



1. Solicitation#: ITSW004 – Connect Oklahoma

2. Solicitation Issue Date: 11/01/2011

3. Brief Description of Requirement:

The State of Oklahoma has initiated a program aimed at improving and enhancing its current public safety broadband communications capability. The program will take a multi-agency approach to unified interoperable communications across the State of Oklahoma to include cost effective broadband communication services to first responders and public safety agencies, as well as other government agencies such as public works, transportation agencies and other critical infrastructure agencies. The delivered services will be known as:

**Connect Oklahoma**  
An Integrated Communication Approach  
Providing Communications to First Responders  
Serving All of Oklahoma

4. Response Due Date: 12/01/2011

Time: 3:00 PM CST/CDT

5. Issued By and Return Sealed Bid To:

Office of State Finance  
3115 N. Lincoln Blvd.  
Oklahoma City, OK 73105

6. Contracting Officer:

Name: Gary Rowland

Phone: (405) 521-4898

Email: gary.rowland@osf.ok.gov



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**State of Oklahoma  
Office of State Finance  
Information Services Division**

**Solicitation**

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## **A. GENERAL PROVISIONS**

The following provisions shall apply where applicable to the solicitation.

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

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

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Addendum" means a written modification to a contract.
- A.1.3.** "Alteration" means a modification an offeror makes to a solicitation response prior to the response due date.
- A.1.4.** "Alternate or alternative offer" means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.
- A.1.5.** "Amendment" means a written change, addition, correction, or revision to a solicitation made by the state agency responsible for making the acquisition.
- A.1.6.** "Bid" means an offer in the form of a bid, proposal or quote an offeror submits in response to a solicitation;
- A.1.7.** "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier", "vendor", or "offeror" responding to a solicitation.
- A.1.8.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute;
- A.1.9.** "COTS" means Commercial off the Shelf.
- A.1.10.** "Contract" means the final agreement under which the services and/or products shall be governed.
- A.1.11.** "Contractor" means the Business Entity with whom the State enters into this contract.
- A.1.12.** "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.13.** "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.14.** "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.15.** "Offeror" shall be synonymous with "vendor", "bidder", or other similar term;
- A.1.16.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.17.** "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.1.18.** "Standard" as used herein, a Standard is a written definition, limit, or rule, approved and monitored for compliance by OSF as a minimum acceptable benchmark.
- A.1.19.** "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 State Finance.
- A.1.20.** "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.1.21.** "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.1.22.** "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for an offeror to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

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

- A.2.1.** Submitted offers shall be in strict conformity with the instructions to offeror, and shall be submitted with a completed "Responding Bidder Information" DCS-FORM-CP-076, and any other forms completed as required by the solicitation.

- A.2.2.** Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004, must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive.
- A.2.5.** All offers submitted shall be subject to the Oklahoma Central Purchasing Act, the Central Purchasing Rules, 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 an 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.3. Solicitation Amendments**

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

**A.4. Offer Change**

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

**A.5. Certification Regarding Debarment, Suspension, And Other Responsibility Matters**

By submitting an offer to this solicitation:

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

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

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

**A.6. Offer Public Opening**

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

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

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information an offeror submits as part of or in connection with an offer are public records and subject to disclosure. Offerors claiming any portion of their offer as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. §85.10.

**A.8. 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.9. Legal Contract**

**A.9.1.** Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.

**A.9.2.** 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.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

**A.10. Pricing**

**A.10.1.** Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.

**A.10.2.** Offerors guarantee unit prices to be correct.

**A.10.3.** 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.10.4.** All costs incurred by the offerors for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the offerors. The State of Oklahoma shall not reimburse any offeror for any such costs.

**A.11. Manufacturers' Name And Approved Equivalents**

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

**A.12. Clarification of Solicitation**

Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.

**A.13. Rejection of Offer**

The State reserves the right to reject any offers that do not comply with the requirements and specifications of the solicitation. An offer may be rejected when the offeror imposes terms or conditions that would modify requirements of the solicitation or limit the offeror's liability to the State. Other possible reasons for rejection of offers are listed in OAC 580:16-7-32(h).

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.14. Award of Contract**

- A.14.1.** The State may award the contract to more than one offeror by awarding the contract(s) by item or groups of items, or may award the contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** 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.14.4.** 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.15. Contract Modification**

- A.15.1.** 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.15.2.** 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 State Finance 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.16. Delivery, Inspection and Acceptance**

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Contractor(s) shall be required to deliver products and services as offered on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

**A.17. Invoicing and Payment**

- A.17.1.** Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.
- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

**A.18. Tax Exemption**

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

**A.19. Audit and Records Clause**

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.
- A.19.2.** 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.20. Non-Appropriation Clause**

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

## **A.21. Choice of Law**

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

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

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

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

- A.23.1.** The contractor may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the contractor.
- A.23.2.** The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.
- A.23.3.** If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

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

- A.24.1.** The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.
- A.24.2.** If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

## **A.25. Insurance**

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

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

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

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

## **A.27. Compliance With The Oklahoma Taxpayer And Citizen Protection Act Of 2007**

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

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

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

### **A.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. No other licenses or rights (including licenses or rights under patents) are granted.
- A.31.4.** Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

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

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

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

- A.33.1.** Pursuant to Title 62 O. S. §34.12.(C). "The Office of State Finance and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or Federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of State assets."

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

- A.33.2.** The contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.
- A.33.3.** The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the State's CIO, the State Agency Director, or in compliance with a valid court order.

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

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

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

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

EIT Standards may be found at [www.ok.gov/DCS/Central\\_Purchasing/index.html](http://www.ok.gov/DCS/Central_Purchasing/index.html) or [http://www.ok.gov/OSF/documents/isd\\_itas.doc](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 shall be necessary on the contractor's part. Such requirements shall be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

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.

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

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

**A.36.1.** If a third party claims that a product the contractor provides to an Procuring Agency infringes that party's patent or copyright, the contractor shall defend the State against that claim at contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided the State: (i) promptly notifies the contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows the contractor to control, and cooperates with the contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize the contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

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

**A.36.2.** Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a product; (ii) modification of a product by any party other than contractor, contractor's representative or contractor's sub-contractor, or any State employee acting at the contractor's direction, or a program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a product with other products not provided by contractor as a system, or the combination, operation or use of a product with any product, data, or apparatus that contractor did not provide; or (iv) infringement by a non-contractor product alone, as opposed to its combination with products contractor provides to the State as a system.

### **A.37. Federal Terms and Conditions**

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

#### **A.37.1. Equal Opportunity and Discrimination**

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

#### **A.37.2. Lobbying**

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

#### **A.37.3. Drug-Free Workplace**

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

#### **A.37.4. Environmental Protection**

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

#### **A.38. Assignment**

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

#### **A.39. 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.40. Failure to Enforce**

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

#### **A.41. Licensed Software**

**A.41.1.** Under no circumstances shall the contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.

**A.41.2.** All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the contractor in performance of this contract is the responsibility of the contractor.

#### **A.42. Contract**

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

#### **A.43. Conflict of Interest**

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

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

#### **A.44. 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.45. Media Ownership (Disk Drive and/or Memory Chip Ownership)**

**A.45.1.** In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of State Finance's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.

**A.45.2.** Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract shall remain the property of the State of Oklahoma; therefore, 'Keep Your Hard Drive' costs must be included in the offeror's proposed cost.

**A.45.3.** Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected offeror's may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs,

there shall be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

**A.45.4.** The State of Oklahoma IT Security Policies may be found at:

**A.45.5.** <http://www.ok.gov/OSF/documents/InfoSecPPG.pdf>

**A.46. Offshore Services**

No offshore services are provided for under the resulting contract.

