



State of Oklahoma
Office of State Finance
Information Services Division

Solicitation

1. Solicitation #: 8300001049 2. Solicitation Issue Date: 02/10/2012

3. Brief Description of Requirement:

Contract to maintain the Oklahoma Centralized Support Registry (OCSR), also known as the State Receipt Unit for the Department of Human Services, Child Support Services.

See Schedule of Events in Section E.3. Question regarding this RFP, Write to gai.hunter@osf.ok.gov no later than March 8, 2012 @ 5:00pm cst.

Note to Offerors: To ensure the integrity of the evaluation process, should offerors request responses be opened at a time of RFP due date and time, the State will only read names of offerors in response to this RFP.

4. Response Due Date¹: April 5th, 2012 Time: 3:00 PM CST/CDT

5. Issued By and Return Sealed Bid To:

Personal, Common Carrier or U.S. Postal Delivery:

Office of State Finance

ISD Procurement Attn: Gai Hunter

3115 N. Lincoln Blvd.

Oklahoma City, OK 73105

6. Solicitation Type: Request for Proposal (RFP)

7. Requesting Agency: Oklahoma Department of Human Services

8. Procurement Specialist:

Name: Gai Hunter

Phone: 405-521-6480

Email: gai.hunter@osf.ok.gov

¹ Amendments to solicitation may change the Response Due Date



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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. It is synonymous with successful bidder, successful offeror or successful supplier;
- 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", "supplier" 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. "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.1.19. "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.1.20. "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. For IT and Telecommunication purchasing, references in Oklahoma Central Purchasing Act and Oklahoma Administrative Code 580 to the "State Purchasing Director" shall be replaced with the "State Chief Information Officer". Therefore, all IT and Telecommunication contracts containing the State Purchasing Director's authority shall be replaced with the State Chief Information Officer's authority. For this RFP, the same effect shall apply.
- A.1.21. "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 580:15-4-11

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

A.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
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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.

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 580:15-6-21 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 http://www.ok.gov/DCS/Central_Purchasing/VPAT_&_Accessibility.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 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:

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

A.46. Offshore Services

No offshore services are provided pursuant to this contract.

A.47. Failure to Provide

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

A.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

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.51.1. It is understood and agreed that the Software is being developed by the contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on contractor's reusable or pre-existing intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- A.51.2. Except for any utilities, all work performed by the contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

A.52. Right of Use

- A.52.1. The State has the right to use or not use the software, not including any utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, contractor shall bear no liability for any changes the State makes to such software.
- A.52.2. In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion. With respect to any Utilities, the State shall have the right to perpetual, internal use of the Utilities included in the deliverable.
- A.52.3. Contractor shall assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor shall sign any such applications, upon request, and deliver them to the State. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

A.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. 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.55. 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.56. Mandatory and Non-Mandatory Terms

A.56.1. 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.56.2. 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.57. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Glossary of Terms

- B.1.1. Contractor – A vendor, offeror, supplier or bidder that has been awarded a contract by the State.
- B.1.2. APN - Absent Parent Number (This number is comprised of three leading zeroes and six digits and is unique to the obligor)
- B.1.3. CP - Custodial Parent
- B.1.4. Date of Receipt - Posting of funds concept that credits payments by looking at the date it is received by the SDU
- B.1.5. DCS - Department of Central Services (Oklahoma)
- B.1.6. Effective Dating - Posting of funds concept that credits payment according to the payroll period that it was withheld from the obligor's wages
- B.1.7. FGN - Family Group Number (Case designator)
- B.1.8. NCP - Non-custodial Parent (Formerly referenced as AP, Absent Parent)
- B.1.9. OAS - Oklahoma's Automated System (Currently known as OSIS)
- B.1.10. OCSR - Oklahoma Centralized Support Registry
- B.1.11. OCSS - Oklahoma Child Support Services (formerly known as CSED, Child Support Enforcement Division)
- B.1.12. OKDHS - Oklahoma Department of Human Services
- B.1.13. SDU-State Distribution Unit, may also be referred to as Support Receipt Unit, SRU
- B.1.14. SRU - State Receipt Unit

Note: Current OCSS reference acronym for our Non-custodial customer is NCP. In the past, particularly during the time that our computer system was under development, the same customer was referred to as an Absent Parent or AP. This code remains in our system because of cost and programming limitations, so Supplier should be aware that these terms refer to the same party to a particular case.

B.2. Contract Term, Renewal and Extension Option

- B.2.1. The initial contract period shall begin on the date of award or September 1, 2012, whichever is later and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable contract provisions. The contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the contractor.
- B.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 six (6) options to renew, each for duration of one (1) year. Solicitation responses must include proposed rates for providing service for years one (1) through seven (7).
- B.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.

B.3. Contract Administration

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

B.4. Contractors and Sub-Contractors Obligations

- B.4.1. The contractor agrees that its responsibilities within this contract are unique and may not be assigned or delegated without the written approval of OKDHS. If the contractor cannot perform the services, as identified in the contract, the contractor shall be responsible for subcontracting the services and making alternative arrangements for the provision of the services, only with the prior written approval from the OCSS Coordinator for the Administrative Services Center. The terms of this contract shall be included in any subcontract. Supplier will be liable for any and all additional costs and expenses arising from such subcontract. The contractor shall remain solely responsible for the performance of this contract.
- B.4.2. 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.4.3. 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.4.4. 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.5. IRS Information

The contractor will comply with Internal Revenue Service – Publication 1075 – Tax Information Security Guidelines for Federal, State, and Local Agencies if the data they are hosting, storing, accessing, utilizing, managing, or manipulating contains any federal tax return or federal tax return information with respect to a taxpayer. In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

B.5.1. Performance

- B.5.1.1. All work will be done under the supervision of the contractor or the contractor's employees.
- B.5.1.2. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor is prohibited.
- B.5.1.3. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- B.5.1.4. The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- B.5.1.5. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to OKDHS. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide OKDHS with a statement containing the date of destruction, description of material destroyed, and the method used.
- B.5.1.6. All computer systems processing, storing, or transmitting Federal tax information must meet ISO STD 15408, called common criteria - functional (Protection Profile) and assurance (EAL). To meet functional and assurance requirements, the operating security features of the system must have the following minimum requirements: a security policy, accountability, assurance, and documentation. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
- B.5.1.7. No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.
- B.5.1.8. The contractor will maintain a list of employees authorized access. Such list will be provided to OKDHS and, upon request, to the IRS reviewing office.
- B.5.1.9. OKDHS will have the right to void the contract if the contractor fails to provide the safeguards described above.

B.5.2. Criminal/Civil Sanctions:

- B.5.2.1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- B.5.2.2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.
- B.5.2.3. Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to Suppliers by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

B.5.3. Inspection:

- B.5.3.1. The IRS and OKDHS shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.
- B.5.3.2. Failure to comply with the requirements of this standard may result in funding being withheld from the contractor, and/or full audit and inspection of the contractor's security compliance as it pertains to this contract. This publication is available from the Internal Revenue Service web site by accessing <http://www.irs.gov/pub/irs-pdf/p1075.pdf>

B.6. Information Security

- B.6.1. The contractor will perform an annual audit of information security risk assessment due to the Oklahoma Department of Human Services, Information Security Office by the first day of November of each year for private entities and by the last day in January for public entities. The final information security risk assessment report shall identify, prioritize, and document information security vulnerabilities of the contractor. The contractor is granted 60 working days after final report submission to respond with a mitigation plan for the identified security vulnerabilities. The contractor shall use either the standard security risk assessment created by the Office of State Finance or a third-party risk assessment meeting the ISO/IEC 17799 standards and using the National Institute of Standards and Technology Special Publication 800-30 (NIST SP800-30) process and approved by the Office of State Finance.
- B.6.2. The contractor will disclose any breach of the security of the system following discovery or notification of the breach in the security of the data to any resident of Oklahoma whose encrypted or unencrypted personal information was, or is reasonably believed to have been, acquired by an unauthorized person. The disclosure shall be made in the most expedient time possible and without unreasonable delay to the OKDHS, Information Security Office. The contractor must deliver a final report of the breach post-mortem, citing the reason, sources, affected records, and mitigation plans or actions within 10 business days of breach discovery.
- B.6.3. The contractor will comply with Federal Information Processing Standards – FIPS 200 which promotes the development, implementation, and operations secure information systems within governmental agencies by establishing minimum levels of due diligence for information security and facilitating a more consistent,

comparable, and repeatable approach for selecting and specifying security controls for information systems that meet minimum security requirements. The contractor and all employees under the contract must sign OKDHS Acceptable Use, Confidentiality and Non-Disclosure agreements, User Logon Authorization, Agreement to Safeguard Federal Tax Information, and may be subject to Background Checks (see [Attachments 3, 4, & 5](#)).

