



**State of Oklahoma
Office of State Finance**

Solicitation

1. **Solicitation #:** 0900000156

2. **Solicitation Issue Date:** December 1, 2010

3. **Brief Description of Requirement:**

To procure services for the installation, setup, configuration and implementation of the Financials Analytics product. The services will cover the complete life cycle of the project.

Anticipated Dates to note (subject to change):

December 1, 2010 - Solicitation Issue

December 8, 2010 - Vendor questions due no later than 3:00 p.m.

December 15, 2010 - Any amendments will be posted to OSF website

December 27, 2010 - Bid responses due by 3:00 p.m. CST/CDT

4. **Response Due Date¹:** December 27, 2010

5. **Issued By and RETURN SEALED BID TO²:**

Agency Name: Office of State Finance

- U.S. Postal Delivery: 3115 N. Lincoln Blvd, Oklahoma City, OK 73105
- Carrier Delivery: 3115 N. Lincoln Blvd, Oklahoma City, OK 73105

6. **Solicitation Type** (type "X" at one below):

- Invitation to Bid
 Request for Proposal
 Request for Quote

7. **Shipping Location:** 3115 N. Lincoln Blvd, Oklahoma City, OK 73105

8. **Contracting Officer:**

Name: Kim Charbeneau

Phone: 405-522-4549

Email: kim.charbeneau@osf.ok.gov

¹ Amendments to solicitation may change the Response Due Date (read GENERAL PROVISIONS, section 3, "Solicitation Amendments")

² If "U.S. Postal Delivery" differs from "Carrier Delivery", use "Carrier Delivery" for courier or personal deliveries



"Certification for Competitive Bid and Contract" (see page 3) **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # _____

2. Bidder General Information:

FEI / SSN : _____ VEN ID: _____
Company Name: _____

3. Bidder Contact Information:

Address: _____
City: _____ State: _____ Zip Code: _____
Contact Name: _____
Contact Title: _____
Phone #: _____ FAX#: _____
Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

- YES – Permit #: _____
- NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

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

6. Workers' Compensation Insurance Coverage:

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

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

Authorized Signature Date

Printed Name Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>
² For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers' Compensation Information.html](http://www.ok.gov/oid/Consumers/Workers'_Compensation_Information.html)



A certification shall be included with any competitive bid and/or contract submitted to the State for goods or services.

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



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**State of Oklahoma
Department of Central Services
Central Purchasing**

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.** "Bid" means an offer in the form of a bid, proposal or quote a offeror submits in response to a solicitation;
- A.1.3.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute;
- A.1.5.** "Contract" means the final agreement under which the services and/or products will be governed.
- A.1.6.** "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor", "offeror" or other similar term;
- A.1.7.** "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.8.** "Government Entities" means a State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.9.** "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.10.** "Offeror" shall be synonymous with "supplier", "vendor", bidder, or other similar term;
- A.1.11.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement on behalf of this solicitation.
- A.1.12.** "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 either the Department of Central Services or the Office of State Finance.
- A.1.13.** "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.1.14.** "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 purchasing and are used interchangeably.
- A.1.15.** "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;
- A.1.16.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies;

A.2. OFFER SUBMISSION

- A.2.1.** Submitted offers shall be in strict conformity with the instructions to responder, 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(A), 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 will be rejected as non-responsive.
- A.2.5.** All offers submitted shall be subject to the Oklahoma Central Purchasing Act, 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.3. SOLICITATION AMENDMENTS

- A.3.1.** If an “Amendment of Solicitation”, DCS-FORM-CO-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 Central Purchasing Division 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 Central Purchasing Division or OSF.
- A.3.3.** It is the contractor responsibility to check the State’s website frequently for any possible amendments that may be issued. The State is not responsible for the contractor 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 a response 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 or Oklahoma or local department or agency;
 - A.5.1.2.** Have not within a three-year period preceding this proposal 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 application/proposal 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 solicitation response.

