



Solicitation #: 3080000332

Solicitation Issue Date: 05/12/2015

**Brief Description of Requirement:**

The Oklahoma State Bureau of Investigation (OSBI) is seeking an invitation to bid for Scanning services of the OSBI's Self -Defense Act License applications. Please see attached Document Imaging Specifications, and Security and Management Control.

**Response Due Date**<sup>1</sup>: May 27, 2015

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

**Issued By and RETURN SEALED BID TO<sup>2</sup>:**

Agency Name: OSBI

- U.S. Postal Delivery: 6600 N. Harvey, Oklahoma City, OK 73116
- Carrier Delivery: 6600 N. Harvey, Oklahoma City, OK 73116

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

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

**1. Shipping Location:** All Laboratory Locations listed in Delivery Locations of section B.

**2. Contracting Officer:**

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

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

<sup>2</sup> 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 # 3080000332

2. Bidder General Information:

FEI / SSN : VEN ID:
Company Name:

3. Bidder Contact Information:

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

4. Oklahoma Sales Tax Permit (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.)

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 #: 3080000332

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, nor
  - d. to any efforts or offers with state agency or political subdivision officials or others to create a sole brand acquisition or a sole source acquisition in contradiction to 74 O.S. 85.45j.1.

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

**SECTION II [74 O.S. § 85.42]:**

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

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

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

OR

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

\_\_\_\_\_  
Supplier Authorized Signature

\_\_\_\_\_  
Certified This Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

## **A. GENERAL PROVISIONS**

### **A.1. Definitions**

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

- A.1.1. "Acquisition" means items, products, materials, supplies, services, and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2. "Bid" means an offer in the form of a bid, proposal, or quote a bidder submits in response to a solicitation;
- A.1.3. "Bidder" means an individual or business entity that submits a bid in response to a solicitation;
- A.1.4. "Solicitation" means a request or invitation by the State Purchasing Director or a state agency for a supplier to submit a priced offer to sell acquisitions to the state. A solicitation may be an invitation to bid, request for proposal, or a request for quotation; and
- A.1.5. "Supplier" or "vendor" means an individual or business entity that sells or desires to sell acquisitions to state agencies.

### **A.2. Bid Submission**

- A.2.1. Submitted bids shall be in strict conformity with the instructions to bidders and shall be submitted with a completed Responding Bidder Information, OMES-FORM-CP-076, and any other forms required by the solicitation.
- A.2.2. Bids shall be submitted to the procuring agency in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder 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)", OMES-FORM-CP-004, must be made out in the name of the bidder and must be properly executed by an authorized person, with full knowledge and acceptance of all its provisions.
- A.2.4. All bids shall be legible and completed in ink or with electronic printer or other similar office equipment. Any corrections to bids shall be identified and initialed in ink by the bidder. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive. In addition to a hard copy submittal, the bidder will also be required to submit an electronic copy. Electronic responses must be submitted in the identical format contained in the solicitation (for example Microsoft Word, Microsoft Excel, but not Adobe PDF). In the event the hard copy of the price worksheets and electronic copy of the price worksheets do not agree, the electronic copy will prevail.
- A.2.5. All bids submitted shall be subject to the Oklahoma Central Purchasing Act, Central Purchasing Rules, and other statutory regulations as applicable, these General Provisions, any Special Provisions, solicitation specifications, required certification statement, and all other terms and conditions listed or attached herein—all of which are made part of this solicitation.

### **A.3. Solicitation Amendments**

- A.3.1. If an "Amendment of Solicitation", OMES-FORM-CP-011, is issued, the bidder 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 bid 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 procuring agency must receive the amendment acknowledgement(s) by the response due date and time specified for receipt of bids for the bid 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 procuring agency.
- A.3.3. It is the Bidder's responsibility to check frequently for any possible amendments that may be issued. The procuring agency is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

### **A.4. Bid Change**

If the bidder needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the procuring agency with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed, unless otherwise detailed in the solicitation. The name and address of the bidder shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER AND SOLICITATION RESPONSE DUE DATE AND TIME MUST

APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.

#### **A.5. Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

By submitting a response to this solicitation:

- A.5.1. The prospective primary participant and any subcontractor certifies to the best of their knowledge and belief, that they and their principals or participants:
  - A.5.1.1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal, State or local department or agency;
  - A.5.1.2. Have not within a three-year period preceding this proposal been convicted of or pled guilty or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) contract; or for violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - A.5.1.3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A.5.1.2. of this certification; and
  - A.5.1.4. Have not within a three-year period preceding this application/proposal had one or more public (Federal, State, or local) contracts terminated for cause or default.
- A.5.2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to its solicitation response.

