ISD and CBPE prior to physical data base creation by ISD. Data definition documentation must meet ISD standards and a database meeting must occur between the contractor's staff, ISD and CBPE before approval of a new database to help facilitate the database design. This documentation must be submitted and approved by CSS and OMES-ISD.
- C.4.1.2.5.** Detailed User Documentation must be recorded in the IMS TUSER, Requirement, Unit testing documentation and Functional Design documents, Public Folders, Visio, or other Microsoft Office software and any pertinent environment including, but not limited to, IMSTest, IMSTrain, and IMSProd. This documentation must be completed before a modification/fix is migrated to the IMSTrain environment for Quality Control Testing (QCT).
- C.4.1.2.6.** Quality Control Testing (QCT) Support – All QCT will be accomplished in the IMSTrain or IMSTest environments, unless otherwise required by CSS. QCT will occur for both programming development and for TUSER documentation. A QCT walkthrough of the automation development must be provided by Contractor prior to movement of the modification/fix into IMSTrain, unless otherwise required by CBPE. Attendees at this walkthrough will include staff from Contractor, CBPE and ISD. CBPE will require advanced notification of all implementations, including, as necessary, documentation of each technical element included in the implementation (i.e. Programs, MFS's, PSB's, etc.). Notification will occur in the weekly migration meetings. Contractor will provide support as needed by CBPE during QCT testing (examples include support batch testing and consultation to QCT testing staff). Contractor must have published final Business Requirement and Design documents prior to migration unless contractor has received a waiver from the CBPE Center manager. Contractor will provide Unit and System Testing documentation to the QCT lead tester and conduct a meeting with that lead on the date of turnover.
- C.4.1.2.7.** Implementation into the Production Process – After QCT phase and any necessary post deployment training has been completed by CSS staff; Contractor will be notified by CBPE during weekly migration meetings when product moves can occur. Contractor in conjunction with ISD staff will perform implementation into IMSProd (or any other production environment) in a coordinated and controlled manner. Contractor must provide a production walkthrough prior to movement of the modification/fix into IMSProd, unless otherwise required by CBPE. Attendees at this walkthrough will include staff from Contractor, CBPE and ISD.
- C.4.1.2.8.** Source Code – All implemented source code must be delivered to OMES-ISD in electronic or other form as required by CBPE, and must be archived by Contractor following ISD standards and the primary tool is SCLM (Breeze).
- C.4.1.2.9.** All source code developed by the contractor will be considered the property of the State of Oklahoma.

**C.4.2.** Types of Work to be Performed

Contractor will be required to produce all or some of the following services. Bidder shall document in its proposal how it would provide staff and expertise to perform these functions:

- C.4.2.1.** Project planning and management using standards from PMBOK and any internal hybrid process which consists of elements of the PMBOK methodologies developed by CSS-CBPE or ISD for use in managing projects. Further information on these practices may be found at the following link:  
<http://www.pmi.org/Resources/Pages/Library-of-PMI-Global-Standards.aspx>
- C.4.2.2.** Conduct detailed system analysis, design and documentation. Contractor shall provide skilled technical staff that can conduct detailed system analysis into the technology and business applications used by the OSIS system and related DHS interfaces, and be able to document their analysis in the forms of detailed Functional and Technical Design documents for CBPE to review and approve. Contractor must document the current "as is" and outline the "to be" to clearly understand and demonstrate changes. Contractor will produce and publish Functional and Technical Design Documents using standards established by CBPE.
- C.4.2.3.** Development. Contractor shall provide skilled staff that can perform the development of new processes or modified processes to the CBPE automated system within the current technology used for CBPE.
- C.4.2.4.** Unit and System testing and documentation. Contractor shall provide skilled development staff that can perform Unit and System testing after the completion of development work. Contractor will be permitted to use its own method of Unit and System testing and will be required to document and publish this testing effort to offer proof of system testing and offer documentation to the QCT testing team that will conduct end user testing for CBPE. QCT provided by non-contractor staff will allow CBPE to review and monitor contractor deliverables. QCT staff will also review the Requirement and Functional design artifacts to ensure proper depth in each document was achieved to allow for a comprehensive QCT test plan and scenarios. A meeting between the development staff conducting Unit and System testing and the QCT team will be held prior to migration to IMSTRAIN. Any deficiencies discovered will require further definition by the contractor.
- C.4.2.5.** Business Requirements validation and documentation. Contractor shall provide skilled Joint Applications Design (JAD) facilitators familiar with the technology used in the ISD Hardware and Software Technical environment (see Attachment 1) as well as knowledge of federal child support regulations. During the contract period, Contractor will produce and publish Business Requirements Documents using standards established internally by CBPE. Contractor will ensure that requested business requirements are not in conflict with federal automation requirements and also make an effort to ensure requirements are not in conflict with published state law and DHS policies. CBPE will offer a policy resource to assist with contractors questions during any given project. Due to the length of the CBPE standards document, it will be provided upon request.
- C.4.2.6.** Presentations arising from assigned work. Contractor shall provide staff, upon request by CBPE, to assist in any presentation of new developments or modifications to existing automated business processes. This function will not be a significant function under the contract but Contractor may be asked to assist CBPE training teams from time to time on a limited basis.
- C.4.2.7.** Project management and status reports. Contractor's On-Site Manager will, in addition to general project management duties, provide in-depth weekly updates to the CBPE Project Schedule and resources. Contractor will provide project schedules by phase for each project and updates to those schedules to include the percentage completed on weekly bases. Contractor shall provide a status report on all project activities at a weekly status meeting with CBPE and ISD staff. Contractor will conduct project management activities primarily using PMBOK Standards and any modifications to the PMBOK standards deployed by CBPE. Contractor receiving this award will adhere to all internal published standards and templates used for daily business activities within the CBPE center.
- C.4.2.8.** Advanced Planning Document Support (APDU). Contractor shall assist in the development of the annual APDU document.
- C.4.2.9.** Office of Management and Enterprise Services (OMES) and the Information Services Division (ISD) Support. Contractor shall provide staff as required by OMES-ISD to support the planning, conversion, bridging and migration to any new CSS automated system or mainframe conversion project. This will require the contractor to work with CBPE, ISD and other contract staff to migrate an OSIS Business process to a new system technology. This may include bridging dual systems, conversion of data and databases, while still maintaining the current CSS OSIS system. ISD will work with Contractor to identify the types of staff and skill sets needed for this type of activity. ISD will give Contractor sufficient advanced notice and allow Contractor a reasonable amount of time to acquire the needed resources. Contractor shall integrate ISD staff into contractor projects to assist with knowledge transfer. Contractor will also be asked to give technical support to ISD and technical training concerning the CSS automated system upon request.
- ISD may also upon request ask the contractor to assist on various technology projects that are related to the CSS program area. ISD in this situation would request appropriate resources as needed for each initiative. Contractor would conduct a search for the appropriate resources and supply those resources in a reasonable amount of time.

**C.4.3. Work and Personnel Requirements**

- C.4.3.1.** The proposal shall designate Bidder's Project Director for this contract period who is not required on-site but who would have overall responsibility of the CSS contract. The Proposal shall also designate Bidder's On-Site Manager. The Proposal shall contain the resumes of all Bidder technical staff that would be assigned to the CSS contract for the basic 8 FTE staffing. It is understood that some personnel of Contractor may cease employment during the course of the contract, or that it may be in the best interests of CSS to request their removal.
- C.4.3.2.** CSS reserves the right to accept or reject any Contractor personnel that would perform work on the CSS contract. In the event the person placed as the On-Site Manager terminates employment with Contractor during the term of the contract, CSS requires a gradual turnover period before the position is vacated and subsequently filled. The length of the turnover period shall be negotiated by CSS and Contractor once contract performance is commenced.
- C.4.3.3.** The following steps are required to assure the effective management of the work performed under the contract:

- C.4.3.3.1.** Contractor must appoint one person as On-Site Manager who will be responsible for the day-to-day management of assigned personnel, Service Requests, troubleshooting, and the general business functions of the project.
- C.4.3.3.2.** All Contractor staff assigned to work under this contract must be pre-approved by the CBPE Center Head. Prior to assigning a Contractor staff person to the project, Contractor will issue to the CBPE Project Manager a letter requesting CBPE approval of the proposed person; the person's resume and the Matrix of Skills and Expertise (Attachment 6) will accompany the letter. The CBPE Center Head will review the materials and accept or reject the person within three (3) business days.
- C.4.3.3.3.** The CBPE Management Team (which includes Contractors' On-Site Manager) will determine all new development and/or maintenance work requested by CSS. All development and maintenance requests will be tracked by service request numbers that are used within invoicing and APDU activities. All work agreed upon will be prioritized, resourced and scheduled within the CBPE project schedule that is published and updated on a monthly basis. Contractor will submit weekly updates to the CBPE schedule and resource assignment for inclusion in the monthly schedule.
- C.4.3.3.4.** The Service Requests will be prioritized by CBPE Management Team and will contain projected project time lines for their completion. The On-Site Manager will review the schedule and respond to CBPE within three (3) business days with Contractor's estimate of the project time lines. If the Contractor's estimate is different than the project time lines estimated by any other entity (i.e.... ISD project manager, CBPE Management Team, or another third party contractor) then the Contractor's staff will work with CBPE Management Team to develop an agreeable time line for the project.
- C.4.3.3.5.** Contractor's On-Site Manager may be asked to maintain and publish a weekly Service Request list for monitoring and tracking. CBPE Management Team will assign priorities to all service requests.
- C.4.3.3.6.** When an OSIS application is not functioning correctly the CBPE Center Head, QCT Manager or staff or Process Improvement Team Lead will issue an Incident Report (IR) to CBPE Management Team Members. See Attachment 5 for Authority Matrix.
- C.4.3.3.7.** The critical IRs will be prioritized by CBPE and will be set as 1) Emergency or 2) High priority. Emergency priority IRs will be given attention immediately and the IR's resolved; High priority IRs will be reviewed by the manager and assigned and scheduled to an appropriate technical resource to work as the schedule permits. If Incident Reports exceed available resources CBPE will prioritize the incident reports and Contractor will work the IR's in priority sequence as resources become available. Resources are limited to DHS funds available for the contract.
- C.4.3.3.8.** CSS may begin a Process Improvement Team (PIT) months before any automation assistance is needed from the Contractor. Once a Service Request is issued for assistance to a PIT, the Contractor's On-Site Manager will assign a staff person to be the Contractor's Lead to conduct Business Requirements meetings with the stakeholders of the PIT team. The Lead will be responsible for meeting minutes, action item log, agendas and general meetings responsibilities, Business Requirements document, Analysis and Design, Design documents (both functional and technical), development, Unit and System testing, migration walk-through and migrations to the various environment IMSTEST, IMSTRAIN, IMSPROD. CSS-CBPE relies very heavily on the Technical project lead being the project manager of the new or modified development to the OSIS system. CBPE uses a hybrid methodology for systems development. This methodology was developed for the current internal structure within CBPE. This contractor lead person will also be responsible for conducting the JAD session and using CBPE artifacts.
- C.4.3.3.9.** Business Requirement and Functional and Technical Design documents must be submitted on all projects. All documents (excluding the Technical Design) and internal CBPE processes will be given to the contractors to follow and use. The documentation is not cumbersome but documentation is a must for all changes.
- C.4.3.3.10.** Contractor's On-Site Manager, or the assigned project lead, will conduct a walk-through of Business Requirement Documents to verify content and Functional Design Documents to explain to CBPE and later to our appropriate CSS staff the impact and functionality of the proposed design after issuing Requirement and Design documents. The CSS business requirements must have traceability throughout the documentation process.