B.6.4. User Logon Authorization

B.6.4.1. The contractor will not be granted access to OKDHS information systems without the prior completion and approval of Logon Authorization Request for Non-OKDHS Employees, Form 05SC004E (MID-1-A). Certain types of access may require that a background check and verification be performed prior to granting access. The contractor will notify OKDHS immediately when employees are terminated that have access to OKDHS systems.

B.6.4.2. Any contractor employee or subcontractor who is a case member on an OCSS case or has a personal interest in a case (through a relative or spouse) shall not be permitted to handle transactions on that case.

B.6.5. Background Checks and Verifications

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

B.6.5.2. The security clearance/background check must focus on the areas of responsibility to which the individual will be assigned, for example, individuals who have access to participant addresses must have background checks regarding restraining orders, violent crimes against persons and burglary. Individuals who have access to funds must have background checks regarding bankruptcy, embezzlement, theft, fraud, forgery and personal finance. The contractor should consider any person convicted of crimes related to mishandling of money or security as inappropriate for employment.

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

B.6.6. Fraud Prevention and Bonding

B.6.6.1. The contractor must insure that every person who has access to, or control over, funds collected under this contract is covered by a surety bond in an amount of not less than \$500,000 to protect the State of Oklahoma against losses resulting from the contractor employee theft, malfeasance, fraud or dishonesty.

B.6.6.2. The contractor must ensure that the mail is opened in a different location than that in which receipts are identified and the same employee cannot be assigned to both identification and sorting

B.6.7. Business Continuity and Disaster Recovery

B.6.7.1. The contractor will comply with the Office of State Finance minimum mandatory standards for information security and internal controls for contingency planning and disaster recovery. The contractor will develop business continuity and disaster recovery plans as stated in the Office of State Finance Core Oklahoma Information Security Policy Section 8.0, Business Continuity found at www.ok.gov/coreoklahoma/. The contractor is further required to exercise, not less than annually, the recovery capabilities of developed plans. The contractor must submit exercise summaries annually or as exercises are conducted to the OKDHS Information Security Office.

B.6.7.2. The contractor must have a daily backup of the data transmitted to OCSS and must retain the data for 7 business days, with the ability to retain the data longer if requested.

B.6.7.3. The contractor must provide no interruption in service or loss of computer data and must utilize the most current versions of software.

B.6.7.4. The contractor will ensure that all data transmitted to OCSS is free of computer viruses.

B.6.8. Auditing and Compliance

B.6.8.1. The OKDHS, Information Security Office may, at its discretion, audit the contractor for information security compliance as it pertains to this contract. The contractor must supply corrective action plans for non-compliant audit findings within 30 business days from the receipt of the final audit report from OKDHS. Failure to comply with these requirements may result in funding being withheld from the contractor.

B.6.8.2. The contractor must implement any improvement or site modification indicated by such a physical security review.

B.6.9. Data Destruction by the Contractor

Prior to disposal, all floppy disks, CDs, magnetic tape, hard drives (desktop and server), data DVDs, or other media used in containing OKDHS sensitive information must be destroyed using an erase feature that is sufficient for sensitive information because the information may be recoverable. Sensitive information should be deleted by an overwrite program. All reasonable attempts must

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be made to make data non-recoverable before disposing of any electronic media that contains OKDHS sensitive information. All hardcopy records that contain OKDHS sensitive information must be disposed of through a cross cut paper shredder (shredding both vertically and horizontally) or an equivalent secure destruction process.

B.6.10. The contractor must provide an effective security system for personal computers connected to OAS and LAN systems that will limit access to only those employees given OAS access.

B.7. Confidential Information

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

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

B.8. HIPAA Privacy Rule

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

B.9. Audit

B.9.1. For purposes of this contract, the word "auditor" includes auditors from OCSS, the Department of Human Services, Office of Inspector General, the State Auditor's Office and any other authorized state or federal auditor or outside independent auditor employed by any of these entities.

B.9.2. The contractor shall maintain books, records, documents and other evidence pertaining to its fiscal and banking responsibilities, administrative costs and expenses of the contract, to the extent and in such detail as shall properly reflect all funds receipted and disbursed, all net costs, direct and apportioned and other costs and expenses which relate to the performance of contractual duties under the provisions of the contract for duration of this contract and for a period of seven (7) years following completion and/or termination of the contract. The contractor must be able to produce audit reports for review by OCSS and state, federal or outside auditors. The contractor's accounting procedures and practices shall conform to GAAP, and the costs properly applicable to the contract shall be readily ascertainable.

B.9.3. The contractor agrees that, with no advance notice, OCSS staff may inspect and observe on-site contractor operations.

B.9.4. OCSS reserves the right to complete contractor on-site financial, program and performance audits whenever it is deemed necessary by OCSS. OCSS also reserves the right to request records, documents, papers, and other necessary materials for audit purposes without advance notice. Supplier agrees to provide reasonable access to all records, documents, papers and other necessary materials, at the discretion of the auditors, when requested by the auditors and at no cost to OCSS.

B.9.5. The contractor agrees, upon 24 hours advance notice, to make workspace available to OCSS auditors or other designated state officials. The contractor will also provide the auditors with access to a telephone, FAX machine, photocopier, and access to any computer systems used by the contractor in the performance of this contract.

B.9.6. The contractor agrees to submit a written corrective action plan for approval by OCSS addressing all deficiencies identified in any audit. The corrective action plan shall be provided to OCSS within 30 days of the audit report distribution.

B.10. Documents and Document Storage

B.10.1. Contractor must maintain original source documents until stored electronically or via other retrievable medium, and must maintain records of all processing activities undertaken under the contract. (An electronic image of a check

will satisfy the definition of an "original source document".) Either the original source document or the electronically stored document must be held for seven years.

- B.10.2. All stored documents must be kept in an environmentally controlled and secured location. All documents must be disposed of in a manner that will ensure confidentiality. If a subcontractor is used for document disposal, documentation of proper disposal must be kept. OCSS documents and records must be physically protected from being commingled with other supplier or supplier client records.
- B.10.3. Contractor must keep the above-described documents or storage media available for audit purposes. The records must be available to OCSS upon request, and turned over to OCSS at termination of the contract in a fully organized, labeled and easily accessible form. OCSS must be able to store, read, electronically transmit and print the documents without obtaining additional technology or software.
- B.10.4. Information, computer program elements, reports and other deliverables created under this contract by the contractor or OCSS are the sole property of the State of Oklahoma and shall not be used or released by the contractor any time to information used by contractor relating to the services performed under the contract.
- B.10.5. All information prepared for mailing to employers and/or other child support customers/groups requires prior approval by OCSS. Contractor shall secure OCSS's written approval prior to the public release of any information in written or electronic form which pertains to the status of the activities covered by this contract or which identifies OCSS or OCSS policies expressly or by implication.

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

After award, Contractor shall direct all inquires and correspondence relating to the finalized contract to the following:

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

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

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

B.12. Payment

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

B.13. Commercial Off-The-Shelf (Cots) Software

In the event that contractor 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.

