State of Oklahoma
Office of Management and Enterprise Services
ISD Procurement

Solicitation

1. Solicitation: #8300001098 **2. Solicitation Issue Date: Nov. 18, 2014**

3. Brief Description of Requirement:

The Office of Management and Enterprise Services/ISD Procurement (OMES), on behalf of the Oklahoma Department of Human Services (OKDHS) is soliciting offers from suppliers to procure the services of an organization to provide a commercial off-the-shelf (COTS), web-based information system solution in support of 1915(c) Home and Community-Based Service (HCBS) Waiver programs and complying with all federal and state rules, regulations, laws, statutes, polices and/or procedures including those applicable to specific Centers for Medicaid and Medicare Services (CMS) approved 1915(c) HCBS Waivers.

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

4. Response Due Date: Jan. 22, 2014 **Time: 3 p.m. CST**

5. Issued By and Return Sealed Bid To:

Attention: Reception/Front Desk
Office of Management & Enterprise Services
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105

6. Contracting Officer:
Name: Hurtisine Franklin
Phone: (405) 521-6419
Email: Hurtisine.Franklin@omes.ok.gov

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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. Definitions

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

A.1.1. "Acquisition" means items, products, materials, supplies, services and equipment a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;

A.1.2. "Addendum" means a written modification to a contract.

A.1.3. "Alteration" means a modification an Bidder makes to a solicitation response prior to the response due date.

A.1.4. "Alternate or alternative offer" means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.

A.1.5. "Amendment" means a written change, addition, correction, or revision to a solicitation made by the state agency responsible for making the acquisition.

A.1.6. "Bid" means an offer in the form of a bid, proposal or quote an Bidder submits in response to a solicitation;

A.1.7 "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier" , "vendor", or "Bidder" responding to a solicitation.

A.1.8. "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute;

A.1.9 "COTS" means Commercial off the Shelf.

A.1.10. "Contract" means the final agreement under which the services and/or products shall be governed.

A.1.11. "Contractor" means the Business Entity with whom the State enters into this contract.

A.1.12. "Close of business" means 5:00PM Central Time.

A.1.13. "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;

A.1.14 "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;

A.1.15. Minor Deficiency or "minor informality" means an immaterial defect in a response or variation in a bid from the exact requirements of a solicitation that may be correct or waived without prejudice to other Bidders. A minor deficiency or informality does not affect the price, quantity, quality, delivery, or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.

A.1.16. "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;

A.1.17. "Bidder" shall be synonymous with "vendor", "bidder", or other similar term;

A.1.18. "OMES" means the Office of Management and Enterprise Services for the State of Oklahoma.

A.1.20. "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 Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the State government, whether elected or appointed, excluding only political subdivisions of the State.

A.1.24. "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 Bidder to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

A.1.26. "Utilities" means Vendor's reusable or pre-existing proprietary intellectual property that forms the basis for a customized or developed software deliverable for the State and which is specifically identified as such by the Vendor in writing prior to execution of this Contract

A.2. Offer Submission

A.2.1. Submitted offers shall be in strict conformity with the instructions to Bidder, and shall be submitted with a completed "Responding Bidder Information" OMES Form 076OSF, and any other forms completed as required by the solicitation.

A.2.2. Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

A.2.3. The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OSF Form 004ISD, must be made out in the name of the Bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.

A.2.4. All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive.

A.2.5. All offers submitted shall be consistent with the Oklahoma Central Purchasing Act, the Central Purchasing Rules, and subject to the Information Services Act and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein, all of which are made part of this solicitation.

A.2.6. By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.

A.2.7. If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit a proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

A.2.8. Bidder should note that this solicitation reflects those changes in the existing operation to increase efficiencies and streamline business environment in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance on this exclusive solicitation.

A.3. Solicitation Amendments

A.3.1. If an "Amendment of Solicitation", OMES Form 011OSF (or other format as provided), is issued, then the Bidder shall acknowledge receipt of any/all amendment(s) to solicitations by signing and returning the solicitation amendment(s). Amendment acknowledgement(s) may be submitted with the offer or may be forwarded separately. If forwarded separately, amendment acknowledgement(s) must contain the solicitation number and response due date and time on the front of the envelope. The State must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the offer to be deemed responsive. Failure to acknowledge solicitation amendments may be grounds for rejection.

A.3.2. .No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the solicitation. All amendments to the solicitation shall be made in writing by the State.

A.3.3. It is the contractor's responsibility to check the State's website frequently for any possible amendments that may be issued. The State is not responsible for the contractor's failure to download any amendment documents required to complete a solicitation.

A.4. Offer Change

If the Bidder needs to change an offer prior to the solicitation response due date, a new offer shall be submitted to the

State with the following statement "This offer supersedes the offer previously submitted" in a single envelope,

package, or container and shall be sealed. The name and address of the Bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME
MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER

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

By submitting an offer to this solicitation:

The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:

A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;

A.5.1.2. Have not within a three-year period preceding this solicitation been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and

A.5.1.4. Have not within a three-year period preceding this solicitation had one or more public (Federal, State or local) contracts terminated for cause or default.

A.5.2 Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its offer.

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

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

marked Proprietary.

A.7.3. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTAIL SHALL NOT BE CONSIDERED.3

A.8. Oklahoma Open Records Act

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

A.9. Late Offer

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

A.10. Legal Contract

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

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

A.10.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

A.10.4. All transactions related to this solicitation, and any contract resulting therefrom, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.11. Pricing

A.11.1. Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.

A.11.2 Bidders guarantee unit prices to be correct.

A.11.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in performance of the contract shall be included in the total bid price/contract amount.

A.11.4. All costs incurred by the Bidders for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the Bidders. The State of Oklahoma shall not reimburse any Bidder for any such costs.

A.12. Firm Fixed Price

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

A.13. Pricing Requirements

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

A.14. Manufacturers' Name and Approved 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. Bidder may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if offers are based on equivalent products, indicate on the offer form the manufacturer's name and number. Bidder shall submit sketches, descriptive literature, and/or complete specifications with their offer. Reference to literature submitted with a previous offer shall not satisfy this provision. The Bidder shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Offers that do not comply with these requirements are subject to rejection.