**A.47. Failure To Provide**

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

**A.48. 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.49. Compliance With Technology Policies**

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

[www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG\\_osf\\_12012008.pdf](http://www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf)

**A.50. 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.51. Ownership Rights**

- a) 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.
- b) 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.52. Right of Use**

- a) The State has the right to use or not use the software, not including any utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, contractor shall bear no liability for any changes the State makes to such software.
- b) In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion. With respect to any Utilities, the State shall have the right to perpetual, internal use of the Utilities included in the deliverable.
- c) Contractor shall assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor shall sign any such applications, upon request, and deliver them to the State. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

**A.53. Source Code Escrow – Reference Title 62 O.S. § 34.31**

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

**A.53.1.** The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

- a) A bona fide material default of the obligations of the contractor under the agreement with the agency;

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

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

**A.53.2.** As used in this section:

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

**A.54.** Proposal Clarification Questions

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

**A.55.** Performance and Upgrades

Offeror shall provide documentation of the projected schedule of recommended or required system upgrades to this system or any software provided to service this system for the three (3) year period following the target purchase date. If offeror does not plan recommended or projected system upgrades, the offeror shall provide documentation in the offer that the offeror plans no system upgrades to the high technology system for the three (3) year period following the target purchase date (Title 74 § 85.7c).

**A.56.** Right to Renegotiate

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

**A.57.** Publicity

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

**A.58.** Mandatory and Non-Mandatory Terms

**A.58.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Offeror's Proposal.

**A.58.2.** 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.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.** Connected Oklahoma – The name of the Long Term Evolution (LTE) Wireless Mobile Broadband Network.
- B.1.2.** Contractor – A vendor, offeror, or bidder that has been awarded a contract by the State.
- B.1.3.** LTE – Long Term Evolution for Public Safety
- B.1.4.** NIST – National Institute for Standards and Technology
- B.1.5.** NPSTC - The National Public Safety Telecommunications Council
- B.1.6.** PSTN - Professional Security Training Network
- B.1.7.** Respondent – Offeror responding to this solicitation.

### **B.2. Contract Term, Renewal and Extension Option**

- B.2.1.** The initial contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable contract provisions. The contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the contractor.
- B.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 nine (9) options to renew, each for duration of one (1) year.
- B.2.3.** The State, at its sole option, may choose to exercise an extension for 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent 90 day extensions, by mutual consent and at the contract compensation rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to new contractor.
- B.2.4.** Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period. Administrative Fee (Use Only For Statewide Contracts)

### **B.3. Contractors and Sub-Contractors Obligations**

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

### **B.4. Administrative Fee**

The Office of State Finance (OSF) imposes, and contractors agree to pay, a fee in the sum of ½ of 1% of the combined total quarterly expenditures under this contract. This fee amount is to be noted on the quarterly "Contract Usage Report" and paid by the contractor, to OSF within 30 calendar days from the completion of the quarterly reporting period stated under the section titled "Contract Usage Reporting".

The check should be mailed to:

Office of State Finance  
3115 N. Lincoln Blvd.  
Oklahoma City, OK 73105

Attention: Gary Rowland

## **B.5. Contract Usage Reporting Requirements**

The State requires quarterly reporting of acquisitions made against the resulting contract in two different formats. The exact reporting formats shall be provided to the contract awardees.

### a) Contract Usage Reporting

Contractor shall provide quarterly usage reports, indicating the purchase order of the acquiring agency, the dollar amounts sold to all entities through this contract, plus grand totals, which include but are not limited to State Agencies, Counties, Cities, Schools, Hospitals, Municipalities, or political subdivisions. The contractors awarded this contract shall receive a "Sample Report" prior to the first quarter due date.

### b) Item Detail Usage Reporting

Contractor shall provide quarterly item detailed usage reporting. The report format shall be provided to the contract(s) awardee; however, for informational purposes the report requirement shall include information like the following:

1. Purchasing agency/entity
2. Order date
3. Order #
4. Invoice #
5. Description
6. Quantity
7. Unit List Price
8. Unit Oklahoma Price
9. Extended Price

#### **B.5.1. Reporting Requirements**

- a) Reports shall be submitted quarterly regardless of quantity.
- b) Usage Reports shall be delivered, by email to the contracting officer within 30 calendar days upon completion of the quarterly reporting period cited below.
- c) Contract quarterly reporting periods shall be:
  - January 1 through March 31
  - April 1 through June 30
  - July 1 through September 30
  - October 1 through December 31

**B.5.2.** Failure to provide usage reports may result in cancellation or suspension of contract. It is the contractor's responsibility to notify the contracting officer of any delay in providing this report as defined.

## **B.6. Authorized Users**

During the term of this contract, any government entities, as defined herein, may utilize this contract. The Oklahoma statutes state that counties, school districts, and municipalities of Oklahoma may avail themselves of the contract subject to the approval of the contractor. For purposes of the operation of this contract, counties, school districts, and municipalities shall have the same benefits and responsibilities as a state agency. Under this contract, the State of Oklahoma bears no liability for the actions of counties, school districts and municipalities and the privity of contract exists solely between the contractor and the county, school board or municipality.

## **B.7. Commercial Off-The-Shelf (Cots) Software**

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

## **B.8. Type of Contract**

This shall be a mandatory statewide competitive contract(s) that is available to all State agencies. Other government entities may avail themselves of this contract.

As stated above, the resulting contract shall be a mandatory statewide contract, which means all State agencies should use the contract for the services specified herein, unless the Ordering Agency has received a written exception from the contracting officer. The State of Oklahoma reserves the right to conduct separate procurement process' to establish contract(s) for the same or similar

services for any agency's specific project.

**B.9. Contractor Services**

The State of Oklahoma shall not guarantee any minimum or maximum amount of the contractor services that may be required under this contract.

**B.10. Ordering**

Any services to be furnished under this contract shall be ordered by the issuance of written purchase orders by the State agencies and authorized entities. There is no limit on the number that may be issued. Delivery to multiple destinations may be required. All orders are subject to the terms and conditions of this contract. Any purchase order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

## C. SOLICITATION BACKGROUND

### C.1. Purpose

The State of Oklahoma has initiated a program aimed at improving and enhancing its current public safety broadband communications capability. The program will take a multi-agency approach to unified interoperable communications across the State of Oklahoma to include cost effective broadband communication services to first responders and public safety agencies, as well as other government agencies such as public works, transportation agencies and other critical infrastructure agencies.

The State is issuing this Request for Proposal to solicit and consider proposals from qualified offerors willing to enter into one or multiple agreements for a public-private initiative/partnership(s), or a shared resources project(s)

#### C.1.1. Technology Approach

- 1) The proposed solution should use the 10 MHz of Public Safety Spectrum (763-768/793-798 MHz) assigned for public safety broadband use.
- 2) The proposed solution must use Long Term Evolution (LTE) as the technology for the broadband communication network.
- 3) The proposed solution must be compliant with and interoperable with Shared Wireless Broadband Network (SWBN) as proposed by the Federal Communications Commission (FCC).
- 4) The proposed solution should be compliant with the interoperability guidelines resulting from the FCC Order# DA-10-923A1.
- 5) The proposed solution must meet applicable NIST standards.
- 6) The proposed solution must use MPLS as the technology for the underlying network connectivity.

The State of Oklahoma is committed to select a vendor who embraces open standards. As such we are looking for vendors who are currently participating in the NIST test bed, and have successfully passed the various test phases defined by NIST.

In addition to aligning with the Technology Approach, the proposed solution will be a "leveraged model" taking into account and leveraging any existing infrastructure specified in Appendix 1.

The objective of the solicitation is to invite proposals that align with the State of Oklahoma's Broadband Communications program initiative and meet the requirements stated in this document. In addition to the above, respondents are also requested to provide strategic business/financial models as well as operational models that reduce the risk associated with the proposed multi-agency, multi-jurisdiction, multi-year deployment and create the sustainability of this network over an 3 year period. Respondent shall provide a recommended Project Schedule starting from day 1, month 1, year 1 through completion of all Phases of the Project.

Respondents shall provide information proposing a fully operational system that meets or exceeds the specifications herein. If a contract is issued from this solicitation the Respondents system as installed must meet the technical requirements of this SOLICITATION. All additions or modifications required to meet those technical requirements to the satisfaction of the State of Oklahoma shall be at the sole expense of the Respondent.

