



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

**Solicitation**

1. **Solicitation #:**

2. **Solicitation Issue Date:**

3. **Brief Description of Requirement:**

4. **Response Due Date<sup>1</sup>:**

**Time: 3:00 PM CST/CDT**

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

Personal or Common Carrier Delivery:

Department of Central Services, Central Purchasing  
Will Rogers Building  
2401 N. Lincoln Blvd, Suite 116,  
Oklahoma City, OK 73105

U.S. Postal Delivery:

Department of Central Services, Central Purchasing  
P.O. Box 528803,  
Oklahoma City, Oklahoma 73152-8803

6. **Solicitation Type** (check one below):

Invitation to Bid

Request for Proposal

Request for Quote

7. **Requesting Agency:**

8. **Contracting Officer:**

Name:

Phone: (405)

Email:

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



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

**Responding Bidder Information**

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

**1. RE: Solicitation #**

**2. Bidder General Information:**

FEI / SSN :

VEN ID:

Company Name:

**3. Bidder Contact Information:**

Address:

City:

State:

Zip Code:

Contact Name:

Contact Title:

Phone #:

FAX#:

Email:

Website:

**4. Oklahoma Sales Tax Permit<sup>1</sup>:**

YES – Permit #:

NO – Exempt pursuant to Oklahoma Laws or Rules

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

YES - Filing Number:

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

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

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

YES – include a certificate of insurance with the bid

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

Authorized Signature

Date

Printed Name

Title

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

<sup>2</sup> For frequently asked questions concerning workers' compensation insurance, see [http://www.ok.gov/oid/Consumers/Workers\\_Compensation\\_Information.html](http://www.ok.gov/oid/Consumers/Workers_Compensation_Information.html)



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

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

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

Solicitation or Purchase Order #:

Supplier Legal Name:

**SECTION I [74 O.S. § 85.22]:**

A. For purposes of competitive bid,

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

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

**OR**

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number



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## **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.** "AOC" means the Administrative Office of the Courts.
- A.1.3.** "Bid" means an offer in the form of a bid, proposal or quote an Offeror submits in response to a solicitation;
- A.1.4.** "Bidder" means an individual or business entity that submits a bid in response to solicitation;
- A.1.5.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute;
- A.1.6.** "Contract" means the final agreement under which the services and/or products will be governed.
- A.1.7.** "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor", "Offeror" or other similar term;
- A.1.8.** "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.9.** "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.10.** "Offeror" shall be synonymous with "supplier", "vendor", bidder, or other similar term;
- A.1.11.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement on behalf of this solicitation.
- A.1.12.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma.
- A.1.13.** "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body, or house of the executive or judicial branches of the state government, whether elected or appointed, excluding only political subdivisions of the state.
- A.1.14.** "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;
- A.1.15.** "Supplier" means an individual or business entity that sells or desires to sell acquisitions to state agencies;

### **A.2. OFFER SUBMISSION**

- A.2.1.** Submitted offers shall be in strict conformity with the instructions to responder, and shall be submitted with a completed "responding Bidder Information" DCS-FORM-CP-076, and any other forms completed as required by the solicitation.
- A.2.2.** Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the Offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004(A), must be made out in the name of the Offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- A.2.5.** All offers submitted shall be subject to the Oklahoma Central Purchasing Act, the Information Services Act and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. SOLICITATION AMENDMENTS**

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

- A.5.1.** The prospective primary participant and any sub-contractor 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 proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3.** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4.** Have not within a three-year period preceding this application/proposal had one or more public (Federal, State or local) contracts terminated for cause or default.
- A.5.2.** Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

### **A.6. OFFER OPENING**

Sealed bids shall be opened by the soliciting agency identified in the front page of this solicitation, at the time and date specified in the solicitation as Response Due Date and Time.

### **A.7. BIDS SUBJECT TO PUBLIC DISCLOSURE**

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

### **A.8. LATE OFFER**

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

### **A.9. LEGAL CONTRACT**

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

- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful offer.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

**A.10. PRICING**

- A.10.1.** Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.
- A.10.2.** Offerors guarantee unit prices to be correct.
- A.10.3.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

**A.11. MANUFACTURERS' NAME AND APPROVED EQUIVALENTS**

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

**A.12. CLARIFICATION OF SOLICITATION**

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

**A.13. REJECTION OF OFFER**

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

**A.14. AWARD OF CONTRACT**

- A.14.1.** The State may award the Contract to more than one Offeror by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.
- A.14.2.** Contract awards will be made to the lowest and best Offeror(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3.** In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the DCS website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.
- A.14.4.** It is the preference of the State to award to a single vendor. However, the State reserves the right to award to multiple vendors when it has been determined to be in the best interest of the state.

**A.15. CONTRACT MODIFICATION**

- A.15.1.** The Contract issued as a result of this solicitation is under the authority of the State personnel signing the Contract. The Contract may be modified only through a written Contract Modification, signed by the State.
- A.15.2.** Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Central Purchasing Division or the AOC in writing, or made unilaterally by the Supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the Supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

**A.16. DELIVERY, INSPECTION AND ACCEPTANCE**

- A.16.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The Offeror(s) shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving

dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.16.2.** Offeror(s) shall be required to deliver products and services as offer on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

**A.17. INVOICING AND PAYMENT**

- A.17.1.** Offeror shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number.

- A.17.2.** Interest on late payments made by the State of Oklahoma is governed by Title 62 O.S. §34.71 and 62 O.S. §34.72.

**A.18. TAX EXEMPTION**

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

**A.19. AUDIT AND RECORDS CLAUSE**

- A.19.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful Offeror(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the Contract.
- A.19.2.** The Offeror(s) is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion and/or termination of the Contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the two (2) year retention period, whichever is later.

**A.20. NON-APPROPRIATION CLAUSE**

The terms of any Contract and any Purchase Order issued for multiple years under the Contract are contingent upon sufficient appropriations or other funding 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 or other funding 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 or other funding are available shall be accepted by the supplier and shall be final and binding.

**A.21. CHOICE OF LAW**

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

**A.22. CHOICE OF VENUE**

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

**A.23. TERMINATION FOR CAUSE**

- A.23.1.** The supplier may terminate the Contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.
- A.23.2.** The State may terminate the Contract immediately, without a 30-day written notice to the Offeror, 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 AOC determines that termination is in the State's best interest. The State shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.

**A.24.2.** If the Contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the supplier.

**A.25. INSURANCE**

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

**A.26. EMPLOYMENT RELATIONSHIP**

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

**A.27. COMPLIANCE WITH THE OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007**

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

**A.28. COMPLIANCE WITH APPLICABLE LAWS**

The products and services supplied under the Contract shall comply with all applicable federal, state, and local laws, and the supplier shall maintain all applicable licenses and permit requirements.

**A.29. GRATUITIES**

The right of the Offeror to perform under this contract may be terminated, by written notice, if the Contracting Officer determines that the Offeror, 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 an Offeror convicted of such violation may also be suspended or debarred.

**A.30. PRECLUSION FROM RESULTING CONTRACTS**

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

**A.31. MUTUAL RESPONSIBILITIES**

The State and Offeror agree that under this Agreement:

- A.31.1.** Neither party grants the other the right to use any trademarks, trade names, or other designations in any promotion or publication without express written consent by the other party.
- A.31.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.31.3.** Each party grants the other only the licenses and rights specified. No other licenses or rights (including licenses or rights under patents) are granted.
- A.31.4.** Where approval, acceptance, consent or similar action by either party is required under this Agreement, such action will not be unreasonably delayed or withheld.

**A.32. BACKGROUND CHECKS AND VERIFICATIONS**

At the sole discretion of the State, Offeror may be subject to user background checks. Offeror must submit the required background check information to the State in a timely manner. The State may elect to limit or deny the vendor's access to State premises, computer systems, documents, files and data prior to completion of background verification.

