



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

Amendment of Solicitation

Date of Issuance: 4/29/2013 Solicitation No. 0900000081

Requisition No. _____ Amendment No. 02

Hours and date specified for receipt of offers is changed: No Yes, to: _____ CST/CDT

Pursuant to OAC 580:15-4-5©, this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

- (1) Sign and return a copy of this amendment with the solicitation response being submitted; or,
- (2) If the supplier has already submitted a response, this acknowledgement must be signed and returned prior to the solicitation deadline. All amendment acknowledgements submitted separately shall have the solicitation number and bid opening date printed clearly on the front of the envelope.

ISSUED BY AND RETURN TO:

Office of Management and Enterprise Services
ISD Procurement Attn: Sheri Keller
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105

Sheri Keller
Procurement Officer
405-521-6480
Phone Number
Sheri.keller@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

Section E.10 Deliverables:

E.10.8 Financial Status – Offeror should present information to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required) Note: This information must be submitted, at the latest, prior to award. If the contractor is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a contractor who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.

Clarification or additional documents may be requested.

This is a **MANDATORY DELIVERABLE**

Section A General Provisions:

A.11 Firm Fixed Price Unless the solicitation specifies otherwise, an offeror shall submit a firm, fixed price for the term of the contract.

This solicitation **only** will not be based on Firm Fixed Price

Section E. Instruction to Offerors:

E.11.1 should be stricken from RFP. Refer to Responding Bidder Information Form, 076, #5

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**)

Date

Authorized Representative Name (**PRINT**)

Title

Authorized Representative Signature



Bob Tisone

Question 1. Can OMES share what projects are planned in the next 12 to 24 months along with the roles/staff that may be procured a contract awarded under this procurement, to include quantity, that are currently being considered? Also, what may be term or period of the engagement(s) for these projects that are currently under consideration?

Answer 1. State of Oklahoma:

OMES has not established criteria for any of these areas.

Page comment added by Michael Penney

Questions:

Question 2. Can the state please provide a breakdown of criteria for their definition of “best value determination?”

Answer 2. State of Oklahoma:

Best Value determination is as stated as in Oklahoma Central Purchasing Act , Title 74 85.2, Definitions .

Best value criteria means evaluation criteria which may include, but is not limited to the following:

- a. The acquisition’s operational cost a state agency would incur.
- b. The quality of the acquisition, or its technical competency
- c. The reliability of the bidder’s delivery and implementation schedules
- d. The acquisitions’ facilitation of data transfer and systems integration
- e. The acquisitions warranties and guarantees and the bidder’s return policy
- f. The bidders financial stability
- g. The acquisitions adherence to the state agency’s planning documents and announced strategic program direction
- h. The bidders industry and program experience and record of successful past performance with acquisitions of similar scope and complexity
- i. The anticipated acceptance by user group and
- j. The acquisitions use of proven development methodology and innovative use of current technologies that lead to quality results

Question 3. Can the state provide job descriptions and a list of qualifications for each of the positions?



Answer 3. State of Oklahoma:

Please reference the following sections for the RFP. C.1. Skills and C.2 Qualifications. Please also see "Attachment A" excel spreadsheet for labor categories.

Question 4. Are the requested labor rates expected to be on a per hour basis?

Answer 4. State of Oklahoma:

Yes, each of the requested labor rates are expected to be on a per hour basis.

Question 5. Is the expected pricing model Time and Materials or Firm Fixed Price?

Answer 5. State of Oklahoma:

Please see correction in amendment

Question 6 If we are a privately held institution, do we need to submit tax returns?

Answer 6. State of Oklahoma:

Please see amendment addressing this as a mandatory requirement.

Page comment added by [Michael Penney](#)

Additional Questions:

Question 7. Regarding the Terms and Conditions, can you please advise per section A.49 what polices this is referring to so that they can be reviewed?

Answer 7. State of Oklahoma:

Each agency has agency level policies regarding the use of internet and electronic mail etc. If your company should be awarded a contract and subsequently issued a purchase order by an agency, you would be working directly with the agency that requested your services. The agency will provide the vendor with their individual policies. The vendor is required to review policies with their staff.

The vendor must abide by any set rules that the agency has in place regarding the list of items mentioned in section A.49

Question 8. Regarding the Section A.64.4 of the Terms and Conditions, upon review there appears to be a lot of items that do not apply to a supplemental staffing engagement. Would language as following be something that would be considered for modification or would this lead to a disqualification if included in the RFP,



“Agency agrees to adhere to the following Information Security Policies to the extent applicable to the supplemental staffing services provided hereunder.”

Answer 8. State of Oklahoma:

This solicitation does not have a section A.64.4.

Question 9. Regarding Section B.4 of the Terms and Conditions, a warranty for defective services is not typically something we agree to in a supplemental staffing situation where all work is done on a time and materials basis under the daily technical direction of the State. Would language limiting this correction of defective services to a certain period of non billable time or the addition of language of what indicates when services are acceptable be considered for modification or would this lead to a disqualification if included in the RFP?

Answer 9. State of Oklahoma:

Offerors may include a list of exceptions to any terms and conditions.

Question 10. Regarding the disclosure of company financials, as a privately held company, we do not release financial statements as a matter of corporate policy. Typically we disclose credit ratings and reports, Dun & Bradstreet reports and other industry analytics to share as much information as possible to demonstrate our financial stability and strength. Would this information be acceptable in lieu of the financial reports?

Answer 10. State of Oklahoma:

Please see amendment addressing this as a mandatory requirement.

Amber Mitchell

A.11. Firm Fixed Price: Unless the solicitation specifies otherwise, an offeror shall submit a firm, fixed price for the term of the contract.

Question 11: *May offerors propose different labor category rates for different contract years? If so, how should these be submitted?*

Answer 11 State of Oklahoma:

Please see correction in amendment regarding firm fixed price. Our expectation is that this will be re-competed every year.



A.15.4. 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.

Question 12: In the event the State awards to multiple vendors, is it the State's intent to award to the smallest number of vendors possible – or to award to a large number of vendors in order to have a larger pool from which to draw?

Answer 12. State of Oklahoma:

Please refer to the following section of the RFP section D. Evaluating § D.3. Competitive Negotiations of Offers & § D.4. Evaluation Process

A.44. Conflict of Interest

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

Question 13. In order for offerors to comply with this requirement, will the State provide a list of State contractors involved in the development of this solicitation?

Answer 13. State of Oklahoma:

Section A.31 Preclusion From Resulting Contracts

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

[15 categories]

Question 14. May offerors respond only to a subset of the 15 different contract categories? Within categories, must offerors provide labor rates for every labor category?

Answer 14. State of Oklahoma Answer:

Yes, offerors may respond to all or some of the labor categories.

Question 15. Does the State intend for this contract to be used solely for staff augmentation purposes or will deliverables-based (solutions) contracts also be contracted through this vehicle?



Answer 15. State of Oklahoma:

Both situations may be applicable.

Page comment added by [Kulpreet Singh](#)

Page 19, Section C.2 – Qualifications

The following is mentioned under this section

Respondents should provide the following items:

- *Corporate resumes describing prior similar engagement and their deliverables*

Question 16: In response to this requirement, we assume that we need to attach the resumes of our Contract management team who will manage this contract. This will not include resumes of the technical consultants as the requirements for this will come at later stage thru work order. Please confirm.

