



Solicitation #: 3080000342

Solicitation Issue Date: 07-22-2015

Brief Description of Requirement:

The OSBI is requesting an invitation to bid for annual maintenance and support for the Laserfiche Imaging System. It is the intent of the OSBI to purchase software maintenance, upgrades, patch updates, subscriptions and support from a re-seller partner that handles Laserfiche subscriptions and support.

(see attached)

Response Due Date¹: 08/06/2015

Time: 3:00 PM CST/CDT

Issued By and RETURN SEALED BID TO²:

Agency Name: OSBI

- U.S. Postal Delivery: 6600 N. Harvey Pl. Okc, OK 73116
- Carrier Delivery: 6600 N. Harvey Pl. Okc, OK 73116

Solicitation Type (type "X" at one below):

- Invitation to Bid
- Request for Proposal
- Request for Quote

1. **Shipping Location:** 6600 N. Harvey Pl. Okc, OK 73116

2. **Contracting Officer:**

Name: Cheryl Gibbon
Phone: 405-879-2649
Email: cheryl.gibbon@osbi.ok.gov

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

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



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

1. RE: Solicitation # 3080000342

2. Bidder General Information:

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

3. Bidder Contact Information:

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

4. Oklahoma Sales Tax Permit¹ (type "X" at one below):

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

5. Registration with the Oklahoma Secretary of State (type "X" at one below):

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

6. Workers' Compensation Insurance Coverage:

Bidder is required to provide with the bid a certificate of insurance showing proof of compliance with the Oklahoma Workers' Compensation Act (type "X" at one below):

- YES – include a certificate of insurance with the bid
- NO - attach a signed statement that provides specific details supporting the exemption you are claiming from the Workers' Compensation Act (Note: Pursuant to Attorney General Opinion #07-8, the exemption from 85 O.S. 2011, § 311 applies only to employers who are natural persons, such as sole proprietors, and does not apply to employers who are entities created by law, including but not limited to corporations, partnerships and limited liability companies.)²

Authorized Signature Date

Printed Name Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbussales.html>
² For frequently asked questions concerning workers' compensation insurance, see <http://www.ok.gov/oid/faqs.html#c221>



NOTE: A certification shall be included with any competitive bid and/or contract exceeding \$5,000.00 submitted to the State for goods or services.

Solicitation or Purchase Order #: 3080000342

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

The undersigned, duly authorized agent for the above named supplier, by signing below acknowledges this certification statement is executed for the purposes of (type "X" at one below):

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

OR

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

Supplier Authorized Signature

Certified This Date

Printed Name

Title

Phone Number

Email

Fax Number

TABLE OF CONTENTS

A	GENERAL PROVISIONS	4
B.	SPECIAL PROVISIONS.....	9
C.	SOLICITATION SPECIFICATIONS	11
D.	EVALUATION.....	11
E.	INSTRUCTIONS TO SUPPLIER.....	11
F.	CHECKLIST	12
G.	OTHER.....	12
H.	PRICE AND COST.....	12

B. SPECIAL PROVISIONS

B.1. Indemnification

The supplier shall agree to indemnify and hold the OSBI harmless against any and all bodily injury and property damage, deficiencies or liabilities resulting from any negligence on the part of the vendor or non-fulfillment of any term or condition of this contract. The supplier shall indemnify and hold harmless the OSBI under this contract from any and all assessments, judgments, costs, legal and other reasonable expenses incidental to any of the foregoing.

B.2. Signed Agreement

THIS SOLICITATION, ALONG WITH RESULTANT PURCHASE ORDER, CONSTITUTES THE ENTIRE AGREEMENT. NO ADDITIONAL AGREEMENTS OR END USER LICENSING AGREEMENTS WILL BE SIGNED.

B.3. Multiple Awards

The OSBI reserves the right to award this contract to a single vendor or to multiple vendors, whichever is deemed to be in the State's best interest.

B.4. Unequivocal Acceptance

All terms identified in the bid specifications/contract are inclusive. By its response (execution), Supplier agrees to terms and conditions of the bid specifications unless a variation or exception is specifically noted. Any variation or exception may disqualify the response.

B.5. Price

Supplier warrants that prices of materials, equipment, and services set forth herein do not exceed those charged by the Supplier to any other customer purchasing the same goods or services under similar conditions and in like or similar quantities.

Proposals shall remain firm for a minimum of sixty (60) days from the solicitation closing date.