**A.33. UNAUTHORIZED OBLIGATIONS**

At no time during the performance of this contract shall the Offeror 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, Offeror shall cease the project and contact agency for approval prior to proceeding.

#### **A.34. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY**

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

EIT Standards may be found at [www.ok.gov/DCS/Central\\_Purchasing/index.html](http://www.ok.gov/DCS/Central_Purchasing/index.html) or [http://www.ok.gov/OSF/documents/isd\\_itas.doc](http://www.ok.gov/OSF/documents/isd_itas.doc).

1) For Information Technology or Communications Products, Systems and Applications not requiring development and/or customization. The Offeror 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 Offeror 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 Offeror from any claim arising out of the Offeror'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 Offeror shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Offeror's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments.

The Offeror shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Offeror, from any claim arising out of the Offeror's failure to comply with applicable Oklahoma Information Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Offeror 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.35. PATENTS AND COPYRIGHTS**

If in the performance of this contract, Offeror uses any Product covered by a third party's patent or copyright, it is mutually agreed and understood without exception that the Offeror'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 Offeror contract price, Offeror's obligations are as outlined immediately below.

**A.35.1.** If a third party claims that a Product the Offeror provides to an Ordering Agency infringes that party's patent or copyright, Offeror will defend the State against that claim at Offeror's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the State: (i) promptly notifies Offeror in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows Offeror to control, and cooperates with Offeror in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize Offeror to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, Offeror 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 Offeror 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 Offeror determines that none of these alternatives is reasonably available, the State agrees to return the Product to Offeror on Offeror's written request. Offeror will then give the State a refund equal to the net book value for the Product, provided the State has followed applicable accounting principles. Net book value is the original cost of the product amortized over three (3) years using the straight-line method.

**A.35.2.** Offeror 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 Offeror, Offeror's representative or Offeror's sub-contractor, or any State employee acting at the Offeror'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 Offeror as a system, or the combination, operation or use of a Product with any product, data, or apparatus that Offeror did not provide; or (iv) infringement by a non-Offeror Product alone, as opposed to its combination with Products Offeror provides to the State as a system.

#### **A.36. EQUAL OPPORTUNITY AND DISCRIMINATION**

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

### **A.37. IMPOSED CONDITIONS**

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

### **A.38. LOBBYING**

The Offeror 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.39. DRUG-FREE WORKPLACE**

The Offeror 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.40. ENVIRONMENTAL PROTECTION**

If the payments pursuant to the contract are expected to exceed \$100,000.00, then the Offeror 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.41. ASSIGNMENT**

Offeror'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.42. 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.43. 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.44. LICENSED SOFTWARE**

**A.44.1.** Under no circumstances will the Offeror be required to install or maintain software packages that it has reason to believe are not properly licensed.

**A.44.2.** All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the Offeror in performance of this contract is the responsibility of the Offeror.

### **A.45. CONTRACT**

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

### **A.46. CONFLICT OF INTEREST**

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

In addition to any requirements of law or through a professional code of ethics or conduct, the Offeror and the Offerors 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.47. LIMITATION OF LIABILITY**

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

**A.48. MEDIA OWNERSHIP (Disk Drive and/or Memory Chip Ownership)**

- A.48.1.** In conjunction with the Oklahoma Computer Equipment Recovery Act – 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.48.2.** Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract must remain the property of the State of Oklahoma; therefore ‘Keep Your Hard Drive’ costs must be included in the vendor(s) proposed cost.
- A.48.3.** Personal Identification Information can be retained within electronic media devices and components; therefore, the State cannot allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by state-entities, by the vendor to the general public or other entities. Electronic Media Retention by the state-entities for equipment whether purchased or leased must also be applied to replacement devices and components the selected vendor(s) may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs, there must be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

**A.49. OFFSHORE SERVICES**

No offshore services are provided for under the resulting contract.

**A.50. FAILURE TO PROVIDE**

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

**A.51. AGENCY POLICIES**

The Offeror'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 Offeror to review and relay agency policies covering the above to the consulting staff.

**A.52. 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.53. OWNERSHIP RIGHTS**

- a) If this contract involves the purchase of customized Software, including customized training software, it is understood and agreed that the Software is being developed by the Offeror for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on Offeror's reusable or pre-existing intellectual property (“Utilities”), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- b) Except for any Utilities, all work performed by Offeror 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.54. RIGHT OF USE**

- a) If this contract involves the purchase of customized Software, including customized training software, 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, Offeror shall bear no liability for any changes the State makes to such Software.
- b) In the event that it should be determined that any of such software or supporting documentation does not qualify as a “Work Made for Hire”, Offeror irrevocably grants to the State a non-exclusive, irrevocable license to use such portion. With respect to any Utilities, The State shall have the right to perpetual, internal use of the Utilities included in the deliverable.
- c) Offeror will assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Offeror will sign any such applications, upon request, and deliver them to the State. The State of Oklahoma will bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

**A.55. SOURCE CODE ESCROW – Reference Title 62 O.S. § 34.31**

The Supreme Court of Oklahoma, by and through the Administrative office of the Courts (AOC), shall not enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the state, unless the Supplier

agrees to place into escrow with an independent third party the Source Code Material for the software and/or modifications.

**A.55.1.** The Supplier must agree to place, and to regularly update, the Source Code Material for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

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

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

**A.55.2.** 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 Material" means the current version of 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, along with the current version of all supporting documentation, database descriptors, user training materials, and any other material required to make the software fully functional.

#### **A.56. RIGHT TO NEGOTIATE**

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

#### **A.57. PERFORMANCE AND UPGRADES**

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

#### **A.58. RIGHT TO RENEGOTIATE**

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

#### **A.59. PUBLICITY**

The award of this Contract to Offeror is not in any way an endorsement of Offeror or Offeror's Services by the State and shall not be so construed by Offeror in any advertising or publicity materials. Offeror 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. Offeror further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the State. Offeror shall not in any way contract on behalf of or in the name of the State. Nor shall Offeror 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.60. MANDATORY AND NON-MANDATORY TERMS**

**A.60.1.** 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.60.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

## **A.61. SUBMISSION OF PROPOSAL**

- A.61.1.** By submitting a proposal, Offeror 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.61.2.** If an Offeror fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the Offeror, or an error that reasonably should have been known by the Offeror, the Offeror shall submit a proposal at its own risk; and if awarded the contract, the Offeror shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If an Offeror takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

## **A.62. COST OF PREPARING PROPOSAL**

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

## **A.63. 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 supplier, vendor, offeror, or bidder.
- B.1.2.** OSCN – Oklahoma Supreme Court Network
- B.1.3.** Agency – The Supreme Court of Oklahoma, by and through the Administrative Office of the Courts (AOC)
- B.1.4.** AOC – Administrative Office of the Courts
- B.1.5.** CMS – Case Management System (UCMS – Unified Case Management System).
- B.1.6.** OCIS – Oklahoma Court Information System

## **B.2. CONTRACT TERM, RENEWAL AND EXTENSION OPTION**

- B.2.1.** The initial Contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable Contract provisions. The Offeror shall not commence work, commit funds, incur costs, or in any way act to obligate the State as if he/she were the Offeror 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 Offeror.
- B.2.2.** Under Oklahoma law, the State may not contract for a period longer than one (1) year. By mutual consent of the parties hereto, it is intended that there will be two (2) options to renew, each for duration of one (1) year.
- B.2.3.** The State, at its sole option, may choose to exercise an extension for a maximum of 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If option is exercised, the State will notify the Offeror in writing prior to contract end date.
- B.2.4.** Notification to exercise the option to renew the Contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The Contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

## **B.3. OFFERORS AND SUB-CONTRACTORS OBLIGATIONS**

- B.3.1.** The Offeror may use sub-contractors in support of this contract; however, the Offeror shall remain solely responsible for the performance of this Contract.
- B.3.2.** All payments for Products or Services shall be made directly to the Offeror. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this Contract.
- B.3.3.** All Offeror and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments will be made to the Offeror for services performed pursuant to this Contract by unapproved employees of a sub-contractor.