Answer 16. State of Oklahoma:

Corporate resumes are resumes of your company's accomplishments with regard to performing similar engagements, which should include any project deliverables that were submitted.

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Page comment added by [Dan Aleto](#)

Question 17. A.11. Firm Fixed Price

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

Since this RFP is seeking rates, does this question mean that the rates shall be fixed for the term of the contract/RFP?

Answer 17. State of Oklahoma:

Please see correction in amendment regarding firm fixed price.

Question 18. A.15. Award of Contract

A.15.4. 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.

Is the single award relative to this IDIQ? or Will this RFP be awarded to multiple offerers that can participate in individual contract awards?

Answer 18. State of Oklahoma:

Please see section A.15 Award of Contract

A.15.1 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.15.2 Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.

A.15.3 In order to receive an award or payments from the State of Oklahoma, vendor must be registered. The vendor registration process can be completed electronically through the DCS website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

A.15.4 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.

Question 19. A.43. Contract

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

This RFP is scheduled as a One (1) year award. Will contracts awarded in terms longer than this IDIQ operate under this IDIQ.?

Answer 19. State of Oklahoma:

Our expectation is that this will be re-competed every year.

Question 20. A.47. Offshore Services

No offshore services are provided pursuant to this contract. The use of State of Oklahoma information by Contractor Services located internationally will be limited to Implementation and Service Support. No proprietary information can be used for troubleshooting without permission from an authorized Office of Management and Enterprise Services Representative.

Please clarify the states definition of offshore services. Will delivery from other US States and Territories be acceptable?



International resources ARE allowed in IMPLEMENTATION and SERVICE SUPPORT.

Answer 20. State of Oklahoma:

Section A. General Provisions. The following provisions shall apply where applicable to the solicitation.

Question 21. B.2. Contract Term, Renewal and Extension Option

B.2.1. extended, or terminated in accordance with applicable contract provisions. The contractor shall not commence

work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of

the contract. The authorized State representative is the only individual who can transmit that approval to the

contractor. One (1) Year unless renewed,

How many renewals or extensions are allowed under this RFP?

Answer 21. State of Oklahoma:

Our expectation is that this will be re-competed every year.

Question 22B.10. Type of Contract What is the scope for usage of this RFP? State/Local/Education? Oklahoma Only? Other States?

Answer 22. State of Oklahoma:

The scope of usage for this contract is all of the above. All State agencies & Education

Question 23. C Solicitation Specifications

C.2. Qualifications Is there a schedule for any Oral responses to this RFP? D Evaluation

Answer 23. State of Oklahoma:

There is not a schedule at this time.

Question 24. D.2. Proposal Clarification Questions

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



contractor(s) shall put such clarifications in writing. The clarification shall not alter or supplement the proposal.

Is there a set timing to complete this clarification?

Answer 24. State of Oklahoma:

At this point, there is no date set. If clarification is required, a time will be set as soon as possible to provide the vendor and the State ample time to meet a required deadline.

Question 25. Respondents should provide the following items:

- Corporate resumes describing prior similar engagement and their deliverables
- Customer references from at least three prior engagements in similar environments.
- Detailed explanation of how engagements will be structured

Personal interviews with proposed staff may be required prior to initiating any engagement resulting from this contract or a follow on purchase order.

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

The initial contract period shall begin on the effective date and shall extend through
Please provide additional work clarification for the types of work, Transition, Maintenance, Enhancement, Application Development, Functional Analysis and Project Governance in the following work categories:

Answer 25. State of Oklahoma:

OMES is unable to provide an answer for this question. Per section E.8.3, this question is not clear and concise.

Question 26. B.2. Contract Term, Renewal and Extension Option

B.2.1.

This shall be a non-mandatory statewide competitive contract(s) that is available to all State agencies. Other government entities

may avail themselves of this contract.

What is the scope for usage of this RFP? State/Local/Education? Oklahoma Only? Other States?

Answer 26. State of Oklahoma:



Redundant question. Refer to Q&A #22

Question 27. C Solicitation Specifications

C.2. Qualifications

Respondents should provide the following items:

- Corporate resumes describing prior similar engagement and their deliverables
- Customer references from at least three prior engagements in similar environments.
- Detailed explanation of how engagements will be structured

Personal interviews with proposed staff may be required prior to initiating any engagement resulting from this contract or a follow on

purchase order.

D Evaluation

Answer 27. State of Oklahoma:

Redundant question. Refer to Q&A #25

Question 28. D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the contractor(s) shall put such clarifications in writing. The clarification shall not alter or supplement the proposal.

Is there a set timing to complete this clarification?

Please provide additional work clarification for the types of work, Transition, Maintenance, Enhancement, Application Development, Functional Analysis and Project Governance in the following work categories:

Unable to render content due to system error: Hibernate operation: could not insert:

[com.atlassian.confluence.pages.Comment#39191382]; SQL []; Duplicate entry '39191382' for key 1; nested exception is com.mysql.jdbc.exceptions.jdbc4.MySQLIntegrityConstraintViolationException: Duplicate entry '39191382' for key 1

Answer 28. State of Oklahoma:



Redundant question. Refer to Q&A #23 &24

Page comment added by [Jan Powell](#)

Question 29.

For the Pricing Sheet section F, we understand that some of the work is considered contract labor and will be an hourly rate. However, how do you want us to provide statement of work based pricing at an hourly rate? example: Cable pull - Do you want a cost to pull 1- 100' cable run? or do you want the cost of a person who can pull cable hourly? There are mutiple examples within your pricing sheet,another example is "Access control methodologies" that don't fit an hourly rate approach.

Answer 29. State of Oklahoma:

The hourly approach as stated in section F.1.1 of the solicitation.

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Page comment added by [Dan Aleto](#)

Question 30: Would you please post a Word version of the RFQ? thank you

Answer 30. State of Oklahoma:

Word version has been uploaded.

[0900000081](#)

Page comment added by [Dan Aleto](#)

Question 31: Please provide additional work clarification for the types of work, Transition, Maintenance, Enhancement, Application Development, Functional Analysis and Project Governance in the following work categories:

- Administrative Services
- IT Project Management
- IT Governance
- Service Level Agreement
- Business Analysts
- Technical Writer
- IT End-User Trainer



Security Maintenance and Support
Development Software Maintenance
System and System Component Administration Services
Database Analysis Service
Software Coding Service
Mainframe Administration Service
Security Design and Support
Business Continuity/Disaster Recovery Planning
Access Control Methodologies
Code Review

Answer 31. State of Oklahoma:

[See Attachment B labeled skill set descriptions.](#)

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Page comment added by [Dan Aleto](#)

Question 32: Please provide additional work clarification for the types of work, Transition, Maintenance, Enhancement, Application Development, Functional Analysis and Project Governance in the following work categories: Administrative Services

Security Maintenance and Support
System and System Component Administration Services
Security Design and Support
Business Continuity/Disaster Recovery Planning
Access Control Methodologies
Code Review
Database Analysis Service
Software Coding Service



Mainframe Administration Service

Development Software Maintenance

Management Information Systems MS

Application Development and Support

Creston

Banner

Mainframe Production Control

SDLC Performance Management

SDLC – Business Plans

Mainframe Systems Support

App Worx

BPEL/SOA

Luminis Portal

Metrics Consulting

Knowledge Management

Performance and Monitoring

CMS Consulting and Contract Development

Programming for CLIST

Consulting Programming for [PowerBuilders]

Graphic Designers

Database Design

IT Project Management

IT Governance



Service Level Agreement

Business Analysts

Technical Writer

IT End-User Trainer

Answer 32. State of Oklahoma:

See Attachment B labeled skill set descriptions.