C. SOLICITATION SPECIFICATIONS

C.1. Purpose

This Request for Proposals (RFP) is being issued by the Oklahoma Office of State Finance, Information Services Division (ISD), Procurement Unit, on behalf of the Oklahoma Department of Human Services (OKDHS), Oklahoma Child Support Services (OCSS). The State of Oklahoma intends to secure a contract to maintain the Oklahoma Centralized Support Registry (OCSR), also known as the State Receipt Unit.

C.2. Background

- C.2.1. The Oklahoma Child Support Services (OCSS) Division of the Oklahoma Department of Human Services (OKDHS), State of Oklahoma, provides child support services mandated under Title IV-D of the Social Security Act. This program seeks to assure that children receive a reliable source of support from both parents through providing services including location of non-custodial parents, establishment of paternity and child support orders, enforcement of child support and medical support obligations, and modification of child support orders. OCSS provides services statewide, as well as working nationally and internationally with other states and countries through the efforts of 40 field offices (comprised of OKDHS/OCSS, contracted DA, and other vendor offices) and one centralized state office. Currently, OCSS has an active child support caseload of approximately 201,842 and collections of \$337,326,347 for SFY 2011.
- C.2.2. As mandated by the federal Personal Responsibility and Work Opportunity Act of 1996 and supporting Oklahoma legislation, certain child support payments must be processed by one central unit in the State. This includes both payments received by OCSS and payments deducted by employers in district court child support orders providing for income assignment. For the purposes of this RFP, cases are categorized as either IV-D or non-IV-D, depending on whether OCSS is enforcing the case. Non-IV-D cases are cases not being enforced by OCSS; IV-D cases are cases being enforced by OCSS or a tribal entity; Non-IV-D cases are required to be processed by the OCSR. The OCSR is required to be operated by the State or a supplier responsible to the State. The OCSR must interface with Oklahoma's Automated System (OAS) to document child support payments properly.
- C.2.3. By law the OCSR must use automated procedures, electronic processes such as Electronic Funds Transfer (EFT) and computer driven technology to the maximum extent feasible for efficient and economical receipt of child support payments. Procedures include receipting, identifying, posting, researching and depositing of child support received from non-custodial parents, employers and various other sources.
- C.2.4. Oklahoma's Automated System (OAS) is the official database for the Oklahoma Centralized Support Registry. This system features an integrated case management/fiscal management structure, and is used as the database of all official child support enforcement records for the program, including the OCSR. Supplier will send receipt posting data to OAS by batch file transfers, and have on-line access to OAS for receipt research and resolution. Although OCSS will be converting to an Enterprise system, this conversion should not significantly or negatively impact the OCSR operations. Screen descriptors and fields referred to throughout this document are subject to change with the implementation of the new system.
- C.2.5. All payments to child support recipients will continue to be distributed centrally by OCSS. OAS fiscal functionality includes the following:
 - C.2.5.1. The generation of payer billing statements;
 - C.2.5.2. On-line receipt of collections from individual payers';
 - C.2.5.3. The capability to designate receipts at specific debt levels;
 - C.2.5.4. The capability to enter unidentified collections;
 - C.2.5.5. Batch posting capability;
 - C.2.5.6. Pre-disbursement payment-hold capability;
 - C.2.5.7. Account adjustment functionality;
 - C.2.5.8. Views of account activity and account history at the participant, case and system levels;
 - C.2.5.9. The capability to produce on-line and batch printed account histories.
 - C.2.5.10. For informational purposes, this document includes a sample of current collection statistics from the past fiscal year ([G.1 - Attachment 1](#)).
 - C.2.5.11. Although this RFP details the receipting process as it exists presently, there is a programming proposal in progress which may result in approximately 18% of current receipts being shifted to in-house processing. The changes are expected to occur within the next year (See pricing, RFP Section [H](#)). OKDHS/OCSS provision of receipting information is approximate and OCSS does not guarantee any

minimum or maximum specified number of a specific type of receipt or other documents for Supplier processing.

C.3. Scope of Work

C.3.1. General: Supplier Responsibilities

- C.3.1.1. Establishing and operating the OCSR with staff, equipment and management which fully complies with the provisions of the Social Security Act, Title IV, Part D, Section 454B, as amended, and Oklahoma State Statutes, Title 56 Section 237, et. Seq.
- C.3.1.2. Acquiring and maintaining office space, including office furniture and computer equipment for system access, which meets detailed criteria of this RFP in housing the OCSR. Supplier must also provide, at its expense, office space, office furniture, computer equipment and parking for at least one OCSS staff person at contract site. OCSS reserves the right to reject Supplier's office space selection and require a new selection if OCSS determines it is unsuitable either geographically or functionally at the making of the contract or anytime thereafter. OCSS requires that the Supplier be able to make daily deposits electronically each day prior to 6:00 p.m. CST.
- C.3.1.3. Establish security system for personal computers accessing OAS and LAN systems that meets or exceeds the OKDHS Information Technology Standards. Supplier understands and agrees that OAS network connection and software shall only be used in the performance of duties under this contract, and the usage of the network and software for unauthorized purposes or by unauthorized persons may result in termination of the contract.
- C.3.1.4. Purchasing, obtaining, installing, programming and maintaining necessary automation hardware (including, but not limited to personal computers, LAN servers, hubs, wiring, data lines to OAS, printers modems and other peripherals) and software to inquire, update and maintain connectivity and communication with OAS and file transfer of payments. OAS transactions will be provided to Supplier without cost. Supplier will be responsible for all station and data wiring and the loading and configuring of software and hardware on its personal computers and printers to make them compatible with OKDHS Data Services Division (DSD) and OCSS standards, OAS and have document generation capabilities. The punch down panel and jacks at workstations should be 568B wiring configuration and cabling should be category five (5) cabling. OCSS will provide the router/gateway device and Supplier's computer equipment must meet gateway, space, environment and power requirements. OCSS will also provide the Off Premise Extension (OPX's) to connect to the OCSR. Supplier must provide access for OCSS, or its designee, to complete network/gateway installation tasks, for repair and maintenance of OCSS equipment and wiring and for any required programming of Supplier's computer equipment to make it compatible with OKDHS data systems. For information relating to OKDHS Technology standards, please reference the following: www.okdhs.org/divisionsoffices/isd/dsd/
- C.3.1.5. Supplier shall provide OKDHS with and maintain copies of any proprietary software that is necessary for researching the identity of payments and resolving payment questions. This is to be provided free of additional costs to OCSS and is to include all licensing and user fees.
- C.3.1.6. Insuring physical security of the site where child support payments will be processed.
- C.3.1.7. Provide, at a minimum, office staff sufficient to answer OCSS inquiries and resolve routine OCSS issues during each State business day (Monday through Friday from 8:00 A.M. to 5:00 P.M, excluding holidays officially recognized by the State and inclement weather days as designated by the Governor). Supplier may need to increase staffing and hours as volume demands. (See Turnaround time, Section [C.3.2.2](#))
- C.3.1.8. Agree not to access any database or system maintained by OCSS, or which may be accessible to Supplier pursuant to this contract due to arrangements made by OCSS with other agencies or entities, for any purpose not directly related to the purposes of the contract.
- C.3.1.9. Establish an accounting system in compliance with Generally Accepted Accounting Principles (GAAP). This includes, but is not limited to, separation of duties, use of control numbers, and reporting of transactions so that they can be easily tracked for research and audit. All accounting policies and procedures established by Supplier shall be subject to OCSS review and approval.
- C.3.1.10. Ensure that every person who has access to, or control over, funds collected under this contract is covered by a surety bond in an amount of not less than \$500,000 to protect the State of Oklahoma against losses resulting from Supplier employee theft, malfeasance, fraud or dishonesty.
- C.3.1.11. Agree to reimburse the State of Oklahoma for any mistakes or other negligence on the part of its company or company employees at actual value of the item in addition to any legal or other associated fees which arise as a result of the incident. Supplier understands that the Attorney General has released an opinion which states that a state entity cannot assume liability for contractor damages due to entity responsibility as a custodian of public funds.