### C.2. Scope

The State of Oklahoma is seeking information for the deployment of a public safety Long Term Evolution (LTE) Wireless Mobile Broadband Network to be called Connected Oklahoma. The project is to be designed to deploy critical infrastructure in an effort to provide wireless broadband access to Oklahoma's public safety agencies, secondary responders and other government services as permitted by the Federal Communications Commission. The network will provide major benefits for public safety including increased bandwidth and anticipated lower monthly recurring costs for wireless broadband services. The additional bandwidth will allow public safety agencies a new ability to stream live video from/to first responders and provide situational awareness to our communications facilities, and command centers. With this network, designed to meet public safety needs during even the most critical circumstances, public safety entities will always have priority over commercial network customers. The project may be executed as a co-source agreement with a commercial business partner, who will deploy Long Term Evolution (LTE) technology, provide system operation, maintenance support, provisioning, billing (including roaming users as appropriate), and customer support. In addition, the project will address the sharing of networks, roaming, and public safety priority of service. The State of Oklahoma project purpose is to deploy affordable, high availability wireless broadband infrastructure in the State of Oklahoma providing 95% statewide coverage to an estimated 31,704 user devices. It is anticipated user devices on the LTE network will grow by 10% per year over a six year period to a full complement of 51,057 devices.

The resulting statewide contract will be the "standard" for the state for access to the LTE network.

#### C.2.1. The State of Oklahoma Connected Oklahoma network will:

- 1) Provide affordable broadband services to the State of Oklahoma's public safety and governmental agencies;
- 2) Deploy a wireless network resulting in enhanced public safety services to support data communications, with the capability to support Push-To-Talk (PTT) voice (LTE Release 10) in the future: and

- 3) Comply with the requirements and standards as published by the NIST Public Safety Communications Research (PSCR) laboratory and NPSTC.
- 4) Provide the interface and ability for interoperable communications with the State of Oklahoma's legacy LMR radio networks.

**C.2.2.** Respondents must be capable of:

- 1) Deploying the Statewide network within a 3 year time span.
- 2) Providing 24x7x365 operational support for the LTE network.
- 3) Create a local Network Operations Center (NOC) that will provide NOC services to the LTE network and the legacy LMR networks.
- 4) Provide a turn-key solution i.e. infrastructure equipment, client devices, install, and service the network.

**C.2.3.** Respondents providing information under this solicitation shall assume complete responsibility for engineering, furnishing, licensing, and installing the State of Oklahoma LTE system. The Respondents shall be responsible for System performance, including a guarantee of System coverage; installation of fixed network equipment (FNE); identification and development of network sites, communication center interface equipment, network backhaul equipment, optimization of the LTE infrastructure and network backhaul; and the training of System users, network administrators, and maintenance personnel.

**C.3.** Service Area Details :

- 1) State of Oklahoma
- 2) Total Square Miles in Service Area: 69,903
- 3) Total Population in Service Area: 3,687,050 (2009)
- 4) Total Number of Counties in Service Area: 77
- 5) 5 Largest Counties (2009)
  - a. Oklahoma 716,704
  - b. Tulsa 601,961
  - c. Cleveland 244,589
  - d. Comanche 113,228
  - e. Canadian 109,668

**C.4.** Cities of Oklahoma with Population over 10,000

(Cities are listed in descending order based on 2009 population)

1	Oklahoma City	560,333	22	Bethany	19,767
2	Tulsa	389,625	23	Altus	19,000
3	Norman	109,062	24	Sand Springs	18,868
4	Broken Arrow	94,996	25	McAlester	18,414
5	Lawton	91,187	26	Mustang	18,384
6	Edmond	81,093	27	Claremore	17,397
7	Midwest City	57,193	28	Chickasha	17,191
8	Moore	53,763	29	Ada	17,019
9	Enid	47,968	30	El Reno	16,999
10	Stillwater	46,156	31	Durant	16,877
11	Muskogee	39,994	32	Tahlequah	16,666
12	Bartlesville	36,071	33	Jenks	16,143
13	Shawnee	30,536	34	Miami	12,910
14	Owasso	28,865	35	Okmulgee	12,558
15	Ardmore	24,852	36	Woodward	12,348
16	Ponca City	24,782	37	Choctaw	11,587
17	Yukon	23,511	38	Elk City	11,517

18	Duncan	22,569	39	Guthrie	11,503
19	Del City	22,297	40	Guymon	11,117
20	Bixby	21,433	41	Weatherford	10,387
21	Sapulpa	21,230	42	Glenpool	10,356

**Note:** For a list Oklahoma cities and towns see Appendix 2

## D. CONNECTED OKLAHOMA SPECIFICATIONS / DELIVERIABLES

### D.1. Overall Solution

The State is looking for a LTE solution in the 700 MHz Public Safety Broadband Spectrum (PSBB) that centralizes the LTE equipment as much as practical to minimize the total cost of ownership. Additionally the State is looking to enable other states and jurisdictions to connect to the State's EPC to further reduce the total cost of ownership. Please describe your proposed solution and how it meets these objectives.

- a) How can your solution support a geographically redundant EPC if desired by the State?
- b) As a commercial technology, we would expect a Responder to have experience in both the commercial and Public Safety areas. How many LTE solutions have you deployed in public safety? How many in commercial networks? How large are these deployments?
- c) Describe your support for IPv6. If initial deployment uses IPv4, how does your proposed solution support migration to IPv6?
- d) Please explain how your solution will support the D-block if it is decided to give the D-block to public safety.
- e) Please describe how your solution will support secondary users of the network. How can the public safety traffic be separated from the secondary users?
- f) Describe how the proposed solution will allow individual jurisdictions and secondary users to manage their own subscribers.
- g) The State is planning to deploy a 3GPP Release 9 compliant LTE network. Please describe how you plan to meet this objective.
- h) Describe how the proposed solution meets the current FCC requirements as specified in DA 10-2342 dated December 12, 2010 as well as future FCC requirements.
- i) Specifically describe how you meet the FCC's requirement for the following roaming interfaces:
  1. Uu- LTE air interface
  2. S6a – Visited MME to Home HSS
  3. S8 – Visited SGW to Home PGW
  4. S9 – Visited PCRF to Home PCRF for dynamic policy arbitration
  5. S10 – MME to MME support for Category 1 handover support
  6. X2 – eNodeB to eNodeB
- j) Additionally describe your support for the following interfaces required for interoperability:
  1. S1-u – between eNodeB and SGW
  2. S1-MME – between eNodeB and MME
  3. S5 – between SGW and PGW
  4. S6a – between MME and HSS
  5. S11 – between MME and SGW
  6. SGi – between PGW and external PDN
  7. Gx – between PGW and PCRF (for QoS policy, filter policy and charging rules)
  8. Rx – between PCRF and AF located in a PDN
  9. Gy/Gz – offline/online charging interfaces
- k) The State is committed to select a provider who embraces open standards. As such we are looking for providers who are currently participating in the NIST testbed, and have successfully passed the various test phases defined by NIST. Respondents must provide supporting documentation of successful NIST testing.
- l) Various different PLMN id alternatives are being discussed by the FCC and in the industry. Please describe how your solution plans to meet the various options discussed. If no approach is selected in time for deployment, which solution does the bidder recommend, and how this solution can evolve to the other schemes if the chosen solution differs from the one selected by the FCC.
- m) Describe how the proposed solution supports roaming to other public safety entities as well as commercial wireless networks. Describe your support for home-routed traffic and local breakout as defined by 3GPP in TS 23.401.

- n) Describe how the solution supports the Quality of Service (QoS) requirements defined in 3GPP TS 23.203, including the nine QCI levels, and how these QoS characteristics is supported end-to-end from the device to the various applications.
- o) Priority access and pre-emption is a key capability required by the State. Please describe how your solution will support this, including the 15 ARP levels. Describe your compliance to 3GPP TS 23.203, Release 9. How can individual jurisdictions manage the priority and pre-emption for users in their jurisdiction?