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Page comment added by [Jan Powell](#)

Question 33: Can the due date of the RFO response be extended for 3 weeks until May 15?

Answer 33. State of Oklahoma:

Amendment One extended the due date to 3:00 PM CST May 14. No other extensions will be given.

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Page comment added by [Jan Powell](#)

In regard to the pricing sheet:

Question 34. In quoting hourly labor, we would need to know the level of expertise needed for task to be performed?

Answer 34. State of Oklahoma:

Quote all levels of expertise that your company provides, in attachment A. Add level of expertise in column "c"; use column "d" Labor Category, as many times as needed to capture each level.



Labor Category		Labor Rate	Qty	Ext Price
Audio Visual Installation and Services				
<small>NOTE: CLICK ON CELL THEN ON DROP-DOWN BOX TO SELECT LABOR CATEGORY</small>				
Level 1	Wire pulls and termination	20.00		\$ 20.00
Level 2	Wire pulls and termination	22.00		\$ 22.00
Level 3	Wire pulls and termination	24.00		\$ 24.00
Level 4	Wire pulls and termination	26.00		\$ 26.00
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Example: TOTAL Audio Visual Installation and Services				\$ 92.00

More lines can be added to the spreadsheet if needed.

Question 35 . Would you suggest that responders provide pricing for up to four skill levels of expertise per skill set?

Answer 35. State of Oklahoma:

See previous answer

Question 36: To clarify, should responders quote beginner level of expertise?

Answer 36. State of Oklahoma:

See answer #34

Question 37: Should responder pick one level of skill set for response?

Answer 37. State of Oklahoma:

See answer #34

Question 38: In quoting hourly labor, is it acceptable to quote travel outside of the hourly rate? Depending on the specific skill set and description needed for a job, responder will not know if travel is needed or cost of the travel until actual engagement. If travel is involved how should it be addressed?

Answer 38. State of Oklahoma:

In this particular solicitation the offsite rates does not apply. If your company is awarded a contract and later competes in a RFP, see section E.12 Rules of Engagement, section A.10.3 of this solicitation will apply.

Question 39: Based on the issue regarding level of expertise with contract labor versus project based



work, how will the State use the extended pricing total on the pricing sheet?

Answer 39. State of Oklahoma:

Per the RFP, section F.1 Pricing Template, each project will be completed at an hourly rate

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Page comment added by [Mohit Goyal](#)

Question 40: When do we expect answers to our queries?

Answer 40. State of Oklahoma:

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Page comment added by [Dianne Bauer](#)

Regarding the Pricing Sheet:

Question 41: Within each labor category – Can the state provide job descriptions and a list of qualifications for each of the positions?

Answer 41. State of Oklahoma:

See answer 31

Question 42: In quoting hourly labor, would you suggest that responders provide pricing for differing levels of expertise for each position?

Answer 42. State of Oklahoma:

See answer 34

Question 43: Should responder provide a job description by role and by level of expertise for each role we are proposing as an attachment to the pricing spreadsheet?

Answer 43. State of Oklahoma:

Your company may choose to provide this information.

Regarding Pricing:

A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in



performance of the contract shall be included in the total bid price/contract amount.

Question 44: When quoting hourly labor, is it acceptable to quote both an onsite rate and an offsite rate?

Answer 44. State of Oklahoma:

In this particular solicitation the offsite rates does not apply. If your company is awarded a contract and later competes in a RFP, see section E.12 Rules of Engagement, section A.10.3 of this solicitation will apply.

Question 45: For travel expenses, should those be included or excluded from the rate (if travel is required)?

Answer 45. State of Oklahoma:

In this particular solicitation the offsite rates does not apply. If your company is awarded a contract and later competes in a RFP, see section E.12 Rules of Engagement, section A.10.3 of this solicitation will apply.

Regarding the disclosure of company financials:

Question 46: As a privately held company, we do not release financial statements or tax returns as a matter of corporate policy. What other information would be acceptable in lieu of the financial reports?

Answer 46. State of Oklahoma:

The financial reporting is a mandatory requirement. Please see amendment addressing this as a mandatory requirement.

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Page comment added by [Marcus Ryle](#)

Question 47: The Solicitation outlines that respondents are to submit one original plus one electronic copy. Is the State looking for additional hard copies besides the one original? If so, how many hard copies should we provide?

Answer 47. State of Oklahoma:

Only one hard copy is required.

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Page comment added by [Marcus Ryle](#)

Question 48: If a vendor responds to multiple Services or Labor Categories, is it possible the State will



award the vendor only on a subset of those categories responded to?

Answer 48. State of Oklahoma:

Please refer to the following section of the RFP section A.15 Award of Contract, A.15.1.

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Page comment added by [Marcus Ryle](#)

On the pricing worksheet under Application Development and Support, Labor Category Oracle/[PeopleSoft]:

Question 49: Is it acceptable for the respondent to include multiple role descriptions and rates under this labor category?

Answer 49. State of Oklahoma:

Please refer to "Attachment A" (excel spreadsheet. All roles have been identified offerors must submit pricing as instructed per the RFP section F.1 Pricing § F.1.1.

F.1. Pricing Template

F.1.1. The attached excel pricing template is to be used to provide your hourly cost per labor category under each group. No other pricing format will be accepted.

Question 50: For the Qty field in the pricing worksheet, is the State looking for a quantity of hours total or is it ok to populate with the number "1" or "per hour" since the intent is only to estimate a rate per hour?

Answer 50. State of Oklahoma:

The quantity is not required at this time.

Per section E.8 General Solicitation Questions, E.8.3 When posing questions, every effort should be made to: a) be concise, b) include section references, when possible, c) do not use tables or special formatting, use simple lists. The following two questions have been taken out of the table and listed below.

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Page comment added by [Contract Administration](#)

E.10. Deliverables

Note: Deliverables are to be in both hard copy and in a single machine-readable format, preferably in Microsoft Word format, on either CD or DVD.



Question 51: The State has provided solicitation documents as "PDF" files and an "XLS" file. Some of the forms required for proposal submission are in PDF format. For consistency, may offerors provide our machine-readable written proposals in "PDF" format? (Note: it is understood that the Excel Pricing Template will be used for Pricing and not converted to any other format.)

Answer 51. State of Oklahoma:

Yes it is acceptable for your company to submit form 076, Responding Bidder Information and form 004, Certification of Competitive Bid and Contract in PDF.

Solicitation 0900000081 Attachment A

Question 52: Columns B and C do not have drop down boxes, what does the Government expect to see in these columns?

Answer 52. State of Oklahoma:

The State does not expect to see any information in those boxes.