#### **A.6. Bid Opening**

Sealed bids shall be opened by the Purchasing Agent located at 6600 N Harvey PL, OKC, OK at the time and date specified in the solicitation as the Response Due Date and

#### **A.7. Open Bid / Open Record**

Pursuant to the Oklahoma Public Open Records Act, a public bid opening does not make the bid(s) immediately accessible to the public. The procurement or contracting agency shall keep the bid(s) confidential, and provide prompt and reasonable access to the records only after a contract is awarded or the solicitation is cancelled. This practice protects the integrity of the competitive bid process and prevents excessive disruption to the procurement process. The interest of achieving the best value for the State of Oklahoma outweighs the interest of vendors immediately knowing the contents of competitor's bids. [51 O.S. § 24A.5(5)]

Additionally, financial or proprietary information submitted by a bidder may be designated by the Purchasing Director as confidential and the procurement entity may reject all requests to disclose information designated as confidential pursuant to 62 O.S. (2012) § 34.11.1(H)(2) and 74 O.S. (2011) § 85.10. Bidders claiming any portion of their bid as proprietary or confidential must specifically identify what documents or portions of documents they consider confidential and identify applicable law supporting their claim of confidentiality. The State Purchasing Director shall make the final decision as to whether the documentation or information is confidential pursuant to 74 O.S. § 85.10. Otherwise, documents and information a bidder submits as part of or in connection with a bid are public records and subject to disclosure after contract award or the solicitation is cancelled.

#### **A.8. Late Bids**

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

#### **A.9. Legal Contract**

- A.9.1. Submitted bids are rendered as a legal offer and any bid, when accepted by the procuring agency, shall constitute a contract.
- A.9.2. The Contract resulting from this solicitation may consist of the following documents in order of preference:
  - A.9.2.1. Purchase order, as amended by Change Order (if applicable);
  - A.9.2.2. Solicitation, as amended (if applicable); and
  - A.9.2.3. Successful bid (including required certifications), to the extent the bid does not conflict with the requirements of the solicitation or applicable law.
- A.9.3. Any contract(s) awarded pursuant to the solicitation shall be legibly written or typed.

#### **A.10. Pricing**

- A.10.1. Bids shall remain firm for a minimum of sixty (60) days from the solicitation closing date.
- A.10.2. Bidders guarantee unit prices to be correct.
- A.10.3. In accordance with 74 O.S. §85.40, ALL travel expenses to be incurred by the supplier in performance of the Contract shall be included in the total bid price/contract amount.

**A.11. Manufacturers' Name and Approved Equivalents**

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

**A.12. Clarification of Solicitation**

- A.12.1. Clarification pertaining to the contents of this solicitation shall be directed in writing to the Contracting Officer specified in the solicitation.
- A.12.2. If a bidder fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the bidder, or that reasonably should have been known by the bidder, the bidder shall submit a bid at its own risk; and if awarded the contract, the bidder shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a bidder takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- A.12.3. Bidders who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a written request for administrative review to the State prior to the closing date.

**A.13. Rejection of Bid**

The State reserves the right to reject any bids that do not comply with the requirements and specifications of the solicitation. A bid may be rejected when the bidder imposes terms or conditions that would modify requirements of the solicitation or limit the bidder's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:16-7-32.

**A.14. Award of Contract**

- A.14.1. The State Purchasing Director may award the Contract to more than one bidder 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 Purchasing Director to be in the best interest of the State of Oklahoma.
- A.14.2. Contract awards will be made to the lowest and best bidder(s) unless the solicitation specifies that best value criteria is being used.
- A.14.3. In order to receive an award or payments from the State of Oklahoma, suppliers must be registered. The vendor registration process can be completed electronically through the OMES website at the following link: <https://www.ok.gov/dcs/vendors/index.php>.

**A.15. Contract Modification**

- A.15.1. The Contract is issued under the authority of the State Purchasing Director who signs the Contract. The Contract may be modified only through a written Contract Modification, signed by the State Purchasing Director.
- A.15.2. Any change to the Contract, including but not limited to 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 procuring agency in writing, or made unilaterally by the supplier, is a breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including unauthorized written Contract Modifications, shall be void and without effect, and the supplier shall not be entitled to any claim under this Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the resultant Contract.

**A.16. Delivery, Inspection and Acceptance**

- A.16.1. Unless otherwise specified in the solicitation or awarding documents, all deliveries shall be F.O.B. Destination. The bidder(s) awarded the Contract shall prepay all packaging, handling, shipping and delivery charges and firm prices quoted in the bid shall include all such charges. All products and/or services to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the State at destination. "Destination" shall mean delivered to the receiving dock or other point specified in the purchase order. The State assumes no responsibility

for goods until accepted by the State at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the supplier until accepted by the receiving agency. The supplier(s) awarded the Contract shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

- A.16.2. Supplier(s) awarded the Contract shall be required to deliver products and services as bid 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 procuring agency.

**A.17. Invoicing and Payment**

- A.17.1. Pursuant to 74 O.S. §85.44(B), invoices will be paid in arrears after products have been delivered or services provided.

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

**A.18. Tax Exemption**

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

**A.19. Audit and Records Clause**

- A.19.1. As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any Contract with the State, the successful bidder(s) agree any pertinent State or Federal agency will have the right to examine and audit all records relevant to execution and performance of the resultant Contract.

- A.19.2. The successful bidder(s) awarded the Contract(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 (7) year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.

**A.20. Non-Appropriation Clause**

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

**A.21. Choice of Law**

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

**A.22. Choice of Venue**

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

**A.23. Termination for Cause**

- A.23.1. The supplier may terminate the Contract for default or other just cause with a 30-day written request and upon written approval from the procuring agency. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

- A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the supplier, when violations are found to be an impediment to the function of an agency and detrimental to its cause, when conditions preclude the 30-day notice, or when the State Purchasing Director determines that an administrative error occurred prior to Contract performance.