- C.3.1.12. Accept EFT files in compliance with NACHA rules and guidelines.
- C.3.1.13. Accept and following all OCSS instructions for any special handling of cases, either one-time or recurring.

C.3.2. Specific: Supplier Responsibilities

C.3.2.1. Batch Processing

Supplier will post receipt information to the proper accounts by batch file transfer. The format for batch transfer is detailed on [Attachment 2](#). The required data elements for receipt entry are as follows:

C.3.2.1.1. Normal Distribution Receipts:

- C.3.2.1.1.1. Case Identifier - Absent Parent Number (APN) or Family Group Number (FGN), up to 12 numbers;
- C.3.2.1.1.2. Absent Parent (AP) Last Name - up to 20 characters;
- C.3.2.1.1.3. Receipt Amount - up to \$9,999,999.99;
- C.3.2.1.1.4. Distribution Code - internal identifier, one character;
- C.3.2.1.1.5. Type of Payment - internal identifier, two characters;
- C.3.2.1.1.6. Payment Description - check number, other state abbreviation, etc., up to 20 numbers and/or characters;
- C.3.2.1.1.7. CFCD Date - date the receipt is deposited in bank, will default to current date and may have to be overridden (12 numbers);
- C.3.2.1.1.8. Collection Date - date the payment received by the OCSR or the local office, will default to CFCD date and may have to be overridden (12 numbers);
- C.3.2.1.1.9. Effective Date - collection date (OK is a date of receipt state);
- C.3.2.1.1.10. Trace Number - unique number for each receipt, can be Supplier-generated, up to 15 numbers.
- C.3.2.1.1.11. SRU FIPS Field - 5 letters or characters
- C.3.2.1.1.12. Obligation Sequence

C.3.2.1.2. Unidentified Receipts (receipts received with insufficient data to post to a payor's account in OAS for distribution; additional requirements are described in the section [C.3.2.5](#)):

- C.3.2.1.2.1. Case Identifier - not required, OAS will assign "0";
- C.3.2.1.2.2. Receipt Amount - up to \$9,999,999.99;
- C.3.2.1.2.3. Distribution Code - internal identifier, one character;
- C.3.2.1.2.4. Undistributed Type - the letters "UN";
- C.3.2.1.2.5. Type of Payment - internal identifier, two characters;
- C.3.2.1.2.6. Payment Description - check number, other state abbreviation, etc., up to 20 numbers and/or characters;
- C.3.2.1.2.7. CFCD Date - date the receipt is deposited in bank, will default to current date and may have to be overridden (12 numbers);
- C.3.2.1.2.8. Collection Date - date the payment received by the OCSR or local office, will default to CFCD date and may have to be overridden (12 numbers);
- C.3.2.1.2.9. Effective Date - same as Collection Date;
- C.3.2.1.2.10. Trace Number - unique number for each receipt, can be Supplier-generated, up to 15 numbers, and,
- C.3.2.1.2.11. Notes - information to identify the receipt; names and addresses, check description, etc., up to 100 characters and/or numbers.

C.3.2.1.3. First-time Receipts for Non-IV-D cases (additional requirements are described in the section titled "Payments for Non-IV-D Cases" [C.3.2.7](#)):

- C.3.2.1.3.1. When a new case is created on the day of receipt:
 - C.3.2.1.3.1.1. Case Identifier - Absent Parent Number (APN) or Family Group Number (FGN), up to 12 numbers;

- C.3.2.1.3.1.2. Absent Parent (AP) Last Name - up to 20 characters;
 - C.3.2.1.3.1.3. Receipt Amount - up to \$9,999,999.99;
 - C.3.2.1.3.1.4. Distribution Code - internal identifier, one character;
 - C.3.2.1.3.1.5. Type of Payment - internal identifier, two characters;
 - C.3.2.1.3.1.6. Payment Description - check number, other state abbreviation, etc., up to 20 numbers and/or characters;
 - C.3.2.1.3.1.7. CFCD Date - date the receipt is deposited in bank, will default to current date and may have to be overridden (12 numbers);
 - C.3.2.1.3.1.8. Collection Date - date the payment received by the OCSR or local office, will default to CFCD date and may have to be overridden (12 numbers);
 - C.3.2.1.3.1.9. Effective Date - same as Collection Date;
 - C.3.2.1.3.1.10. Trace Number - unique number for each receipt, can be Supplier-generated, up to 15 numbers.
- C.3.2.1.3.2. When a new case cannot be created on the day of receipt:
- C.3.2.1.3.2.1. Case Identifier - not required, OAS will assign "0";
 - C.3.2.1.3.2.2. Receipt Amount - up to \$9,999,999.99;
 - C.3.2.1.3.2.3. Distribution Code - internal identifier, one character;
 - C.3.2.1.3.2.4. Undistributed Type - the letters "UN";
 - C.3.2.1.3.2.5. Type of Payment - internal identifier, two characters;
 - C.3.2.1.3.2.6. Payment Description - check number, other state abbreviation, etc., up to 20 numbers and/or characters;
 - C.3.2.1.3.2.7. CFCD Date - date the receipt is deposited in bank, will default to current date and may have to be overridden (12 numbers);
 - C.3.2.1.3.2.8. Collection Date - date the payment received by the OCSR or local office, will default to CFCD date and may have to be overridden (12 numbers);
 - C.3.2.1.3.2.9. Effective Date - same as Collection Date;
 - C.3.2.1.3.2.10. Trace Number - unique number for each receipt, can be Supplier-generated, up to 15 numbers;
 - C.3.2.1.3.2.11. Notes - information to identify the receipt; names and addresses, check description, etc., up to 100 characters and/or numbers.

C.3.2.2. Turnaround Time

C.3.2.2.1. Timely and accurate processing of all incoming documents and payments is of utmost importance to OCSS and will be a major benchmark for assessing Supplier's performance. Turnaround time will be closely monitored by OCSS and will be an important component of audits conducted by OCSS. The number of receipts for processing is generally highest on Mondays, Tuesdays, at the end of the month and after holidays.

C.3.2.2.2. Except for times when Supplier must contact the sender of a payment for further information or conduct further research, the completion time for processing from receipt of payment to successful completion is by the end of the day of receipt, at the times stated below.

C.3.2.2.3. Successful completion occurs when the following conditions are met:

- C.3.2.2.3.1. Files have been batch-transferred to OCSS, to update the appropriate accounts in OAS, by 6:00 P.M. CST, and
- C.3.2.2.3.2. Incomplete receipts and documents that cannot be otherwise processed have been prepared for mailing back to the sender and delivered to OCSS STO at 2409 N. Kelley Annex, Oklahoma City, OK (see section titled "Mailing Responsibilities", [C.3.2.8.](#)) by 5:00 P.M. CST, and
- C.3.2.2.3.3. Current-day receipts have been deposited by 6:00 P.M. CST

C.3.2.2.4. Supplier staffing shortfall will not constitute a circumstance warranting waiver of the requirements of this section. Supplier is to notify the OCSS Contract Monitor, or a designated alternative contact person,

immediately of any circumstances either known or anticipated that would prevent meeting the requirements of this section.