- B.3.4.** Offeror'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, Offeror 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 Offeror's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

#### **B.4. CONFIDENTIALITY**

- B.4.1.** Confidentiality of the State's Information: All data and information to which the Contractor has access pursuant to the performance of this contract is owned by the State of Oklahoma and is confidential. Some of this data and information is sensitive and highly protected from disclosure by state and federal law. The Contractor has no discretion whatsoever about whether any information or data may be disclosed or made public under law. The Contractor shall not, directly or indirectly, publish, disseminate, or otherwise disclose, deliver, or make available any of the data or materials outside its organization, without first obtaining prior written consent from the AOC.
- B.4.2.** It is recognized that any information contained in the documents which constitute the Contract resulting from this solicitation is deemed non-confidential and is hereby public information.
- B.4.3.** Security: The Contractor will secure all data and information entrusted to it by the AOC in accordance with commercially acceptable standards and no less rigorously than it protects its own confidential information, but in no case using less than reasonable care. The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures which may include but not be limited to encryption techniques and firewalls, to preserve the confidentiality and integrity of all such data. The Contractor agrees to follow all procedures and requirements imposed by the AOC regarding data security, and to adhere to any industry standards applicable to the Contractor's use of and access to data and information obtained by virtue of performance of this contract.
- B.4.4.** Breach of Security of Information, Data, or Property: If any of the AOC's, the courts' or the judiciary's information, data, or tangible property in the possession or control of the Contractor is stolen, lost, or in any way compromised, transgressed, trespassed, hacked, copied, damaged, or improperly disclosed, the Contractor will immediately notify the AOC and cooperate with the AOC in its efforts to assess the loss, recover or reconstruct the information or property, comply with all notice requirements imposed by statute (including but not limited to 74 O.S. § 3113.1), contract, and/or industry standards, and identify, investigate, and prosecute those responsible.
- B.4.5.** Open Records Act: If the Contractor receives any demands or requests for information or data under the Open Records Act, or any similar state, federal, or foreign law, the Contractor will not disclose the requested information or data. The Contractor will, instead, immediately forward the request or demand to the General Counsel of the AOC.
- B.4.6.** Security Risk Assessments and System Audits: The Contractor agrees to fully cooperate with the AOC in its efforts to conduct IT security risk assessments including but not limited to that required by 62 O.S. § 41.5v of the Oklahoma Statutes, to identify vulnerabilities associated with the information technology system, including all entities that are hosting, storing, accessing, utilizing, managing, or manipulating data or information systems of the Oklahoma Courts. The Contractor further agrees to fully cooperate with the AOC in its efforts to conduct system audits and performance evaluations. The Contractor agrees to cooperate in such assessments and audit processes and information gathering efforts, and to provide the data and system access necessary for the AOC to accomplish same.
- B.4.7.** Credit Card Information and Payment Card Industry (PCI) Data Security Standard: The Contractor agrees and acknowledges that it must comply with the current version of the Payment Card Industry (PCI) Data Security Standard, if, at any time in the performance of this contract, the Contractor accepts, captures, stores, transmits, or processes payment card data as a service provider of the AOC, the courts, and/or the judiciary. The Payment Card Industry Data Security Standard (PCI) Standard is available at <https://www.pcisecuritystandards.org/>. The Contractor shall be liable for its Covered Parties' compliance with this section. "Covered Parties" means any or all of the Contractor's employees, agents, representatives, subcontractors, processors, providers of equipment or systems, and any other party to whom the Contractor may provide or give access to payment card data in accordance with this Agreement. Whenever requested by the AOC, the Contractor subject to PCI compliance requirements will provide to the Supreme Court MIS Director a certification of compliance, or Report on Compliance with PCI standards. The Contractor subject to PCI compliance requirements acknowledges and agrees that the AOC shall have the right, at any time, to conduct or cause to be conducted compliance audits and/or on site security assessments of all of Contractor's equipment, systems, and networks (and their components) where payment card data is processed, stored, or transmitted. The Contractor agrees to cooperate in such assessments and audit processes and information gathering efforts, and to provide the data and system access necessary for the AOC to accomplish same. The Contractor subject to PCI compliance requirements further agrees that it must notify the Supreme Court MIS Director immediately if it knows or suspects that payment card data has been accessed or used without authorization or used other than in accordance with this Contract. Failure to comply with the requirements of this paragraph 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. The AOC reserves the right to terminate this

Contract if, in the AOC's sole discretion, the Contractor fails to comply with any of the requirements of this paragraph.

- B.4.8.** Return or Destruction of Information: Upon the termination of the Contractor's services, or whenever requested by the AOC, the Contractor shall immediately deliver to the AOC all originals, copies, reproductions, and summaries of the confidential files, data, records, documents, information, and other items which the Contractor has obtained by virtue of its performance of services in the Contractor's possession or under the Contractor's control, whether in tangible or electronic format, or, at the sole option of the AOC, certify complete and permanent destruction of the same materials in accordance with prevailing industry standards. In the event that returning or destroying the data is not feasible, the Contractor must continue to protect all such data as confidential and to limit further uses and disclosures of such data to only those purposes authorized by the AOC.

**B.5. COMPLIANCE WITH TECHNOLOGY POLICIES**

- B.5.1.** The Contractor agrees to follow all procedures and requirements imposed by the AOC regarding the use of and access to data and information and the Oklahoma Court Information System (OCIS), and further agrees to adhere to the Rules for Management of the Oklahoma Court Information System, 20 O.S. Chap. 18, App. 2, and the Rules for Using the Oklahoma Court Information System, 20 O.S. Chap 18, App. 3.

**B.6. PERFORMANCE STANDARDS AND RECOURSE**

- B.6.1.** The Supreme Court and the Administrative Office of the Court maintain professional work environments. Consultants will be required to interact productively with elected officials, legal professionals, and other professional workers in the performance of this contract. Appropriate business dress and behavior are required.
- B.6.2.** The Supreme Court is entitled to reject the services of any consultant employee or subcontractor for any reason, and the Supreme Court may direct the contractor to remove and replace any contractor or subcontractor personnel for any reason, without obligation of payment for services not yet provided. Consultant shall have ten days to replace any persons separated from this project. In the event consultant fails to provide personnel which meet the requisite productivity and performance standards, the Supreme Court, by and through the AOC, upon 30 days written notice, may terminate the vendor agreement in its entirety, or terminate the agreement only to the extent of the contractor's activities with regard to one or more deliverables.

**B.7. NON-SOLICITATION AGREEMENT**

- B.7.1.** During the term of this Contract, and any renewals of this Contract, and for a period of two (2) years after the termination of this Contract, neither the Contractor nor the AOC shall, directly or indirectly, whether individually for its own account or for or with any other person, firm, corporation, partnership, joint venture, association or other entity whatsoever, solicit, hire or endeavor to entice away from the other party any person who is employed or engaged by the other party in any managerial, technical, professional or advisory position, without the express written permission of the other party.

**B.8. INJUNCTIVE RELIEF**

Offeror shall immediately report to the State any and all unauthorized disclosures or uses of the State's Confidential Information of which Offeror is aware or has knowledge. Offeror acknowledges that any publication or disclosure of the State's Confidential Information to others may cause immediate and irreparable harm. If Offeror should publish or disclose such Confidential Information to others without authorization, unless value exception applies including Open Records Act, the State shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period. The Offeror shall indemnify and hold harmless the State from all damages, costs, liabilities and expenses (including without limitation reasonable attorneys' fees) caused by or arising from Offeror's failure to protect Confidential Information. As a condition to the foregoing indemnity obligations, the State will provide the Offeror with prompt notice of any claim of which the State is aware and for which indemnification shall be sought hereunder and shall cooperate in all reasonable respects with Offeror in connection with any such claim.