## **D.2. Applications**

- a) Please describe how your solution supports the applications specified by NPSTC:
  - 1. Internet Access
  - 2. VPN access
  - 3. Visitor Access Page
  - 4. Field Based Servers
  - 5. SMS and Multimedia Messaging (Short Message Service) per 3GPP standards
  - 6. Location based services
  - 7. LMR interworking/ ISSI Gateway
  - 8. VoLTE Telephone as defined in GSMA IR.92 "IMS Profile for Voice & SMS", including PSTN and mobile interworking.
- b) Describe what mechanisms your solution provides for public safety applications to request bearers with specific QoS and priority characteristics. Specifically address:
  - 1. APIs supported
  - 2. Protocols used
  - 3. Security mechanisms used to prevent fraudulent access
  - 4. Number of simultaneous applications supported over these interfaces

## **D.3. Security**

- a) Describe your overall security architecture for the solution.
- b) Describe how your solution supports machine-machine security.
- c) Describe how your solution supports secure access for operators.
- d) The optional feature set (Section 6.3.3 of the NPSTC BBTF report) is expected to be supported along with network layer IPsec VPNs.

## **D.4. LTE Radio Access Network**

- a) RAN Characteristics

Please provide a description of the eNodeB products you are proposing. In particular, for each suggested product type, the following capabilities shall be addressed:

- 1. Indoor or outdoor configuration
- 2. RF Transmit power level
- 3. MIMO configuration
- 4. Number of sectors
- 5. 10 MHz bandwidth operation
- 6. I/O transport interface
- 7. Redundancy options
- 8. IP addressing (e.g. IPv.4, Ipv6. or dual-stack)
- 9. AC/DC Power requirements and consumption
- 10. Synchronization
- 11. OA&M in terms of eNodeB's software upgrade, configuration, provisioning, restart, etc.
- 12. Alarm types
- 13. AISG components

14. Dimensions and Operating temperature
  15. Daisy-chaining
  16. Battery backup
- b) Provide specifications for the proposed antennas.
  - c) Indicate your eNodeB's compliance with FCC current regulations.
  - d) Indicate your involvement in NIST's Boulder facilities and in particular ongoing RF testing.
  - e) Indicate your eNodeB's compliance, or future compliance, with 3GPP specifications in particular;
    1. Interference mitigation techniques
    2. Self-Optimized Networks
    3. MME pooling
    4. X2 and S1-based handovers
    5. Evolved Multicast Broadcast Multicast Services
    6. Indicate the number of concurrent users that can be supported per eNodeB
    7. Indicate your eNodeB's capability in inter-working with another provider's EPC
  - f) RAN Design

The State is interested in a ubiquitous statewide coverage providing service to 95% of the land using as many State assets as possible. In the absence of state-owned antenna structures the respondent is encouraged to suggest additional sites. Design criteria will be based on the FCC ERIC requirements of December 2010, with operation in the current public safety broadband block, in particular:

- 95% area coverage reliability
- Cell edge data rates of 256 Kbps inbound (uplink) and 768 Kbps outbound (downlink)
- 70% loading

The design shall account for morphology-based scenarios as follows:

- In-building service in dense-urban, urban and suburban environments using the respective excess margins: 22 dB, 19 dB and 15 dB
- 80 mph mobile service in rural areas assuming two 5 dBi roof-mounted omni antennas with 2 dB cable and connectors losses.
  1. Provide details on the propagation model, terrain and clutter data, and the resolution used for predicting the coverage.
  2. Address additional options that may be available to comply with the coverage requirements if not met.
  3. Indicate coverage implications when operating in the full 3GPP Band 14, 758-768/788-798 MHz
  4. Provide a listing of the sites indicating geo-coordinates, address when available, antenna radiation center height above ground and antenna gain used. Note that because of zoning or structures strength, the use, and the number, of tall panel antennas may not be possible at all sites. For consistency limit the number of antennas to 3 per site.
  5. Provide as part of the response uplink and downlink coverage maps overlaid on population centers with a clear depiction of major roads and railroads. Separate coverage maps for Oklahoma City and Tulsa should be provided as well.

## **D.5. Backhaul**

One of the significant components in terms of leverage for the State is the existing backhaul infrastructure discussed previously. This infrastructure is presently based on digital microwave and multi-service aggregation equipment. It will be critical for respondents to describe their abilities and experience in working with existing network assets. This section will highlight the equipment expectations for future, backhaul network build outs related to the LTE deployment discussion.

To begin, please describe the Network Management capabilities you can provide to monitor and manage a multi-technology network.

### **D.5.1. Digital Microwave Equipment**

The State of Oklahoma expects all microwave equipment will meet or exceed the standard operating parameters and capabilities well understood for the Public Safety market in the United States and within the FCC guidelines for the Frequency Bands discussed below. These capabilities include, but are not limited to, Automatic Power Control, Forward Error Correction, Orderwire, Overhead Service Channels, contact Closures, etc. Please describe any

variance from this expectation.

**D.5.2.** Additionally, the State expects the Digital Microwave Equipment to meet the following expectations:

- a) Physical and Environmental: The State expects the equipment described will deploy in a 19" equipment rack and support -48VDC power. Convection cooling of the equipment is preferred. However, equipment fans are acceptable in terminals equipped with power amplifiers that provide improved system gain in excess of the standard transmit power offered or when stacking multiple terminals.
- b) Frequency Band: The State expects to use the 6GHz (5.925 – 6.425, 6.525 – 6.875GHz) and 11GHz (10.550 – 10.680, 10.700 - 11.7GHz) frequency designations of the FCC. Additionally, the State is interested in investigating the recent FCC topic to license the 7GHz frequency band previously allocated for Broadcast tower connectivity. Please describe your experience deploying networks in these frequency allocations and the microwave equipment capabilities within each.
- c) The State is also interested in possibilities to deploy equipment in the ISM unlicensed frequency bands of 2.4 – 2.4835 GHz and 5.725 – 5.850 GHz. Please describe your experience and equipment capabilities to address this possibility.
- d) Traffic Interface: The expectation for the LTE Network system is to deliver Ethernet service. As such, the microwave equipment must support native Ethernet connectivity.
- e) Additionally, the State will be leveraging this network infrastructure to support existing channelized requirements. Describe the equipment's capabilities to deliver Ethernet and TDM connectivity to each site. Please also describe any external equipment required to supply either the Ethernet or TDM interfaces if this is not addressed directly by the microwave equipment.
- f) Equipment Configuration: The State expects to use continue use of Monitored Hot-Standby (MHSB)(1+1) equipment configurations for the majority of deployments. Please describe the extent to which your microwave platform accomplishes this. For example, describe which modules or sub-systems are redundant and describe the switching mechanisms for activating the standby module. It is highly desirable if the MHSB equipment configuration is contained within a single chassis.
- g) The State expects to continue use of indoor mounted equipment. This includes all RF sub-systems. Please describe your microwave equipment abilities to support this model of using an indoor radio unit.
- h) The State is also interested in other protection configurations that may be useful during the life cycle of this project. Please describe the additional equipment configurations available with the equipment discussed. All configurations shall be totally self-contained including all protection switching equipment. Examples include, but are not limited to:
  1. Non-standby
  2. Non-standby/space diversity
  3. Hot-standby/space diversity
  4. Frequency diversity (1:1)
  5. Frequency diversity with space diversity (quad diversity)
  6. Dual non-standby (2+0)
- i) Describe the number of rack increments you recommend for each equipment configuration.
- j) RF Performance: The State expects to deploy microwave equipment with maximum System Gain in order to maintain the smallest antenna sizes allowed by FCC rules and appropriate path calculations. Please describe your equipment performance in terms of Transmit Power and Receiver Threshold. The State does not expect to deploy or make use of Adaptive Modulation techniques. Please specify if the performance description includes considerations for these techniques.
- k) Capacity: The State expects the backhaul infrastructure to support, at a minimum, 150Mb of full-duplex traffic on most long-haul routes. Please describe the equipment's ability to scale beyond this initial projection and support the State's growth in a mobile broadband network deployment. Within this description please discuss additional hardware and software requirements that would be required to support the capacity expansion. Also describe any other considerations the State should be aware of.