- C.3.2.2.5. OCSS's OAS will be accessible, at a minimum, from 7:00 a.m. to 6:00 p.m. CST, Monday through Friday, excluding state holidays. OCSS's OAS is generally available 24 hours a day, excluding state holidays and scheduled maintenance periods.
- C.3.2.3. Mail
 - C.3.2.3.1. Receipt: Mail must be picked up at least once per workday by 9:00 a.m. from the OCSS provided Post Office Boxes; once mail is picked up it must be worked to satisfy the turnaround times set forth herein. All registered, certified, special delivery and other mail requiring special handling will be signed for legibly. Supplier must keep a file or other record of these mail receipts. Items will be sorted and processed as they are picked up from the Post Office. The pick up times may be changed, with OCSS's consent, to facilitate expeditious payment processing by Supplier.
 - C.3.2.3.2. Sorting: Supplier may utilize high-speed machinery to process mail containing payments, provided that such machinery will not damage the contents or mailing envelope. Supplier must identify and sort payments for processing quickly and accurately through the combined use of computer software and (as needed to meet timing requirements) manual labor.
 - C.3.2.3.3. Included correspondence: Correspondence arriving with payments will be reviewed by Supplier to determine if address updating (See "Processing Examples", Section C.3.2.4.) is required or if the information must be forwarded to OCSS sites for resolution and response. After address updating is completed, correspondence will either be destroyed by weekly shredding or forwarded to OCSS daily. Documents must be imaged and viewable when accessed by OCSS's system.
 - C.3.2.3.4. Screening: Returned items must be listed on a database accessible by OCSS. Payment items and payment identification documents must be screened for completeness and accuracy before they can be processed. It is Supplier's responsibility to develop a comprehensive screening procedure. Examples of items that must be identified by screening include, but are not limited to:
 - C.3.2.3.4.1. Agreement of numeric and written check amounts,
 - C.3.2.3.4.2. Postdated negotiable documents,
 - C.3.2.3.4.3. Stale dated negotiable documents,
 - C.3.2.3.4.4. Non-personalized (temporary or counter) checks,
 - C.3.2.3.4.5. Personal or employer checks with no signature,
 - C.3.2.3.4.6. Blank or incorrect payee line on negotiable document,
 - C.3.2.3.4.7. Dollar amount discrepancy between check and source document,
 - C.3.2.3.4.8. Employer listing with no payment,
 - C.3.2.3.4.9. Foreign currency,
 - C.3.2.3.4.10. Payment without OCSS account number,
 - C.3.2.3.4.11. Altered dollar amounts,
 - C.3.2.3.4.12. Interstate collections,
 - C.3.2.3.4.13. Collections of cash and/or money orders, with or without billing statements or account numbers,
 - C.3.2.3.4.14. Collections with debt designations,
 - C.3.2.3.4.15. Unidentified collections, and
 - C.3.2.3.4.16. Items with a history of insufficient funds,
 - C.3.2.3.4.17. Checks made payable to multiple payees,
 - C.3.2.3.4.18. Checks made payable to incorrect payee,
 - C.3.2.3.4.19. Items with special instructions received from OCSS offices.
- C.3.2.4. Processing Examples:

The types of receipt items to be processed (and, in some cases, the method of handling) generally include, but are not limited to, the following:

 - C.3.2.4.1. A standard OCSS statement with check(s);

- C.3.2.4.2. Check(s) and employer listing(s) with additional obligor name(s), SSN(s) and/or payment amount(s) written on the check form;
- C.3.2.4.3. Check(s) and court transmittal document including obligor name(s) and SSN(s) and payment amount(s);
- C.3.2.4.4. A single payment identification document with multiple checks totaling the amount due;
- C.3.2.4.5. A single payment identification document with a single check totaling the amount due;
- C.3.2.4.6. Multiple payment identification documents with a single check totaling the amount due;
- C.3.2.4.7. Money order documents accompanied by payment identification documents or other information necessary to post payments;
- C.3.2.4.8. Electronic fund transfers, credit and debit card payments, bank drafts. Supplier must: 1) be able to accept and process EFT payments using the formats prescribed by the Bankers EDI [Electronic Data Interchange] Council and NACHA [National Automated Clearing House Association], and enroll employers and others desiring to make electronic payments; 2) accept credit and debit card payments through a web-based application, and 3) accept and process payments by bank drafts. Supplier's process must include the ability to connect with and process information to Oklahoma's Supplier for clearing credit card transactions;
- C.3.2.4.9. Collections forwarded from the local OCSS offices. (OCSS will supply envelopes and forms for OCSS local offices to use to forward payments received there. The form will allow full identification of the payor and case and the date of receipt. Supplier will otherwise process these receipts in the usual manner);
- C.3.2.4.10. Payments received from the Oklahoma Tax Commission and Oklahoma Employment Security Commission with a single check totaling the amount due with a list identifying the obligor's account number and/or SSN. Payments to OCSS from the Internal Revenue Service are not included in the contract;
- C.3.2.4.11. Checks received on which written and numeric amounts do not agree. (Process if research determines the written amount is the correct amount. Otherwise Supplier will return the check and payment identification document to the payor with an appropriate form letter requesting clarification);
- C.3.2.4.12. Postdated checks of more than one week and "stale" checks dated six months or more prior to receipt, or other date indicated on the instrument. (Supplier will return the check and payment identification document to the payor with a OCSS approved form letter);
- C.3.2.4.13. Personal checks with no signature. (Supplier will return the check and payment identification document to the payor with a OCSS approved form letter);
- C.3.2.4.14. Employer checks with no signature. (Supplier will return the check and payment identification document to the payor with a OCSS approved form letter);
- C.3.2.4.15. Checks written to incorrect payee. (Supplier will return the check and payment identification document to the payor with an appropriate form letter. A list of acceptable payees will be provided to Supplier);
- C.3.2.4.16. Check with employer listing indicating name, SSN and/or address changes for obligor. (Process payment, enter updated address data in OAS. Address updating in OAS for this and other examples consists of accessing OAS on-line and typing new street address/city/state/zip. All other changes will be referred to OCSS for handling);
- C.3.2.4.17. Check with OCSS statement indicating name, SSN and/or address changes for the obligor. (Process payment, enter data/refer to OCSS as described above);
- C.3.2.4.18. Employer listing without payment. (If employer indicates payment is due, Supplier will contact employer and request immediate remittance of payment. If employer indicates no payment is due, but the form contains information regarding changes in the obligor's employment status, refer to OCSS for further handling);
- C.3.2.4.19. OCSS statement without payment. (If the document indicates a name/ SSN/address change and/or additional information, enter data/refer to OCSS as described above);
- C.3.2.4.20. Payment in cash. (Process as a cash deposit, in accordance with OCSS internal control procedures, using all precautions necessary to safeguard payment. Supplier will generate payment instructions to the Payor regarding proper remittance of future payments, i.e., remittance by money order, employer/cashier's/certified or personal checks only);
- C.3.2.4.21. Foreign currency. (Forward, with source documentation, to OCSS for handling);
- C.3.2.4.22. Employer or out-of-state child support agency listing where the total payment amount does not match the amount of accompanying backup information: (Supplier will contact employer or out-of-state child

support agency to resolve inconsistencies. Post the amount for each obligor as specified by employer or out-of-state agency);