- C.4.3.3.11.** The CBPE QCT staff may question the depth of the functional design and upon identification of gaps or weaknesses require the contractor add more detail to the design to allow for comprehensive understanding of the changes.
- C.4.3.3.12.** Appropriate CSS and CBPE staff associated with a project will review and approve all Business Requirement and Functional Design documents.
- C.4.3.3.13.** Contractor's On-Site Manager will be responsible for submitting a migration report at a weekly migration meeting. All migrations must be approved by the CBPE management. Migrations will be the movement of new development or modifications to existing automation from IMSTEST to IMSTRAIN to IMSPROD.
- C.4.3.3.14.** A weekly detailed status report developed by the contract on-site project manager or contractor technical project lead on all projects with an updated project plan will be reviewed during the weekly CBPE Management Team status meeting.
- C.4.3.3.15.** All development work must be unit-tested and turned over to a CBPE Quality Control Team for validation. Contractor's quality of work will be tested and monitored through this process. IR's (Incident Reports) will document problems with applications. Once all IR's have been corrected by the Contractor and passed the re-testing process by the QCT process CBPE will give permission in the migration meetings for the migration move to production.
- C.4.3.3.16.** Contractor's staff must prepare bi-weekly APD manpower recoding sheets that record manpower efforts by project by phase for federal reporting. This shall occur prior to the contractor time sheets being submitted with the invoice for payment.
- C.4.3.3.17.** The Contractor will submit monthly invoices to CBPE for review and approval. Associated time sheets must be attached to the invoices and must balance. Any time sheet or invoice problem must be resolved within three (3) business days. Contractor will not be paid until all issues are resolved.
- C.4.3.3.18.** The State currently provides built-in cubicle work stations for contractor employees under this contract. Should circumstances, such as a change in work location or budget constraints necessitate a change, contractor may be responsible for providing adequate office equipment for its staff, including, desks, chairs, bookcases/shelves, file cabinets, and related supplies and equipment. Controllers and system printers for Contractor work in the mainframe environment will be provided by CBPE.
- C.4.3.3.19.** Contractor will request permission and receive approval from CBPE and ISD prior to installing any software intended for use on equipment connected to the DHS closed network.
- C.4.3.3.20.** Contractor's staff will be required to work in multiple entity teams which may include, but are not limited to, members from ISD, CSS, CBPE, DHS, other state agencies, and other contractors.

**C.4.4. Specific Experience and Expertise of Personnel (Complexity of Knowledge, Skills, and Abilities Needed)**

**C.4.4.1. Business Analyst:**

Knowledge in quality assurance, quality control, documentation best practices and project management methodologies using PMBOK standards as a fundamental guide is a plus. Skilled in successful management of resources in a team environment, coordinating activities and resources within and between units, customer service, business acumen, and is agile and flexible in business processes, solutions and approach. Preference will be given to candidate with broad knowledge of Management Information Systems including best practices of analysis and design, applications development, databases, processes, procedures, and techniques with emphasis on technology currently being used by ISD. A strong knowledge of child support regulations and high level business processes and the ability to conduct professional JAD (Joint Application Design) Sessions and proficient skills in the development of Requirement documents are a plus. Experience with Oklahoma child support business processes and automated system would be a plus. Experience with Root Cause Analysis tools and methodologies like "Six Sigma" will be needed to help perform the duties of this position and be able to conduct a work break down structure for identifying tasks and helping create an accurate schedule.

**C.4.4.2. Technical Analyst:**

Includes sound knowledge of Management Information Systems including specific knowledge and best practices of analysis and design, applications development, databases, processes, procedures, and techniques. Additional knowledge in quality assurance, quality control, root cause analysis, risk analysis and assessment, documentation best practices and project management methodologies is needed. Preference will be given to candidate with broad range knowledge of operating systems, telecommunications and networking, client servers, security and privacy. Skilled in successful management of resources in a team environment, coordinating activities and resources within and between units, customer service, business acumen, and is agile and flexible in business processes, solutions and approach. Proven skills in application development including the use of Internet

technologies and techniques. Skills with current ISD technologies are needed as well as proficient skills in the development of functional and technical design documents.

**C.4.4.3. Developers:**

Includes sound knowledge of Management Information Systems including specific knowledge and best practices of analysis and design, applications development, databases, processes, procedures, report writing, and techniques. A broad range knowledge of operating systems, telecommunications and networking, client servers, security and privacy. Must possess strong skills in application development and have specific experience with current technologies used by ISD. Additional knowledge in quality assurance, quality control, root cause analysis, risk analysis and assessment, documentation best practices and project management methodologies is a plus. Skilled in successful management of resources in a team environment, coordinating activities and resources within and between units, customer service, business acumen, and is agile and flexible in business processes, solutions and approach. Proven skills in application development including the use of Internet technologies and techniques.