# RFP Section Number	Questions
1. E.10. Deliverables Note: Deliverables are to be in both hard copy and in a single machine-readable format, preferably in Microsoft Word format, on either CD or DVD.	The State has provided solicitation documents as "PDF" files and an "XLS" file. Some of the forms required for proposal submission are in PDF format. For consistency, may offerors provide our machine-readable written proposals in "PDF" format? (Note: it is understood that the Excel Pricing Template will be used for Pricing and not converted to any other format.)
2. Solicitation 0900000081 Attachment A	Columns B and C do not have drop down boxes, what does the Government expect to see in these columns?

0900000081

Page comment added by [Mohit Goyal](#)

[Solicitation0900000081AttachmentA.xls](#)

it has few drop down entries which are empty. e.g. Under System and System Component Administration Services: first row under this IT Professional services Local Area network LAN Maintenance or Support labor



category. when going to next row, it gives empty or non-relevant labor category.

Question 53. Please confirm if this is by mistake and providing revised xls file.

Answer 53. State of Oklahoma:

Please see Attachment A Pricing Template IT Staffing, Amendment 1.

Question 54. We assume that we can bid on few IT Professional Service, and can provide hourly rates for selective labor categories under that IT Professional category.

Answer 54. State of Oklahoma:

Yes, offerors may respond to all or some of the labor categories.

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Page comment added by [Mohit Goyal](#)

OMES/ISD PROCUREMENT – FORM 076ISD,

Question 55 Point 4: Oklahoma Sales Tax Permit:

Answer 55. State of Oklahoma:

No, it is not mandatory to have an Oklahoma Sales Tax Permit prior to proposal submission. The offeror should contact the State of Oklahoma Tax Commission.

Question 56: Point 5: Registration with the Oklahoma Secretary of State

Answer 56. State of Oklahoma:

No, it is not mandatory to be registered with the State of Oklahoma prior to proposal submission. See amendment two.

Is it mandatory to have both of the above prior to bid submission? We assume that these will be required after award of contract with State of OK. Please confirm if our assumption is true.



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

Amendment of Solicitation

Date of Issuance: 4/12/2013 Solicitation No. 0900000081

Requisition No. _____ Amendment No. 01

Hours and date specified for receipt of offers is changed: No Yes, to: 3:00 CST/CDT

Pursuant to OAC 580:15-4-5©, this document shall serve as official notice of amendment to the Solicitation identified above. Such notice is being provided to all suppliers to which the original solicitation was sent. Suppliers submitting bids or quotations shall acknowledge receipt of this solicitation amendment prior to the hour and date specified in the solicitation as follows:

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ISSUED BY AND RETURN TO:

Office of Management and Enterprise Services
ISD Procurement Attn: Sheri Keller
3115 N. Lincoln Blvd.
Oklahoma City, OK 73105

Sheri Keller
Procurement Officer
405-521-6480
Phone Number
Sheri.keller@omes.ok.gov
E-Mail Address

Description of Amendment:

a. This is to incorporate the following:

The closing date for question on Solicitation 0900000081 has been extended to 03:00 CST on 04/19/2013. All questions must be posted on the wiki. Any questions sent by email or phone will not be answered.

<https://wiki.ok.gov/display/itprocurement/0900000081>

The closing date for proposal submission to Solicitation 0900000081 has been extended to 3:00 CST on 05/14/2013

b. All other terms and conditions remain unchanged.

Supplier Company Name (**PRINT**) _____ Date _____

Authorized Representative Name (**PRINT**) _____ Title _____ Authorized Representative Signature _____



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

Solicitation

1. Solicitation#:0900000081

2. Solicitation Issue Date: 3/26/2013

3. Brief Description of Requirement:

Statewide contract that encompasses all spectrums of IT Services.

4. Response Due Date: April 24, 2013

Time: 5:00 CST

5. Issued By and Return Sealed Bid To:

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

6. Contracting Officer:

Name: Sheri Keller

Phone: (405)521-6480

Email: sheri.keller@omes.ok.gov



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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. Definitions

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

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a State agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Addendum" means a written modification to a contract.
- A.1.3.** "Alteration" means a modification an offeror makes to a solicitation response prior to the response due date.
- A.1.4.** "Alternate or alternative offer" means an offer, which contains an intentional substantive variation to a basic provision, specification, term or condition of the solicitation.
- A.1.5.** "Amendment" means a written change, addition, correction, or revision to a solicitation made by the state agency responsible for making the acquisition.
- A.1.6.** "Bid" means an offer in the form of a bid, proposal or quote an offeror submits in response to a solicitation;
- A.1.7.** "Bidder" means an individual or business entity that submits a bid or proposal in response to an invitation to bid or a request for proposal. When used in this Chapter, bidder is synonymous with a "supplier", "vendor", or "offeror" responding to a solicitation.
- A.1.8.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, limited liability limited partnership, sole proprietorship, joint stock company, consortium, or other legal entity recognized by statute;
- A.1.9.** "COTS" means Commercial off the Shelf.
- A.1.10.** "Contract" means the final agreement under which the services and/or products shall be governed.
- A.1.11.** "Contractor" means the Business Entity with whom the State enters into this contract.
- A.1.12.** "Close of business" means 5:00PM Central Time.
- A.1.13.** "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.14.** "Government Entities" means State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.15.** Minor Deficiency or "minor informality" means an immaterial defect in a response or variation in a bid from the exact requirements of a solicitation that may be correct or waived without prejudice to other offerors. A minor deficiency or informality does not affect the price, quantity, quality, delivery or conformance to specifications and is negligible in comparison to the total cost or scope of the acquisition.
- A.1.16.** "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.17.** "Offeror" shall be synonymous with "vendor", "bidder", or other similar term;
- A.1.18.** "Procuring Agency" means the State of Oklahoma Agency initiating the procurement.
- A.1.19.** "Request for Information or RFI" means a non-binding procurement practice used to obtain information, comments, and feedback from interested parties or potential suppliers prior to issuing a solicitation.
- A.1.20.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to the Office of Management and Enterprise Services - ISD.
- A.1.21.** "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.1.22.** "State CIO" is the State Chief Information Officer, as used herein the CIO has the same authority as the State Purchasing Director for all IT and Telecommunications purchasing and are used interchangeably.
- A.1.23.** "Solicitation" means a request or invitation by the State Purchasing Director or a State agency for an offeror to submit a priced offer to sell acquisitions to the State. A solicitation may be an invitation to bid, request for proposal, or a request for quotation;

A.2. Offer Submission

- A.2.1.** Submitted offers shall be in strict conformity with the instructions to offeror, and shall be submitted with a completed "Responding Bidder Information" DCS-FORM-CP-076, and any other forms completed as required by the solicitation.
- A.2.2.** Offers shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the offeror shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", OSF-FORM-CP-004, must be made out in the name of the offeror and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4.** All offers shall be legibly written or typed. Any corrections to offers shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and shall be rejected as non-responsive.
- A.2.5.** All offers submitted shall be consistent with the Oklahoma Central Purchasing Act, the Central Purchasing Rules, and subject to the Information Services Act and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein, all of which are made part of this solicitation.
- A.2.6.** By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- A.2.7.** If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit a proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.2.8.** Offeror should note that this solicitation reflects those changes in the existing operation to increase efficiencies and streamline business environment in the State of Oklahoma. All previous solicitations or resultant contracts should not be either depended upon, perceived or interpreted to have any relevance on this exclusive solicitation.