- C.3.2.4.23. Payments from out-of-state child support agencies indicating a cost recovery withholding. (Requires two transactions, one to post the reduced amount to the payor's account, and one to post to the cost recovery account.);
- C.3.2.4.24. Personal checks without a payee. (Supplier will stamp payee line with "Oklahoma Centralized Support Registry". Supplier will otherwise process these receipts in the usual manner.);
- C.3.2.4.25. Employer checks without a payee. (Supplier will stamp payee line with "Oklahoma Centralized Support Registry". Supplier will otherwise process these receipts in the usual manner.);
- C.3.2.4.26. Personal checks that are undated. (Supplier will add date of receipt to the date line. Supplier will otherwise process these receipts in the usual manner.);
- C.3.2.4.27. Employer checks that are undated. (Supplier will add date of receipt to the date line. Supplier will otherwise process these receipts in the usual manner.).
- C.3.2.5. Unidentified Receipts: Those not immediately identified to the correct payor/payee account in OAS. It should be noted that individual Non-custodial Parents (NCPs) and Custodial Parents (CPs) may have multiple accounts in OAS.
 - C.3.2.5.1. Research on unidentified receipts consists basically of identifying the proper case number by a) reading one or two of approximately 14 OAS screens to determine the case number by using the NCP or CP name, SSN, or an associated case number, or b) calling or writing a letter to the NCP, CP, or employer to determine the case number.
 - C.3.2.5.2. Receipts remaining unidentified at the end of the day, mentioned in [C.3.2.1.2.](#), will be deposited and logged internally (for tracking purposes) with appropriate notes.
 - C.3.2.5.3. An unidentified receipt can be researched for up to three business days. Supplier may extend the research hold for an additional three business days if there is sufficient documentation to indicate payment identification will be made within the additional time.
 - C.3.2.5.4. When the receipt is identified to an appropriate case it shall be logged to the case in the normal manner.
 - C.3.2.5.5. If adequate information to process the receipt is not received or developed within the holding period, Supplier will direct OCSS staff to return the payment to the sender by transmitting the payment to OAS with a "0" case number, coding it "UN", and adding a note referring to the payment's entry in Supplier's internal tracking system.
 - C.3.2.5.6. If adequate information to return the payment to the payor is not available, Supplier will transmit the payment to OAS with a "0" case number, coded "UN", and add a note directing OCSS to send the payment to the state general fund.
 - C.3.2.5.7. Supplier's progress in identifying receipts by the end of the day of receipt, and resolving receipts previously logged internally as unidentified will be closely monitored by OCSS and will be important components of audits conducted.
- C.3.2.6. Payments for Non-IV-D Cases: As defined in this RFP, Non-IV-D cases are cases not being enforced by OCSS, in which a support order was initially issued in the State of Oklahoma and in which the income of the non-custodial parent is subject to withholding. OCSS creates about 12 new Non-IV-D cases per month.
 - C.3.2.6.1. As described above, the OCSR will process receipts for all IV-D cases, and Non-IV-D cases
 - C.3.2.6.2. The first payment received for a particular Non-IV-D "case" (the payment document may be a check, a OCSS Data Registry Sheet from an employer with a single or multiple employee listing, or an income assignment order from a private attorney) will require the creation of an OAS case (or updating of an active OAS case
 - C.3.2.6.3. The payment will then be deposited and handled as a normal distribution receipt as described in the section titled "Batch Processing", [C.3.2.1](#) when CCR (Centralized Case Registry) provides a case number.
 - C.3.2.6.4. The payment will be handled as an "Unidentified Receipt", as described in [C.3.2.5.](#), until a case is created.
 - C.3.2.6.5. Subsequent receipts received for the same Non-IV-D case will be processed as a normal distribution receipt after a proper case is created.

- C.3.2.7. Mailing Responsibilities: OCSS will assume the responsibility for mailing items, previously described herein, that must be returned to senders. Supplier will deliver the items, in pre-addressed envelopes, containing Supplier-prepared return correspondence, if applicable, to OCSS, for mailing.
- C.3.2.8. Accounting Standards and Fiduciary Responsibilities
 - C.3.2.8.1. All collections proceeds will be deposited into a bank account designated and maintained by the Oklahoma State Treasurer (OST).
 - C.3.2.8.2. Supplier is responsible for performing a daily reconciliation between dollars received, dollars posted and dollars deposited. Supplier will provide OCSS with appropriate reconciliation records daily.
 - C.3.2.8.3. Checks or WebPay direct debits deposited that are not collected and are returned unpaid due to insufficient funds will not be redeposited. OCSS will be notified by OST about returned checks and OCSS will supply returned check information to Supplier on a daily basis. Supplier will be responsible for the face amount and costs of any items returned unpaid after Supplier has notice of a first occurrence. Supplier will provide these funds to OCSS on a monthly basis. Supplier shall require payees to submit future payments in the form of a cashiers check or money order after the first instance of an insufficient funds check. OCSS may make a determination to resume acceptance of checks formerly designated as unacceptable.
 - C.3.2.8.4. Supplier will establish and implement procedures to control all collections received using standard accounting control measures such as the use of control numbers. Personnel duties must be separated so that no single person has complete control over accounting transactions, program changes and data entry. Supplier must establish accounting policies and procedures, maintain records and supply reports to OCSS periodically and as requested by OCSS. Supplier shall be responsible for establishing and maintaining additional accounting policies, procedures and records as required to control and document all fiscal activities. All accounting policies, records, procedures and reporting, including expense charging practices, shall be subject to federal and OCSS approval. All accounting relationship and related business organizations and subcontractors must be clearly defined.
 - C.3.2.8.5. Accounting procedures must comply with Generally Accepted Accounting Principles (GAAP).
 - C.3.2.8.6. Supplier shall have an error rate of less than three tenths of one percent (0.3%). Errors occur when Supplier fails to:
 - C.3.2.8.6.1. Correctly record in OAS any required data element;
 - C.3.2.8.6.2. Process a receipt within the time standards of the contract;
 - C.3.2.8.6.3. Identify and return to a payor or employer any unacceptable payments and documents, and
 - C.3.2.8.6.4. Resolve unidentified and undated receipts as specified herein.
 - C.3.2.8.6.5. Log payments to the correct case
 - C.3.2.8.6.6. Stop processing of payments on the Return List.
 - C.3.2.8.7. Supplier's error rate will be calculated by dividing the number of errors by the number of transactions.
 - C.3.2.8.8. Supplier will provide, in its proposal submission, the accounting policies and procedures it will use to control and document all fiscal activities.
 - C.3.2.8.9. Supplier must ensure that persons responsible for handling cash do not participate in accounting or operating functions which would permit them to conceal in the accounting records the misuse of support collection. Such methods of administration shall follow GAAP.
- C.3.2.9. Personnel
 - C.3.2.9.1. Supplier must provide an adequate staff of experienced personnel to process the number of support payments received, capable of and devoted to the successful accomplishment of the work to be performed under this contract.
 - C.3.2.9.2. Supplier must staff the OCSR with the following personnel:
 - C.3.2.9.2.1. On-site OCSR Manager - Minimum qualifications for the On-site OCSR Manager are a bachelor's degree in accounting, finance or business administration, or equivalent experience, and five (5) years experience in managing a collection or accounts receivable environment. It is preferred that the On-site Manager will have experience with child support enforcement processes. OCSS reserves the right to accept or reject candidates for the position of Supplier's On-site OCSR Manager. In the event the person placed as the On-site Manager terminates employment with Supplier during the term of the contract, OCSS requires a gradual turnover period before the position is vacated and subsequently

filled. OCSS and Supplier will agree to the length of the turnover period once contract performance is commenced.

C.3.2.9.2.2. Supervisors - As determined by Supplier.

C.3.2.9.2.3. Receipt Workers - As determined by Supplier.

C.3.2.9.2.4. Training Staff - As determined by Supplier.

C.3.2.9.2.5. Mailroom Staff - As determined by Supplier.

C.3.2.10. Reports

C.3.2.10.1. Supplier will produce the following reports regarding the OCSR:

C.3.2.10.1.1. A daily report showing an item count of any processing backlog at the end of the day, and where in the work flow the backlog exists;

C.3.2.10.1.2. A daily report, by item, of dollars received, posted, and deposited.

C.3.2.10.1.3. A daily reconciliation report, as specified in the section titled "Accounting Standards and Fiduciary Responsibilities C.3.2.9";

C.3.2.10.1.4. . A monthly report, by case, of all new cases created;

C.3.2.10.1.5. A daily report showing, by item, of all returned collections, and the reason for the return;

C.3.2.10.1.6. A monthly summary of all reports;

C.3.2.10.1.7. Other reports as requested by OCSS;

C.3.2.10.2. All report formats must be approved by OCSS;

C.3.2.10.3. Daily reports are to be submitted the next business day. Monthly reports are to be submitted by the 5th of the following month.

C.3.2.10.4. OCSS requires that our designated agency representatives have ongoing access to reports as needed.

C.3.2.11. Training

C.3.2.11.1. At OCSS's discretion, OCSS will conduct up to three (3) one-week training sessions for Supplier's staff. Each class will be limited to ten (10) persons.