B.6. Invoices

Supplier will invoice the OSBI in arrears of services provided. Claims for reimbursement of services shall be submitted in arrears and within 90 calendar days of the provision of services. The supplier will send one copy of their invoice bearing the purchase order number, time period and amount due to:

OSBI

Attn: Accounting

6600 N. Harvey Place

OKLAHOMA CITY, OKLAHOMA, 73116

B.7. Late Payment

Pursuant to Oklahoma State Statute 62 O.S. § 34.72, payment shall not be considered late until forty-five (45) days after receipt of proper invoice.

B.8. Assignment

Supplier's obligation under this Agreement may not be assigned or transferred to any other person, firm or corporation without prior written consent of the OSBI.

B.9. Severability

If any provision of this Agreement 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 Agreement 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.

B.10. Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

B.11. Gratuities

The right of the successful supplier to perform under contract may be terminated by written notice if the Contracting Officer determines that the successful supplier, or its agents or another representative offered or gave a gratuity (e.g. entertainment or gift) to an officer, official, or employee of the State.

B.12. Limitation of Liability

Supplier shall be liable for any damages resulting from, arising out of, or relating to the services provided through this agreement. Supplier's liability for all programs, including software products owned or distributed by the Supplier, program documentation, and any program updates acquired through technical support shall be limited to the Supplier's warranty.

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

B.13. Failure to Provide

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

B.14. Cost of Preparation

The State is not liable for any cost associated with the preparation of the Vendor's bid or any cost incurred by any bidder prior to issuance of any agreement or contract. All responses, inquiries, or correspondence relating to or in reference to this ITB, when received by the State will become the property of the State.

B.15. Registration with Oklahoma Office of Management and Enterprise Services (OMES)

Prior to award of contract, successful vendor must be registered with Oklahoma Office of Management and Enterprise Services (OMES), Central Purchasing Division. This generally costs the vendor \$25.00 to register. The link for this registration is <https://www.ok.gov/dcs/vendors2/app/index.php>

B.16. Option to Renew

At its sole discretion, the OSBI may exercise an option to renew this contract and/or any Contract Addendum for four (4) additional one-year terms on the same terms and conditions as in this contract.

If the OSBI decides to exercise this option to renew, OSBI Purchasing will provide written notice to the supplier of its intention to renew. Under no condition will this Contract or any Contract Addendum renew

automatically. Bid responses must include proposed rates for providing this same level of service for years two through five.

C. SOLICITATION SPECIFICATIONS

C.1. PURPOSE

It is the intent of the OSBI to purchase software maintenance, upgrades, patch updates, subscriptions and support from a reseller partner that handles Laserfiche subscriptions and support.

Contract will be effective from Date of Award through June 30th, 2016 with four (4) additional 12-month options to renew under the same terms and conditions.

C.2. DELIVERABLES

- C.2.1.1.** One (1) Annual Laserfiche Software Assurance Plan.
- C.2.1.2.** One (1) WebLink Laserfiche Software Assurance Plan (LSAP) Basic
- C.2.1.3.** One (1) Plus Plug-in Laserfiche Software Assurance Plan (LSAP) Basic
- C.2.1.4.** Sixty (60) Integrators ToolKit-Complete Laserfiche Software Assurance Plan (LSAP) Basic
- C.2.1.5.** One (1) Full User
- C.2.1.6.** One (1) Laserfiche E-Mail Plug-in 25+ User Laserfiche Software Assurance Plan (LSAP)
- C.2.1.7.** Two (2) Laserfiche Snapshot 25+ User Laserfiche Software Assurance Plan (LSAP)
- C.2.1.8.** One (1) Scanconnect, 10 Pack Laserfiche Software Assurance Plan (LSAP)
- C.2.1.9.** One (1) Zone OCR Laserfiche Software Assurance Plan (LSAP) Basic
- C.2.1.10.** One (1) Bar Code Laserfiche Software Assurance Plan (LSAP) Basic
- C.2.1.11.** One (1) Quick Fields Laserfiche Software Assurance Plan (LSAP) Basic
- C.2.1.12.** One (1) Standard Server for MS SQL Laserfiche Software Assurance Plan (LSAP) Basic
- C.2.1.13.** One (1) Web Access Laserfiche Software Assurance Plan (LSAP) Basic
- C.2.1.14.** One (1) Workflow Laserfiche Software Assurance Plan (LSAP) Basic
- C.2.1.15.** One (1) Forms Recognition Laserfiche Software Assurance Plan (LSAP) Basic.
- C.2.1.16.** Phone support from Engineers,
- C.2.1.17.** 2nd Level support from Laserfiche through supplier consulting,
- C.2.1.18.** 24/7 access to the knowledge Base Article,
- C.2.1.19.** Discussion forums and education resources on the Laserfiche Support Site,
- C.2.1.20.** Access to new releases & product updates from the Laserfiche Support Site,
- C.2.1.21.** Two (2) Laserfiche CPP courses.