A.3. Solicitation Amendments

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

A.4. Offer Change

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

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

By submitting an offer to this solicitation:

- A.5.1.** The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
 - A.5.1.1.** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State of Oklahoma or local department or agency;

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

A.6. Offer Public Opening

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

A.7. Offers Subject To Public Disclosure

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

A.8. Late Offer

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

A.9. Legal Contract

- A.9.1.** Submitted offers are rendered as a legal offer and when accepted by the State, shall constitute a contract.
- A.9.2.** The contract resulting from this solicitation shall consist of the following documents in order of preference: State of Oklahoma Statutes, contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful offer to the extent that the offer does not conflict with the requirements of the contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the contract award documents prevail over the solicitation, and both the contract award documents and the solicitation shall prevail over the successful offer.
- A.9.3.** Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.
- A.9.4.** All transactions related to this solicitation, and any contract resulting therefrom, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

A.10. Pricing

- A.10.1.** Offers shall remain firm for a minimum of one-twenty (120) days from the solicitation closing date.
- A.10.2.** Offerors guarantee unit prices to be correct.
- A.10.3.** In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the contractor in performance of the contract shall be included in the total bid price/contract amount.
- A.10.4.** All costs incurred by the offerors for proposal preparation and participation in this competitive procurement shall be the sole responsibility of the offerors. The State of Oklahoma shall not reimburse any offeror for any such costs.

A.11. Firm Fixed Price

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

A.12. Pricing Requirements

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

A.13. Manufacturers' Name and Approved Equivalents

Unless otherwise specified in the solicitation, manufacturers' names, brand names, information, and/or catalog numbers listed in a specification are for information and not intended to limit competition. Offeror may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if offers are based on equivalent products,

indicate on the offer form the manufacturer's name and number. Offeror shall submit sketches, descriptive literature, and/or complete specifications with their offer. Reference to literature submitted with a previous offer shall not satisfy this provision. The offeror shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Offers that do not comply with these requirements are subject to rejection.

A.14. Rejection of Offer

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

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

A.15. Award of Contract

- A.15.1.** 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.15.2.** Contract awards shall be made to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.
- A.15.3.** In order to receive an award or payments from the State of Oklahoma, vendor must be registered. The vendor registration process can be completed electronically through the DCS website at the following link:
<https://www.ok.gov/dcs/vendors/index.php>.
- A.15.4.** 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.16. Contract Modification

- A.16.1.** 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.16.2.** Any change to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Office of Management and Enterprise Services - ISD in writing, or made unilaterally by the contractor, is a breach of the contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the contractor shall not be entitled to any claim under a contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant contract.

A.17. Delivery, Inspection and Acceptance

- A.17.1.** Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The contractor shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the offer shall include all such charges. All products and/or services to be delivered pursuant to the contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the receiving agency. The contractor shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.
- A.17.2.** Contractor(s) shall be required to deliver products and services as offered on or before the required date. Deviations, substitutions, or changes in products and services shall not be made unless expressly authorized in writing by the State.

A.18. Invoicing and Payment

- A.18.1.** Contractor shall be paid upon submission of an accurate and proper invoice(s), as defined by Title 62 O.S. §34.73, to the agency, at the prices stipulated on the contract. Failure to provide accurate invoices may result in delay of processing invoices for payment. Pursuant to 74 O.S. §85.44B, invoices shall be paid in arrears after products have been delivered or services provided. Invoices shall contain the purchase order number, a description of the services provided, and the dates of those services.
- A.18.2.** 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.19. Tax Exemption

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

A.20. Audit and Records Clause

- A.20.1.** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the State, the successful contractor(s) agree any pertinent State or Federal agency shall have the right to examine and audit all records relevant to execution and performance of the contract.
- A.20.2.** The contractor(s) is required to retain records relative to the contract for the duration of the contract and for a period of seven (7) years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

A.21. Non-Appropriation Clause

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

A.22. 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.23. 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.24. Termination for Cause

- A.24.1.** The contractor may terminate the contract for default or other just cause with both a 30-day written request and upon written approval from the State. The State may terminate the contract for default or any other just cause upon a 30-day written notification to the contractor.
- A.24.2.** The State may terminate the contract immediately, without a 30-day written notice to the contractor, when violations are found, when conditions preclude the 30-day notice, or when the State determines that, an administrative error occurred prior to contract performance.
- A.24.3.** If the contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

A.25. Termination for Convenience

- A.25.1.** The State may terminate the contract, in whole or in part, for convenience if the State Purchasing Director or the State CIO determines that termination is in the State's best interest. The State shall terminate the contract by delivering to the contractor a Notice of Termination for Convenience specifying the terms and effective date of contract termination. The contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.
- A.25.2.** If the contract is terminated, the State shall be liable only for products and/or services delivered and accepted, and for costs and expenses (exclusive of profit) reasonably incurred prior to the date upon which the Notice of Termination for Convenience was received by the contractor.

A.26. Insurance

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

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

A.27. Employment Relationship

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

A.28. Compliance with The Oklahoma Taxpayer And Citizen Protection Act Of 2007

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

A.29. Compliance with Applicable Laws

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

A.30. Gratuities

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

A.31. Preclusion From Resulting Contracts

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

A.32. Mutual Responsibilities

The State and contractor agree that under this Agreement:

- A.32.1.** 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.32.2.** This is a non-exclusive agreement and each party is free to enter into similar agreements with others.
- A.32.3.** 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.32.4.** Where approval, acceptance, consent, or similar action by either party is required under this agreement, such action shall not be unreasonably delayed or withheld.

A.33. Background Checks and Verifications

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

A.34. Confidentiality

- A.34.1.** Pursuant to Title 62 O. S. §34.12.(C.). "The Office of Management and Enterprise Services and all agencies of the executive branch of the State shall not be required to disclose, directly or indirectly, any information of a State agency which is declared to be confidential or privileged by State or Federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of State assets."

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

- A.34.2.** The contractor shall maintain strict physical security of all data and records entrusted to it. If certain functions are sub-contracted in accordance with the terms expressed herein, the contractor shall insure that the sub-contractor maintains strict physical security of all data and records transmitted to the sub-contractor.
- A.34.3.** The contractor shall never turn data or records over to a third party unless specifically authorized to do so by the State's CIO, the State Agency Director, or in compliance with a valid court order.

A.35. Unauthorized Obligations

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

A.36. Electronic and Information Technology Accessibility

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

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

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

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

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

A.37. Patents and Copyrights

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

A.37.1. If a third party claims that a product the contractor provides to an Procuring Agency infringes that party's patent or copyright, the contractor shall defend the State against that claim at contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided the State: (i) promptly notifies the contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows the contractor to control, and cooperates with the contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize the contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

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

A.37.2. Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a product; (ii) modification of a product by any party other than contractor, contractor's representative or contractor's sub-contractor, or any State employee acting at the contractor's direction, or a program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a product with other products not provided by contractor as a system, or the combination, operation or use of a product with any product, data, or apparatus that contractor did not provide; or (iv) infringement by a non-contractor product alone, as opposed to its combination with products contractor provides to the State as a system.