**D.6.** Towers and Buildings

- D.6.1.** Towers: It is anticipated that 80 of the existing towers may need to be replaced. All replacement towers and new towers must be designed to meet current loading for all existing equipment, all new LTE equipment, microwave backhaul and 100% future loading. In addition all towers that are considered as primary sites in the States LMR radio networks and sites that are identified as primary backhaul must meet the Oklahoma Department of Transportation's minimum tower standard, see Appendix 3.

**D.6.2.** Buildings: All new buildings must be of sufficient size to house all existing equipment, all new LTE equipment, all new mpls equipment, all new microwave equipment, all new power equipment and room for up to 100% additional growth. Buildings shall be designed as a faraday cage and shall meet the Oklahoma Department of Transportation's minimum communications building standard, see Appendix 4.

**D.7.** Site Aggregation, Bandwidth Management and Network Resiliency

**D.7.1.** As stated previously, the State expects to gain maximum leverage from the investment in the backhaul infrastructure. This includes coordinating with other State and Local Agencies to share the single network infrastructure. From an Ethernet services perspective this will be a challenge without an intelligent device deployed in the network to maintain Quality of Service (QoS) and traffic prioritization across multiple organizations and traffic types. The State currently uses Multi-Protocol Label Switching (MPLS) technology to accomplish this. It is desirable for the MPLS equipment to be Network Processor based for increased performance and long-term value. Please describe your experience and equipment capabilities in a multi-service, multi-organization, converged network environment. Specific examples for MPLS network deployments in similar networks should be included.

**D.7.2.** This converged network environment should also include considerations for allowing route diversity to ensure maximum resiliency. In traditional networking terms, the State expects these diverse paths to be activated in less than 50ms. Please describe your experience and equipment capabilities to deliver this type of resiliency.

**D.7.3.** Network Capabilities: The State expects this network to serve many Agencies and jurisdictions. Please describe how the MPLS device in your solution will be capable of supporting the following services:

- a) Ethernet Layer 2 Virtual Leased Line (VLL).
- b) Ethernet Layer 2 Virtual Private LAN Service (VPLS).
- c) Layer 3 IPv4 and IPv6 VPN.
- d) Structure Aware Pseudo TDM transport and Digital Cross Connect

**D.7.4.** Furthermore, it is expected the solution will support various types of TDM Synchronization. Please describe the choices available for providing TDM synchronization.

**D.7.5.** Equipment Configuration: The State expects all of the backhaul equipment to support MHSB equipment configurations for the majority of deployments. Please describe the extent to which your site aggregation (MPLS) equipment delivers this reliability. For example, describe which modules or sub-systems are redundant and describe the switching mechanisms for activating the standby module. It is highly desirable if the MHSB equipment configuration is contained within a single chassis. Furthermore, each chassis should include a redundant power supply to prevent a failure due to the failure of a single power supply.

**D.7.6.** The State expects to be able to deploy in multiple environmental conditions. Please describe the temperature range of your equipment. Indicate operating parameters associated with the temperature ranges provided. For example, some configurations may have different parameters. It is desirable for the equipment to support a temperature range of -40 to 65C.

**D.7.7.** Traffic Interface: While the primary function of the Site Aggregation equipment will be Ethernet service delivery, the State is also interested in additional interface choices available. For example, it may be desirable for the State to run TDM traffic through this intelligence layer of the network. Please describe the additional interfaces available that, in your experience, will increase the ability for the State to leverage this converged network. As a reference, the list of interfaces shown below are of particular interest.

- 10/100/1000BaseT.
- Small Form-factor Pluggable (SFP) slots for Gigabit Ethernet connections.
- TDM at T-1 (1.544 Mbps) in ESF and D4/SF formats and B8ZS or AMI line codes, DS3 (44.736 Mbps) and OC3 (155.2 Mbps).
- DS0 channels:
- 2W VF Type 1, Type 2, and E&M signaling.
- 2W FX Loop or Ground start and auto ring down.
- 4W VF Type 1, Type 2, Type3, and E&M signaling, 2713Hz detection loopback.
- Low-Speed Data (RS-232 asynch or synch, RS-422, RS-485 2- or 4-wire)
- High Speed Data (RS-449, V.35, X.21, G.703)

**D.7.8.** Please describe your QoS abilities. Include references to the solution's use of Classification (Layer 1/Layer 2/Layer 2.5/Layer 3 and Layer 4), Marking (Layer 2, Layer 3), Policing and Queuing.

**D.7.9.** Service Delivery and Traffic Engineering: As a multi-service converged network, the State is very interested in understanding capabilities around types of virtual network services that can be delivered. The equipment shall

provide constraint based routing for Label Switch Path (LSP) setup and resource reservation allowing the circuit's throughput, latency, and path to be engineered and the SLA guaranteed. Please describe the Traffic Engineering abilities in your solution. Also include how your solution correlates Traffic Engineering with delivering services.

- D.7.10.** Operations, Administration and Maintenance: The Network Management System in the solution should provide a tightly integrated management platform to perform and automate network operations from a central location. Please describe the Network Management and Operations part of the solution. Include a description for how to initiate a new connection using the system and, as appropriate, examples of what troubleshooting tools are available during operations of the network. Troubleshooting examples should include abilities for ping, trace route and service verification.
- D.7.11.** The Network Management System should also provide the ability to visually represent the physical network topology, services topology, active and standby paths and port configurations.
- D.7.12.** With any network of this scope, the ability to effectively operate traffic engineering principals is critical. Please describe the traffic engineering abilities of your solution. Also include in the description how the State will be able to deliver Service Level Agreements (SLA) to participating organizations.

## **D.8.** Evolved Packet Core

### **D.8.1.** MME

- a) The State is looking to grow additional subscribers and regions onto its core. Please describe how your MME can scale to support this type of growth. How many eNodeBs can your MME support?
- b) MME shall support S1-MME, S3, S6a, S10, S11, S13, SGs, SLg, SLs, Sm, SBc, Sv, M3, and Gn interfaces as specified in 3GPP TS 23.401 and associated specifications.
- c) The MME shall support the inter-eNB handoffs (X2) as specified in 3GPP TS 23.401.
- d) Describe the redundancy architecture of your MME.
- e) Describe your support for MME pooling.
- f) Describe the reliability of your MME, addressing both hardware and software.
- g) Describe any overload mechanisms your MME provides. Specifically address how your MME can throttle traffic during overload.
- h) Describe any Per Call Measurement Data capabilities including methods for data storage and analysis.

### **D.8.2.** SGW

- a) The State is looking to grow additional subscribers and regions onto its core. Describe how your SGW can scale to support this.
- b) How many simultaneous bearers can your SGW support?
- c) SGW shall support S1-U, S4, S5, S8, S11, Rf, and Ga interfaces as specified in 3GPP TS 23.401 and associated specifications.
- d) The MME shall support the inter-eNB handoffs (X2) as specified in 3GPP TS 23.401.
- e) Describe the redundancy architecture of your SGW.
- f) Describe the reliability of your SGW, addressing both hardware and software.
- g) Describe any overload mechanisms your SGW provides.

### **D.8.3.** PGW

- a) The State is looking to grow additional subscribers and regions onto its core. Please describe how your PGW can scale to support this.
- b) How many simultaneous bearers can your PGW support?
- c) Can your PGW be combined with the SGW into a single platform? If so, how many simultaneous bearers can the combined SGW/PGW support?
- d) The PGW shall support S5, S8, SGi, Rf, Ga, Gx, and Gy as specified in 3GPP TS 23.401 and associated specifications.
- e) The PGW shall support S2a, S6b, Gn/Gp interfaces as specified in 3GPP TS 23.402 and associated specifications.
- f) Describe the redundancy architecture of your PGW.
- g) Describe the reliability of your PGW, addressing both hardware and software.
- h) Describe any overload mechanisms your PGW provides.