**B.9. COVENANT AGAINST GRATUITIES**

In addition to A.29 above, the Offeror warrants that no gratuities (in the form of entertainment, gifts or otherwise) were offered or given by the Offeror, or any agent or representative of the Offeror, to any officer, elected official or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determination concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Offeror agreed to supply shall be borne and paid for by the Offeror. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or equity.

## **B.10. WARRANTS**

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

## **B.11. COMMERCIAL OFF-THE-SHELF (COTS) SOFTWARE**

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

## **B.12. TYPE OF CONTRACT**

The resulting contract from this RFP includes both products and Professional Services.

## **B.13. OFFEROR SERVICES**

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

## **B.14. BUSINESS CONTINUITY AND DISASTER RECOVERY**

Offeror will comply with internal controls for contingency planning and disaster recovery. Offeror will develop business continuity and disaster recovery plans with instructions on retrieving the documentation. Offeror is further required to exercise, not less than annually, the recovery capabilities of developed plans.

Offeror must submit exercise summaries annually or as exercises are conducted to the requesting State agency.

## **B.15. SUBSTITUTIONS AND/OR ADDITIONS OF PRODUCTS AND SERVICES**

Substitutions of Deliverables may not be tendered without advance written consent of the Contracting Officer or the AOC. Offeror shall not use any specification in lieu of those contained in the Contract without advance written consent of the Contracting Officer or the AOC. Offeror shall propose current equipment and software versions that are not reaching end of life within the first twelve months of the resulting Contract. Unless a substitution or addition is deemed by the Contracting Officer or the AOC to be an urgent and immediate need of the State, or in the best interest of the State, no substitutions or additions will be made to the contract except during the period of ninety days prior to the next Contract renewal date. Pricing for any substitution or addition may be renegotiated by the Contracting Officer or the AOC prior to inclusion in the Contract. It is at the sole discretion of the Contracting Officer and the AOC whether or not a substitution or addition will be allowed.

## **B.16. OFFSHORE PRODUCTS/SERVICES (this Term replaces A.50.)**

### **B.16.1. Pursuant to Title 74 O.S. § 85.7a.**

**B.16.1.1.** "A. The Department of Central Services may require each bidder for an open market contract or a statewide contract for supplies, equipment or materials to provide information as to the manufacturer and country of origin of any such supplies, equipment or materials as specified by labels attached to the supplies, equipment or materials where such identification is required by federal or state law. If an item has more than one component part or accessory which may have been manufactured in more than one country, the bidder may specify the countries of origin for only the major component parts or accessories as determined by the Department where such identification is required by federal or state law.

**B.16.1.2.** B. Any open market contract or statewide contract may require the Offeror to obtain from all of his sub-contractors information as to the manufacturer and country or Laws through 2010 Legislative Session Page 22 of 51 Title 74. State Government , The Oklahoma Central Purchasing Act, countries of origin of any supplies, equipment or materials provided to the state where such identification is required by federal or state law."

**B.16.2.** There are no Off-Shore services anticipated under this Contract. Should any part of the Offeror's services or the services of any Sub-contractor to Offeror under this solicitation be Offshore services, Offeror shall indicate in their response the nature of the services and the country in which the services will be provided. The State, at its sole discretion, may or may not accept Offshore services under this contract.

## **B.17. DOCUMENTATION**

**B.17.1.** The Offeror agrees to provide to the State at no charge, a number of all manuals, training manuals and other printed materials, as described within the Statement of Work, and updated versions thereof, which are necessary or useful to the State in its use of the Equipment or Software provided hereunder.

- B.17.2.** If the Offeror is unable to perform maintenance or the State desires to perform its own maintenance on Equipment purchased under this Contract, then upon written notice by the State, the Offeror will provide Documentation to allow the State to maintain the equipment based on Offeror's methodology. If the Offeror is unable to perform maintenance, the Offeror agrees to license any other Offeror that the State may have hired to maintain the Equipment and to use the above noted documentation.
- B.17.3.** The State agrees to include the Offeror's copyright notice, if any exists, in accordance with copyright instructions to be provided by the Offeror when reproducing any Documentation materials.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. Purpose**

- C.1.1.** Request for Proposal for a Support Services System and associated implementation services, hereinafter referred to as the "Support System", required by the Supreme Court of Oklahoma, Administrative Office of the Courts (AOC), Management Information Systems (MIS), situated in Oklahoma City, Oklahoma, hereinafter referred to as the "AOC" or the "Supreme Court".

### **C.2. Introduction**

- C.2.1.** The AOC is seeking a software system to replace an aging in-house-built system for tracking help desk support calls, tracking MIS physical assets, and managing changes to the court's technology environment. This software system is needed to support the anticipated increase in service level and call frequency regarding future court applications and systems, improve management and auditability for MIS managed assets, and enable increased rigor and quality of information services.
- C.2.2.** The AOC MIS Infrastructure Department is primarily responsible for the management and administration of approximately 2500 personal computing devices. AOC MIS currently has a dedicated technology user base of approximately 2000 people. In addition, AOC MIS provides system resources for external entities that avail themselves of certain interfaces. This venue brings the sum of technology supported users to approximately 5000 people. AOC MIS is also the primary and exclusive support for approximately 4000 printing devices, and 2100 scanning devices.
- C.2.3.** Additionally, AOC MIS currently has approximately 100 physical servers, and 100+ virtual servers requiring administrative management.

### **C.3. Statement of Work (SOW) and Solution Requirements**

This Statement Of Work (SOW) outlines the goods, services, tasks and deliverables required from the selected Offeror in order to effectively provide the desired Support Services System.

#### **C.3.1. Scope of Services**

The AOC anticipates selecting a Support System solution that can deliver day to day support for AOC MIS services and products across our Oklahoma technology user base of Court Clerks, members of the Judiciary and other court system users. This solution should address 3 areas of need:

##### **C.3.1.1. Service Desk (C.3.2)**

The User Support Services perspective revolves around striving to resolve a user's issue on the first contact. We are seeking solutions to assist us in maximizing first contact resolution for the user by providing effective service options that leverage the right tools and technologies to further this vision.

##### **C.3.1.2. Asset Management (C.3.3)**

The User Support Services requires a solution that can help manage and track all of the Supreme Court assets and Information technology equipment life cycles statewide including asset tracking, automated detection, event notifications, tool assignments, inventory, purchase orders, work requests, budgets and reports.

##### **C.3.1.3. Change Management (C.3.4)**

The Support System requires a solution which helps to determine the impact of changes in the courts technology environment, the impact to our users, the scheduling of the changes and the resources involved in implementing the changes. This will facilitate improved communication, minimizing disruption of services to users and expedite problem resolution. The Support System should facilitate the Change

Advisory Board (CAB) decision-making. The solution should be aligned with the Information Technology Infrastructure Library (ITIL) practice standard for change management.

### **C.3.2. Service Desk Requirements**

#### **C.3.2.1. Intuitive and Easy to Learn**

C.3.2.1.1. Many systems need a steep learning curve. We desire a user service trouble ticket system that is intuitive with well-designed screen layouts that make the system easy for operators and escalation tiers to use, and to interface with on a day to day basis – As little training effort as possible is the desire.

C.3.2.1.2. An on screen 'help' system can be called up at any time. Easy to learn, easy to launch, at any time.

#### **C.3.2.2. Required 'Trouble Ticket' Information**

C.3.2.2.1. User Call Reports (Trouble Tickets) are automatically stamped with the 'User's name, ID, date, & time of call.

C.3.2.2.2. Calls must be given a 'Priority' rating by AOC Support Services or the user logging the call - this rating can be upgraded or downgraded at any time.

C.3.2.2.3. Operators can see the status of their unresolved call queue at all times.

C.3.2.2.4. Users can view ticket status online.

#### **C.3.2.3. Help Desk includes a database for User & Operator details**

C.3.2.3.1. User's Location, Address, E-mail, Phone numbers and computer names, if applicable, can be automatically called up from an associated database (included) and these details will be incorporated in the call report on-screen views.