A.38. Federal Terms and Conditions

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

A.38.1. Equal Opportunity and Discrimination

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

A.38.2. Lobbying

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

A.38.3. Drug-Free Workplace

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

A.38.4. Environmental Protection

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

A.39. Assignment

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

A.40. 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.41. 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.42. Licensed Software

A.42.1. Under no circumstances shall the contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.

A.42.2. All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the contractor in performance of this contract is the responsibility of the contractor.

A.43. Contract

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

A.44. Conflict of Interest

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

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

A.45. Limitation of Liability

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

A.46. Media Ownership (Disk Drive and/or Memory Chip Ownership)

A.46.1. In conjunction with the Oklahoma Computer Equipment Recovery Act and the Office of Management and Enterprise Services - ISD's Information Security, Policies, Procedures, and Guidelines – Media Sanitization Procedures for the Destruction or Disposal of all Electronic Storage Media: disk drives and memory cards purchased with or for use in leased equipment under this contract remain the property of the State of Oklahoma.

A.46.2. Disk drives and memory cards purchased with or included in leased or purchased equipment under this contract shall remain the property of the State of Oklahoma; therefore, 'Keep Your Hard Drive' costs must be included in the offeror's proposed cost.

A.46.3. Personal Identification Information may be retained within electronic media devices and components; therefore, the State shall not allow the release of electronic media either between State Agencies or for the resale of refurbished equipment that has been in use by State entities, by the contractor to the general public or other entities. Electronic Media Retention by the State entities for equipment whether purchased or leased shall also be applied to replacement devices and components the selected offeror's may supply during the downtime (repair) of equipment purchased or leased through this contract. If a device has to be removed from a location for repairs, there shall be sufficient safeguards in place (such as a record of hard drive serial numbers) to protect the Personal Identification Information that may be stored within the hard drive/memory of the device.

A.46.4. The State of Oklahoma IT Security Policies may be found at:

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

A.47. Offshore Services

No offshore services are provided pursuant to this contract. The use of State of Oklahoma information by Contractor Services located internationally will be limited to Implementation and Service Support. No proprietary information can be used for troubleshooting without permission from an authorized Office of Management and Enterprise Services Representative.

A.48. Failure to Provide

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

A.49. Agency Policies

The contractor's employees and/or sub-contractors must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the contractor to review and relay agency policies covering the above to the consulting staff.

A.50. Compliance with Technology Policies

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

www.ok.gov/OSF/documents/StateOfOklahomaInfoSecPPG_osf_12012008.pdf

A.51. 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.52. Ownership Rights

A.52.1. It is understood and agreed that the Software is being developed by the contractor for the sole and exclusive use of the State of Oklahoma. Moreover, except with regard to any deliverable based on contractor's reusable or pre-existing intellectual property ("Utilities"), the State of Oklahoma shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.

A.52.2. Except for any utilities, all work performed by the contractor of software and any supporting documentation therefore shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

A.53. Right of Use

A.53.1. The State has the right to use or not use the software, not including any utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, contractor shall bear no liability for any changes the State makes to such software.

A.53.2. In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", contractor irrevocably grants to the State an non-exclusive, irrevocable license to use such portion. With respect to any Utilities, the State shall have the right to perpetual, internal use of the Utilities included in the deliverable.

A.53.3. Contractor shall assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering Software. Contractor shall sign any such applications, upon request, and deliver them to the State. The State of Oklahoma shall bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

A.54. Source Code Escrow – Reference Title 62 O.S. § 34.31

No State agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes, nor the Purchasing Division of the Department of Central Services, unless otherwise provided by Federal law, shall enter into a contract for the acquisition of customized computer

software developed or modified exclusively for the agency or the State, unless the contractor agrees to place into escrow with an independent third party the source code for the software and/or modifications.

A.54.1. The contractor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:

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

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

A.54.2. As used in this section:

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

A.55. Right to Renegotiate

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

A.56. Publicity

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

A.57. Mandatory and Non-Mandatory Terms

A.57.1. 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.57.2. Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed shall not be cause for rejection.

A.58. Non Tobacco – Smoke Free

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

A.59. OMES/ISD / Agency Relationship

Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act (62 O.S. §§ 35.1 – 35.9), OMES/ISD is the entity designated to purchase information technology assets on behalf of the State of Oklahoma. The Act directs OMES/ISD to acquire necessary hardware and software, and directs OMES/ISD to authorize the use of these assets by other State agencies. OMES/ISD, as the owner of information technology assets, allows other State agencies to use these assets while retaining ownership and the right to reassign them upon written notification to the vendor.

A.60. Acceptance of Request for Proposal Content

Unless otherwise provided in Section One of the Vendor's response to this Request for Proposal, all Offers shall be firm

representations that the responding Vendor has carefully investigated and will comply with all terms and conditions contained in this Request for Proposal. Upon award of any contract to the Successful Vendor, the contents of this Request for Proposal, as may be amended by the Vendor's response in Section One, shall become contractual obligations between the parties. Failure to provide all proposed amendments to the terms and conditions contained in this Request for Proposal in Section One of the Contractor's response may cause the bid to be rejected from consideration for award.

A.61. Special Provisions

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

B. SPECIAL PROVISIONS

B.1. Glossary of Terms

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

B.2. Contract Term, Renewal and Extension Option

B.2.1. The initial contract period shall begin on the effective date and shall extend through One (1) Year unless renewed, extended, or terminated in accordance with applicable contract provisions. The contractor shall not commence work, commit funds, incur costs, or in any way act to obligate the State until so notified in writing of the approval of the contract. The authorized State representative is the only individual who can transmit that approval to the contractor.

B.2.2. Under Oklahoma law, the State may not contract for a period longer than one (1) year. After the initial term of one year, the Agreement may be renewed annually upon mutual written consent of the parties. Prior to each renewal, the State will review the terms and conditions to determine validity with current state statutes and rules. If required prior to renewal, the State will work with the contractor to incorporate any required changes to this agreement.

B.2.3. The State, at its sole option, may choose to exercise an extension for 90 days beyond the final renewal option period, at the contract compensation rate for the extended period. If this option is exercised, the State shall notify the contractor in writing prior to contract end date. The State, at its sole option, may choose to exercise subsequent 90 day extensions, by mutual consent and at the contract compensation rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to new contractor.

B.2.4. Notification to exercise the option to renew the contract shall be set forth, in writing, by the State at least 30 days prior to the end of each contract period. The contract shall be contingent upon approval by the State. If a decision is made not to exercise an option period, notice shall be sent at least 30 days prior to the end of the current contract period.

B.3. Contractors and Sub-Contractors Obligations

B.3.1. The contractor may use sub-contractors in support of this contract; however, the contractor shall remain solely responsible for the performance of this contract.

B.3.2. All payments for products or services shall be made directly to the contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this contract.

B.3.3. All contractor and sub-contractor changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments shall be made to the contractor for services performed pursuant to this contract by unapproved employees of a sub-contractor.