A.15. Rejection of Offer

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

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

A.16. Award of Contract

A.16.1 The State may award the contract to more than one Bidder by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.

A.16.2. Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.

A.16.3. In order to receive an award or payments from the State of Oklahoma, vendor must be registered. The vendor registration process can be completed electronically through the DCS website at the following link: https://www.ok.gov/dcs/vendors/index.php.

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. The right to examine and audit all records relevant to execution and performance of the contract. As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of this Contract.

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

resolved, or until the end of the seven (7) year retention period, whichever is later.

A.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 Oklahoma Taxpayer And Citizen Protection Act Of 2007

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

A.28. Compliance with Applicable Laws

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

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

A.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 (EITA)

Vendor shall comply with federal and state laws, rules and regulations related to information technology accessibility, as applicable, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at http://www.ok.gov/cio/documents/isd_itas.pdf and Vendor shall provide a Voluntary Product Accessibility Template ("VPAT") describing such compliance, which may be provided via a URL linking to the VPAT.

If the Products will require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Vendor. Such requirements may be stated in appropriate documents including but not limited to state bids, request for proposals, statements of work, riders, agreements, purchase orders and Amendments. Accordingly, in each statement of work or similar document issued pursuant to this Contract, Vendor shall describe such compliance and identify, if and as applicable, (i) which exception to the Standards applies or (ii) a description of the tasks and estimated cost to make the proposed products and/or services compliant with applicable Standards.

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

A.36. Patents and Copyrights

A.36.1. Without exception, the Products prices shall include all royalties or costs owed by the Vendor to any third party arising from the use of a patent or copyright.

A.36.2. If a third party claims that any portion of the Products provided by Vendor under the terms of this Contract infringes that party's patent or copyright, the Vendor shall defend the State against the claim at the Vendor's expense and pay all related costs, damages, and attorneys' fees incurred by, or assessed to, the State, provided the State (i) promptly notifies the Vendor in writing of the claim and (ii) to the extent authorized by the Attorney General of the State, allows the Vendor to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Vendor, Vendor shall be granted authorization to equally participate in any proceeding related to this section but Vendor shall remain responsible to indemnify the State for all

associated costs, damages and fees incurred by or assessed to the State.

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

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

A.37. Assignment

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

A.38. Severability

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

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

A.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

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

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

A.54. Publicity

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

A.55. Mandatory and Non-Mandatory Terms

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

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

A.56. Non Tobacco – Smoke Free

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

A.57. OMES/ISD / Agency Relationship

Pursuant to 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. 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.59. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Glossary of Terms

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

B.2. Contract Term, Renewal and Extension Option

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

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

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

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

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

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

B.3. Obligations of Permitted Subcontractor

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

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

B.4. Warrants

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

C. SOLICITATION REQUIREMENTS

C.1. Overview

The Office of Management and Enterprise Services (OMES)/ ISD Procurement on behalf of the Oklahoma Department of Human Services (OKDHS) is seeking procurement and implementation of a successfully implemented Web-accessible Medicaid (HCBS Waiver) Information Management - COTS solutions in support of 1915(c) home and community-based waiver programs and complying with all Federal and State rules, regulations, laws, statutes, polices and/or procedures including those applicable to specific CMS approved 1915(c) HCBS Waivers.

Service delivery is provided through a network of Service providers who are certified as Medicaid qualified by OKDHS/ASD and contracted with the OHCA. The AA manages the ADvantage home and community-based waiver with the assistance of contracted Case Management (CM) Service providers across the state. Approximately 800 CMs based in 70 CM agency offices across the state provide CM services to ADvantage members. The provision of ADvantage services are authorized by OKDHS through the approval of individualized service plans developed by the ADvantage member their CM and others on the service planning interdisciplinary team. The ADvantage program serves approximately 17,500 individuals daily and over 21,000 annually. The budget for this service is $1.3M.

For informational purposes please see Appendix X "" for Current Environment and Technical Expectations and Appendix Y for required Federal Conditions

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

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

C.2. Expectations

The solution should have the ability to:

a) The proposed solution should have the capability to adjust to changes that might occur in the future and if the system ever is outdated the capability to transfer the data easily to another system.

b) Data interchange and integrate with waiver program business partners including MMIS, ELDERS, Adult Protective Services, Oklahoma State Department of Health, IVRA, PS2, and FMS.

c) Document retention/retrieval (Imaging);

d) Transfer previous waiver program information to the new solution.

e) Meet all federal, state, and DHS regulations and requirements.

f) Provide all functionality of the previous WMIS.

g) Automate the following main functionalities of the waiver program:

1) Individual Service Plans

2) Service authorization

3) Billing and claims

4) Tracking of service utilization, client demographics and diagnoses

5) Waiver enrollment and tracking of enrollee status

6) Generate appropriate email notifications/alerts

7) Facilitate provider certification

8) Provide real time data for tracking and reporting on waiver services.

h) Allow users of the waiver system secure login to the WMIS.

i) Provide a mechanism for performing performance reviews on partners/providers of the waiver to include.

1) Provider Review Scheduling

2) Tracking Provider Performance assessment scoring

3) Sampling and method to store performance review reports

4) Tracking of corrective actions

5) Electronic alert notifications

6) Quality Assurance (QA) advisement tracking with follow up scheduling

The service should provide the following:

a) All necessary hardware, software, telecommunications and other components and information technology staff support to operate the WMIS.

b) Support and Maintain COTS WMIS for five (5) years after installation..
c) Provide data storage for the five (5) years.
d) Online training and on-line support for DHS staff on using the system.
e) Support to develop, test, and implement software updates and corrections for five (5) years.