C.3.2.3.2. If the user has a history of calls, then this history and the details of the calls are instantly available for the operator to view - without leaving the main call screen.

C.3.2.3.3. Operator's details are also on file and easily available.

#### **C.3.2.4. Users can easily manage the calls they 'pick-up'**

C.3.2.4.1. The operator can temporarily leave a trouble ticket 'Unresolved' and take another call, and any of these 'Unresolved' calls are listed in that operator's unresolved queue for immediate recall at any time.

C.3.2.4.2. The operator must change a call status to 'Resolved' in order for the system to consider it satisfactorily handled.

C.3.2.4.3. An operator can refer or escalate a call to another respondent group or supervisor if they feel unable to handle it themselves after first picking up the call.

#### **C.3.2.5. Call queue status always visible**

C.3.2.5.1. The status of Call Queues is displayed on the main operational screen and this enables the status of all unresolved or action-item calls, unresolved calls, referred calls, etc. to be seen at a glance.

C.3.2.5.2. An Operator can instantly get further details and a listing from the particular queue.

#### **C.3.2.6. Extensive reports quickly available**

C.3.2.6.1. 'User' focus reports, 'Operator' focus reports.

C.3.2.6.2. A user's call records, either a single call or complete history can be presented as an on-screen report or printed out. Similarly, call reports related to a particular operator can be quickly called up.

C.3.2.6.3. A log is kept of elapsed time taken to resolve each call. If a resolved call is reopened then the log is opened again and the operator's name that opened and closed is recorded. These logged details should ideally form part of the individual Call report.

**C.3.2.7. 'Whiteboard' alert, auto-messaging facility**

C.3.2.7.1. A system-wide "Whiteboard" is available to flag and alert operators to messages - operators are alerted to important changes on the whiteboard automatically, and must view the whiteboard to clear the alert.

C.3.2.7.2. Whiteboard messages can be given a priority as to their importance to users.

**C.3.2.8. FAQ knowledge base facility**

C.3.2.8.1. The FAQ Knowledge Base will quickly become a key element in facilitating quick resolution of problems and a valuable experience repository.

C.3.2.8.2. The Knowledge Base should be designed with an in-built auto-prompt for Operators which makes it easy for them to add call resolution incidents to the knowledge base.

**C.3.2.9. Auto e-mailing and SMS messaging to operators and supervisory staff**

C.3.2.9.1. A special Call Response facility should be provided so that particular Operators and/or Supervisors can be sent automatic e-mail alerts as particular Calls come in e.g. these might be Categories of Calls with a 'Critical' Priority.

C.3.2.9.2. An option to use the in-built gateway which facilitates sending out an SMS message to respondent cell phones would be nice.

C.3.2.9.3. Option to export or store knowledge base information within Microsoft SharePoint.

**C.3.2.10. Auto e-mailing of new trouble ticket acknowledgement and resolution progress to Users**

C.3.2.10.1. Users are automatically sent an e-mail when they log a new Call to the Service Desk - and at the handling Operator's discretion they can also be sent e-mails automatically advising of Resolution of the Call, or progress in handling it.

**C.3.2.11. Password logon provides system security**

C.3.2.11.1. Both Operators and Users of the Service Desk can logon the system by password control.

C.3.2.11.2. Levels of 'system privilege' allow for supervisors to have more control, and facilitate differing privilege levels for Operators. - User empowerment.

**C.3.2.12. Customization of service desk software should be possible**

C.3.2.12.1. Within the Service Desk, users can customize many of the data entry areas to suit the particular business. For example, the Call Priorities, Call Categories, and Asset Category fields can be tailored to suit the AOC type of business.

C.3.2.12.2. Almost no limit to further customization that can be done to tailor the system to AOC operations would be nice.

**C.3.2.13. Work list management**

C.3.2.13.1.A dashboard piece that that can track and make notifications of aging issues, by way of an alert to the technician, as well as the supervisory console.

**C.3.2.14. Best practices**

C.3.2.14.1.Solution guides the establishment of new best practices for User Service and Help Desk staff.

C.3.2.14.2.The proposed solution adheres to ITIL Service Management concepts and methods.

**C.3.3. Asset Management Requirements**

**C.3.3.1. General System requirements**

C.3.3.1.1. Import/export capabilities

C.3.3.1.2. Must adhere to AOC-MIS Security Standards

C.3.3.1.3. Support for remote users and mobile devices that aren't on the network all the time

C.3.3.1.4. Provide web access and control of remote machines from a web browser. Web-based admin console

C.3.3.1.5. Provide patch management solutions

C.3.3.1.6. Ability to secure management features from unauthorized personnel

C.3.3.1.7. Support many operating systems including Windows, Linux, and Apple

C.3.3.1.8. Integrates with AOCMIS current solutions. i.e., SharePoint

**C.3.3.2. Inventory management**

C.3.3.2.1. Equipment/Asset Management/Software Database for Inventory Management - includes Barcodes

C.3.3.2.2. To facilitate Asset Management, an equipment database is integrated and user calls can be 'linked' to a particular product or item of equipment. This can easily build to be a comprehensive inventory management tool.

C.3.3.2.3. A built in barcode generation tool allows individual barcodes to be printed out for each asset item if this is required. This barcode generation feature should not require any special barcode fonts to be installed on any computer.

C.3.3.2.4. Tool should be able to gather information and compare it to a standard configuration and highlight the differences

C.3.3.2.5. Archive an asset when it is no longer useful or if lost or stolen

C.3.3.2.6. Automatically notify the system administrator/Help Desk when something falls out of compliance

C.3.3.2.7. Copy information from one asset to another

- C.3.3.2.8. Ability to save incomplete entries and complete them later (w/follow up flags)
- C.3.3.2.9. Accepts changes to assets from other systems
- C.3.3.2.10. Accepts new asset information from other systems
- C.3.3.2.11. Automatically depreciate assets periodically based on defined parameters
- C.3.3.2.12. Ability to track how many license agreements we own and to detect which applications are installed on users computers
- C.3.3.2.13. Accurate count of any hardware that hooks to a network
- C.3.3.2.14. Ability to take an accurate inventory of all software loaded on any network device
- C.3.3.2.15. Automatic notification of important events on the lifecycle of an asset (maintenance due, lease expiration, license renewal, etc.

### **C.3.3.3. Reporting requirements**

- C.3.3.3.1. Replicate existing mandatory reports
  - Build monthly invoices
  - Create envelopes from monthly invoices
  - Monthly invoice totals report
  - Monthly invoices report
  - Invoice report
  - Unpaid invoices report
  - Yearly invoices report
- C.3.3.3.2. Ability to produce (display or print) Ad-hoc reports for any time period and any duration with minimum selection criteria of:
  - Category
  - Manufacturer
  - Location
  - Role
  - Warranty expiration dates
  - Serial number(s)
  - Property tag number(s)
  - Part number(s)
  - Blank warranty expiration date
  - Inactive items
  - Surplus items
  - Sort by serial number
- C.3.3.3.3. Reports to verify accuracy of rollouts and upgrades
- C.3.3.3.4. Reports to provide system admin/HELP Desk with compliance issues
- C.3.3.3.5. Reports that provide data about the systems in your environment
- C.3.3.3.6. Inventory reconciliation support

### **C.3.4. Change Management Requirements**

In general, the requirements for Change Management are described in the ITIL Service Management concept and best practices.

#### **C.3.4.1. Request for Change (RFC) functionality**

C.3.4.1.1. Entry form for Create, Read, Update, Delete (CRUD) functionality

C.3.4.1.2. Log CRUD changes after initial submission

C.3.4.1.3. Compatible with SharePoint 2010

C.3.4.1.4. Audit Log to capture all notifications and updates

C.3.4.1.5. Ability to automatically send notifications associated with changes to various groups

C.3.4.1.6. Ability to establish groups such as Change Owners and Approvers

C.3.4.1.7. Establish Approver Groups to have authority to approve RFCs instead of having to re-assign an RFC to another manager if the Change Owner's manager is unavailable. Allow any manager in the group the Change Owner belongs to approve the change.