- A.23.3. If the Contract is terminated, the State shall be liable only for payment for products and/or services delivered and accepted.

**A.24. Termination for Convenience**

- A.24.1. The State may terminate the Contract, in whole or in part, for convenience if the State Purchasing Director determines

that termination is in the State's best interest. The State Purchasing Director shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State Purchasing Director.

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

#### **A.25. Insurance**

The successful bidder(s) awarded the Contract shall obtain and retain insurance, including workers' compensation, automobile insurance, medical malpractice, and general liability, as applicable, or as required by State or Federal law, prior to commencement of any work in connection with the Contract. The supplier awarded the Contract shall timely renew the policies to be carried pursuant to this section throughout the term of the Contract and shall provide the procuring agency with evidence of such insurance and renewals.

#### **A.26. Employment Relationship**

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

#### **A.27. Compliance with the Oklahoma Taxpayer and Citizen Protection Act of 2007**

By submitting a bid for services, the bidder 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) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

#### **A.28. Compliance with Applicable Laws**

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

#### **A.29. Special Provisions**

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

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## **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. INSURANCE**

The Supplier shall maintain insurance in the following amounts. The OSBI must be notified if the insurance policies are being cancelled or not being renewed.

- B.16.1.** A Certificate of Insurance indicating general liability insurance with a minimum combined single limit of \$1,000,000.00 is required.

- B.16.2.** A Certificate of Insurance indicating Workers' Compensation Insurance in compliance with the Oklahoma Workers' Compensation Law is also required.
- B.16.3.** Both Certificates of Insurance must be provided to the OSBI after an award of contract and before any work begins.

## **B.17. 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.

## **B.18. INDEFINITE QUANTITY**

This contract is for an indefinite quantity. The OSBI may or may not use the amount of images projected.

## **C. SOLICITATION SPECIFICATIONS**

### **C.1. PURPOSE**

This contract shall establish scanning services for OSBI's Self-Defense Act Licensing Unit located at OSBI Headquarters, 6600 North Harvey Place, Oklahoma City, OK 73116.

### **C.2. SERVICES**

- C.2.1.** After contract has been awarded, the OSBI SDA Unit and Vendor awarded contract will discuss a mutually agreeable schedule for services that will either be provided daily, twice weekly or weekly.
- C.2.2.** The OSBI will require the vendor to take possession of the hard copy license applications, scan them according to agreed-upon specifications (file type and size, file name), return the scanned documents to the OSBI in electronic storage (CD-ROM or other method), and, maintain the hard copy applications for 90 days until the applications are taken to be destroyed.
- C.2.3.** Once scanned, the OSBI must be able to search for and retrieve electronic applications by File Number, State Identification Number (SID), and by first and last name of applicant.
- C.2.4.** The vendor must validate that each electronic file contains the same number of pages as the hard copy file; that each scanned page is legible; and that each electronic file is searchable by the fields indicated. Staff from OSBI will audit each file from the first box of applications completed by the vendor. After that, OSBI staff will audit on a less frequent basis to ensure that applications are scanned according to all agreed-upon specifications.
- C.2.5.** Because the license applications contain criminal history record information (CHRI) from the FBI, the vendor must comply with certain requirements to ensure that the security and integrity of the CHRI are not compromised. These requirements pertain to site security, dissemination restrictions, personnel security, system security, and data security. The OSBI will fingerprint and conduct a national criminal history record check on vendor employees who have access to

these files. The selected vendor must meet the FBI control standards for Outsourcing. The FBI document, "Security and Management Control Outsourcing Standard for Non-Channelers," provides detailed information on these requirements. The FBI Outsourcing document can be found on their website at <http://www.fbi.gov/about-us/cjis/cc/current-initiatives/security-and-management-control-outsourcing-standard-for-non-channelers-1>. In addition, Oklahoma Statutes designate these applications as confidential, except to law enforcement officers or law enforcement agencies in the performance of their duties. Therefore, the vendor must provide assurance that the application forms and related materials will be kept confidential.

The OSBI will confirm that the successful bidder is compliant with the FBI guidelines referenced in this section **before** a Purchase Order will be issued.