**C.4.4.4. PC Application Analysts and Developers**

Includes sound knowledge of Management Information Systems including specific knowledge and best practices of analysis and design, applications development, databases, processes, procedures, report writing and techniques supporting the Microsoft systems and interfaces. A broad range knowledge of operating systems, telecommunications and networking, client servers, security and privacy. Additional knowledge in quality assurance, quality control, root cause analysis, risk analysis and assessment, documentation best practices and project management methodologies is needed. Proven skills in application development, report writing, and interfacing using personal computer tools and techniques. It is unlikely CSS will require this position full time on this contract but would like the contractor to have the ability to supply a resource in this category if needed.

**C.4.5. General Personnel Requirements:**

- C.4.5.1.** Bidder must be able to supply staff that has experience and expertise in the type of technology shown in ISD Hardware and Software Technical Environment, Attachment 1.
- C.4.5.2.** Bidder must make its best efforts to have the staff that has been requested by CBPE available in Oklahoma City and ready to begin work within three weeks of the request for that staff. Bidder must notify the CBPE Center Head immediately if Bidder cannot have the requested staff on-site in Oklahoma City and ready to begin work within the specified time frames.
- C.4.5.3.** The proposal shall include a matrix summarizing the experience and skill levels of each staff member proposed for the CSS Contract (see Attachment 6). At a minimum the Bidder shall identify in its Proposal at least eight proposed staff that will work on-site to support the CSS automation needs. One of these eight staff must be Bidder's On-Site Project Manager.
- C.4.5.4.** Contractor's staff must be able to work efficiently within ISD's existing host-based teleprocessing network and must use ISD's Development Standards as listed in Attachment 1. Due to the length of this attachment it will be provided on request.
- C.4.5.5.** MVS COBOL is standard on maintenance to existing processes and new mainframe development. Personnel supporting the CSS OSIS applications need to have adequate experience with COBOL II, MVS COBOL, Enterprise COBOL for z/OS and OS/390 3.x, Debug Tool V5, IMS 9, (see Attachment 1).
- C.4.5.6.** Contractor's staff shall be able to work efficiently with DHS and ISD's existing PC and/or LAN systems. Staff needs to have adequate experience with Windows XP, WIN7, and Attachmate EXTRA! X-treme 8, Microsoft Office Professional 2010, other Microsoft products, and other products as the business requires. (See Attachment 1)
- C.4.5.7.** Contractor shall provide personnel experienced in DB2 support and development and various Intranet and/or Internet applications as determined by the future direction of OMES-ISD database and micro computing standards.
- C.4.5.8.** Contractor must have the ability to provide resources to assist with third party software and software components. The following are examples but not limited to; WebFOCUS, Adobe Live Cycle, Java, .Net, and other web service applications.

**C.4.6. General CSS Right of Oversight**

The CSS CBPE Center Head oversees the performance of the contract and the administration of Contractor's responsibilities, as follows:

- C.4.6.1.** Monitoring the progress of all Service Requests and/or projects. The CSS CBPE Center Head monitors all activity by reviewing the Project Plan and Schedule and weekly status reports provided by the Contractor as described above.
- C.4.6.2.** Taking appropriate action regarding delinquent or non-conforming performance. The CSS CBPE Center Head works with the Contractor to resolve issues of non-performance by Contractor staff. As stated above, CSS has the right to require Contractor to remove and replace project staff.