A.6. OFFER OPENING

Sealed bids shall be opened by the soliciting 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. BIDS SUBJECT TO PUBLIC DISCLOSURE

Unless otherwise specified in the Oklahoma Open Records Act, Central Purchasing Act, or other applicable law, documents and information a offeror submits as part of or in connection with a bid are public records and subject to disclosure. Offerors claiming any portion of their bid 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 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 bids are rendered as a legal offer and any bid, when accepted by the State, shall constitute a contract.
- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: 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 supplier in performance of the Contract shall be included in the total bid price/contract amount.

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 bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Offeror shall submit sketches, descriptive literature, and/or complete specifications with their bid. Reference to literature submitted with a previous bid will 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. Bids 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 bids 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 bids are listed in OAC 580:15-4-11.

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 will be made to the lowest and best offeror(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, suppliers 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 Central Purchasing Division or the Office of State Finance in writing, or made unilaterally by the Supplier, 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 Supplier shall not be entitled to any claim under this 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 offeror(s) 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 supplier until accepted by the receiving agency. The supplier(s) shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.16.2.** Offeror(s) shall be required to deliver products and services as offer 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. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number.
- 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 offeror(s) agree any pertinent State or Federal agency will 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 two (2) 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 supplier 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 supplier 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 supplier.
- 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 supplier 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 supplier.

A.25. INSURANCE

- a) The contractor shall maintain and provide proof to the State of the following insurance during the term of this Agreement:
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 which 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 Contract are not employees of the State of Oklahoma or the procuring agency. The supplier'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.

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 supplier 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. Further more 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 precluded 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 will not be unreasonably delayed or withheld.

A.32. BACKGROUND CHECKS AND VERIFICATIONS

At the sole discretion of the State, Contractor may be subject to user background checks. 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 O.S. § Title 62 Section 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, the above information may be given to the contractor after the contract is awarded.

A.33.2. The Contractor will 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 DCS, the State's CIO, or the State Agency Director.

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 580:15-6-21 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 or http://www.ok.gov/OSF/documents/isd_itas.doc.

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

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

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

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

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 Ordering Agency infringes that party's patent or copyright, Contractor will 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 that the State: (i) promptly notifies Contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows Contractor to control, and cooperates with Contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize 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 Contractor determines that none of these alternatives is reasonably available, the State agrees to return the Product to Contractor on Contractor's written request. Contractor will 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 method.

- 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 subcontractor, 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. EQUAL OPPORTUNITY AND DISCRIMINATION

The Contractor certifies that 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.38. IMPOSED CONDITIONS

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

A.39. 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.40. 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.41. 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.42. 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.43. 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.44. 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.45. LICENSED SOFTWARE

- A.45.1.** Under no circumstances will the Contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.
- A.45.2.** 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.46. CONTRACT

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

A.47. 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 results 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 contractors 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.48. LIMITATION OF LIABILITY

To the extent any limitation of liability contained herein 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.49. MEDIA OWNERSHIP (DISK DRIVE AND/OR MEMORY CHIP OWNERSHIP)

- A.49.1.** 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.49.2.** Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract must remain the property of the State of Oklahoma; therefore 'Keep Your Hard Drive' costs must be included in the vendor(s) proposed cost.
- A.49.3.** Personal Identification Information can be retained within electronic media devices and components; therefore, the State cannot 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 vendor to the general public or other entities. Electronic Media Retention by the state-entities for equipment whether purchased or leased must also be applied to replacement devices and components the selected vendor(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 must 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.50. OFFSHORE SERVICES

No offshore services are provided for under the resulting contract.

A.51. 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.52. AGENCY POLICIES

The contractor's employees and/or subcontractors 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.53. COMPLIANCE WITH TECHNOLOGY POLICIES

The Contractor agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures and Guidelines" that can be found at: http://www.ok.gov/OSF/Information_Services/ISD_Publications.html

A.54. 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.55. 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 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.56. 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 will assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor will sign any such applications, upon request, and deliver them to the State. The State of Oklahoma will bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

A.57. 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 Supplier agrees to place into escrow with an independent third party the source code for the software and/or modifications.