### **C.3. DELIVERABLES**

- C.3.1.** The OSBI will prepare applications for scanning (redact credit card numbers, remove staples, tape down photos, sequence documents and put separator sheets between files).
- C.3.2.** The OSBI can deliver the applications to the vendor's site or vendor can pick up (please include price for both options). Also, include price for daily, twice weekly and weekly turnaround for delivery of applications to the vendor site and return of the scanned images as outlined in Section C.3.4. on Bidder Response Form, Pages 15 & 16.
- C.3.3.** The vendor will scan the applications according to agreed-upon specifications, including file type (TIF) and size (no larger than 300x300 DPI).
- C.3.4.** The vendor will index the files by File Number, State Identification Number (SID), and by first and last name of applicant.
- C.3.5.** The vendor shall return the scanned documents to the OSBI in electronic storage (CD-ROM or other method). Return of the scanned images shall be daily, twice weekly or weekly, based on option selected by OSBI. Please include pricing for all 3. It shall be at the **OSBI's sole discretion** which option is chosen. In the event that the turnaround is not daily, the OSBI may occasionally need expedited scanning and return, via email, of a specified file. Although rare, immediate return of scanned or hard copy file must be guaranteed. If additional price for service, please identify on Bidder Response Form, Pages 15 & 16.
- C.3.6.** The vendor shall maintain all scanned files in a secure area accessible only to individuals approved for access and review of SDA files for 90 days until the files are taken to be destroyed either by OSBI personnel or by the vendor. Document Destruction is handled via statewide contract at The Meadows, located at 1000 S Kelly Ave, Edmond, OK 73003.
- C.3.7.** OSBI shall provide a daily email of SDA applications entered during a specified timeframe including all index fields. The applications in the list shall be consistent with applications sent for imaging. Vendor may maintain a secure database of files to minimize key stroke entry and to ensure accuracy of data.
- C.3.8.** Vendor shall provide a weekly email list of files received in the previous week that were not part of the email submission and a list of any files submitted for imaging that were not part of the email list as a safeguard and check against OSBI's files sent to be imaged.

- C.3.9. Vendor shall provide OSBI SDA Unit with separator sheets or a PDF document template that can be used to print a separator page for the files.
- C.3.10. Vendor must provide 15 x 12 x 10 File Boxes as needed to transport files for OSBI to vendor's facility.

**C.4. PERSONNEL**

- C.4.1. All personnel must submit fingerprints to the OSBI for a state and national background check in order to have the ability to access and review FBI data.
- C.4.2. All personnel must be pre-approved by the OSBI to have access to the SDA files. Access will be granted to individuals who do not have pending felony charges, felony convictions or felony warrants. OSBI reserves the right to deny access to individuals who pose a security risk to the sensitive data maintained in the SDA files. Any person found not acceptable to the OSBI will not be allowed to access OSBI's SDA files.
- C.4.3. The vendor shall assign sufficient personnel to insure effective compliance with all provisions of the contract, including supervision.

**C.5. PAST USAGE**

- C.4.1. In the last 12 months, the OSBI has outsourced the following for imaging:

	<b># of images</b>
<b>Apr-14</b>	<b>24,824</b>
<b>May-14</b>	<b>18,514</b>
<b>Jun-14</b>	<b>19,513</b>
<b>Jul-14</b>	<b>18,947</b>
<b>Aug-14</b>	<b>24,420</b>
<b>Sep-14</b>	<b>26,922</b>
<b>Oct-14</b>	<b>42,909</b>
<b>Nov-14</b>	<b>45,832</b>
<b>Dec-14</b>	<b>33,141</b>
<b>Jan-15</b>	<b>28,569</b>
<b>Feb-15</b>	<b>24,149</b>
<b>Mar-15</b>	<b>37,096</b>
	<b>344,836</b>

OSBI projects a similar number of documents to be imaged in the upcoming year +/- 20%, although it can be variable.

**D. EVALUATION**

- D.1. Bids shall first be evaluated based on the mandatory administration requirements such as incomplete forms, form entries improper, 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 or incompleteness of onsite inspection form (if applicable). 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 bidder 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. QUESTIONS**

All questions shall be sent to OSBI Purchasing Agent; Cheryl Gibbon by e-mail at [cheryl.gibbon@osbi.ok.gov](mailto:cheryl.gibbon@osbi.ok.gov) at least seven (7) business days prior to close of bid. Answers will be sent to all vendors in the form of an addendum to the solicitation.

### **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 (Pages 15 & 16)**
- 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 (Pages 15 & 16)**

**OKLAHOMA STATE BUREAU OF INVESTIGATION  
 SELF DEFENSE ACT UNIT  
 DOCUMENT IMAGING PROJECT**

**BIDDER RESPONSE FORM**

**Solicitation Number: 3080000332  
 Due Date: May 27th, 2015 by 3:00 p.m. CST**

**Price per scanned image if OSBI delivers documents to vendor:**

<b>Price per Scanned Image:</b>	<b><u>Daily</u></b>	<b><u>Twice a Week</u></b>	<b><u>Once a Week</u></b>
<b>July 1, 2015 through June 30 2016</b>	_____	_____	_____
<b>July 1, 2016 through June 30 2017</b>	_____	_____	_____
<b>July 1, 2017 through June 30 2018</b>	_____	_____	_____
<b>July 1, 2018 through June 30 2019</b>	_____	_____	_____
<b>July 1, 2019 through June 30 2020</b>	_____	_____	_____

**Price per scanned image if vendor picks up files at OSBI HQ:**

<b>Price per Scanned Image:</b>	<b><u>Daily</u></b>	<b><u>Twice a Week</u></b>	<b><u>Once a Week</u></b>
<b>July 1, 2015 through June 30 2016</b>	_____	_____	_____
<b>July 1, 2016 through June 30 2017</b>	_____	_____	_____
<b>July 1, 2017 through June 30 2018</b>	_____	_____	_____
<b>July 1, 2018 through June 30 2019</b>	_____	_____	_____
<b>July 1, 2019 through June 30 2020</b>	_____	_____	_____