- C.4.6.3.** Assuring Contractor does not divert staff to other projects during the course of the work. CSS expects Contractor to keep the appropriately skilled staff on the project. Contractor staff that has experience with child support and OSIS shall not be removed from the project for other assignments and/or replaced by non-experienced staff. CSS acknowledges that events will occur that are beyond the control of Contractor and CSS will work with Contractor to resolve issues of loss of staff.
- C.4.6.4.** Assuring that Contractor issues changes in staffing levels, or in system development plans and schedules, including previously agreed to changes, in writing. These changes must be approved by CSS even when the changes are of minor impact and do not involve a change in price, or in a specified delivery schedule.
- C.4.6.5.** Acting as liaison between Contractor and other state staff.
- C.4.6.6.** Assuring that personnel working on the contract are those identified to the contract. Any replacement of Contractor personnel must be approved by the CSS CBPE Center Head, in writing, in advance. The CSS CBPE Center Head requires that Contractor submit the names, resumes and skills sets of all staff that Contractor intends to use on this contract. The initial staff will be listed in the Proposal, as described herein, and details about subsequent staff shall be submitted by letter to the CSS CBPE Center Head. Contractor will submit in writing, no less than two weeks in advance, the names of any contractor staff resigning from the CSS project, along with an impact statement to CSS projects of such resignations.
- C.4.6.7.** Conducting random and quarterly inspections for acceptance of completed deliverables with Mandatory User System Standards. The CSS CBPE Center Head reviews QCT activities and incident reports to monitor the level of error made by the Contractor or a certain staff working for the Contractor. Any unacceptable findings will be discussed with Contractor's On-Site Manager.
- C.4.6.8.** Certifying invoices for accuracy. The CSS Contract Monitor (the CBPE Center Head) and delegated staff review all Contractor invoices, and Contractor staff time sheets, on a monthly basis, for accuracy of charges, and compliance with contract time frames. Errors could result in rejection of the invoice. The invoice will be sent to the contract fiscal monitor for review, approval and payment processing.
- C.4.6.9.** CSS provides office space at Shepherd Mall, 2401 NW 23<sup>rd</sup> Street, Suite 28, along with utilities, phone service, and computer equipment for Contractor's personnel, co-located with the CSS Center for Business Process Engineering (CBPE) and OSIS Operations Section. This savings in these costs to the bidders should be reflected within the overall costs in the hourly rates being bid on this contract.
- C.4.6.10.** Existing System and Environment – OMES-ISD assists Contractor in understanding the technical system and the OMES-ISD Hardware and Software Technical (see Attachment 1). CSS OSIS staff assists Contractor in understanding the OSIS end user environment. CSS provides CSS business subject matter experts to participate in JAD sessions for automation projects.
- C.4.6.11.** The OMES ISD is a technical advisor to both CSS and Contractor throughout the contract. ISD acts as a consultant and reviews and communicates to CSS-CBPE its approval concerning the following:
  - C.4.6.11.1.** Design approach and detail;
  - C.4.6.11.2.** Technical and Management staff decisions regarding development and migrations;
  - C.4.6.11.3.** Physical database design and definition;
  - C.4.6.11.4.** Production turnover sign-off as required by the various units within ISD;
  - C.4.6.11.5.** The conversion and migration of any component of OSIS to a new technology;
  - C.4.6.11.6.** WebFOCUS changes;
  - C.4.6.11.7.** Adobe Live Cycle changes;
  - C.4.6.11.8.** OITA reviews

## **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**

**D.4.1.** Technical Proposal: Organization/content and quality of proposal and adherence to solicitation requirements; available resources designated for this contract.

**D.4.2.** Past Performance: Company prior experience & references from contacted sources as well as how this experience may relate to the Scope of Work in this RFP. This evaluation may include a review of Better Business Bureau records as well as Oklahoma Department of Central Services vendor file materials among other available resources.

**D.4.3.** Company Staffing and Personnel Experience: Assessment of staff years and complexity of experience in specified skill sets.

**D.4.4.** Company Financial Capacity: Ability of the company to demonstrate financial stability both current and past.

**D.4.5.** Pricing

### **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.

- The proposal must specifically address and respond to each item, stating whether the proposal submitted does or does not meet the stated requirements in the RFP. The Bidder must state how each requirement is met and not simply respond with such terms as “agreed” or “complied with”.
- The State will not assume that a Bidder possesses any capability or deliverable not specifically stated in Bidder proposal.
- The Bidder may refer to attached materials but may not substitute such material for explicit response.
- Bidder will provide, in its proposal, a demonstration of its ability to provide and obtain technical support for its systems to keep them operating in such a manner to ensure compliance with all specifications of the contract. Bidder may demonstrate this by showing that staffs have skills and experience with IMS and COBOL; Adobe Live Cycle and WebFOCUS would be helpful as well.
- Bidder will provide, in its proposal, a resolution strategy and timeline for CSS complaint about its staff behavior or repeated error.

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

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

**D.5.2. Evaluation Process - Evaluation of Offer**

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

**D.5.3. Evaluation Process - Evaluation of Cost**

Cost comparisons are performed.