OKDHS expects the service to achieve the following:

a) Efficiently and effectively support the administrative management of 1915(c) waiver program(s);

b) Automate administrative management business processes and tasks; and

c) Facilitate efficient data interchange and effective communication among waiver partners

D. EVALUATION

D.1. Evaluation and Award

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

D.2. 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
- VPAT - Note: Accessibility is required to be a part of the selection criteria

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

D.3. Selection Criteria

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

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

D.4. PROPOSAL REQUIREMENTS AND EVALUATION CRITERIA

Evaluation Criteria

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

Description	Value	Weight	Reference
RFP Cover Page and Checklist	**Pass / Fail**	**0%**	**Attachment A**
Project Cost	**Actual**	**30%**	**Attachment B**
Project Schedule	**Pass / Fail**	**0%**	**Attachment C**
Project Capability Plan	**1-10**	**15%**	**Attachment E**
Risk Plan	**1-10**	**15%**	**Attachment F**
Value Added Options	**1-10**	**5%**	**Attachment G**
Interviews	**1-10**	**30%**	**Section D (3 & 5)**

D.5. Description of Evaluation Criteria

1. **RFP Cover Page and** Checklist - Respondent will prepare and submit the RFP Cover Page and **Checklist (**See Attachment A)
2. **Proposal Form -** The Respondent will prepare and submit a Proposal Form. (See Attachment B)
3. **Project Cost** - The selected Respondent will perform the Work for a Contract Sum that shall be a fixed, lump sum that shall include all costs necessary to complete the Work in accordance with the Contract Documents, including Respondent's overhead and profit. The Respondent shall state its proposed Contract Sum as a fixed, lump sum in Attachment B.
4. **Project Schedule -** The Respondent will prepare and submit information regarding their proposed schedule for the Project. (See Attachment C)
5. **Project Capability (PC) Submittal** - The Project Capability Submittal (six page maximum) has three components; Project Capability Plan (two page max.), a Risk Assessment Plan (two page max.), and a Value added Plan (two page max.). (See Attachment D)

a) Purpose of PC Submittal

Assist the State in prioritizing Respondents submittals based on their ability to understand and deliver the Project.

Assist the Respondent in planning what they are going to do before they do it.

Provide high performing Respondents the opportunity to differentiate themselves from their competitors due to their experience and expertise by using verifiable performance metrics and previous best value results.

b) PC Submittal Format Requirements

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

c) Overview of the Project Capability Plan

The two pages, Project Capability Plan is to allow the Respondent to differentiate their capability to meet the requirements of this project by conveying successes with previous customers for projects of similar size and scope. Respondents should include high performance claims that can be verified by previous customers and proven with metrics. All cost and schedule impacts associated with technical capabilities listed below must be included in your base cost/schedule.

d) Overview of the Risk Assessment Plan

The Respondent should list and prioritize major risk items on this project that could cause the Respondent's "vision" or "plan" to deviate or not meet the expectations of the client (i.e. risks that the Respondent does not control). This includes sources, **causes,** or actions that are beyond the scope of the contract that may cause cost increases, delays, change orders, or dissatisfaction to the State. Do not include in this submittal any risks caused by a lack of the Respondent's technical competency. The risks should be described in simple and clear terms so that non-technical personnel can understand the risk. The Respondent must

also explain how they will mitigate, manage, and/or minimize or eliminate the risk from occurring. A mitigation / management plan solution with supporting documented performance (references, performance measurements of projects when the risk mitigation was used etc.) is required for a high rating from the selection committee. The backup performance information can include how many times the mitigation plan was previously used, and the impact on performance in terms of customer satisfaction.

e) Overview of the Value Added Section

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

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

a) Project Manager

b) Lead Designer

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

6.51. Past Performance Information

Respondents must prepare and submit a Reference List (Attachment H)**, Customer** Surveys (Attachment I), and Past Performance Information Scores (Attachment H) as outlined in the Past Performance Information Guide (Attachment G). Failure to obtain a PPI score for any of the critical team components may jeopardize your Proposal's competiveness. Once a respondent and their critical component have finished a best value project, the performance rating on the last project will replace their past performance information on the next project they propose on. The critical team components that will be analyzed in this Project include:

a) The Respondent (Prime Contractor)

b) The Respondent's Project Manager

c) The Respondents Lead Designer

The State will evaluate and score each Proposal. The Respondent selected for an award will be the on whose Proposal is responsive, responsible, and is the most advantageous to the State, as determined by the State in its sole discretion.

6.5.2. Dominance Check for Cost Reasonableness

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

- If the highest ranked Respondent is within the budget and is within [10%] of the next highest ranked Respondents cost, then the highest ranked Respondent is moved to the Clarification Phase;
- If the highest ranked Respondent is within the budget, but its cost is more than 10% greater than the second highest ranked Respondents cost, the State reserves the right to invite the second highest ranked Respondent to the Pre-Award Phase.

- If the highest ranked Respondent is over the budget, the State reserves the right to proceed to the highest ranked Respondent within the budget unless the State obtains additional funding.
- If all of the Respondents are over-budget, the State may obtain additional funds and apply the rules above, re-scope the Project, or cancel the Project.
- If the best value Respondent's cost is more than [10%] below the average Respondent's cost, the State reserves the right to proceed to the next prioritized best value Respondent.
- When the State is considering going to the next best value Respondent, the best value Respondent can stay in the process by having presented dominant performance metrics which justify their selection despite their higher or lower cost.

D.6. Clarification/Pre-Award Phase

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

D.7. CONTRACT FORM AND REQUIREMENTS

Form of Contract between the State and the Selected Respondent

D.7.1. The Contract between the selected Respondent and the State will be the original solicitation along the Respondent's submission, which is incorporated into this RFP (the "Contract"). By submitting a Proposal, Respondent acknowledges and agrees that it received, read, understands, and shall be bound by and comply with the Contract.

D.7.2. The Contract will incorporate by reference this RFP and any Attachments and any RFP modifications agreed to by State. The State may attach to the Contract as Supplementary Conditions Respondent's Proposal, selected provisions of Respondent's Proposal or modifications to Respondent's Proposal agreed to by State and Respondent.

D.8. Weekly Reporting System

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

D.9. Project Evaluation

Upon completion of the Project, the Respondent will be evaluated by the State based on their performance on the Project. This includes (but is not limited to): overall quality, ability to manage cost and schedule, high customer satisfaction, and submission of accurate weekly reports.