C.3.4.1.8. Ability to update an existing approved RFC

C.3.4.1.9. Contains at a minimum the following data fields:

Event

Date/Time Submitted

Requester UserID

Requester User Name

Requester E-mail address

Request Status (Draft, Active, Approved, Completed, Closed, Archived)

Planned Start Date & Time

Planned End Date & Time

Description of Change

Reason for Change

Special Instructions

Change Type

Category of Change

Risk Score including Probability, Impact and Score calculation

Impacted Units/Departments

Impacted Applications

Impacted Systems

Outage required?

Back Out / Recovery plan

Implementation Plan

Implementer

Change Owner and Manger ID

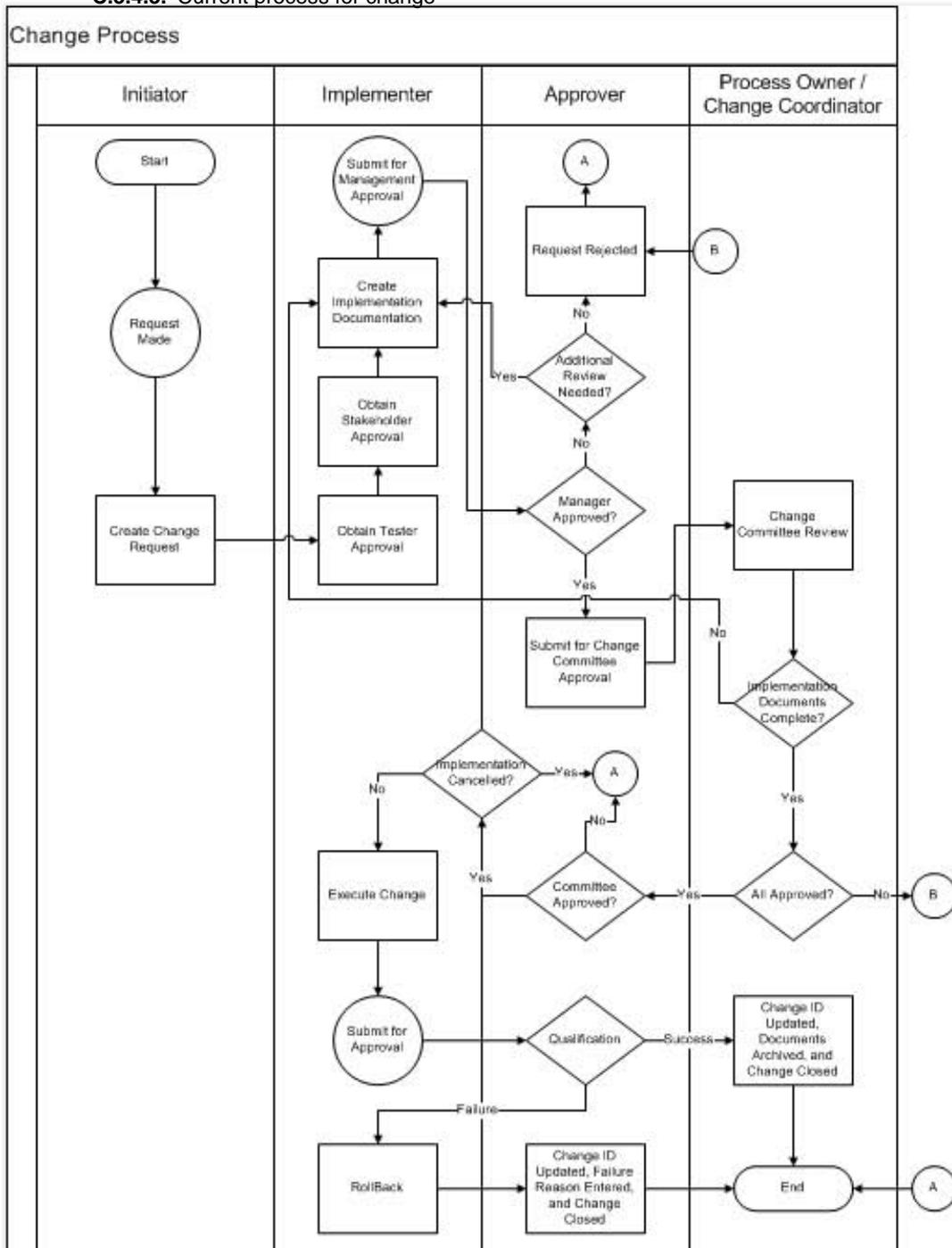
Message

**C.3.4.2. Change request advisory report and form**

C.3.4.2.1. A separate Form for Change Advisory Board Use Only

C.3.4.2.2. Scheduled Changes report

**C.3.4.3. Current process for change**



**C.4. Implementation, Training, and Support Services**

**C.4.1. Implementation services**

The Offeror must provide a detailed plan for implementing the proposed system. This information must include:

- C.4.1.1.** Project organization chart
- C.4.1.2.** Detailed implementation methodology
- C.4.1.3.** Conversion support and methodology

- C.4.1.4.** Implementation and training plan, including estimated time-frame and deliverables for each stage of the project
- C.4.1.5.** Expected number of AOC employees required at different stages/modules of the implementation process and for ongoing support
- C.4.1.6.** Level of expertise (e.g., novice, proficient or advanced) required of AOC staff for conversion and implementation, report writer, database and other system component maintenance, and for implementation and maintenance of hardware and software.
- C.4.1.7.** Sample Project Plan

**C.4.2. Training**

The Offeror must provide a detailed plan for training. This information must include:

- C.4.2.1.** An overview of proposed training, including options for on-site or training center services, end users and data processing personnel
- C.4.2.2.** Sample training outlines or manual
- C.4.2.3.** The Offerors training methodology and primary concepts used
- C.4.2.4.** Recommended training assessment and evaluation procedures
- C.4.2.5.** Must include one (1) full year of support following AOC award, as well as options for support in year two

**C.4.3. Support services from Offeror**

Specify the nature of any post-implementation support provided by the Offeror including:

- C.4.3.1.** Telephone support: include toll-free support hotline; hours of operation
- C.4.3.2.** Explanation of "levels" of user support and outlining features of each level (e.g., gold, silver, etc.)
- C.4.3.3.** Delivery method of future upgrades and product enhancements including historical frequency of upgrades by module
- C.4.3.4.** Availability of user groups
- C.4.3.5.** Problem reporting and resolution procedures, including escalation diagram
- C.4.3.6.** Documentation included with purchase; also include sample documentation for general ledger module
- C.4.3.7.** Other support (e.g., on-site, remote dial-in, Website access to patches, fixes and knowledge base)
- C.4.3.8.** Include a one (1) full year of support following AOC award, as well as options for support in year two (2) and beyond

**C.5. General product and solution questions to be answered**

- C.5.1.** Will full source code be provided in the price of the software?
- C.5.2.** Will the AOC be offered a risk-free trial period on the software during which we can return it for a full refund?
- C.5.3.** Is the software written in a commercially available development language which is still being enhanced and supported by the supplier?
- C.5.4.** What are the languages and technical frameworks the solution is built upon?
- C.5.5.** What is the cost for the first and subsequent years' maintenance, life cycle costs, for the proposed solution?
- C.5.6.** When a call for support is placed with the Offeror, to whom will we be speaking, and what is their background and experience with the software?
- C.5.7.** What is the average amount of time that lapses between a report of a bug and the 'fix' becoming available in the software?
- C.5.8.** Does the Service Desk software come with analysis tools for process improvement, a fully integrated Change Management System and an Asset Control Module that will accompany the Service Desk module?
- C.5.9.** Are there any restrictions as to which database, hardware platform, network, or operating system environment the software can run on?
- C.5.10.** What is the typical historical ratio (of platform specifications server and workstation) regarding the cost of implementation vs. the cost of the software?