B.3.4. Contractor's employees or agents, if any, who perform services for the State under this agreement shall also be bound by the provisions of this agreement. At the request of the State, contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.4. Warrants

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

B.5. Administrative Fee

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

The check should be mailed to:

a) Address:

Office of Management and Enterprise Services
Finance Unit
3812 N. Santa Fe
Suite 290

- b) Note: The checks for administrative fees are to have the following information on the check stub:
- Statewide contract #,
 - Quarter and Year reporting,
 - e.g. SW207 4th qtr, 2011

B.6. Contract Usage Reporting Requirements

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

a) Contract Usage Reporting

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

b) Item Detail Usage Reporting

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

1. Purchasing agency/entity
2. Order date
3. Order #
4. Invoice #
5. Manufacturer #
6. Manufacturer
7. Description
8. Product Category
9. Standard Configuration #
10. Quantity
11. Unit List Price
12. Unit Oklahoma Price
13. Extended Price

B.6.1. Reporting Requirements

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

B.6.2. Failure to provide usage reports may result in cancellation or suspension of contract. It is the contractor's responsibility to notify the contracting officer of any delay in providing this report as defined.

B.7. Web Site Requirements

Manufacturer will provide a web page devoted to the awarded products for the State of Oklahoma Contract. The State of Oklahoma will provide an Internet link from their web page to the manufacturer's contract web page.

B.7.1. The basic web page for the State of Oklahoma contract will include the following:

- a) A listing of the contact personnel of the awarded vendor and the pertinent contact numbers.

- b) Vendor's ordering address
- c) Vendor's remittance address
- d) "How to Use" instruction for using their web site
- e) Pertinent contract information detailing the required State of Oklahoma contract numbers and applicable State of Oklahoma commodity codes.
- f) A complete product listing including retail price list with the applicable State of Oklahoma awarded pricing.
- g) A general category grouping of products available for ease in researching products.
- h) This general category grouping must have an expanding tree of information for the products available in that category. The web site must then have the capability to pick one of the general categories and go to a product specific page that details the information concerning that particular product.
- i) Printing a Quote Page. Once the end user has determined their needs, they will need a printable quote with quote number and/or quote date. The quote number/date must be valid for at least thirty (30) days to allow agencies time to process internal paperwork.

B.8. Authorized Users

During the term of this contract, any government entities, as defined herein, may utilize this contract. Under this contract, the State of Oklahoma bears no liability for the actions of counties, school districts and municipalities and the privity of contract exists solely between the contractor and the county, school board or municipality.

B.9. Commercial Off-The-Shelf (COTS) Software

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

B.10. Type of Contract

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

B.11. Contractor Services

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

B.12. Ordering

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

C. SOLICITATION SPECIFICATIONS

The Office of Management and Enterprise Services (OMES) will be implementing a statewide contract that encompasses all spectrums of IT Services. The intent of this solicitation is to provide a pipeline for IT talent and resources for OMES and interested government entities. OMES has identified fifteen (15) groups with several labor categories on the page below. Underneath each group is a list of labor categories that may or may not be performed under that group. Additional labor categories may be added under the group(s) based on the agency need.

Again, this list is for information only and does not represent a guarantee of need. The labor categories are outlined underneath each group are not limited to the provided list. The selected staffing firm(s)/ consultants will assist the State of Oklahoma by providing IT services and implementation on new IT projects and systems.

Your response to the skill sets will be part of the deliverables sections of this RFP, Section E.10

C.1. Skills

OMES is seeking staffing firms and consultants with:

- A documented history of successful experience in enterprise IT organizations.
- An articulated understanding of unique characteristics of IT services.
- The ability to provide continuity of service throughout the duration of engagements.
- A demonstrated appreciation of the State's budget controls with specific emphasis on controlling scopes and timelines of engagements.
- References documenting the ability to excel in an interdisciplinary and multi-vendor environment.
- Demonstrated excellence in written and verbal communication skills.
- Demonstrated technical understanding of the requirements of specific engagements.

C.2. Qualifications

Respondents should provide the following items:

- Corporate resumes describing prior similar engagement and their deliverables
- Customer references from at least three prior engagements in similar environments.
- Detailed explanation of how engagements will be structured

Personal interviews with proposed staff may be required prior to initiating any engagement resulting from this contract or a follow on purchase order.

Administrative Services	Infrastructure
IT Project Management	Enterprise Architecture
IT Governance	Data Center Engineering for high Availability
IT Strategic Planning	Enterprise Application and Desktop Virtualization
IT Marketing and Branding	Integration between on-site services with cloud/managed services
IT Cost and Rate Analysis	Network Design and Security
IT CRM	Identity Management and Federation
IT Physical Workspace Planning	Enterprise Messaging and/or E-Discovery
IT Asset Lifecycle Management	VOIP and Unified Communications
Usability Consulting	EDI/HL7 Messaging
Process/Service Improvement Coordinator	Network Assessment
Service Level Agreement	SOA Governance
IT Portfolio Management	Complex System Performance Tuning
Business Requirements Gathering	Network Administrator
Business Analysts	Network Specialist
Business Process ENG/MGT and Assessment	System and System Component Administration Services
Technical Writer	Local Area Network LAN Maintenance or Support
IT End-User Trainer	Database Analysis Service
Capacity Planning & Performance Specialist	Computer or Network or Internet Security
Helpdesk Support	System Installation Service
Application and Personal Computer Support	System Analysis Service
Security Maintenance and Support	Software Coding Service
Development Software Maintenance	Mainframe Administration Service
System Management Software Maintenance	Wide Area Network WAN Maintenance or Support
Security Design and Support	Mainframe Protection Control/Scheduling – Global Variable
Forensics/Incident Response	Audio/Video Installation Services
Business Continuity/Disaster Recovery Planning	Wire Pulls and Terminations
Policy Creation/Compliance	Equipment Racking
System Hardening	Flat Panel Display Mounting/Rigging
Access Control Methodologies	Speaker Mounting/Rigging
Vulnerability and Penetration Testing	Rack Dressing
Code Review	Cable Management
Security Operations Center Staff	Ability to Read and Interpret System Schematics
Management Information Systems MS	Audio/Video Design
Telecommunications Planning Services	Installation Services
System Architecture	Network/Phone Cabling
Wide Area Network Communications Design	Security Cameras
Local Area Network Communications Design	Classroom Technology
Database Design	System Design and Support
Network Planning Services	Linux
System Planning Services	Apple
Quality Assurance Inspector/Analysts	Microsoft
Database Administrators	Solaris
Enterprise Service Bus Engineer	Network
RDS Print Manager	High-Performance Computing
QC Tester	Avaya/Nortel Telephony/IP Telephony
Change Coordinator	Performance and Monitoring
Quality Control Planner	Security
Quality Control Tester	Security Governance and Management
Data Services	Security Policies and Procedures
Disaster Recovery Service	Incident Response and Forensics
Data Conversions Services	Risk Management
Data Center Services	Data Classification and Protection
Security Risk Assessment Consulting	Vulnerability Assessment and Penetration Testing
Evaluate Network Security (WAN & Backbone Components)	Application Security
Identify Vulnerabilities (Network Element & Architecture Security)	Access Control
Penetration Testing	Network
Security Program Assessment	Security Architectures
Risk Analysis	Identity Management
Social Engineering Testing	Data Encryption
Determine Adequacy of Security Measures	HIPAA/Privacy