E. INSTRUCTIONS TO BIDDER

E.1. Introduction

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

E.2. Preparation of Offer

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

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

E.3. Submission of Offer

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

E.3.2. Copies: Proposal should be paginated and indexed in alpha order with reference to RFP sections. **Proposal must include an original hardcopy, and 9 (nine) duplicate copies for a total of 10 (ten) hardcopy documents.** The documents' front pages should indicate original or copy.

E.3..3 The Bidder should include a "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the Bidder's offer. **One original, plus 3 (three) copies for a total of 4 (four) electronic documents, one electronic version should be indicated as the original**.

E.4. Proprietary and/or Confidential

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

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

E.5. Oklahoma Open Records Act

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

E.6. Communications Concerning Solicitation

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

E.7. Bidder Clarifications

E.7.1. Bidders who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Contracting Officer listed herein. To be considered a request for review must be received no later than 3:00PM Central Time on **January 02 2015.** The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to 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

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

https://wiki.ok.gov/display/itprocurement/8300001098

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/itprocurement8300001098

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. Bidders are advised that any questions received after **January 08, 2015** shall not be answered.

E.9. Electronic Funds Transfer (EFT)

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

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

Yes _____ No _____ (check one)

E.10. Deliverables

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- Solicitation Response

a) Attachments A thru G

E.10.3 Section Three- EITA Compliance

Template (VPAT) that indicates compliance of all products offered with the provisions of Section 508 of the Rehabilitation Act Amendments included in the Workforce Investment Act of 1998. **Please complete the attached VPAT & Accessibility -OMES form 053 also attached is the VPAT Instructions Template.**

E.10.4. Section Four-Bidder Agreements

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

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

Attachment A – RFP Cover Page and Declaration

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

Request for Proposal	
RFP Name	

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

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

☐	**Attachment A**	**Complete and staple as cover page in your proposal (no binders)**
☐	**Attachment B**	**Fill in all required information on Cost Proposal Form**
☐	**Attachment C**	**Complete and submit Project Capability, Risk Assessment, and Value Added Checklist**
☐	**Attachment E**	**Complete and submit Project Capability Information**
☐	**Attachment F**	**Complete and submit Risk Assessment Information**
☐	**Attachment G**	**Complete and submit Value Added Information**
☐	**Attachment H**	**Review and Complete PPI Information, Reference List, & Surveys.**
☐	**Attachment H**	**Email a "Reference List" for each critical component**
☐	**Attachment H**	**Compile and submit surveys for each critical component**

Attachment B – Cost Proposal and Supplier Information

PROJECT COST PROPOSAL

Project Rate: _____

CRITICAL INDIVIDUAL COMPONENTS

Name of Supplier: _____

Name of Critical Individual 1: _____

Name of Critical Individual 2: _____

Name of Critical Individual 3: _____

Fixed Proposed Cost 1st year of Contract _____
(Add table rows as needed)

Optional renewal years	**Service Description** **i.e. Maintenance/support/training**	**Fixed Rate**
Optional Renewal- Year One		
Optional Renewal - Year Two		
Optional Renewal - Year Three		
Optional Renewal - Year Four		

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

☐ **Yes, Rates remain the same for all contract periods.**

Attachment C – Contract Schedule

CONTRACT DURATION

Contract Duration (Substantial): _____ (Calendar Days)

Note: The Contract Duration (Substantial) should include the total time from the anticipated authorization to proceed date to substantial completion. This must include time to obtain permits and long lead items.

Contract Duration (Total Time): _____ (Calendar Days)

Note: The Contract Duration (Total) should include the total time from the anticipated authorization to proceed date to final Contract payment. This must include warranties, complete punch list items, commissioning, and final payment, etc.

Respondent must also attach a draft project MILESTONE schedule that starts from the anticipated authorization to proceed date to final Contract payment.

When preparing the schedule, the Respondent should assume the following:

Note: Respondent MUST use the authorization to proceed date as the starting point of their Contract schedule. Respondent should not be doing any Project work, with the exception of any work related to the Pre-Award Phase, prior to this authorization to proceed date.

Attachment D
Project Capability, Risk Assessment, and Value Added Submittal Checklist and Format

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

Project Capability is 2 pages each
Risk Assessment is 2 pages each
Value Added is 2 pages each

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

Attachment E
Project Capability Plan

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

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

Project Capability Claim:	*We have a significant amount of experience in social media projects and consistently deliver high performance*
Documented Performance:	*We have completed 45 social media projects in the past two years with a 0.5% cost deviation and 2% schedule deviation. Overall customer satisfaction rating of 9.5 out of 10 for these 45 projects.*

Project Capability #1 Claim: _____

Documented Performance: . _____

Project Capability #2 Claim: _____

Documented Performance: _____

Project Capability #3 Claim: _____

Documented Performance: _____

Project Capability #4 Claim: _____

Documented Performance: _____

Project Capability #5 Claim: _____

Documented Performance: _____

Project Capability #6 Claim: _____

Documented Performance: _____

Project Capability #7 Claim: _____

Documented Performance: _____

Project Capability #8 Claim: _____

Documented Performance: _____

Attachment F
Risk Assessment Plan

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

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

Risk Description:	*Risk that is not identified by client professional, competing vendors, or expert vendor will be identified and solved within 3 days maximum (unless more time is justified and requested).*
Risk Impact / Why is this a Risk?	*Unforeseen circumstances/risks may cause a deviation to our planned baseline expectations.*
Solution:	*Once we are notified of a change, we will take the following action:* *1. Vendor shall immediately notify the State the same day as discovery of potential cost and time impact.* *2. Vendor shall find best possible options to minimize risk, with accompanying cost and time.* *3. Vendor will then present to State with justification as to why the best.*
Documented Performance:	*We use this approach as part of every project we complete. We have had to use the approach 15 times over the past 3 years. Our solution resulted in less than 1% change orders, and 100% of the clients on these 15 projects rated our performance 10 out of 10.*
Risk Description #1:	
Risk Impact / Why is this a Risk?	
Solution:	
Documented Performance:	
Risk Description #2:	
Risk Impact / Why is this a Risk?	
Solution:	
Documented Performance:	
Risk Description #3:	
Risk Impact / Why is this a Risk?	
Solution:	
Documented Performance:	