D. EVALUATION

- D.1.** Bids shall first be evaluated based on the mandatory administration requirements such as incomplete forms, improper form entries, improper alterations, absence of company

authorized signature, absence of notary signature and seal, failure of acknowledging amendments, additional bidder terms and conditions, incomplete confirmation of onsite inspection, and absence of or incomplete onsite inspection form. Bidders that do not fully meet mandatory administration requirements, and do not submit and complete documents and information required shall be deemed as non-responsive and shall not be considered further.

- D.2.** The OSBI shall evaluate bids in response to the solicitation and will award a contract to the supplier whose bid is determined to be the lowest and best responsive bid from a responsible bidder. Past performance shall be based on information provided by the supplier and any other information the State of Oklahoma may obtain by following up on the information provided by the supplier and/or through other sources (i.e., Supplier's performance on previously awarded delivery orders/contracts and/or contracts with other State entities, reference responses, etc).

E. INSTRUCTIONS TO SUPPLIER

- E.1.** All questions must be sent to OSBI Purchasing Agent; Cheryl Gibbon by e-mail at cheryl.gibbon@osbi.ok.gov at least seven (7) days prior to close of bid.

F. CHECKLIST

- F.1.** Responding Bidder Information Form (Page 2 of OMES-Form-CP-076SA).
- F.2.** Non-Collusion Certification Form (Page 3 of OMES-Form CP-004SA).
- F.3.** Bidder Response Form (Page 21)
- F.4.** Envelope – Insert the name and address of the bidder in the upper left corner of the single envelope, package or container. ITB Number must appear on the face of the single envelope.
- F.5.** Initial in ink, each alteration
- F.6.** All amendments signed (if applicable)

G. OTHER

None

H. PRICE AND COST

- H.1.** See Bidder Response Form (Page 13)

OKLAHOMA STATE BUREAU OF INVESTIGATION
LASERFICHE SOFTWARE ASSURANCE PLAN

BIDDER RESPONSE FORM

Solicitation Number: 3080000342

Due Date: August 8, 2015 by 3:00 p.m. CST

LASERFICHE SOFTWARE ASSURANCE PLAN

Date of Award through June 30th, 2016.....\$ _____

July 1st, 2016 through June 30th, 2017.....\$ _____

July 1st, 2017 through June 30th, 2018.....\$ _____

July 1st, 2018 through June 30th, 2019.....\$ _____

July 1st, 2019 through June 30th, 2020.....\$ _____



SOLICITATION REQUEST

 Request for Quote Request for Proposal Request for Bid**Dispatch via Print**

State Bureau of Investigation
 OKLAHOMA STATE BUREAU OF INVESTIGATION
 6600 N HARVEY
 OKLAHOMA CITY OK 73116

Request Quote ID.	Date	Buyer	Page
3080000342	07/13/2015	Cheryl Gibbon	1
Payment Terms	Date Time Quote Open	Closing	
0 Days	07/22/2015 02:08 PM	08/06/2015 03:00 PM	

Requisition Number Reference: From Req ID - 3080001495

Ship To: OKLAHOMA STATE BUREAU OF INVESTIGATION
 6600 N HARVEY
 OKLAHOMA CITY OK 73116

Bill To: OKLAHOMA STATE BUREAU OF INVESTIGATION
 6600 N HARVEY
 OKLAHOMA CITY OK 73116

Supplier: NAME
 Address: _____
 Address: _____
 City: _____ ST: _____ ZIP: _____

Supplier Responses

Line	Cat CD / Item # - Descr	Qty.	UOM	Unit Cost	Ext. Cost
1	43232202 / SOFTWARE: IMAGING DOC MGMT	1	YR		

<<ANNUAL MAINTENANCE AND SUPPORT FOR THE LASERFICHE IMAGING SYSTEM

IT IS THE INTENT OF THE OSBI TO PURCHASE SOFTWARE MAINTENANCE, UPGRADES, PATCH UPDATES, SUBSCRIPTIONS AND SUPPORT FROM A RESELLER PARTNER THAT HANDLES LASERFICHE SUBSCRIPTIONS AND SUPPORT.