- C.5.11.** What is the typical implementation time frame for an organization of our size?
- C.5.12.** Will you the Offeror provide a guaranteed maximum cost for any work that is done for the organization?
- C.5.13.** Does the Offeror offer a variety of cost-saving options and prices for Software Maintenance and Support, including options to receive only certain software upgrades and updates? Option to purchase software support services from the Offeror on an hourly basis, rather than paying an annual support and maintenance fee? Flat fee for unlimited multi-year support and maintenance (not annual fee)? Other innovative options?
- C.5.14.** What level of effort is required to install future upgrades of the software and the typical upgrade downtime?
- C.5.15.** What will be the financial obligation in regard to software upgrades and updates?
- C.5.16.** Are data conversion services available? Will the software have the ability to integrate with Microsoft Active Directory in such a way that our directory information will populate pertinent fields dynamically?
- C.5.17.** What is the status of technical documentation? Does it match the current proposed solution? Provide the version numbers of the proposed software solution and technical documentation.
- C.5.18.** Describe the design, capability, and functionality of the proposed application software including the level of integration between software components.

## **D. EVALUATION**

### **D.1. EVALUATION AND AWARD**

- D.1.1.** Proposals will be evaluated on the “best value” determination in accordance with the State of Oklahoma Statute Title 74, Section 85.
- D.1.2.** The State reserves the right to request demonstrations and question clarifications from any or all-responding Offerors.
- D.1.3.** The State reserves the right to accept or reject any or all proposals or any portion thereof.

### **D.2. COMPETITIVE NEGOTIATIONS OF PROPOSALS**

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

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

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

### **D.3. SELECTION CRITERIA**

- D.3.1.** Selection Criteria will be based on the Offeror’s response to the Solicitation Specifications, Cost, References, Offeror’s Financial stability (including information on any litigation), Offeror’s ability to comply with the Terms and Conditions of this Solicitation, demonstrations or interviews (if any) and information received during the Negotiation phase of the Solicitation process.

- D.3.2.** The Supreme Court may award a contract based on its initial review of proposals received without further evaluation or discussion of any proposals with any Offeror.
- D.3.3.** The Supreme Court reserves the right to request additional information or clarification of information from the Offerors during the Evaluation process. The Supreme Court may contact any Offeror in order to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Proposals may not be modified as a result of any such clarification request.
- D.3.4.** The Supreme Court reserves full discretion in conducting the evaluation of the proposals submitted and in determining the viability of Offeror's capabilities to fulfill the Court's requirements. If post proposal submission questions are required by the Supreme Court, Offerors are to provide, in a timely manner, any and all information that the Supreme Court may deem necessary to make a final decision.

#### **D.4. EVALUATION PROCESS**

- D.4.1.** Evaluation Process – Determination of Solicitation Responsiveness – Step 1
- D.4.2.** A responsive proposal is defined as a response that meets all the general mandatory requirements as outlined below:
  - D.4.2.1.** Responding Offeror Information Sheet complete Form 076
  - D.4.2.2.** Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
  - D.4.2.3.** Amendments, if issued, are acknowledged.
  - D.4.2.4.** Responses to all requirements shall be submitted utilizing the format and structure provided and defined in Section E.
  - D.4.2.5.** Meeting all requirements outlined above allows the proposal to proceed to the evaluation. Failure to meet all of the above may result in the proposal being disqualified from further evaluation.
  - D.4.2.6.** Note: The following evaluation process is not presented in any sequence as any section process may overlap the other in the evaluation.
- D.4.3.** Evaluation Process - Evaluation of Proposal – Step 2
 

In this step the proposal is evaluated for the amount of experience and proposed solutions to the written specifications in Section C

  - D.4.3.1.** Amount of experience, in years, providing software solutions (C.3.1) for:
    - D.4.3.1.1.1. Service Desk
    - D.4.3.1.1.2. Asset Management
    - D.4.3.1.1.3. Change Management
  - D.4.3.2.** Proposed Service Desk solution (C.3.2)
  - D.4.3.3.** Proposed Asset Management solution (C.3.3)
  - D.4.3.4.** Proposed Change Management solution (C.3.4)
  - D.4.3.5.** Proposed Implementation Services (C.4.1)
  - D.4.3.6.** Proposed Training (C.4.2)
  - D.4.3.7.** Proposed Support services (C.4.3)
  - D.4.3.8.** Answers to product and service questions (C.5)
- D.4.4.** Evaluation Process - Evaluation of Cost Proposal – Step 3
  - D.4.4.1.** Cost Proposal (E.6.1.15)
- D.4.5.** Evaluation Process - Proposal Clarification Interviews – Step 4 (if necessary)
  - D.4.5.1.** The evaluation process may, at the Supreme Court's discretion, include interviews with selected Offerors to clarify questions raised during the review and evaluation of proposals. Offeror representative(s) attending the interview must be individuals familiar with the proposal and who understand the scope of the statement of work in order to respond to questions related to the proposed system and its components, and shall include the key members of the proposed service delivery team.
  - D.4.5.2.** All Offeror costs associated with travel, if required, for proposal clarification interviews are the responsibility of the Offeror.

## E. INSTRUCTIONS TO OFFEROR

### E.1. INTRODUCTION

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

#### E.1.1. MANDATORY AND NON-MANDATORY TERMS

**E.1.1.1.** 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.

**E.1.1.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

### E.2. PREPARATION OF PROPOSAL

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

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

### E.3. SUBMISSION OF PROPOSAL

**E.3.1.** By submitting a proposal, Offeror 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.

**E.3.2.** If an Offeror fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the Offeror, or an error that reasonably should have been known by the Offeror, the Offeror shall submit an proposal at its own risk; and if awarded the contract, the Offeror shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If an Offeror takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.

**E.3.3.** Completeness of proposal(s): It is desirable that the Offeror respond in a complete, but concise manner. It is the Offeror's sole responsibility to submit information in the proposals as requested by the SOLICITATION. The Offeror's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the Offeror's proposal(s).

**E.3.4.** Hard Copies: the Offeror's proposal(s) should be paginated and include one (1) original General Proposal package, plus two (\_2\_) copies for a total of three (\_3\_) General Proposal packages. The Offeror's Cost Proposal package shall include one (1) original Cost Proposal, plus two (\_2\_) copies for a total of three (\_3\_) Cost Proposal packages. The documents front pages should indicate original or copy. No Cost proposal information shall be contained in the General Proposal packages.

**E.3.5.** The Offeror shall include seven (\_7\_) "machine readable" General Proposal packages, in Microsoft WORD or EXCEL formats (where required), on CDs or DVDs, of the Offeror's response. The Offeror shall include seven (\_7\_) "machine readable" Cost Proposal packages, in EXCEL. No Cost Proposal information shall be contained on the General Proposal package CDs or DVDs.

### E.4. EXPLANATION TO OFFERORS

**E.4.1.** Offerors who need clarification shall send their questions in writing via email to the Central Purchasing Contracting Officer shown on the RFP. No oral questions will be answered by the Contracting Officer. Oral explanations or instructions given by the Contracting Officer will not be binding on the State. Any information given an Offeror concerning this solicitation will be provided to all other Offerors after the deadline for questions and answers in the form of an Amendment to the solicitation. ***The deadline for all questions regarding this Solicitation is 3:00PM Central Daylight Time, August 11, 2011. No additional questions will be addressed after that date and time.***

**E.4.2.** Offerors who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the State. To be considered, a request for review must be received no later than the due date and time for submission of questions. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

**E.4.3.** When posing questions, every effort should be made to be concise and include section references, when possible.

**E.5. COST OF PREPARING PROPOSAL**

**E.5.1.** All costs incurred by the Offerors for proposal preparation and participation in this competitive procurement will be the sole responsibility of the Offerors. The State of Oklahoma will not reimburse any Offerors for any such costs.