Attachment G
Value Added Plan

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

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

Item Claim: *This would be the place to offer service/package/optional remittance method (etc) not requested in the solicitation-insert description here*

How will this add value? *How would the item described above add value to the State's contract?*

Documented Performance: *State in general terms where offered and the results*

Cost Impact (%): *What is cost or hourly rate?* ***Schedule Impact (%):*** *What is the unit of measure for the cost?*

Item #1 Claim: _____

How will this add value? _____

Documented Performance: _____

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

Item #2 Claim: _____

How will this add value? _____

Documented Performance: _____

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

Item #3 Claim: _____

How will this add value? _____

Documented Performance: _____

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

Item #4 Claim: _____

How will this add value? _____

Documented Performance: _____

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

Item #5 Claim: _____

How will this add value? _____

Documented Performance: _____

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

Attachment I

Clarification / Pre-Award Phase Guide

1. Overview

a. The clarification/Pre-Award Period is not a negotiation period. Respondent will not be permitted to modify their cost/fee/financial rate, project durations, or project team unless the State requests changes. The Clarification/Pre-Award Period is started by the notification of the best value vendor, and ended by the final presentation to the State after all issues have been addressed. If the State is not satisfied during the Clarification/Pre-Award Phase, or upon completion of the Pre-Award Meeting, the State may consider another Respondent for potential award (this Respondent would also have to conduct a Pre-Award Meeting). If the State is satisfied with the potential best-value Respondent, they will proceed to issue and Award and Contract.

b. The Pre-Award Phase is carried out prior to the signing of the contract. The State's objective is to have the project/service completed on time, without any contractor cost increases, and with high customer satisfaction. At the end of the project, the State will evaluate the performance of the Respondent based on these factors, so it is very important that the Respondent preplans the project to ensure there are no surprises.

c. It is the Respondent's responsibility to ensure it understands the scope of the project and clearly identify what they are delivering. It is the State's responsibility to ensure that it conveys any potential concerns and issues before the contract is signed. It is the Respondent's responsibility to manage and mitigate the risk of the project.

d. The Pre-Award Phase provides the Respondent with a final opportunity to identify "what is in" and "what is out" of their proposal. This is attached with a milestone schedule and a cost, and proposed schedule of values. The State has the right to accept or deny this proposal. The State also has a right identify their perceived risks, concerns, and issues which it will require the Respondent to mitigate and manage. The major products of the Pre-Award Period include the scope of the project, the milestone schedule, the Risk Management Plan (RMP), the cost breakout of the project, and the weekly risk report (WRR). The pre-planning should include all coordination and identification of all risks that cannot be controlled by the Respondent.

e. In many cases, one of the Respondent's biggest risks (in terms of delivering the service with high satisfaction) is the State. Therefore, it is in the Respondent's best interest to identify any issues or concerns ahead of time during the pre-award phase. The Respondent should minimize their risk by creating documentation that assists them to be proactive in mitigating risk.

Attachment I
Clarification / Pre-Award Phase Guide

2. Pre-Planning and Coordination

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

b. Once the best value Respondent is notified, the State may provide a list of risks identified by the other Respondents and a list of any State issues or concerns.

c. The State requires that the Respondent attend a Kick-Off Meeting to present their proposal, the milestone schedule, their risk management plan (RMP), and to seek additional issues or concerns that the State may have. It is also an opportunity to meet all participants who may be a stakeholder in the project. The Respondent is required to perform the following functions as part of, or in preparation for, this Kick-Off Meeting:

   i. Ensure that the State Project Manager has invited all State stakeholders and participants to the meeting.

   ii. Present the scope of their services ("what is in" and "what is out").

   iii. Present their milestone schedule and their risk management plan (RMP). This includes risks and potential mitigation to the risks.

   iv. Identify State responsibilities.

   v. Present their Weekly Risk Report (WRR) format.

   vi. Identify any risks presented by State.

   vii. Listen to concerns, issues, and comments from stakeholders.

   viii. Propose a schedule to finalize Pre-Award Period and the contract documents.

d. Once the Pre-Award Kick-Off meeting is held, and if the State is comfortable with the Respondent's proposal, the Pre-Award Phase begins. The Respondent will be required to complete the following:

   i. Revisit the site/buildings/campus to do any additional investigating (if applicable).
   ii. Coordinate with all parties that will be involved with the project.
   iii. Resolve concerns and issues they have with mitigating actions.
   iv. Finalize the Pre-Award Documents (contract, WRR, Milestone schedule, RMP, project scope

3. Pre-Award Documents

The final Pre-Award Document will include the following:

a. Finalized scope documents
b. Risk Management Plan (RMP)
c. Milestone schedule
d. Weekly Risk Report form (WWR)
e. Project financial summary
   i. The Respondents Original Project Rates
   ii. A list of agreed/accepted Value Added Options (with impact to cost)
   iii. A list of agreed upon Scope Changes or Additional Work (if applicable and with impact to cost)
   iv. A schedule of values
f. Complete detailed project or services schedule
g. Project action item checklist of State actions
h. Project and emergency contact list

4. Pre-Award Meeting

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

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

Attachment J
Weekly Risk Report (WWR)

Overview

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

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

Submission

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

The completed report must be saved using the date and name of the Project given by the State (Format: YY MM DD_ Project Name_ Project ID; For example, 'Polk Project' for the week ending Friday, March 1, 2005, should be labeled '050301_Polk Project_01-123-45-6789'). Weekly Reports are to be emailed (by midnight each Friday). Awarded supplier will be notified after award of the contact person to email these reports to.

Online Guide and Tutorial

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

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

Prior to submitting the report, the Respondent must contact the State Project Manager if there are any risks or potential risks identified. The Project Manager is required to provide a satisfaction rating based on the identified risk and the Respondents plan to mitigate the risk. The rating is based on a scale of 1-10 (10 being completely satisfied and 1 being completely

dissatisfied). The Project Manager may modify their satisfaction ratings at any time throughout the Project. When a risk is resolved, the actual date of resolution must be listed.