(SEE ATTACHED SPECIFICATION)

CONTRACT WILL BE EFFECTIVE FROM DATE OF AWARD THROUGH JUNE 30, 2016 WITH FOUR (4) ADDITIONAL 12 MONTH OPTIONS TO RENEW UNDER THE SAME TERMS AND CONDITIONS AT THE DECISION OF THE OSBI.>>

Freight Terms: FOB DEST

Ship Via: COMMON

Lead Time: _____

Supplier Remarks:

COMMENTS:
 IPR # 39427

REQUESTOR: JUANNA RILEY

This purchase order shall be governed in all aspects by the Laws of the State of Oklahoma. Venue for any civil action arising from the breach of the contract shall be in the State of Oklahoma. Acceptance of this Purchase Order signifies the vendor's compliance with the laws of the State of Oklahoma and the regulations of the Department of Central Services. No other forms, contracts or terms will be honored absent an express written agreement signed by both parties.

Pursuant to Title 74, Section 85.7d and OAC 580:15-6-21 electronic and information technology procurements, agreements, and contracts shall comply with applicable Oklahoma Information Technology Accessibility Standards issued by the Oklahoma Office of State Finance. EIT Standards may be found at www.ok.gov/DCS/Central_Purchasing/index.html or http://www.ok.gov/OSF/documents/isd_itas.doc.

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

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

2) For Information Technology or Communications Products, Systems or Applications requiring development and/or customization. The Contractor shall provide a description of conformance with the applicable Oklahoma Information Technology Accessibility Standards for the proposed product, system, or application developed and/or customized by means of either a Voluntary Product Accessibility Template (VPAT) or other

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.





SOLICITATION REQUEST

Request for Quote Request for Proposal Request for Bid

Dispatch via Print

State Bureau of Investigation
OKLAHOMA STATE BUREAU OF INVESTIGATION
6600 N HARVEY
OKLAHOMA CITY OK 73116

Request Quote ID.	Date	Buyer	Page
3080000342	07/13/2015	Cheryl Gibbon	2
Payment Terms	Date	Time Quote Open	Closing
0 Days	07/22/2015	02:08 PM	08/06/2015 03:00 PM

Requisition Number Reference: From Req ID - 3080001495

Ship To: OKLAHOMA STATE BUREAU OF INVESTIGATION
6600 N HARVEY
OKLAHOMA CITY OK 73116

Bill To: OKLAHOMA STATE BUREAU OF INVESTIGATION
6600 N HARVEY
OKLAHOMA CITY OK 73116

Supplier: NAME _____
Address: _____
Address: _____
City: _____ ST: _____ ZIP: _____

Line	Cat CD / Item # - Descr	Qty.	UOM	Supplier Responses	
				Unit Cost	Ext. Cost

comparable document, upon request. Additional requirements and documentation may be required and compliance will be necessary on the Contractor's part. Such requirements will be stated in documents such as State Bids, Request for Proposals, Contracts, Agreements, Purchase Orders, and Amendments. The Contractor shall indemnify and hold harmless the State of Oklahoma and any Oklahoma Government entity purchasing the products, systems, or applications from the Contractor, from any claim arising out of the Contractor's failure to comply with applicable Oklahoma Information.

This contract shall be in force until expiration date or until 30 days after notice has been given by the State of Oklahoma of its desire to terminate the contract. If the contract is terminated, the State shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

This contract shall be considered to be in force until the expiration date or until 30 days after notice has been given by either party of its desire to terminate the contract.

Immediate cancellation shall be administered when violations are found to be an impediment to the function of the agency and detrimental to its cause.

FUNDING: TBD (533150 20000 8800088 2016 NP000 880

Purchasing Contact: Cheryl Gibbon
Phone: (405) 879-2649
Fax: (405) 842-0675
Email: Cheryl.gibbon@osbi.ok.gov

NEED FOR LASERFICHE IMAGING SYSTEM

This is NOT AN ORDER

All returned quotes and related documents must be identified with our request for quote Number.