**D.8.4. HSS**

- a) The State is looking to grow additional subscribers and regions onto its Core. Please describe how your HSS can scale to support this.
- b) The HSS shall support the S6a, Sh, and Sp interfaces specified in 3GPP TS 23.401 and associated specifications.
- c) The HSS shall support the SWx interface with 3GPP-AAA for authenticating non-3GPP access for roaming as defined in 3GPP TS 23.402.
- d) Describe any XML bulk provisioning capabilities provided by your HSS.
- e) Can applications have SOAP/XML interfaces and/or use LDAP to store/access application data in the HSS?
- f) Describe the redundancy architecture of your HSS
- g) Please describe the reliability of your HSS, addressing both hardware and software.
- h) Describe any overload mechanisms your HSS provides.

**D.8.5. PCRF**

- a) The State is looking to grow additional subscribers and regions onto its core. Please describe how your PCRF can scale to support this. Can the load be shared between multiple PCRFs?
- b) The State wants to consolidate all subscriber data in the HSS to simplify data management. Does your PCRF support storing the SPR data in the HSS?
- c) PCRF shall support the Gx, Rx, Sp, Gxa, and Gxc with E-UTRAN as specified in 3GPP TS 23.401, TS 23.402, and associated specifications.
- d) What are the event triggers supported on the Gx reference point? Please, detail the triggering condition.
- e) What are the supported procedures on the S9 reference point? List them with a brief description.
- f) Specify which kind of PCRF rules can be sent over the S9 reference point.
- g) How does the PCRF provide control over the QoS, priority, and gating of service data flows?
- h) Can policy rules be dynamically added, changed, or deleted?
- i) Does your solution provide any additional interfaces for use by applications to set up dedicated bearers?
- j) Describe the redundancy architecture of your PCRF.
- k) Describe the reliability of your PCRF, addressing both hardware and software.
- l) Describe any overload mechanisms your PCRF provides.

**D.8.6. Roadmaps**

- a) Provide the Functional Roadmaps of the overall solution.
- b) Provide the product roadmap for each of the components of your solution.

**D.9. Operations and Management**

**D.9.1. Network Management System**

- a) To minimize operational cost the State prefers a solution that provides a single system for fault, performance and configuration management, covering the LTE RAN, microwave equipment, routers, and EPC. Describe how your solution will meet this objective.
- b) Provide a description of the redundancy options for connectivity from the EMS towards southbound LTE network elements, including a full description of database redundancy and rerouting behavior on loss of active links.
- c) Describe your local and geographical redundancy options for the LTE Management System(s).
- d) Describe in detail your security infrastructure for setting up operator privileges/span of control on the LTE management system(s).
- e) Describe your solution for flexible deployment and sharing of the LTE Management system(s) by multiple jurisdictions, where individual jurisdictions can manage their own equipment, such as eNodeBs.
- f) Describe the end to end diagnostic and test management capabilities for all layers of the mobile network.
- g) Describe the backup and restore capabilities of your product.
- h) Does your product support backup to a centralized backup system? If so, which backup solutions have you interoperated with?

- i) Provide details on capabilities to collect L3, L2/L1 performance measurement data along with call state information on a per connection basis, per E-RAB basis for all UEs, all the time in the LTE network.

**D.9.2. Performance Optimization and Monitoring**

- a) Describe capabilities to collect, analyze performance measurement counters and report RAN performance and anomalies such as QoS degradation, network unavailability analysis and network optimization.
- b) Does your solution support geographical RAN performance analysis? If so, describe its capabilities.
- c) Respondent shall provide an integrated solution to analyze performance measurement data, configuration data and fault data for parameter optimization to improve end user experience.
- d) Respondent shall provide a solution for real time monitoring and processing of critical measurement data.
- e) Describe how individual jurisdictions can monitor the performance of their eNodeBs.
- f) Provide details on capabilities to post-process and analyze L3, L2/L1 performance measurement data along with call state information on a per connection basis, per E-RAB basis for all UEs, all the time in the LTE network.

**D.9.3. Device Management**

- a) The State requires Over The Air (OTA) device management using the OMA-DM standards, including USIM activation, provisioning, programming, and updates.
- b) How does your OTA device management system scale?
- c) To minimize ongoing maintenance cost the state may be interested in a hosted device management solution. Are you willing to support this? If so, describe the proposed model.
- d) Describe your capabilities for over the air Firmware Updates.
- e) Describe your capabilities for over the air Client Software updates.
- f) Describe capabilities for remote security management of devices, including ability to remove service, wipe, and/or lock a stolen device.

**D.9.4. Charging**

- a) Describe the charging architecture, entities and interfaces, implemented to perform the EPC charging functions.
- b) Which entities and interfaces are involved in EPC offline charging?

**D.9.5. Subscriber Provisioning**

- a) Describe your product support for partitioning of subscriber data on a per Virtual Network Operator or Jurisdiction basis.
- b) How is security provided to prevent unauthorized access?
- c) Does your product support user groups/work groups?
- d) Describe how your product scales including number of supported transactions per hour and number of simultaneous users.
- e) Describe automation of end-to-end subscriber provisioning in your product. Does it support parallel processing of provisioning requests?
- f) How does your product support roll back of changes made in the network in case of provisioning failures?
- g) Does your product support input data validation?
- h) Describe the backup and restore capabilities of your product?
- i) Does your product support backup to a centralized backup system? If so, which systems have you interoperated with?
- j) Describe your product's availability including MTBF.
- k) Describe redundancy and deployment flexibilities for your Subscriber management solution. Is geo-redundancy supported?
- l) Describe application monitoring capabilities available for your product.
- m) Describe the facilities for measuring the results of provisioning activities in the EMS/NEs.
- n) What error handling mechanisms does your product support for failed transactions?
- o) Describe facilities that your product has to rapidly support new network elements.

## **D.10. Devices**

The State desires a range of devices to support users of the network. At a minimum, these devices should include USB dongles and Vehicle Routers. In addition, devices such as PDAs are highly desirable. Respondent may include devices other than those listed.

**D.10.1.** Describe the devices you are proposing for the network. Descriptions should include the following aspects:

- a) Compliance to 3GPP Release specifications (including ability to update to new releases).
- b) OTA capabilities.
- c) Ability to support device management through OMA-DM interface.
- d) Support for other LTE bands besides Band 14.
- e) Support for 3G technologies (HSPA, EVDO Rev A).
- f) GPS capabilities.
- g) Ruggedization and operating environment.
- h) For voice-capable devices, support for interoperability with P25 radio systems via an ISSI interface.
- i) Supported operating systems.
- j) Roadmap showing availability of each proposed device.
- k) WiFi hot spot capability.
- l) Physical interfaces (Ethernet, USB, etc.)
- m) Power requirements.
- n) Antenna configurations.
- o) Included and optional accessories.
- p) Include a specification sheet for each device you are proposing.

**D.10.2.** Supporting Services

- a) Describe your programs for the Installation (for applicable devices).
- b) Describe your programs for Technical support.
- c) Describe your programs for Warranty (standard warranty and extended warranty).
- d) Describe your programs for Repair services (please describe all options; i.e. depot service, repair and return, etc.).
- e) Describe your programs for Training.

## **D.11. Services**

**D.11.1.** Business needs consulting, network assessment

Business needs include financial aspects of funding the creation and ongoing operation and growth of the network as well as the allocation of ongoing operational and usage costs to participating agencies and transient or visiting agencies with related or overlapping geographic scope. These financial decisions will impact the ultimate ownership of the network equipment as well as the options for its deployment, test, integration and operation.

- a) Describe your financial business consulting practice and experience with a focus on wireless customers, both service provider and state and local governments.
- b) Describe your Interoperability and Integration consulting practice experience with legacy data and communications networks, particularly in the areas of mobile network evolution and fixed/mobile convergence.