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

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

Please the following link to access The Online Guide and Tutorial:

http://pbsrg.com/education/videos/

1. Expectations;

The expectation of this project is to procure the services of an organization to configure an existing enterprise web-accessible system to support the OKDHS/ASD waiver programs. The desired system would have functionality to improve the efficiency of waiver administrative operations and, to the degree feasible, automate individual service plans, service authorization, billing and claims, tracking of service utilization, client demographics and diagnoses, and improve management of eligibility files, generate appropriate email notifications/alerts, facilitate provider certification, and to provide real time data for tracking and reporting on home and community-based waiver services.

The new solution is expected to alleviate the current issues, as well as handle new requirements due to legislative changes and waiver changes. The new system must have additional functionality and flexibility to handle DHS Aging Service Division business in an evolving environment.

2. Current System Environment;

The ADvantage Program is supported by a Waiver Information Management System (WMIS) that records and tracks demographic, service plan and other information for all ADvantage waiver members. In addition, WMIS maintains information on each service and contracted Service provider which allows the system to generate a Medicaid Management Information System (MMIS) service authorization with Service provider and participant specific information necessary to the provision of services. The system interfaces with third party systems such as MMIS, CD-PASS Fiscal Agent provider system and Electronic Visit Verification (EVV) provider system via FTP. Communications with providers, including CM agencies is primarily via fax. Limited secure e-mail communication is available through OKDHS systems. WMIS has some basic reporting capabilities; however, most reports are generated as needed by AAU IT staff. There is currently no functional interface with the ELDERS eligibility data system.

The Waiver Management Information System (WMIS) utilizes a client/server structure with FoxPro data entry front-end screens and a SQL Server 2005 database backend. Input screens are coded in Visual FoxPro7 and FoxPro 6. An associated database which requires integration into WMIS system referred to as NEXUS and utilizes a client/server structure with .NET front-end and SQL Server 2005 database backend.

A number of reports are currently .NET front-end and SQL Server database 2005 backend the expectations are for a fully integrated WMIS.

Important components of the WMIS support system (NEXUS, Provider Audit and ELDERS) are separate from WMIS and are expected to be functionally integrated with the WMIS main database system to support ADvantage administrative function. The WMIS is expected to integrate necessary Electronic Data Interchange (EDI) between WMIS and ELDERS. Finally, a Provider Audit tracking database (currently handled through Excel spreadsheets) needs to be developed and integrated into WMIS.

Communication with business partners is currently dependent upon faxing of documents out of WMIS. The faxing mode of communication the expectations are for secure web portal functionality that is integrated with WMIS for communication of HIPAA protected documents with providers. In addition, EDI and/or secure web portal interfaces are expected to exchange data with business contracted business partners. Currently documents are scanned, stored and retrieved through WMIS. The expectations are scanning, storage and retrieval of document functionality will be retained, upgraded and improved.

The expectations are for a web-based front-end and the latest SQL Server backend. Secure web portals integrated with WMIS for communication of HIPAA protected documents with providers is necessary. Capability for scheduled and/or manual secure file transfer (both file transmission and file download) with business partners is required. Support for efficient work-flow for all ADvantage waiver administrative functions is required.

3. AD*vantage* Audit

<u>Administrative Oversight of Provider Performance</u>

The new WMIS is expected to support the random sampling selection process and automate the Provider Performance Review process including scheduling, notices, forms, performance scoring and tracking of performance score improvement/decline, and plans of correction compliance.

4. Service plan development expectations;

Member Service Plan Development Process

The new WMIS is expected to maintain web based service plans accessible to the provider, OKDHS, OHCA and the member or their representative.

Qualified ADvantage Service Providers

The new WMIS would provide interoperability with the MMIS provider file to automate the contracting process, shortening the time for member to provider engagement.

Member Service Plan Review/Authorization of Services

The expectations are for an n agile system for maintaining service plans to meet the guidelines established. Also for new service line entries or for updated lines, the system is expected to interoperate with prior authorizations for each ADvantage service line that has been most recently SPA authorized. ADvantage provider claims are paid or denied based on the prior authorizations.

Electronic Visit Verification (EVV) of Service Delivery

The EVV system is expected to interoperate with the new WMIS for member and provider enrollment information and service authorizations.

Monitoring of Service Plans and Member Health and Welfare

The new web based WMIS is expected to allow real time case management and service plan updates during visits or telephonic monitoring.

Member Safeguards

In addition to Medicaid grievance/appeals process, the new WMIS is expected to support real time service/care management and service delivery feedback processes that additionally safeguard member health and welfare. The new WMIS is expected to track and monitor the status of complaints and issues so they are quickly resolved to ensure member safety.

Annual Reassessment of Member/Service Plan

The new WMIS is expected to provide the ability for real time updates to the assessment and alert providers of any change in acuity.

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

Responding Bidder Information

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

1. **RE: Solicitation #** _____

2. **Bidder General Information:**

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

Company Name: _____

3. **Bidder Contact Information:**

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. **Oklahoma Sales Tax Permit[1]:**

☐ YES – Permit #: _____

☐ NO - Exempt pursuant to Oklahoma Laws or Rules

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

☐ YES – Filing Number: _____

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

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

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

☐ YES – include a certificate of insurance with the bid

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

_____ _____
Authorized Signature Date

_____ _____
Printed Name Title

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

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

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

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

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

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

State of Oklahoma
Office of Management and Enterprise Services
Vendor Maintenance

Vendor/Payee Form

The State of Oklahoma requires the following information for all new vendors (payees) before any payments can be processed. This information is used to establish you in the State of Oklahoma PeopleSoft vendor file for payment and purchase activities.