C.3.2.11.2. All Supplier employees must take and pass a proficiency examination after training.

C.3.2.11.3. Training will occur at the OCSS State Office in Oklahoma City.

C.3.2.11.4. The training curriculum will consist of OCSS policy and procedures and OAS training. Areas to be covered are:

C.3.2.11.4.1. Overview of OKDHS programs and structure and an overview of the Child Support Enforcement program and its administrative structure;

C.3.2.11.4.2. E-Mail access and use;

C.3.2.11.4.3. Definition of commonly used OCSS terminology;

C.3.2.11.4.4. Case log reading and updating;

C.3.2.11.4.5. Case initiation - CSNA;

C.3.2.11.4.6. Finance overview;

C.3.2.11.4.7. Receipt research and identification;

C.3.2.11.4.8. Receipt processing and posting;

C.3.2.11.4.9. Unidentified receipt resolution;

C.3.2.11.4.10. Address updating;

C.3.2.11.5. Curriculum focus will be on OAS case creation and finance screens, and screens used for receipt research. The training will contain practical examples that will use a step-by-step approach to teach case researching and extracting answers.

C.3.2.11.6. Supplier will be responsible for all training of its personnel subsequent to the three OCSS sessions.

C.3.2.11.7. Supplier shall insure that, while the SDU Unit will exist at a location separate from OCSS, it must, through close coordination with OCSS, appear to the public as "seamless", i.e., as another unit of OCSS.

C.3.2.12. Project Start-up/Phase-in

- C.3.2.12.1. Supplier will have its Unit Manager designated within thirty (30) days after award of the contract.
- C.3.2.12.2. Supplier will provide evidence of bonds, insurance and background checks within thirty (30) days after award of the contract.
- C.3.2.12.3. OCSS training will begin forty-five (45) days after award of the contract.

D. EVALUATION

D.1. Evaluation and Award

- D.1.1. Offers shall be evaluated on the “best value” determination.
- D.1.2. The State reserves the right to request demonstrations and question clarifications from any or all-responding suppliers.
- D.1.3. The State of Oklahoma intends to award this contract to a single supplier, however, the State reserves the right to award the contract to multiple suppliers when deemed to be in the best interest of the State. Proposal Clarification Questions

D.2. 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 suppliers. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the supplier(s) shall put such clarifications in writing.

D.3. Competitive Negotiations of Offers - Optional

The State of Oklahoma reserves the right to negotiate with one, selected, all or none of the suppliers 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 suppliers, for any and all items in the supplier’s offer.

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

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

D.4. OKDHS will not assume that a Supplier possesses any capability or deliverable not specifically stated in Supplier proposal.

D.5. This RFP will be evaluated on the following:

- D.5.1. Technical Proposal: organization, content, and quality of proposal, and adherence to solicitation requirements; available resources designated for this contract.
- D.5.2. Past Performance: prior experience and references from contacted sources as well as how this experience may relate to Scope of Work in the RFP. Evaluation may include review of Better Business Bureau records as well as Oklahoma Department of Central Services vendor file materials.
- D.5.3. Company Staffing and Financial Resources: management of company, staff experience, and financial capacity of company.
- D.5.4. Pricing

D.6. The evaluation team will be instructed to carefully scrutinize all materials submitted for compliance with the RFP requirements. It is important that a Supplier who is operating a child support centralized support registry be detail oriented and be able to specifically follow written instructions. Any lack of adherence to the RFP guidelines for submission, or a substantial lack of quality in the materials submitted (including typographical, grammatical, spelling, or other errors), may result in a decrease in score, depending on the severity of the omission or error.

D.7. For Financial Resource evaluation purposes, showing available cash on hand as a company resource may be viewed more favorably than outstanding lines of credit. Outstanding lines of credit may not be sufficient to meet the required standard of being able to operate for 60 days without assistance from any other source.

D.8. 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 supplier and shall result in a binding contract.

E. INSTRUCTIONS TO OFFEROR

E.1. Introduction

Prospective suppliers are urged to read this solicitation carefully. Failure to do so shall be at the supplier'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 supplier 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 supplier's failure to read and understand any term or condition in this solicitation constitute grounds for a claim after contract award.

E.2. Restrictions on Communication

From the issue date of this RFP until a successful supplier is selected and the selection is announced, Suppliers are not allowed to discuss this RFP with any individuals who were involved in developing this solicitation or are part of this RFP selection process except through the Procurement Specialist named herein unless the discussion is part of the RFP negotiation process or otherwise instructed by the Procurement Specialist. For violation of this provision, the State reserves the right to reject the response of the offending supplier.

All questions about this RFP must be directed IN WRITING by way of email to the Procurement Specialist named herein and as date shown in the Schedule of Events. Oral explanations or instructions shall not be binding. Answers to all written questions will be posted on the Office of State Finance Website (www.osf.ok.gov) either as a clarification or as an amendment. If that information is necessary in submitting an offer or if the lack of it would be prejudicial to other suppliers, the amendment will be issued. No questions after deadline of question submission will be accepted, reviewed or answered.

Gai Hunter, Procurement Specialist

Email: Gai.Hunter@osf.ok.gov

E.3. Schedule of Events

The State reserves the right to alter these dates, issue amendments to this RFP, cancels, or re-issue this RFP at any time for any reason.

This RFP will be governed by the following schedule:

Content	Date
RFP release	No later than February 16 th , 2012
Deadline for written questions	No later than March 8 th , 2012 @5:00PM*
Deadline for written answers posted on the Web	March 19 th , 2012 @5:00PM*
Deadline for RFP submission	April 5 th , 2012 @3:00PM*
Evaluation period	April 6 th , 2012 – TBD**
Notice of award	TBD**

Note: *Time zone is US Central Time. ** Date to be determined

E.4. Preparation of Offer

E.4.1. Any usage amounts specified are estimates only and are not guaranteed to be purchased.

E.4.2. Information shall be entered on the form provided or a copy thereof.

E.5. Submission of Offer

E.5.1. Completeness of offer(s): It is desirable that the suppliers respond in a complete, but concise manner. It is the supplier's sole responsibility to submit information in the offer as requested by the solicitation. The supplier's failure to submit required information may cause its offer to be rejected. However, unnecessary information should be excluded from the supplier's offer.

E.5.2. Copies: the supplier's offer should be paginated and include an original document, plus five (5) copies for a total of the entire proposal. The documents' front pages should indicate original or copy. The preferred format for proposals is enclosure in a 3-ring binder. All proposals submitted become the property of the State of Oklahoma and will not be returned.

E.5.3. The supplier should include one complete copy of the proposal in a "machine readable" version, preferably in Adobe Reader or Microsoft WORD format, on CD or DVD, of the supplier's offer.

E.6. Proposals Are Subject to Oklahoma Open Records Act

- E.6.1. To the extent permitted by the Oklahoma Open Records Act, 51 O. S. (2001) § 24A.1-27, the suppliers proposals will not be disclosed, except for purposes of evaluation, prior to approval by the CIO of the resulting contract. All material submitted becomes the property of the State of Oklahoma. Proposals will not be considered confidential after a contract is awarded.
- E.6.2. Proposals are subject to public disclosure in accordance with the Open Records Act. PROPOSALS MARKED, IN TOTAL, AS PROPRIETARY and/or CONFIDENTIAL SHALL NOT BE CONSIDERED.
- E.6.3. If a supplier believes particular information requested by the RFP for evaluation purposes is proprietary, the supplier shall submit that information separate and apart from its response and mark it Proprietary and Confidential. If ISD in its sole discretion agrees the information is proprietary, ISD will maintain the information as Confidential. If ISD does not acknowledge the information as proprietary, ISD will return or destroy the information with proper notice to the supplier and the evaluation will be completed without consideration of the information marked Proprietary.