**D.11.2.** Solution Architecture, Network and RF Planning and Design

- a) Describe your experience in public safety and wireless markets and typical deliverables for the development of an architectural description of the network components, applications and connectivity.
- b) Describe the reliability, coverage, capacity and end-to-end performance of this initial architecture.
- c) Describe your RF planning services associated with coverage prediction, QoS analysis, drive test surveys, candidate site surveys & selection and issuance of search area rings for site locations.
- d) Describe your RF coverage testing and network optimization services and experience.
- e) Describe the deliverables with your solution design service including schedule, a bill of material (BOM), resultant solution performance, capacity and availability of the network and its applications, and the costs of acquisition, deployment, ownership, and operations and maintenance of the solution.

**D.11.3. Program Management**

- a) Describe your experience, methodology and processes for Program Management (progress/jeopardy/escalation) of network solution design and implementation including: risk, communication, integration project plan, program budget & cost control, and milestone tracking and overall project schedule & process.
- b) Describe your Program Management approach managing Vendor Partner contracts, Statements of Work, amendments, Ts & Cs, and document management associated with a network solution design and implementation.

**D.11.4. Site Acquisition, Assessment and Outside Plant Construction.**

- a) Describe your experience and services associated with researching, identification, leasing, zoning, and obtaining required permits for identified wireless sites.
- b) Describe your deliverables for site acquisitions and assessment including: Environmental Site Assessment, detailed site measurements for radio equipment and antenna; assessment of existing structures to support the equipment and site utilities to service the equipment; routing of power, telephone and transmission lines (coaxial cables); and a limited boundary survey.
- c) Describe your experience and ability to perform a geotechnical survey and field sketch showing proposed radio equipment layout, equipment shelter (if required), utilities connections and other relevant site information for design, permit and lease exhibits.
- d) Describe your experience and services available in preparing construction forms and drawings such as: Zoning Drawings; ASAC & FAA filing and forms preparation on undeveloped sites; tower foundation designs; and latitude and longitude certification in accordance with FAA requirements for 2C reporting.
- e) Describe your experience and services involved in tower site construction such as: coordinating all underground utility locating; designing and building to the local wind speed tolerances; furnishing and installing towers according to designs following all local code

**D.11.5. Engineering and Installation.**

- a) Describe your site survey services for LTE subsystems including equipment bay location, peripheral equipment termination assignments, power type and termination assignments, cable paths and routes.
- b) Describe your design and technical requirements deliverables that will meet CUSTOMER specifications and requirements and defining demarcation points for Vendor related work, and provide functional system and station diagrams.
- c) Detail your resources, processes, tools and experience to install equipment. Include: cabling & wiring, and tests hardware components, and methods for verifying that the equipment is functioning as engineered and specified.
- d) Describe your ability to stage equipment subsystems for customer witness testing.

**D.11.6. Network Integration and Customer Acceptance Testing**

- a) Describe your LTE integration services that prepare installed equipment for operational readiness within a fully integrated LTE core and RAN network.
- b) Explain how you will offer CUSTOMER the ability to test new hardware, software or architecture changes in a live environment before they are introduced into a production network.
- c) Describe your security hardening services, the security mechanisms to protect OA&M interfaces and local terminal ports, and any certificate management schemes.
- d) Describe your ability to perform wireless terminal Interoperability Testing (IOT) – testing of LTE terminal devices against LTE wireless infrastructure prior to commercialization to address device interoperability issues prior to end user deployment. Since LTE is a relatively new technology, how much experience do you have in the IOT of wireless devices with infrastructure?

**D.11.7. Maintenance**

- a) Describe pro-active maintenance services that can be used to track and assess the efficiency and maintainability of deployed LTE network elements.
- b) Describe the scope of your Technical Support services in terms of fielding product-related questions and in providing troubleshooting assistance, diagnostic procedures, and Patch Releases and Maintenance Releases to restore and resolve network troubles for Maintained Products.
- c) Detail available Technical Support Service Level Agreements.
- d) Do you provide Resident Engineers and/or Field Maintenance Engineers to support and administer deployed LTE network equipment?

- e) Describe your hardware repair or exchange services for defective, customer-owned hardware for the LTE network. Indicate what kinds of SLAs exist for repair.

## **D.12. Network Operations and Management**

### **D.12.1. Hosted Network Elements**

- a) Respondents will describe which mobility or public safety application subsystems are available as fully integrated, hosted and partitionable platforms that can integrate and interoperate with CUSTOMER LTE network subsystems.
- b) Describe the mechanisms in place within the hosted subsystem environment that will assure the security of the operations, data, communications and end user identification of Customer.

### **D.12.2. Remote Network Operations and Fault Management**

- a) Describe the Fault Management capability provided by the OA&M systems including a diagram depicting the overall Fault Management architecture.
- b) Describe the remote diagnostics capability.
- c) Describe options supported to establish the link between the Network Elements and the Fault Management Subsystem.
- d) List the available external interfaces supported (e.g. ASCII, SNMP, Corba...).
- e) Identify how you will provide exchange of information and interfaces between parties on tickets, incidents and resolutions.
- f) Describe the techniques used to gather element status and alarms from the monitored network elements.
- g) Describe what redundancy is available in your NOC to address failure of individual hardware units.
- h) Explain methods used to aggregate and correlate alarms to provide accurate and efficient views of network behavior and issues.
- i) Describe the Performance Management capability provided by the OA&M system.
- j) What reports are available or can be designed for Performance Management?
- k) Describe the Configuration Management capability provided by the OA&M system.
- l) Describe what capabilities are available (on-line and off-line) to support:
  1. Feature and/or Licensing Management.
  2. Equipment Management.
  3. Inventory Management.
  4. Antenna Remote Electrical Tilt (RET) Management.

### **D.12.3. Training**

Respondent shall describe the approach it will use for operational and technical training on all Components of the System, including infrastructure, interconnect, consoles, user equipment and software. Respondent shall provide details specific to the following areas (1) Training Curriculum (2) Training Schedule, based on the proposed implementation plan.

## **D.13. Project Schedule**

Respondent shall provide a recommended Project Schedule starting from day 1, month 1, year 1 through completion of all possible Phases of the Project. The Project Schedule shall be based upon the number of months after the execution of the resultant Agreement by the State and shall represent "not to exceed" or guaranteed completion dates, notwithstanding potential local radio site development delays.

It will be assumed the design segment of the project must be completed no more than 6 months from the signing of the original Agreement. Specifics of project schedule will be negotiated with the selected Respondent if awarded from this Solicitation.

## **D.14. Job Creation**

Respondents must provide information on anticipated job creation in the State of Oklahoma. Information should include;

- a) Number of permanent jobs created.
- b) Number of temporary jobs created.
- c) Number subcontractors
- d) Position/Job Title.

e) Compensation and Benefits.

**D.15. State Management Training**

Although the initial operation and maintenance of the system will be provided by the vendor, a training program must be established to provide the necessary skill sets to the State personnel. Training shall encompass all aspects of the operation, administrative maintenance and technical maintenance of the core and LTE network. The training must enable State personnel to work on an equal basis with vendor and factory personnel achieving the necessary knowledge to operate and maintain the system on behalf of the State. Respondents shall provide a training plan to assure State personnel can meet this requirement.

**D.16. Revenue Creation**

The build-out of the core and state wide LTE network may provide the opportunity to create revenue. Provide detailed information identifying revenue opportunities for the State.

**D.17. Cost Reduction**

The Respondents must provide detailed information identifying Cost Reduction opportunities for the State.

**D.18. Additional Benefits**

The Respondents must provide detailed information identifying Additional Benefits for the State.