A.57.1. The Supplier 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 Supplier under the agreement with the agency;
- b) An assignment by the Supplier for the benefit of its creditors;
- c) A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- d) The filing of a petition in bankruptcy by or against the Supplier 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 Supplier's property;
- f) The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency; or
- g) The ceasing of a Supplier of maintenance and support of the software.

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

A.57.2. 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.58. PERFORMANCE AND UPGRADES

Supplier 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 Supplier shall provide documentation in the response that the supplier 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.59. RIGHT TO NEGOTIATE

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.60. 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.61. 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. Contractor shall not in any way contract on behalf of or in the name 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.62. MANDATORY AND NON-MANDATORY TERMS

- A.62.1.** 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.62.2.** 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 will not be cause for rejection.

A.63. SUBMISSION OF PROPOSAL

- A.63.1.** 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.63.2.** 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.64. SPECIAL PROVISIONS

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

B. SPECIAL PROVISIONS

B.1. GLOSSARY OF TERMS

- B.1.1.** Contractor – A contractor, vendor, supplier, offeror, or bidder.

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 as if he/she were the Contractor 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 will be zero (0) 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 a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If option is exercised, the State will notify the contractor in writing prior to contract end date.
- B.2.4.** Notification to exercise the option to renew the Contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The Contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

B.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 will 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. WARRANTIES

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

B.5. COMMERCIAL OFF-THE-SHELF (COTS) SOFTWARE

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

B.6. 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.

C. SOLICITATION SPECIFICATIONS

The State of Oklahoma has implemented PeopleSoft Financials v8.9. The PeopleSoft application was implemented and is being administered by a central project team within the Office of State Finance (OSF) known as the CORE Project team. Approximately 120 state agencies, boards and commissions are utilizing the PeopleSoft General Ledger and Accounts Payable modules. Agencies are also using the Accounts Receivable module to record deposits. The EPM application is being utilized by agencies for budgeting. A pilot program is currently underway to roll-out Grants, Projects, Contracts, Account Receivable, Billing, Assets, and Inventory functionality to several agencies. OSF also plans to implement the expense module in late 2010 or early 2011.

The State has identified a need to provide improved reporting capabilities for agencies. As a result, the State plans on procuring PeopleSoft Financials Analytics (as a separate contract from this RFP). The state already utilizes Oracle Business Intelligence Enterprise Edition (OBIEE) for its transparency reporting.

The State is seeking to procure services for the installation, setup, configuration and implementation of the Financials Analytics product. The services will cover the complete life cycle of the project including

- Designing and implementing the technical environment
- determining the state reporting requirements,
- analyzing which delivered dashboards/reports will be used,
- determining customizations (if necessary),
- development,
- setting up the data warehouse and ETL functions,
- documentation,
- training, and
- implementation.

The State is also seeking services to assist in the setup of some OBIEE features including 'Delivers' and 'Publisher'.

The State estimates that the Financial Analytics will have approximately 500 – 700 users requiring varying degrees of access depending on their roles and responsibilities. A subset of these users will also need access to Answers to develop their own reports/dashboards.

The State project team will consist of OSF functional and technical staff, as well as, selected state agency staff as needed. These team members will assist in the installation and setup of the technical environment, defining requirements, developing or customizing reports, and testing the proposed solution. The State technical team has two team members dedicated to BI (Business Intelligence) reporting. This BI team will assist throughout all phases of the project. The state team also includes additional resources for database administration, security provisioning, and server administration as needed,

The State has developed 10 – 12 reports that are critical for on-going operational support. These reports have been developed in Crystal or SQR. Currently, each end user is running these reports on an as-needed basis. The State would like to run these reports each evening and disperse them to the users based on the user's security. In addition to this the state wants to deploy dashboards based on the agencies requirements.

C.1 Project Methodology

Describe the project methodology used by your company. Please include an overview of typical project tasks, milestones and deliverables for each project phase utilizing Attachment A.