E.7. Proposal Content

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

The Supplier must specifically address and respond to each item in the RFP, stating whether the submission does or does not meet the stated requirements. The Supplier must state how each of the RFP requirements is met and not simply respond with such terms as "agreed" or "complied with." The Supplier may refer to attached materials but may not substitute such material for explicit responses.

The submission will contain, at a minimum, the following detailed information:

E.7.1. ADMINISTRATIVE FORMS

- Complete Responding Bidder Information (OSF FORM 0761SD) including related required documentation on this page – **Posted as a separate Word document**
- Complete Certification of Competitive Bid and Contract (OSF FORM 0041SD) – **Posted as a separate Word document**
- Completed Amendment(s), if any – Will be posted as a separate PDF document
- VPAT form (required to be completed by suppliers) Reference: See section A.35. VPAT and Accessibility forms can be found at http://www.ok.gov/DCS/Central_Purchasing/VPAT_&_Accessibility.html or if the link is invalid, follow the navigation: www.ok.gov/dcs > on the left menu, click on "Central Purchasing" > on the right menu under "related topics", click on "VPAT and Accessibility" > click on "VPAT and Accessibility Forms" > Select the appropriate form to be completed.

E.7.2. ADMINISTRATIVE DATA

Supplier's administrative data submitted may be in the form of a letter of transmittal with attachments. Its purpose is to provide information to the state of Oklahoma required for preparation of the contract document and supporting file. This section shall contain the completed Solicitation Request (with original signature) and any other information the Supplier wishes to bring to the attention of OKDHS.

E.7.3. TECHNICAL PROPOSAL

Supplier shall provide a detailed plan for contract performance. Information must include, at a minimum, the methodology for achieving the objectives described in this Solicitation and a detailed Work Plan describing how the tasks described in the Solicitation Specifications will be accomplished. Specific response requirements are as follows:

- E.7.3.1. Supplier will provide, in its proposal, a summary of its intended daily processes for receipt processing (including handling cash receipts) and new case creation, outlining activities from mail pick-up to office shutdown; this will be termed the "summary plan".
- E.7.3.2. Supplier will provide, in its proposal, a detailed plan for staffing the OCSR, addressing numbers of personnel, education of personnel and experience of personnel, OCSR job descriptions and the minimum qualifications for each job.
- E.7.3.3. Supplier will provide, in its proposal submission, its disaster emergency plan indicating how Supplier would operate and could resume operations within 48 hours should Supplier become unable to conduct normal business due to fire, storm or other natural or unanticipated disaster.
- E.7.3.4. Supplier will provide, in its proposal, a project implementation plan and timetable covering the start-up and phase-in periods, with associated tasks and planned activity dates. Supplier must demonstrate its ability to meet the intended schedule.

- E.7.3.5. Supplier will provide, in its proposal, a demonstration of its ability to provide and obtain technical support for its systems to keep them operating in such a manner to ensure compliance with all specifications of the contract.
- E.7.3.6. Supplier will provide, in its proposal, a strategy and timeline for reimbursement of the State for any erroneous payments created through its system or employee mishandling, failure to research, etc.
- E.7.3.7. Supplier will provide, in its proposal, a resolution strategy and timeline for OCSS complaint about its staff behavior or repeated error.
- E.7.3.8. Supplier will provide, as a part of its proposal, an example of the suggested format for the reports required under the resulting contract.
- E.7.3.9. Supplier will provide, as a part of its proposal, a complete security plan, utilizing video monitoring equipment including video camera (s).
- E.7.3.10. Supplier will provide, in its proposal, proposed location information. Supplier is advised that preference may be given to a Supplier proposing a location within Oklahoma due to possible travel requirements, including cost, for audit and monitoring purposes.

E.7.4. PAST PERFORMANCE

Past experience pertains to the types and amounts of work experience previously performed by a Supplier. Past performance relates to the quality of the past experience. Supplier should provide these statistics for any other child support centralized support registry currently or previously managed. Suppliers shall submit a description of their last three contracts (government, commercial, etc.) that were similar to this project in scope and size and include contact information for the individual provided in the form of name, phone number, address, fax number and email for each reference associated with the three contracts. The three (3) references will demonstrate the Supplier's experience in the areas covered by the Scope of Work and the position requirements and the contacts provided must have direct experience in working with the vendor if available.

E.7.5. COMPANY STAFFING AND FINANCIAL RESOURCES

The professional background of the individuals responsible for the administration and provision of the services requested by this RFP must be provided and accompanied by their resume and any associated licensing or other credentials. The State may give preference to any Supplier demonstrating child support experience. Supplier should also provide company information, both staffing and financial, for any subcontractor who is going to be engaged in the provision of services under this contract (See B.4. for requirements concerning subcontracting).

Supplier must also document the financial capacity of the company and the ability to perform the contract without assistance from any other source. Submission of financial records which provide evidence of company stability and adequate resources to maintain contract performance is required. Supplier must have sufficient capital to operate for 60 days. The documentation requirement shall be satisfied by submitting a combination of the following current (only documents from 2010-present are considered "current") materials:

- E.7.5.1. Certified financial statement audit
- E.7.5.2. Corporate tax return for the current fiscal year
- E.7.5.3. Compilation report
- E.7.5.4. Self-prepared financial statements covering the past fiscal year (must include a balance sheet, income statement, and statement of cash flow)
- E.7.5.5. Current bank statement
- E.7.5.6. Supplier must also provide detailed information regarding litigation, including both civil and criminal filings/petitions, in which it has been involved during the past five years; this includes any Bankruptcy proceedings. Any evidence of Bankruptcy filing by the company or its management within the past five years whether obtained through submitted materials or other sources may result in a reduction in score or disqualification from consideration.

E.7.6. COST

See section [H](#) for preparation

F. CHECKLIST

N/A

G. OTHER

- G.1. Attachment 1: SDU Case Statistics, October 2010-September 2011 – See a separate file in a Word document.
- G.2. Attachment 2: Format for Batch Transfer – See See a separate file in a Word document.
- G.3. Attachment 3: Logon Authorization Request for Non-OKDHS Employees – See a separate file in a Word document.
- G.4. Attachment 4: Employee & Non-Employee Acknowledgment of Confidentiality - See a separate file in a Word document.
- G.5. Attachment 5: Agreement to Safeguard Federal Tax Information - See a separate file in a Word document.

H. PRICE AND COST

Supplier shall propose a firm fixed unit price to be invoiced and paid monthly, which shall constitute the entire compensation for the services and any costs or requirements associated with performing the services described in this RFP.

Supplier shall submit fees for contract years one (1) through seven (7), and they shall be listed in Section E.7.8 on supplier's proposal and in no other place (s) in the proposal. The tables below can be re-produced with the same structure, format and content if needed.

H.1. Each OCSR transaction;

(An OCSR transaction is defined as a receipt accurately posted, with all the correct data elements, to an appropriate payor/payee account in OAS, or the successful resolution of an unidentified or undated receipt as set forth in the section in the Scope of Work titled "Unidentified Receipts" or "Undated Receipts" as appropriate.)

Period:	Price Per Transaction:
Year 1 (Date of Award-08/31/13)	
Year 2 (09/1/13-08/31/14)	
Year 3 (09/1/14-08/31/15)	
Year 4 (09/1/15-08/31/16)	
Year 5 (09/1/16-08/31/17)	
Year 6 (09/01/17-08/31/18)	
Year 7 (09/01/18-08/31/19)	

H.2. Please provide pricing if Interstate, Oklahoma Tax Commission, Oklahoma Employment Security Commission, and Social Security Administration receipts were removed from the transactions your company would complete (see 2011 statistics on Attachment 1 for assistance with question):

Period:	Price Per Transaction:
Year 1 (Date of Award-08/31/13)	
Year 2 (09/1/13-08/31/14)	
Year 3 (09/1/14-08/31/15)	
Year 4 (09/1/15-08/31/16)	
Year 5 (09/1/16-08/31/17)	
Year 6 (09/01/17-08/31/18)	
Year 7 (09/01/18-08/31/19)	