**D.5.4. Evaluation Process – Demonstrations**

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

**D.5.5. Best Value Evaluation of Product/Services**

**D.5.5.1. Selection**

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

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

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

## **E. INSTRUCTIONS TO OFFEROR**

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

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

### **E.2. Preparation of Offer**

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

### **E.3. Submission of Offer**

- E.3.1.** Completeness of offer(s): It is desirable that the offeror respond in a complete, but concise manner. It is the offeror's sole responsibility to submit information in the offer as requested by the solicitation. The offeror's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the offeror's offer.
- E.3.2.** Copies: Proposal should be paginated and 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 one (1) copies for a total of two (2) 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 and will not be considered confidential except as determined by the Oklahoma Chief Information Officer in his sole discretion.

### **E.6. Communications Concerning Solicitation**

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

### **E.7. Offeror Clarifications**

- E.7.1.** Offerors who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Contracting Officer listed herein. To be considered a request for review must be received no later than 3:00PM Central Time on May 06, 2014. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to 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/8300001097>

- 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 May 06, 2014 shall not be answered.

## E.9. Electronic Funds Transfer (EFT)

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

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

Yes \_\_\_\_\_ No \_\_\_\_\_ (check one)

## E.10. Deliverables

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

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

### E.10.1. Section One – Introduction

- 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.10.2. Section Two – Company past Performance and Experience

Past performance relates to the quality of the past experience. Past experience pertains to the types and amounts of work experience previously performed by a Bidder. Bidders shall submit a description of their last three (3) contracts (governmental or commercial) that were similar to this project in scope and size. Should bidder feel that the last three contracts are not as inclusive or demonstrative of company experience as possible, bidder is should submit additional materials. All provided references (mandatory minimum requirement of three) must include a contact name, address, phone number, fax number, and email address (if available) and should be verified for being current.

Bidder shall submit evidence to demonstrate how it can support the functions listed in Section C.3 (Objective) of the RFP.

Bidder shall submit evidence of its experience with large scale projects, child support automation projects, database design and conversion projects, and projects supporting migration from older technology to a newer technology.

The DHS hardware and software environments and specifications are shown in Attachment 1, incorporated by reference. Bidder should submit evidence of its experience in working in a similar environment to DHS.

### E.10.3. Section Three – Company Staffing and Personnel Experience

This pertains to the quantity and depth of experience for each staffing member in technical and business skill sets. Skill levels are measured by counting years working with the specified software or programming tools, but consideration for complexity of task, etc., is encouraged. Bidders are advised that DHS may exercise preference in the selection/scoring process for vendor personnel having prior experience working with Oklahoma CSS. Bidder shall submit within its proposal response Matrix of Skills and Expertise (Attachment 6) and Resumes for nine (9) personnel.

**E.10.4. Section Four – Company Financial Capacity**

Bidder must also document the financial capacity of the company and the ability to perform the contract without assistance from any other source. Submission of financial records which provide evidence of company stability and adequate resources to maintain contract performance is required. Bidder must have sufficient capital to operate for 60 days. For Financial Resource evaluation purposes, showing available cash on hand as a company resource may be viewed more favorably than outstanding lines of credit. Outstanding lines of credit may not be sufficient to meet the required standard of being able to operate for 60 days without assistance from any other source. 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 documentation requirement shall be satisfied by submitting a combination of the following:

**E.10.4.1.** Certified financial statement audit

**E.10.4.2.** Corporate tax return for the past three fiscal years.

**E.10.4.3.** Compilation report

**E.10.4.4.** Self-prepared financial statements covering the past three fiscal years (must include a balance sheet, income statement, and statement of cash flow).

**E.10.4.5.** Current bank statement:

Bidder must also provide detailed information regarding litigation, including both civil and criminal filings/petitions, in which it has been involved during the past five (5) years; this includes any Bankruptcy proceedings. Any evidence of Bankruptcy filing by the company or its management with the past five years whether obtained through submitted materials or other sources may result in a reduction in score or disqualification from consideration. Clarification or additional documents may be requested.