C.2 Implementation Plan

Using the project methodology phases described above, outline a high-level implementation plan as envisioned for the State Financials Analytics/OBIEE project utilizing Attachment A. In this high-level plan, include required tasks (including a brief description) for a Financials Analytics/OBIEE project. Provide a proposed timeline for each task. Highlight each milestone and list the deliverables for each milestone.

At a minimum, each plan should address the following:

- requirements gathering,
- data warehouse ETL activities
- security
- knowledge transfer
- testing
- training

- roll-out
- post go-live support

C.3 Staffing

Based on the implementation plan outlined above, provide an overview of the staffing requirements for both consulting staff and state staff for each project phase. The staffing plan should include:

- role (including a brief description)
- responsibilities
- state staff and/or consulting staff designation
- number of staff required
- project phase(s) the resource is needed
- timeframe the resource will be needed (by project phase)
- for state resources, list any specific background or training the resource would need

Use Attachment B to outline the staffing roles and requirements. Any additional information can be included in the 'Description' area below (on Attachment B). A general response should be included in Attachment A, also.

C.4 Training

The State anticipates varying levels of training will be required for state resources depending on the user roles. At this time, the following roles have been identified:

- 1) BI technical team – will require knowledge to perform on-going support and training. This would include functions like data architecture, ETL support, administration and OBIEE support.

Identify the training requirements for the BI technical team. Does your organization provide this type of training? If so, provide a list of the training requirements. In addition, provide the proposed pricing in the pricing document, Attachment E.

- 2) End Users – end users will likely fall into one of the following categories:

- a. Users who will use the delivered reports and dashboards. These users will need to know how to login to the system and then a brief overview of how to use the system.
- b. Users who will use the delivered reports and dashboards but will also want to create simple reports or make minor modifications to existing reports. These users will be referred to as 'OBIEE Light' users.
- c. Users who will use OBIEE to create more complex reports and dashboards utilizing the full functionality of OBIEE. These users will be referred to as 'OBIEE Advanced' users.

The state staff, along with consulting staff, will identify and develop the end-user training plan for the state as well as the required training materials to meet the end-user reporting needs. It is anticipated that end-user training will be phased in and not all end-users will be trained prior to implementation.

Identify the training requirements for the end users. Does your organization provide this type of training? If so, provide a list of the training requirements utilizing Attachment A. In addition, provide the proposed pricing in the pricing document, utilizing Attachment E.

C.5 Other

Provide examples of Financials Analytics implementations for (federal/state/local) government customers. Please provide information utilizing Attachment A.

D. EVALUATION

D.1. EVALUATION AND AWARD

- D.1.1.** Proposals will be evaluated on the “best value” determination in accordance with the State of Oklahoma Statute Title 74, Section 85.
- D.1.2.** The State reserves the right to request demonstrations and question clarifications from any or all-responding Contractors.
- D.1.3.** The State reserves the right to accept or reject any or all proposals or any portion thereof and at the State’s discretion may re-issue the same or a modified version of the solicitation.

D.2. COMPETITIVE NEGOTIATIONS OF PROPOSALS

In accordance with Oklahoma Statutes, title 74 subsections 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 mitigate the State’s risks. The State will 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 proposal.

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

- D.2.1.** Negotiations may be conducted in person, in writing, or by telephone.
- D.2.2.** Negotiations will only be conducted with potentially acceptable proposals. The State reserves the right to limit negotiations to those proposals that received the highest rankings during the initial evaluation phase.
- D.2.3.** Terms, conditions, prices, methodology, or other features of the offeror’s proposal 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 proposal.
- D.2.4.** The mandatory requirements of the Request for Proposal shall not be negotiable and shall remain unchanged unless the State determines that a change in such requirements is in the best interest of the State Of Oklahoma.
- D.2.5.** BEST and FINAL – The state may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request. However, the vendor should not expect that the state will ask for best and finals to give the vendor an opportunity to strengthen your proposal. Therefore, the vendor must submit your best offer based on the terms and condition set forth in this solicitation.