**Price per year for vendor to deliver all scanned documents to The Meadows after 90 day period.**

<b>July 1, 2015 through June 30 2016</b>	_____
<b>July 1, 2016 through June 30 2017</b>	_____

**July 1, 2017 through June 30 2018**

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**July 1, 2018 through June 30 2019**

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**July 1, 2019 through June 30 2020**

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**Additional Charge per file (if any) for immediate return of scanned or hard copy file.**

**July 1, 2015 through June 30 2016**

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**July 1, 2016 through June 30 2017**

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**July 1, 2017 through June 30 2018**

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**July 1, 2018 through June 30 2019**

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**July 1, 2019 through June 30 2020**

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## SECURITY and MANAGEMENT CONTROL OUTSOURCING STANDARD for NON-CHANNELERS

The goal of this document is to provide adequate security and integrity for criminal history record information (CHRI) while under the control or management of an outsourced third party, the Contractor. Adequate security is defined in Office of Management and Budget Circular A-130 as “security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information.”

The intent of this Security and Management Control Outsourcing Standard (Outsourcing Standard) is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the FBI Criminal Justice Information Services (CJIS) Security Policy) as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General.

This Outsourcing Standard identifies the duties and responsibilities with respect to adequate internal controls within the contractual relationship so that the security and integrity of the Interstate Identification Index (III) System and CHRI are not compromised. The standard security program shall include consideration of site security, dissemination restrictions, personnel security, system security, and data security.

The provisions of this Outsourcing Standard are established by the Compact Council pursuant to 28 CFR Part 906 and are subject to the scope of that rule. They apply to all personnel, systems, networks, and facilities supporting and/or acting on behalf of the Authorized Recipient to perform noncriminal justice administrative functions requiring access to CHRI without a direct connection to the FBI CJIS Wide Area Network (WAN).

### 1.0 *Definitions*

- 1.01 *Access to CHRI* means to view or make use of CHRI obtained from the III System but excludes direct access to the III System by computer terminal or other automated means by Contractors other than those that may be contracted by the FBI or state criminal history record repositories or as provided by title 42, United States Code, section 14614(b).
- 1.02 *Authorized Recipient* means (1) a nongovernmental entity authorized by federal statute or federal executive order to receive CHRI for noncriminal justice purposes, or (2) a government agency authorized by federal statute, federal executive order, or state statute which has been approved by the United States Attorney General to receive CHRI for noncriminal justice purposes.
- 1.03 *Chief Administrator* means the primary administrator of a Nonparty State’s

criminal history record repository or a designee of such administrator who is a regular full-time employee of the repository, which is also referred to as the State Identification Bureau (SIB) Chief.

- 1.04 *CHRI*, as referred to in Article I(4) of the Compact, means information collected by criminal justice agencies on individuals consisting of identifiable descriptions and notations of arrests, detentions, indictments, or other formal criminal charges, and any disposition arising therefrom, including acquittal, sentencing, correctional supervision, or release; but does not include identification information such as fingerprint records if such information does not indicate involvement of the individual with the criminal justice system.
- 1.05 *Criminal History Record Check*, for purposes of this Outsourcing Standard only, means an authorized noncriminal justice fingerprint-based search of a state criminal history record repository and/or the FBI system.
- 1.06 *Compact Officer*, as provided in Article I(2) of the Compact, means (A) with respect to the Federal Government, an official [FBI Compact Officer] so designated by the Director of the FBI [to administer and enforce the compact among federal agencies], or (B) with respect to a Party State, the chief administrator of the State's criminal history record repository or a designee of the chief administrator who is a regular full-time employee of the repository.
- 1.07 *Contractor* means a government agency, a private business, non-profit organization or individual, that is not itself an Authorized Recipient with respect to the particular noncriminal justice purpose, who has entered into a contract with an Authorized Recipient to perform noncriminal justice administrative functions requiring access to CHRI.
- 1.08 *Dissemination* means the disclosure of CHRI by an Authorized Recipient to an authorized Contractor, or by the Contractor to another Authorized Recipient consistent with the Contractor's responsibilities and with limitations imposed by federal and state laws, regulations, and standards as well as rules, procedures, and standards established by the Compact Council and the United States Attorney General.
- 1.09 *Noncriminal Justice Administrative Functions* means the routine noncriminal justice administrative functions relating to the processing of CHRI, to include but not limited to the following:
1. Making fitness determinations/recommendations
  2. Obtaining missing dispositions
  3. Disseminating CHRI as authorized by Federal statute, Federal Executive Order, or State statute approved by the United States Attorney General