**D.19. Pricing**

The pricing model shall include the following:

- a) The Respondent shall include a detailed price list noting the required network element/component, the retail price of each network element/component, and the extended price.
- b) The Supplier shall provide a firm fixed cost for each equipment type included in the proposed selling price to the State.
- c) In addition to the line item equipment pricing requirement, the Respondent shall clearly delineate the retail and discounted price for all equipment and services rendered in the Respondents offering.
- d) Line items must be included and differentiated for Project Management, Engineering, Technician, Warranty, Service Level Agreements, Technical Support and Maintenance and other relevant resources that contribute to the ultimate cost of the system.
- e) The pricing shall be accompanied by supporting and cost information in sufficient detail to permit an evaluation by the State.
- f) Each cost shall be reflective of the cost and relative value of that particular element of the work.
- g) The Respondents solution shall include the initial five years of operating/maintenance costs. Pricing MUST include all aspects of the Project.

## E. EVALUATION

### E.1. Evaluation and Award

E.1.1. Offers shall be evaluated on the “best value” determination in accordance with Title 74, §85.

E.1.2. The State reserves the right to request demonstrations and question clarifications from any or all-responding contractors.

### E.2. Competitive Negotiations of Offers

In accordance with Title 74 §85.5, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that may mitigate the State’s risks. The State shall consider all issues negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor’s offer.

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

E.2.1. Negotiations may be conducted in person, in writing, or by telephone.

E.2.2. Negotiations shall only be conducted with potentially acceptable offers. The State reserves the right to limit negotiations to those offers that received the highest rankings during the initial evaluation phase.

E.2.3. Terms, conditions, prices, methodology, or other features of the offeror’s offer may be subject to negotiations and subsequent revision. As part of the negotiations, the offeror may be required to submit supporting financial, pricing, and other data in order to allow a detailed evaluation of the feasibility, reasonableness, and acceptability of the offer.

E.2.4. The requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.

E.2.5. BEST and FINAL – The State may request best and final offers if deemed necessary, and shall determine the scope and subject of any best and final request. However, the vendor should not expect an opportunity to strengthen its offer and should submit its best offer based on the terms and condition set forth in this solicitation.

### E.3. Selection Criteria

It is the intent of the State to award the contract to the most qualified firm offering the best value to the State. The most advantageous offer will be chosen by evaluating and comparing other factors in addition to cost or price which will be negotiated with the highest ranked offeror(s). The State reserves the right to execute a single as well as multiple awards.

The resultant contract(s) will be awarded to the Contractor(s) whose proposal and pricing are deemed most advantageous to the State. Proposal considerations may include (in no order of precedence):

- a) References
- b) Technical Response
- c) Financial Stability (Pass/Fail)
- d) Cost

### E.4. Evaluation Process

#### E.4.1. Evaluation Process – Determination of Solicitation Responsiveness

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

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

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

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

#### E.4.2. Evaluation Process - Evaluation of Proposal

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

**E.4.3. Evaluation Process - Evaluation of Cost.**

Cost comparisons are performed.

**E.4.4. Evaluation Process – Demonstrations**

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

**E.4.5. Best Value Evaluation of Product/Services**

**E.4.5.1. Selection**

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

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

**E.4.6. Contractors should be prepared to participate in oral presentations and demonstrations to define their submittal, to introduce their team, and to respond to any and all questions regarding their offer if requested by the State prior to award.**

## **F. INSTRUCTIONS TO OFFEROR**

### **F.1. Introduction**

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

### **F.2. Preparation of Offer**

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

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

### **F.3. Submission of Offer**

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

**F.3.2.** Copies: the offeror's offer should be paginated and include an original document, plus ten (10) copies for a total of eleven (11) documents. The documents' front pages should indicate original or copy.

**F.3.3.** The offeror should include two (2) "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the offeror's offer.

### **F.4. Explanation to Offeror**

**F.4.1.** Offerors who need clarification shall contact the contracting officer shown on the RFP. Oral explanations or instructions shall not be binding. Any information given an offeror concerning a solicitation shall be provided promptly to all other offerors as an amendment, if that information is necessary in submitting an offer or if the lack of it would be prejudicial to other offerors.

**F.4.2.** Offerors who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the State. To be considered, a request for review must be received no later than the due date and time for submission of questions. 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.

**F.4.3.** General Solicitation Questions – Offeror may submit general questions concerning the specifications of the solicitation. These questions shall be promptly answered in the form of an amendment and posted on the OSF website.

**F.4.4.** When posing questions, every effort should be made to be concise and include section references, when possible.

**F.4.5.** Offerors are advised that any questions received after close of business November 11/2011 shall not be answered.

### **F.5. Deliverables**

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.

#### **F.5.1. Section One – Required Forms and Introductions**

- Completed "Responding Bidder Information" DCS/Purchasing Form 076.
- Completed "Certification for Competitive Bid and Contract" DCS/Purchasing Form 004.
- Signed Amendments, if issued.
- Cover Letter

The Respondent must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents on behalf of the Respondent. The cover letter shall provide the name, address, email, telephone and facsimile numbers of the Respondent along with the name, title, address, telephone and facsimile numbers of the executive that has the authority to contract with the State of Oklahoma. The cover letter shall present the Respondent's understanding of the Project, a summary of the

approach to be undertaken to perform the Services, as well as a summary of the costs to provide the Services.

- **Executive Summary**

The Respondent shall submit an executive summary, which outlines its solution, including the proposed general management philosophy. The executive summary shall, at a minimum, include an identification of the proposed project team, responsibilities of the project team, and a summary of the proposed Services. This section should highlight aspects of the Respondents solution, which makes it superior or unique in addressing the needs of the State of Oklahoma.

**F.5.2. Section Two – Company References**

Provide the names, email address, and phone number for references of two current contracts of a similar size and scope where your firm is providing services.

**F.5.3. Section Three – Company Information**

- a) Respondents must provide background and management information on the Respondents company, to include names and titles of company management, as well as the date when the Respondents company or switching division was created and/or incorporated.
- b) Where is the Respondents corporate headquarters located?
  - 1. Include physical address information, main telephone number, and URL.
  - 2. If Respondent is not US-based where is the parent company located?
- c) Please provide the name, phone number and email address of the person responding to this SOLICITATION for the purposes of questions, clarifications or other requests we may have in regard to the information contained in the response.
- d) Is the Respondent a public corporation, private corporation or venture funded? Please provide Stock Market symbol, names of Investment Companies, amount invested, etc. Describe the financial history of the Respondent from inception to today, including any rounds of investment, insolvency, sales, purchases, buyouts, personnel reductions, etc. If public, please provide 2009 and 2010 sales figures as of last quarter.
- e) Offeror should present information to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required) Note: This information must be submitted, at the latest, prior to award. If the contractor is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a contractor who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.

Clarification or additional documents may be requested.
- f) Does the Respondent currently have any debt?
- g) Is the Respondent profitable? If so, provide details.
- h) How many employees does the Respondent currently employ?
  - 1. How many in R&D, Engineering? Where are these employees located?
  - 2. How many employees in sales?
  - 3. How many employees in customer service?
  - 4. How many employees in technical support?
- i) How many employees does the Respondent currently employ in Oklahoma?
- j) Does the Respondent have facilities in Oklahoma?

If yes include physical address information, main telephone number and URL of all facilities located in Oklahoma.

**F.5.4. Section Four – Technical Proposal**

Offeror is to provide a detailed, concise technical proposal that demonstrates:

- a) offeror's full understanding and agreement to the details provided in Section C plus
- b) provides detailed response to each and every numeric specification outlined in Section D.1 through D.18.

**F.5.5. Section Five - Pricing**

See Section D19.

**F.5.6. Any software licensing, maintenance, or service agreements the contractor requires, should they be the successful contractor, not submitted with contractor's offer shall not be considered after contract award.**

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.

**F.6. Notice of Award**

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

## **G. APPENDICES**

**G.1.** Appendix 1 – Infrastructure

See Appendix 1 attached.

**G.2.** Appendix 2 – Oklahoma Cities and Towns

See Appendix 2 attached.

**G.3.** Appendix 3 – Minimum Tower Standards

See Appendix 3 attached.

**G.4.** Appendix 4 – Minimum Communication Building Standards

See Appendix 4 attached. |