- Use this form if adding or updating information for a State of Oklahoma Vendor Payee requiring a PeopleSoft Vendor Identification Number.
- Do not use this form for Vendors receiving garnishment payments. Please use OMES Form OSF_GARNVEND located at: **http://www.ok.gov/OSF/documents/osf_garnvend.pdf.**
- Do not use this form for State employee reimbursement vendor requests. Please use OMES Form Add/Changes for Employees/Board Members located at: **http://www.ok.gov/OSF/documents/ap_emp_vend.pdf.**
- *Vendors pending contract award to a solicitation released by the Central Purchasing Division or other Oklahoma state agency MUST register online with the state unless exempt per statute. Please refer to Central Purchasing Vendor Registration for additional information located at: **http://www.ok.gov/DCS/Central_Purchasing/Vendor_Registration/index.html.***

AGENCY SECTION (To be completed by State Agency Representative): **State Agency should E-mail completed and signed form to vendor.form@omes.ok.gov or Fax to (405) 522-3663.**

New Vendor ☐ **Registered: Yes** ☐ **No** ☐ **Exempt** ☐ **Explain:**

Change Address/Location ☐ **Address #** _ **Location #**

Change Name ☐ **Add New Address** ☐

Change Tax ID # ☐ **Other** ☐ **Explain:** _____

Agency Name _____

Contact Name _____ Phone #: _____ Email: _____

1099 Reportable Status

☐ **Add:**
☐ **Remove:**

Attention Paying Agency: Please check the ***Add*** box on the left if payments to this vendor/Payee are represented by Account Codes listed on page 3 of this form. If the vendor is incorrectly showing as 1099 Reportable, check the ***Remove*** box. The PeopleSoft system requires specific details regarding the type of transaction. Please check the box that applies to this vendor:

☐ **1 - Rents** ☐ **2 - Royalties** ☐ **3 - Prizes & Awards**
☐ **6 - Medical & Health Care** ☐ **7 - Non-Employee Compensation** ☐ **10 – Crop Insurance Proceeds**
☐ **14 – Gross Proceeds to an Attorney**

PeopleSoft (Oracle) 10-digit Vendor #: _____

VENDOR/PAYEE SECTION (To be completed by Vendor/Payee)
Please print legibly or type this information. Complete and email or fax to requesting State Agency

Name (IRS Legal Name for Business, Individual, or Government Entity) Phone # Fax #

Name (Doing Business As Name "DBA" if different than above) Phone # Fax #

Tax Identification Number (TIN) and Type: _____ ☐ Federal Employer ID (FEIN) ☐ Social Security Number (SSN)

Business Address: (To be used for 1099 Reporting)

(PO Box or Street, City, State, **9-Digit Zip Required**) **EFT Payment Notification E-mail**

EFT Payment Notification E-mail

Optional Addresses – select address type as applicable:

☐ Mailing ☐ Pricing ☐ Ordering ☐ Invoicing ☐ Remitting ☐ Returning

Phone # Fax #

(PO Box or Street, City, State, **9-Digit Zip Required**) E-mail Address

Contact Name & Title:

SUPPLEMENTAL INFORMATION – ALL VENDORS OR PAYEES

The information below is requested under U.S. Tax Laws. Failure to provide this information may prevent you from being able to do business with the State, or may result in the State having to deduct backup withholding amounts from its remittances to you.

U.S. Taxpayer Identification Number (TIN)

Federal Employer Identification Number (FEIN) _____ If none, but applied for, date applied _____

OR

U.S. Social Security Number (SSN) _____ If none, but applied for, date applied _____

Companies:

☐ Domestic (U.S.) Sole Proprietor ☐ Domestic (U.S.) Partnership ☐ Domestic (U.S.) Corporation Type: __ _____

☐ Domestic (U.S.) Other Explain: ___ _____

☐ Foreign (Non-U.S.) Sole Proprietor* ☐ Foreign (Non-U.S.) Partnership* ☐ Foreign (Non-U.S.) Corporation* Type: _ _____

☐ Foreign (Non-U.S.) Other* Explain: ____ _____

Individuals:

☐ Citizen (individual) of the United States ☐ Resident alien (individual) of the United States ☐ Non-resident alien (individual) **

* ***NOTE: FOR FOREIGN VENDORS, ADDITIONAL DOCUMENTATION IS REQUIRED***. Please submit the proper U.S. Internal Revenue Service (IRS) Form W-8, Certificate Of Foreign Status. Select Form below matching entity or individual description. Please refer to IRS for additional instructions (http://www.irs.gov/pub/irs-pdf/iw8.pdf).

- **Form W-8BEN**: *Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)*. http://www.irs.gov/pub/irs-pdf/fw8ben.pdf
- **Form W-8BEN-E**: *Certificate of Status of Beneficial Owner for United States Tax Withholding and Reporting (Entities)*. http://www.irs.gov/pub/irs-pdf/fw8bene.pdf
- **Form W-8ECI**: *Certificate of Foreign Person's Claim That Income Is Effectively Connected With the Conduct of a Trade or Business in the United States*. http://www.irs.gov/pub/irs-pdf/fw8eci.pdf
- **Form W-8EXP**: *Certificate of Foreign Government or Other Foreign Organization for United States Tax Withholding and Reporting*. http://www.irs.gov/pub/irs-pdf/fw8exp.pdf
- **Form W-8IMY**: *Certificate of Foreign Intermediary, Foreign Flow-Through Entity, or Certain U.S. Branches for United States Tax Withholding and Reporting*. http://www.irs.gov/pub/irs-pdf/fw8imy.pdf

This may exempt you from backup withholding. Form W-8 does not exempt you from the 30% (or lower percentage by treaty) non-resident withholding taxes. To claim this exemption, you must file IRS Form 8233 with us. For more information, refer to IRS Publication 519.