4. Other authorized activities relating to the general handling, use, and storage of CHRI
- 1.10 *Noncriminal Justice Purposes*, as provided in Article I(18) of the Compact, means uses of criminal history records for purposes authorized by federal or state law other than purposes relating to criminal justice activities, including employment suitability, licensing determinations, immigration and naturalization matters, and national security clearances.
- 1.11 *Outsourcing Standard* means a document approved by the Compact Council after consultation with the United States Attorney General which is to be incorporated by reference into a contract between an Authorized Recipient and a Contractor. This Outsourcing Standard authorizes access to CHRI for noncriminal justice purposes, limits the use of the information to the purposes for which it is provided, prohibits retention and/or dissemination except as specifically authorized, ensures the security and confidentiality of the information, provides for audits and sanctions, provides conditions for termination of the contract, and contains such other provisions as the Compact Council may require.
- 1.12 *Physically Secure Location* means a facility or an area, a room, or a group of rooms, within a facility with both the physical and personnel security controls sufficient to protect CHRI and associated information systems.
- 1.13 *Positive Identification*, as provided in Article I(20) of the Compact, means a determination, based upon a comparison of fingerprints<sup>1</sup> or other equally reliable biometric identification techniques, that the subject of a record search is the same person as the subject of a criminal history record or records indexed in the III System. Identifications based solely upon a comparison of subjects' names or other non-unique identification characteristics or numbers, or combinations thereof, shall not constitute positive identification.
- 1.14 *Public Carrier Network* means a telecommunications infrastructure consisting of network components that are not owned, operated, and managed solely by the agency using that network, i.e., any telecommunications infrastructure which supports public users other than those of the agency using that network. Examples of a public carrier network include but are not limited to the following: Dial-up and Internet connections, network connections to Verizon, network connections to AT&T, ATM Frame Relay clouds, wireless networks, wireless links, and cellular telephones. A public carrier network provides network services to the public;

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<sup>1</sup> The Compact Council currently defines positive identification for noncriminal justice purposes as identification based upon a qualifying ten-rolled or qualifying ten-flat fingerprint submission. Further information concerning positive identification may be obtained from the FBI Compact Council office.

not just to the single agency using that network.

- 1.15 *Security Violation* means the failure to prevent or failure to institute safeguards to prevent access, use, retention, or dissemination of CHRI in violation of: (A) Federal or state law, regulation, or Executive Order; or (B) a rule, procedure, or standard established by the Compact Council and the United States Attorney General.

## 2.0 *Responsibilities of the Authorized Recipient*

- 2.01 Prior to engaging in outsourcing any noncriminal justice administrative functions, the Authorized Recipient shall: (a) Request and receive written permission from (1) the State Compact Officer/Chief Administrator<sup>2</sup> or (2) the FBI Compact Officer<sup>3</sup>; and (b) provide the State Compact Officer/Chief Administrator or the FBI Compact Officer copies of the specific authority for the outsourced work, criminal history record check requirements, and/or a copy of relevant portions of the contract as requested.
- 2.02 The Authorized Recipient shall execute a contract or agreement prior to providing a Contractor access to CHRI. The contract shall, at a minimum, incorporate by reference and have appended thereto this Outsourcing Standard.
- 2.03 The Authorized Recipient shall, in those instances when the Contractor is to perform duties requiring access to CHRI, specify the terms and conditions of such access; limit the use of such information to the purposes for which it is provided; limit retention of the information to a period of time not to exceed that period of time the Authorized Recipient is permitted to retain such information; prohibit dissemination of the information except as specifically authorized by federal and state laws, regulations, and standards as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General; ensure the security and confidentiality of the information to include confirmation that the intended recipient is authorized to receive CHRI; provide for audits and sanctions; provide conditions for termination of the contract; and ensure that Contractor

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<sup>2</sup>The Compact Officer/Chief Administrator may not grant such permission unless he/she has implemented a combined state/federal audit program to, at a minimum, triennially audit a representative sample of the Contractors and Authorized Recipients engaging in outsourcing with the first of such audits to be conducted within one year of the date the Contractor first receives CHRI under the approved outsourcing agreement. A representative sample will be based on generally accepted statistical sampling methods.

<sup>3</sup>State or local Authorized Recipients based on State or Federal Statutes shall contact the State Compact Officer/Chief Administrator. Federal or Regulatory Agency Authorized Recipients shall contact the FBI Compact Officer.

personnel comply with this Outsourcing Standard.

- a. The Authorized Recipient shall conduct criminal history record checks of Contractor personnel having access to CHRI if such checks are required or authorized of the Authorized Recipient's personnel having similar access.<sup>4</sup> The Authorized Recipient shall maintain updated records of Contractor personnel who have access to CHRI and update those records within 24 hours when changes to that access occur and, if a criminal history record check is required, the Authorized Recipient shall maintain a list of Contractor personnel who successfully completed the criminal history record check.
- b. The Authorized Recipient shall ensure that the Contractor maintains site security. (See the current CJIS Security Policy [[www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view](http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view)])
- c. The State Compact Officer/Chief Administrator or the FBI Compact Officer shall make available the most current versions of both the Outsourcing Standard and the CJIS Security Policy to the Authorized Recipient within 60 calendar days (unless otherwise directed) of notification of successor versions of the Outsourcing Standard and/or the CJIS Security Policy. The Authorized Recipient shall notify the Contractor within 60 calendar days of the FBI/state notification regarding changes or updates to the Outsourcing Standard and/or the CJIS Security Policy. The Authorized Recipient shall be responsible to ensure the most updated versions are incorporated by reference at the time of contract, contract renewal, or within the 60 calendar day notification period, whichever is sooner.