**E.6. DELIVERABLES**

**E.6.1.** Each response to the RFP must include the following information:

**E.6.1.1.** In order to facilitate the analysis of responses to this RFP, Offerors are required to prepare their proposals in accordance with the major sections outlined below. Each Offeror is required to submit the proposal in a sealed package. Offerors should be sure the Deliverables are in both hard copy and in machine-readable format, per E.3.4 and E.3.5 above.

**E.6.1.2.** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. The requirements response section of the proposal should be submitted on disk AND in hard-copy as part of the submitted document. Expensive bindings, color displays, promotional material, etc., are neither necessary nor desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All pages should be numbered and clearly labeled. The proposal should be organized into the following major sections:

- Section Title
- Title Page
- Table of Contents
- Cover Letter
- Executive Summary
- Company Background
- Proposed Application Software and Computing Environment
- Optional/Third Party Software
- System Security
- Implementation Approach
- Maintenance and Support Services
- User References
- Responses to Functional/Technical Requirements
- Cost Quotations

**E.6.1.3. INSTRUCTIONS RELATIVE TO EACH PART OF THE RESPONSE TO THIS RFP ARE DEFINED IN THE REMAINDER OF THIS SECTION**

**E.6.1.4.** The Contractor shall provide all deliverables in hardcopy form and in electronic form, using the following software standards (or lower convertible versions):

<b>DOCUMENT TYPE</b>	<b>FORMAT</b>
<b>Text Documents</b>	<b>Microsoft Word 2007 or newer</b>
<b>Spreadsheets</b>	<b>Microsoft Excel 2007 or newer</b>
<b>Presentations</b>	<b>Microsoft PowerPoint 2007 / Visio 2007 or newer</b>
<b>Project Schedules and Plans</b>	<b>Microsoft Project 2007 or newer</b>

**E.6.1.5.** Cover Letter

A Cover Letter shall be provided on Company letterhead. The Cover Letter shall indicate any and all exceptions to the Terms and Conditions of this RFP and be signed by a representative authorized to legally bind the Company in a contractual relationship.

**E.6.1.6.** Executive Summary

The Executive Summary portion of the response to the RFP should be limited to a brief narrative highlighting the Offeror's proposal. The summary should contain as little technical jargon as possible and should be oriented toward non-technical personnel. The Executive Summary should not include cost quotations.

#### **E.6.1.7. Company background and other information**

Offerors must provide the following information about their company so that the Supreme Court can evaluate the Offeror's stability and ability to support the commitments set forth in response to the RFP. The Supreme Court, at its option, may require an Offeror to provide additional support and/or clarify requested information.

The Offeror should outline the company's background, including:

- Offerors must indicate the complete name of firm or person(s) submitting proposal, the main office address, primary and secondary contact person(s) and their respective telephone numbers (including area codes).
- How long the company has been in business.
- A brief description of the company size and organization.
- The number of installations in the U.S.A. and the number in Oklahoma.
- Offerors should present information to demonstrate financial stability and performance, in the form of the last three years audited financial statements or the last three-year's tax returns. A certified review may be accepted. Note: Must be submitted, at the latest, prior to award.
- If the Offeror is a subsidiary of another entity, the last three years audited financial statement or 3-year tax returns of the parent company must also be submitted. The State reserves the right to withhold award on an Offeror who is deemed financially weak. The determination of financial status will be made by the State at their sole discretion.
- Offerors should present information regarding any ongoing or past litigation for the previous five (5) years or clearly state there has been no litigation for the previous five years.
- Certificates of Insurance must be submitted as required in A.25 of the Request for Proposal.
- Resumes and References – The responding Offeror shall supply copies of the resume and any certifications held by the primary Contract contact person, the personnel proposed for technical maintenance and support, and the personnel proposed for service that will be performing duties on this contract. The State reserves the right to contact other known clients of the Offeror.

#### **E.6.1.8. Proposed application software and computing environment**

The Offeror must present, in detail, features and capabilities of the proposed application software. In addition, the following information should be included:

**Hardware Environment:** Describe the hardware environment required to utilize the proposed software. In the event there is more than one suitable hardware platform, list all options indicating the relative strengths and drawbacks (if any) of each.

**Operating System:** Identify the operating system required by the proposed applications software in the hardware environment recommended above. In the event there is more than one suitable operating system, list all options indicating the relative strengths and drawbacks (if any) of each.

List the operating system software support products required to support the recommended computing environment. List any additional Offeror software products required to support your proposed application software.

#### **E.6.1.9. Optional / third-party software**

The Offeror should explicitly state the name of any third-party products that are part of the proposed solution to the AOC's list of requirements. For each third-party product, there should be a statement about whether Offeror's contract would encompass the third-party product and/or whether the AOC would have to contract on its own for the product.

Include a description of any products, features or other value added components available for use with the proposed financial system that have not been specifically requested in this RFP. Consideration of these products features or other value added components will be given where these may be of value to the Supreme Court.

#### **E.6.1.10. System security**

The Offeror should include a detailed description of the proposed system's security features.

#### **E.6.1.11. Implementation Approach**

The Offeror should provide a detailed plan for implementing the proposed system within 60 days of receiving the award. Implementation should include all activities and purpose described in section C. A sample implementation plan must be included in the proposal.

**E.6.1.12. Maintenance and Support Services**

The Offeror should provide a detailed explanation of various options and services for maintaining and supporting the proposed system.

**E.6.1.13. User References**

Offerors should provide at least three (3) user references, of the Offerors most recent installations, that are similar in size and complexity to the Supreme Court of Oklahoma which serves 2,500 direct users and the general public. Submit references for fully completed installations to the extent possible. Information should include at the minimum: name of user reference, name of agency's project manager, address, telephone, and e-mail, software version and optional modules purchased, date of purchase.

**E.6.1.14. Attachment D – Response to functional / technical requirements**

Offerors should respond to the Requirements portion, Section C above, of this RFP, point by point, in this section of the Offeror's proposal

**E.6.1.15. Attachment E - Cost Proposal**

The AOC will consider both fixed price proposals and rates of proposed consultants. Offerors will use the forms included as described in Section H. Include the following information:

- Solution total proposal price
- Solution price proposal detail (list all costs to the AOC)
  - Service Desk solution
  - Asset Management solution
  - Change Management solution
  - Implementation services
  - Training services
  - Support services
  - 5 year maintenance costs for each proposed software solution
  - Other
- Pricing method (e.g. turnkey, hourly rates, materials, travel, etc.)
- Prices shall be inclusive of all travel related expenses. State will not reimburse any consultant directly for any travel expenses
- Include estimated work hours for each proposed consultant and associated fees
- Respondents submitting hourly prices must include an estimate of total project costs
- Consultants proposed must have resumes listed in Section E.6.1.7

**F. CHECKLIST**

None

**G. OTHER**

None

## H. PRICE AND COST

### H.1. Price and Cost Form

For required modules (as listed in Section C) use the form below (assume 10 concurrent users and x total users). The Offeror may also submit a custom standard quote form in addition to this form. If an 'Offeror formatted' quote is included, the Offeror must also include an explanation of how those figures map to this form. The sum totals of both forms should be equal.

Description of SOLUTION costs	Year 1	Year 2	Year 3	Total – Yrs. 1 – 3
1. Software / License Fees				
2. Data Conversion, if any				
3. Implementation Services, if any				
4. Training				
5. Support and Maintenance				
6. Other, please itemize				
7.				
8.				
Total By Year				

**H.2. Price and Cost Form for Optional solution**

For any proposed optional modules use the form below (assume 10 concurrent users and 20 total users). The Offeror may also submit a custom standard quote form in addition to this form. If an 'Offeror formatted' quote is included, the Offeror must also include an explanation of how those figures map to this form. The sum totals of both forms should be equal.

Description of OPTIONAL solution costs	Year 1	Year 2	Year 3	Total – Yrs. 1 – 3
9. Software / License Fees				
10. Data Conversion, if any				
11. Implementation Services, if any				
12. Training				
13. Support and Maintenance				
14. Other, please itemize				
15.				
16.				
Total By Year				