**E.10.5. Section Five – Response to Requirements**

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

Bidders shall provide a detailed plan for contract performance. Information must include, at a minimum, the methodology for achieving the objectives described in this RFP and a detailed Work Plan describing how the tasks described in the Scope of Work will be accomplished. Bidder may wish, in addition to setting out the usual business operations of its company, to specifically tailor solutions within its proposal to the requirements of CSS as a public entity. The evaluation team will be instructed to carefully scrutinize all materials submitted for compliance with the RFP requirements. It is important that a Contractor who works with CSS data is detail oriented and able to specifically follow written instructions. Any lack of adherence to the RFP guidelines for submission may result in a decrease in score, depending on the severity of the omission or error.

**E.10.6. Section Six – Offeror Agreements**

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.10.7. Pricing**

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

Bidder shall propose a firm fixed unit price to be invoiced and paid monthly, which shall constitute the entire compensation for the services and any costs or requirements associated with performing the services described in this RFP. Any software licensing, maintenance, or service agreements the Bidder requires, should they be the successful Bidder, not submitted with Bidder's offer shall not be considered after contract award.

Bidder shall enter the hourly rate for each level of compensated staff being requested. The hourly rate shall constitute the entire compensation due the successful Bidder for the services described in this RFP, regardless of the work difficulty, materials or equipment required, and will include all applicable taxes, fees, overhead, profits, and all other direct and indirect costs incurred or to be incurred by Bidder, including management and supervisory costs. The average of the hourly rates will be used to calculate the Price component of the Evaluation Criteria.

**Bidder shall submit rates for contract years one (1) through seven (7).**

**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. CHECKLIST**

None

**G. ATTACHMENTS**

- ISD Hardware and Software Technical Environment, Attachment 1
- Non-Employee Acknowledgement of Confidentiality, Attachment 2
- MID-1-A Logon Authorization Request for Non-DHS Employees, Attachment 3
- Agreement to Safeguard Federal Tax Information, Attachment 4
- Authority Matrix, Attachment 5
- Matrix of Skills and Expertise, Attachment 6

**H. PRICE AND COST**

Bidder shall enter the hourly rate for each level of compensated staff being requested. The hourly rate shall constitute the entire compensation due the successful Bidder for the services described in this RFP, regardless of the work difficulty, materials or equipment required, and will include all applicable taxes, fees, overhead, profits, and all other direct and indirect costs incurred or to be incurred by Bidder, including management and supervisory costs. The average of the hourly rates will be used to calculate the Price component of the Evaluation Criteria.

**Note that the RFP specifies that CSS will be providing computer equipment for bidder’s personnel.**

**Bidder shall submit rates for contract years one (1) through seven (7).**

	Hourly Rate						
Staff Title	YR1	YR2	YR3	YE4	YR5	YR6	YR7
Business Analyst							
Technical Analyst							
Developer							
PC Application Analyst and Developer							



**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 Permit<sup>1</sup>:**

YES – Permit #: \_\_\_\_\_

NO - Exempt pursuant to Oklahoma Laws or Rules

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

YES – Filing Number: \_\_\_\_\_

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

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

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

YES – include a certificate of insurance with the bid

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

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Title

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

<sup>2</sup> For frequently asked questions concerning Workers' Compensation Insurance, see [http://www.ok.gov/oid/Consumers/Workers'\\_Compensation/index.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation/index.html)



The following VPAT provides a sample format used to evaluate IT Standards applicable to Information, Documentation and Support established in Section 4.7 of the official IT Standards. These standards address access to all information, documentation and support provided to end users (e.g., state employees) for covered technologies. This includes user guides, installation guides for end-user installable devices, customer support and technical support communications. Such information must be available in alternate formats upon request at no additional charge. Alternate formats or methods of communication, can include Braille, cassette recordings, large print, electronic text, Internet postings, TTY access and captioning and audio description for video materials.

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: \_\_\_\_\_

<b>Information, Documentation and Support - IT Standards Section 4.7 Voluntary Product Accessibility Template</b>
<b>Criteria:</b> (a) Product support documentation provided to end-users shall be made available in alternate formats upon request, at no additional charge.
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>

<b>Criteria:</b> (b) End-users shall have access to a description of the accessibility and compatibility features of products in alternate formats or alternate methods upon request, at no additional charge.
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>

<b>Criteria:</b> (c) Support services for products shall accommodate the communication needs of end-users with disabilities.
<b>Supporting Features:</b>
<b>Remarks and explanations:</b>