2.04 The Authorized Recipient shall understand the communications and record capabilities of the Contractor which has access to federal or state records through, or because of, its outsourcing relationship with the Authorized Recipient. The Authorized Recipient shall request and approve a topological drawing which depicts the interconnectivity of the Contractor's network configuration as it relates to the outsourced function(s). The Authorized Recipient shall understand and approve any modifications to the Contractor's

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<sup>4</sup>If a national criminal history record check of Authorized Recipient personnel having access to CHRI is mandated or authorized by a federal statute, executive order, or state statute approved by the Attorney General under Public Law 92-544, the State Compact Officer/Chief Administrator and/or the FBI Compact Officer must ensure Contractor personnel having similar access are either covered by the existing law or that the existing law is amended to include such Contractor personnel prior to authorizing outsourcing initiatives. The national criminal history record checks of Contractor personnel with access to CHRI cannot be outsourced and must be performed by the Authorized Recipient.

network configuration as it relates to the outsourced function(s). For approvals granted through the State Compact Officer/Chief Administrator, the Authorized Recipient, if required, shall coordinate the approvals with the State Compact Officer/Chief Administrator.

- 2.05 The Authorized Recipient is responsible for the actions of the Contractor and shall monitor the Contractor's compliance to the terms and conditions of the Outsourcing Standard. For approvals granted through the FBI Compact Officer, the Authorized Recipient shall certify to the FBI Compact Officer that an audit was conducted with the Contractor within 90 days of the date the Contractor first receives CHRI under the approved outsourcing agreement. For approvals granted through the State Compact Officer/Chief Administrator, the Authorized Recipient, in conjunction with the State Compact Officer/Chief Administrator, will conduct an audit of the Contractor within 90 days of the date the Contractor first receives CHRI under the approved outsourcing agreement. The Authorized Recipient shall certify to the State Compact Officer/Chief Administrator that the audit was conducted.
- 2.06 The Authorized Recipient shall provide written notice of any early voluntary termination of the contract to the Compact Officer/Chief Administrator or the FBI Compact Officer.
- 2.07 The Authorized Recipient shall appoint an Information Security Officer. The Authorized Recipient's Information Security Officer shall:
- a. Serve as the security POC for the FBI CJIS Division Information Security Officer.
  - b. Document technical compliance with this Outsourcing Standard.
  - c. Establish a security incident response and reporting procedure to discover, investigate, document, and report on major incidents that significantly endanger the security or integrity of the noncriminal justice agency systems to the CJIS Systems Officer, State Compact Officer/Chief Administrator and the FBI CJIS Division Information Security Officer.

### 3.0 *Responsibilities of the Contractor*

- 3.01 The Contractor and its employees shall comply with all federal and state laws, regulations, and standards (including the CJIS Security Policy) as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General.
- 3.02 The Contractor shall develop, document, administer, and maintain a Security Program (Physical, Personnel, and Information Technology) to comply with the most current Outsourcing Standard and the most current CJIS Security Policy. The Security Program shall describe the implementation of the

security requirements outlined in this Outsourcing Standard and the CJIS Security Policy. In addition, the Contractor is also responsible to set, maintain, and enforce the standards for the selection, supervision, and separation of personnel who have access to CHRI. The Authorized Recipient shall provide the written approval to the State Compact Officer/Chief Administrator or the FBI Compact Officer of a Contractor's Security Program. For approvals granted through the State Compact Officer/Chief Administrator, it is the responsibility of the State Compact Officer/Chief Administrator to ensure the Authorized Recipient is in compliance with the CJIS Security Policy.

- 3.03 The requirements for a Security Program should include, at a minimum:
- a) Description of the implementation of the security requirements described in this Outsourcing Standard and the CJIS Security Policy.
  - b) Security Training.
  - c) Guidelines for documentation of security violations to include:
    - i) Develop and maintain a written security violation plan.
    - ii) A process in place for reporting security violations.
  - d) Standards for the selection, supervision, and separation of personnel with access to CHRI.
- \*\*If the Contractor is using a corporate policy, it must meet the requirements outlined in this Outsourcing Standard and the CJIS Security Policy. If the corporate policy is not this specific, it must flow down to a level where the documentation supports these requirements.
- 3.04 Except when the training requirement is retained by the Authorized Recipient, the Contractor shall develop a Security Training Program for all Contractor personnel with access to CHRI prior to their appointment/assignment. The Authorized Recipient shall review and provide to the Contractor written approval of the Security Training Program. Training shall be provided upon receipt of notice from the Compact Officer/Chief Administrator on any changes to federal and state laws, regulations, and standards as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General. Annual refresher training shall also be provided. The Contractor shall annually, not later than the anniversary date of the contract, certify in writing to the Authorized Recipient that annual refresher training was completed for those Contractor personnel with access to CHRI.
- 3.05 The Contractor shall make its facilities available for announced and unannounced audits performed by the Authorized Recipient, the state, or the FBI on behalf of the Compact Council.
- 3.06 The Contractor's Security Program is subject to review by the Authorized

Recipient, the Compact Officer/Chief Administrator, and the FBI CJIS Division. During this review, provision will be made to update the Security Program to address security violations and to ensure changes in policies and standards as well as changes in federal and state law are incorporated.