Personal Computer Support	
Microsoft Office	
Microsoft PC Operating Systems	
Mobile Device Support (laptops, tablets, iPads, etc)	
PC Peripherals (printers, external drives etc)	
PC Imaging and Deployment	
Application Development and Support	
Java/J2EE	SharePoint
PMP/MySQL	Knowledge Management
ASP/.NET/MSSQL	Performance and Monitoring
Creston	CMS Consulting and Contract Development
Cold Fusion	Programmers for PL/1
Oracle/PeopleSoft	Programmers for C or C++
COBOL	Programmers for Assemblers
Banner	Programming for Visual Basics
Mainframe Production Control	Programming for HTML
SDLC Performance Management	Programming for JAVA
SDLC – Business Plans	Programming for Basic
Mainframe Systems Support	Programming for CLIST
App Worx	Programmer/System Analyst
BPEL/SOA	Programming for Shell Scripting (Linux/AIX/Solaris
Luminis Portal	Programming for JCL – Global Variable
Metrics Consulting	Programming for PowerBuilders
Programming for COBOL	Graphic Designers
Application Architect	

D. EVALUATION

D.1. Evaluation and Award

- D.1.1.** Offers shall be evaluated on the “best value” determination.
- D.1.2.** The State reserves the right to request demonstrations and question clarifications from any or all-responding contractors.

D.2. Proposal Clarification Questions

The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the contractor(s) shall put such clarifications in writing. The clarification shall not alter or supplement the proposal.

D.3. Competitive Negotiations of Offers

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

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

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

D.4. Evaluation Process

D.4.1. Evaluation Process – Determination of Solicitation Responsiveness

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

- Corporate resume(s) describing prior similar engagements and their deliverables.
- Executive Summary to include a detailed explanation of how engagements will be structured.
- Clear understanding of the Section A, General Provision. No changes to this section will be accepted.
- Attachment F – Pricing is completed In Accordance with Section E.10.9

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

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

D.4.2. Best Value Evaluation of Product/Services

D.4.2.1. Selection

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

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

- D.4.3.** Contractors should be prepared to participate in oral presentations and demonstrations to define their submittal, to introduce their team, and to respond to any and all questions regarding their offer if requested by the State prior to award.

E. INSTRUCTIONS TO OFFEROR

E.1. Introduction

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

E.2. Preparation of Offer

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

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

E.3. Submission of Offer

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

E.3.2. Copies: the offeror's offer should submit one (1) original document, plus one (1) "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the offeror's offer. The documents' front pages should indicate original or copy.

E.4. Proprietary and/or Confidential

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

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

E.5. Oklahoma Open Records Act

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

E.6. Communications Concerning Solicitation

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

E.7. Offeror Clarifications

E.7.1. Offerors who believe solicitation requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Contracting Officer listed herein. To be considered a request for review must be received no later than 3:00PM Central Time on April 5, 2013. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the solicitation. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by information, and any proposed changes to the requirements.

E.8. General Solicitation Questions

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

<https://wiki.ok.gov/display/itprocurement/0900000081>

E.8.1. Questions received via any other means will not be addressed. If your firm is not currently registered with the State of Oklahoma with wiki access, you may go to the link below to request access.

- E.8.2.** In order to guarantee that your access is created prior to closing date for submitting questions for a solicitation, please request access at least 5 business days prior to the closing date for questions. The State of Oklahoma cannot be responsible for a vendor's lack of access if the request is not made within this timeline.
- E.8.3.** When posing questions, every effort should be made to:
- a) be concise
 - b) include section references, when possible
 - c) do not use tables or special formatting, use simple lists
- E.8.4.** These questions shall be answered in the form of an amendment and posted on the OSF website and linked on the wiki.
- E.8.4.1.** Offerors are advised that any questions received after April 10, 2013 shall not be answered.

E.9. P-Cards

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

If awarded a statewide contract will your company accept the State of Oklahoma approved purchase card:

Yes _____ No _____ (check one)

E.10. Deliverables

Note: Deliverables are to be in both hard copy and in a single machine-readable format, preferably in Microsoft Word format, on either CD or DVD.

- E.10.1.** Completed "Responding Bidder Information" DCS/Purchasing Form 076.
- E.10.2.** Completed "Certification for Competitive Bid and Contract" DCS/Purchasing Form 004.
- E.10.3.** Certificate of Insurance
- E.10.4.** Executive Summary to include a detailed explanation of how engagements will be structured.
- E.10.5.** Acknowledgement that Section A – General Provisions are non-negotiable.
- E.10.6.** Three References from prior engagements in similar environments. Provided must contain a contact person with full contact information (i.e., customer company name, contact name, telephone number, and e-mail address,).
- E.10.7.** Company Information – Vendor must provide detailed information on its company, including principals involved, number of employees, location, years in existence, a statement of financial stability, and any litigation or pending litigation for the past five years, or a statement indicating there is no litigation.
- E.10.8.** Financial Status – Offeror should present information to demonstrate its financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required) Note: This information must be submitted, at the latest, prior to award. If the contractor is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a contractor who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.

Clarification or additional documents may be requested.
- E.10.9.** Corporate resume(s) describing prior similar engagements and their deliverables.
- E.10.10.** Any software licensing, maintenance, or service agreements the contractor requires, should they be the successful contractor, not submitted with contractor's offer shall not be considered after contract award.
- E.10.11.** Attachment F – Pricing. The attached excel file named pricing template should be part of your response. The excel file should be completed by selecting from the drop down box under the labor category cell, adjacent to the group and identifying the unit price associated with that labor category. By entering a unit price for the selected labor category, you are acknowledging that your firm can perform the duty by standards previously described in Section C.

E.11. Notice of Award

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

- E.11.1.** Contract will not be awarded until your company is registered with the Oklahoma Secretary of State, if not already registered.

E.12. Rules of Engagement after Award

After the receipt of a contract, if awarded, your company will be in a pool with other vendors on contract who bid on the same labor categories. When a State agency or government entity has a requirement for one of the previously identified labor categories, they will send OMES a Statement of Work (SOW) outlining their needs and timeline for the service(s). OMES will notify your company of this RFQ. Your company will provide a detailed response addressing the SOW along with your competitive pricing for the identified skill sets. The same excel spreadsheet, named pricing template, will be used in this process as well. No other pricing format will be accepted.

- E.12.1.** A purchase order will be awarded to the lowest and best offer(s) unless the solicitation specifies that best value criteria is being used.
- E.12.2.** The purchase order will be in the amount of the agreed to price proposal as a response from the RFQ. The purchase order will be issued to your company, if awarded, within two weeks of award notification.

F. PRICING

F.1. Pricing Template

- F.1.1.** The attached excel pricing template is to be used to provide your hourly cost per labor category under each group. No other pricing format will be accepted.

Your company name is to added to the spreadsheet at the top in place of the block that says "Company Name"

F.1.1.1. Each group heading is identified in the excel file, cell B.

F.1.1.2. Each labor category is identified in the excel file, cell D.

F.1.1.3. The hours column, cell H, will not be used at this time.

F.1.1.4. The total price at the bottom will be tabulated based on the labor rates of the labor categories that you enter.