SIGNATURE - AND SUBSTITUTE IRS FORM W-9 CERTIFICATION

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

3. I am a U.S. citizen or other U.S. person (defined below), and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

_____ _____
Signature of Vendor Representative or Individual Payee Date

_____
Title of individual signing form for company

_____
Vendor/Payee (Same as Company Name from Page 1)

Account Codes for 1099 Reporting - By Category *(TO BE COMPLETED BY AGENCY REPRESENTATIVE)*

☐ **1 - RENTS**

532110 Rent of Office Space
532120 Rent of Land
532130 Rent of Other Building Space
532140 Rent of Equipment and Machinery
532150 Rent of Telecommunications Equip
532160 Rent of Electronic Data Processing Equipment
532170 Rent of Electronic Data Processing Software
532190 Other Rents

☐ **2 - ROYALTIES**

553170 Royalties

☐ **3 - PRIZES AND AWARDS**

552140 Incentive Awards – Monetary & Material
552160 Incentive Payments – Oklahoma Horse Breeders & Owners
552170 Incentive Payments – Oklahoma Film Enhancement Rebate
553220 Indemnities, Restitution & Settlements

☐ **6 - MEDICAL & HEALTH CARE PAYMENTS**

515530 Veterinary Services
515700 Offices of Physicians (except Mental Health Specialists)
515710 Offices of Physicians, Mental Health Specialists
515720 Offices of Dentists
515730 Offices of Chiropractors
515740 Offices of Optometrists
515750 Offices of Mental Health Practitioners (except Physicians)
515760 Offices of Physical, Occupational & Speech Therapists, & Audiologists
515770 Offices of Podiatrists
515780 Offices of all other Miscellaneous Health Practitioners
515790 Family Planning Centers
515800 Outpatient Mental Health & Substance Abuse Centers
515810 Other Outpatient Care Centers
515820 Medical and Diagnostic Laboratories
515830 Home Health Care Services
515840 Ambulance Services
515850 All other Ambulatory Health Care Services
515860 General Medical & Surgical Hospitals
515870 Psychiatric & Substance Abuse Hospitals
515880 Specialty Hospitals (except Psychiatric & Substance Abuse)
515890 Nursing Care Facilities
515900 Residential Mental Retardation Facilities
515910 Residential Mental Health & Substance Abuse Facilities
515920 Community Care Facilities for the Elderly
515930 Other Residential Care Facilities
537210 Laboratory Services & Supplies
551230 Medical Services to Indigent (from agencies other than DHS)
551240 Hospital Services to Indigents (from agencies other than DHS)
551250 Other Health Services to Indigents (from agencies other than DHS)

☐ **7 - NON-EMPLOYEE COMPENSATION**

515010 Office of Lawyers
515020 Offices of Notaries
515030 Other Legal Services
515060 Accounting, Tax Preparation, Bookkeeping & Payroll Services
515210 Payments for Contract Mentor Services
515220 Architectural Services
515230 Landscape Architectural Services
515240 Engineering Services
515250 Drafting Services
515260 Building Inspection Services
515270 Geophysical Surveying & Mapping Services
515280 Surveying and Mapping (except geophysical) Services
515290 Testing Laboratories
515300 Interior Design Services
515310 Industrial Design Services
515320 Graphic Design Services
515330 Other Specialized Design Services
515350 Custom Computer Programming Services
515360 Computer Systems Design Services
515370 Computer Facilities Management Services
515380 Other Computer Related Services
515400 Administrative Management & General Management Consult Services
515410 Human Resources & Executive Search Consulting Services
515420 Marketing Consulting Services
515430 Process, Physical Distribution, & Logistics Consulting Services
515440 Other Management Consulting Services
515450 Environmental Consulting Services
515460 Other Scientific & Technical Consulting Services
515470 Research & Development in the Physical, Engineering, & Life Sciences
515480 Research & Development in the Social Sciences & Humanities
515490 Advertising and Related Services
515500 Marketing Research & Public Opinion Polling
515510 Photographic Services
515520 Translation & Interpretation Services
515540 All other Professional, Scientific and Technical Services
515550 Management of Companies & Enterprises
515560 Office Administrative Services
515570 Employment Placement Services
515580 Business Support Services
515590 Document Preparation Services
515600 Telephone Call Centers
515610 Business Service Centers
515620 Collection Agencies
515630 Credit Bureaus
515640 Other Business Support Services
515650 Investigation & Security Services
515660 Educational Services
515940 Individual & Family Services
515950 Community Food, Housing & Emergency & Other Relief Services
515960 Vocational Rehabilitation Services
515970 Child Day Care Services
515980 Arts, Entertainment and Recreation
515990 Other Services (except Public Administration)
517110 Moving Expense – Employee Transfer
531150 Printing and Binding Contract
531160 Advertising
531170 Informational Services
531190 Exhibitions, Shows and Special Events
531220 Burial Charges
531330 Jury and Witness Fees
531500 Moving Expenses – General
533100 Maintenance & Repair – Other Items
533110 Maintenance & Repair of Buildings & Grounds (outside vendors)
533120 Maintenance & Repair- Equipment (outside vendors)
533130 Maintenance & Repair of Telephone Equipment (outside vendors)
533140 Maintenance & Repair of Data Processing Equipment (outside vendors)
533150 Maintenance & Repair of Data Processing Software (outside vendors)
533190 Maintenance & Repair – Employee Uniforms
545110 Land Improvements
546210 Buildings and Other Structures –Construction and Renovation
546220 Major Maintenance and Repair of Equipment
547110 Highway and Bridge Construction Expense-Contractual
547120 Maintenance and Repairs to Highways and Bridges
547210 Major Maintenance and Renovation –Bridges
552100 Stipends – Other
552120 Teacher Stipends (“Incentive” payments
552130 Oklahoma Police Corps Stipends
553160 Legal Settlements Reportable to the IRS
554190 Voter Registration Services
561140 Pollution Remediation

☐ **14 - GROSS PROCEEDS TO AN ATTORNEY**

553180 Settlements – Paid To/Thru Attorney

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

Voluntary Product Accessibility Template Instructions

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

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

Oklahoma EITA Procurement Clause:

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

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

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

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

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

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

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

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

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

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

Remarks & Explanations (third section on VPAT)

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

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

State of Oklahoma
Office of Management and
Enterprise Services

Web-Based Internet Information and Applications VPAT

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

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

Product Name/Description: _____

Date VPAT Completed: _____

Supplier Name: _____

Name of Person Completing Form: _____

Telephone Number: _____

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

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

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

Criteria: (o) A method shall be provided that permits users to skip repetitive navigation links.
Supporting Features:
Remarks and explanations:

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

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

Criteria: (r) Identify the primary natural language of the document.
Supporting Features:
Remarks and explanations:

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