D.3. SELECTION CRITERIA

- D.3.1.** The state will award based on the best value for the state of Oklahoma.
- D.3.2.** Staffing – Capabilities and Qualifications
- D.3.3.** Schedule, work plan, and availability
- D.3.4.** Contractor’s experience, capabilities, background and references
- D.3.5.** Price/Cost
- D.3.6.** Firm’s Financial Data – Pass/Fail

D.4. EVALUATION PROCESS

- D.4.1.** Evaluation Process – Determination of Solicitation Responsiveness

The OSF RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. A Proposal Evaluation Team made up of State employees shall be responsible for evaluating proposals. The state may elect to have the vendor(s) proposals reviewed by an independent third-party.

A responsive proposal is defined as a response that meets all the general mandatory requirements as outlined below:

- Responding Bidder Information Sheet complete Form 076sa.
- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004sa.
- Amendments, if issued, are acknowledged.
- All attachments – A thru E are submitted.

Meeting all requirements outlined above allows the proposal to proceed to the evaluation. 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 section process may overlap the other in the evaluation.

D.4.2. Evaluation Process - Evaluation of Proposal

The technical section of the proposal is evaluated based on the required submittals in Section E. The reference section may be completed by a member of the OSF team separate from the technical evaluation team.

D.4.3. Evaluation Process - Evaluation of Cost. Cost evaluations may be completed by a member of the OSF team separate from the technical evaluation team.

Cost comparisons are performed.

D.4.4. Evaluation Process – Demonstrations

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

D.4.5. Best Value Evaluation of Product/Services

D.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 proposal.

D.4.6. The state reserves the right to request a 'best and final' offer from one or more contractors.

D.4.7. 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 solicitation response if requested by the State prior to award.

D.4.8 Financial Status – Pass/Fail, may be completed by a member of the OSF team separate from the technical evaluation team.

E. INSTRUCTIONS TO SUPPLIER

E.1. INTRODUCTION

Prospective contractors are urged to read this solicitation carefully. Failure to do so will be at the contractor's risk. Provisions, terms, and conditions may be stated or phrased differently than in previous solicitations. Irrespective of past interpretations, practices or customs, proposals will be evaluated and any resultant contract(s) will be administered in strict accordance with the plain meaning of the contents hereof. The contractor 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 contractor's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.2. PREPARATION OF PROPOSAL

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

E.3. SUBMISSION OF PROPOSAL

- E.3.1.** Completeness of proposal(s): It is desirable that the contractor respond in a complete, but concise manner. It is the contractor's sole responsibility to submit information in the proposals as requested by the SOLICITATION. The contractor's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the contractor's proposal(s).
- E.3.2.** Copies: the contractor's proposal(s) should be paginated and include an original document, plus Six (6) copies for a total of Seven (7) documents. The documents front pages should indicate original or copy.
- E.3.3.** The contractor should include a "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the contractor's response.

E.4. EXPLANATION TO CONTRACTORS

- E.4.1.** Contractors who need clarification shall contact the Office of State Finance contracting officer shown on the RFP. Oral explanations or instructions will not be binding. Any information given a Contractor concerning a solicitation will be provided promptly to all other Contractors as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other Contractors.
- E.4.2.** Contractors who believe proposal 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 RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- E.4.3.** General Solicitation Questions – Contractor may submit general questions concerning the specifications of the solicitation. These questions will be promptly answered in the form of an Amendment and posted on the DCS website.
- E.4.4.** When posing questions, every effort should be made to be concise and include section references, when possible.
- E.4.5.** Contractors are advised that any questions received after **December 8, 2010** shall not be answered.

E.5. COST OF PREPARING PROPOSAL

All costs incurred by the Contractors for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Contractors. The State of Oklahoma will not reimburse any Contractors for any such costs.

E.6. P-CARDS

The State of Oklahoma has issued P-Cards to most state agencies. The current P-Card contract holder utilizes MASTERCARD.

If awarded a statewide contract will your company accept MASTERCARD: Yes _____ No _____ (check one)

E.7. 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.

- E.7.1.** Completed "Responding Bidder Information" DCS/Purchasing Form 076sa.
- E.7.2.** Completed "Certification for Competitive Bid and Contract" DCS/Purchasing Form 004sa.
- E.7.3.** References – References provided must contain a contact person with full contact information (i.e., current employer, telephone number, mailing address, e-mail address, and fax number). Vendors must submit reference information utilizing Attachments C and D. The state reserves the right to disqualify any vendor based on poor

references or information obtained during the evaluation process. The state will make three (3) attempts to contact each reference provided. If the state is unable to contact the reference, the bidder may be required to assist the state with contact. Inability to contact references may result in disqualification or lower point value to overall score, at the discretion of the state.

E.7.3.1 Firm References – limit to 3 pages –Requirements, 3 references utilizing Attachment C.

Each firm shall submit a firm resume' which should include:

- An overview of the firm (size, # years in business, etc)
- Project references for three projects of similar size and scope implemented within the last five years and that have been using the solution for a period exceeding 12 months.
 - The references must include the Company Name, the solution installed, the name, contact email and phone number of the company contact, and the length of time the company has been using the solution.

E.7.3.2 Employee References – limit to 3 pages each – minimum of two (2) references per employee, and a maximum of four (4) references per employee, utilizing Attachment D.

Each firm must submit employee resumes for the actual employees providing services under this agreement. Substitutions will only be accepted based on the written approval of the State.

- Type of experience being proposed (project management, implementation, training, technical, etc.)
- Number of years of overall experience as well as number of years experience in the proposed software and number of years in the proposed experience. Example: 12 years overall experience, 3 years in the proposed software and 4 years of project management experience. Preference may be given to individuals with experience in the proposed software.
- Project references listing at least two comparable projects they have worked on in the last five years. The references must include the Company Name, contact email, the solution installed, the employee's role(s) on the project, the length of time the employee was assigned to the project, the name and phone number of the company contact, and the length of time the company has been using the solution.

E.7.4. Company Information / Financial Status – Contractor should present information to demonstrate their 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.

E.7.5. Response to Requirements as outlined in Section C.1 through C.5, utilizing Attachments as specified.

E.7.7. Roles and Responsibilities Matrix utilizing Attachment B.

E.7.8. Pricing – Cost proposals must be included utilizing attachment E.

E.7.9. Any software licensing, maintenance or service agreements the Contractor desires, should they be the successful vendor. Agreements not submitted with Contractor's proposal will 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.

E.8. NOTICE OF AWARD

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

F. CHECKLIST

G. OTHER

H. PRICE AND COST- RESPONSES MUST BE SUBMITTED USING ATTACHMENT E.

H.1. Implementation Pricing

Pricing shall be outlined utilizing Attachment E. Pricing shall be submitted in a separate, sealed envelope. Pricing included in the response should include the following components .Consultant roles, hourly rates and estimated hours. These estimated hours should correspond to the plan outlined in Attachment B.

H.1.1 – Provide hourly rate for standard professional services

H.1.2 – Provide separate pricing for each category of consultant proposed (i.e. Project Manager, Web Design, etc)

H.1.3 – Provide separate pricing for each category of consultant proposed (i.e. Project Manager, Web Design, etc)

H.1.4 – Provide separate pricing for each category of consultant proposed (i.e. Project Manager, Web Design, etc)

H.1.5 - Provide separate pricing for each category of consultant proposed (i.e. Project Manager, Web Design, etc)

H.2. - Provide pricing for each type of training provided. Indicate if pricing is per student or per session (or other method).

Course: _____

H.3. - Provide pricing for each type of training provided. Indicate if pricing is per student or per session (or other method).

Course: _____

H.4. - Provide hourly rate for training service, if offered, or other additional services.

H.5. - Define any additional costs not included above.

****** Travel – Travel will be billed at cost and invoiced with supporting documentation. Vendor must submit proposed travel expenses as a separate line item. This is a not to exceed amount, if awarded.**