- 3.07 The Contractor shall maintain CHRI only for the period of time necessary to fulfill its contractual obligations but not to exceed the period of time that the Authorized Recipient is authorized to maintain and does maintain the CHRI.
- 3.08 The Contractor shall maintain a log of any dissemination of CHRI, for a minimum of 365 days.

#### 4.0 *Site Security*

- 4.01 The Authorized Recipient shall ensure that the Contractor site(s) is a physically secure location to protect against any unauthorized access to CHRI.

#### 5.0 *Dissemination*

- 5.01 The Contractor shall not disseminate CHRI without the consent of the Authorized Recipient, and as specifically authorized by federal and state laws, regulations, and standards as well as with rules, procedures, and standards established by the Compact Council and the United States Attorney General.
- 5.02 An up-to-date log concerning dissemination of CHRI shall be maintained by the Contractor for a minimum one year retention period. This log must clearly identify: (A) The Authorized Recipient and the secondary recipient with unique identifiers, (B) the record disseminated, (C) the date of dissemination, (D) the statutory authority for dissemination, and (E) the means of dissemination.
- 5.03 If CHRI is stored or disseminated in an electronic format, the Contractor shall protect against unauthorized access to the equipment and any of the data. In no event shall responses containing CHRI be disseminated other than as governed by this Outsourcing Standard or more stringent contract requirements.

#### 6.0 *Personnel Security*

- 6.01 If a local, state, or federal written standard requires or authorizes a criminal history record check of the Authorized Recipient's personnel with access to CHRI, then a criminal history record check shall be required of the Contractor's (and approved Sub-Contractor's) employees having access to CHRI. Criminal history record checks of Contractor and approved Sub-Contractor employees, at a minimum, will be no less stringent than criminal history record checks that are performed on the Authorized

Recipient's personnel performing similar functions. Criminal history record checks must be completed prior to accessing CHRI under the contract.

- 6.02 The Contractor shall ensure that each employee performing work under the contract is aware of the requirements of the Outsourcing Standard and the state and federal laws governing the security and integrity of CHRI. The Contractor shall confirm in writing that each employee has certified in writing that he/she understands the Outsourcing Standard requirements and laws that apply to his/her responsibilities. The Contractor shall maintain the employee certifications in a file that is subject to review during audits. Employees shall make such certification prior to performing work under the contract.
- 6.03 The Contractor shall maintain updated records of personnel who have access to CHRI, update those records within 24 hours when changes to that access occur, and if a criminal history record check is required, maintain a list of personnel who have successfully completed criminal history record checks. The Contractor shall notify Authorized Recipients within 24 hours when additions or deletions occur.

## 7.0 *System Security*

- 7.01 The Contractor's security system shall comply with the CJIS Security Policy in effect at the time the Outsourcing Standard is incorporated into the contract and with successor versions of the CJIS Security Policy.
  - a. If CHRI can be accessed by unauthorized personnel via Wide Area Network/Local Area Network or the Internet, then the Contractor shall protect the CHRI with firewall-type devices to prevent such unauthorized access. These devices shall implement a minimum firewall profile as specified by the CJIS Security Policy in order to provide a point of defense and a controlled and audited access to CHRI, both from inside and outside the networks.
  - b. Data encryption shall be required throughout the network passing CHRI through a shared public carrier network.
- 7.02 The Contractor shall provide for the secure storage and disposal of all hard copy and media associated with the system to prevent access by unauthorized personnel.

See the current CJIS Security Policy to address:  
[[www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view](http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view)]

  - a. Physically secure location.
  - b. Sanitization procedures for all fixed and non-fixed storage media.
  - c. Storage procedures for all fixed and non-fixed storage media.
- 7.03 To prevent and/or detect unauthorized access to CHRI in transmission or

storage, each Authorized Recipient, Contractor, or sub-Contractor must be assigned a unique identifying number.

## 8.0 *Security Violations*

### 8.01 Duties of the Authorized Recipient and Contractor

- a. The Contractor shall develop and maintain a written policy for discipline of Contractor employees who violate the security provisions of the contract, which includes this Outsourcing Standard that is incorporated by reference. The Contractor shall develop and maintain a written security violation plan for security violations. (See also Sections 2.07 and 3.03)
- b. Pending investigation, the Contractor shall, upon detection or awareness, suspend any employee who commits a security violation from assignments in which he/she has access to CHRI under the contract.
- c. The Contractor shall immediately (within four hours) notify the Authorized Recipient of any security violation or termination of the contract, to include unauthorized access to CHRI made available pursuant to the contract. Within five calendar days of such notification, the Contractor shall provide the Authorized Recipient a written report documenting such security violation, any corrective actions taken by the Contractor to resolve such violation, and the date, time, and summary of the prior notification.
- d. The Authorized Recipient shall immediately (within four hours) notify the State Compact Officer/Chief Administrator and the FBI Compact Officer of any security violation or termination of the contract, to include unauthorized access to CHRI made available pursuant to the contract. The Authorized Recipient shall provide a written report of any security violation (to include unauthorized access to CHRI by the Contractor) to the State Compact Officer/Chief Administrator, if applicable, and the FBI Compact Officer, within five calendar days of receipt of the written report from the Contractor. The written report must include any corrective actions taken by the Contractor and the Authorized Recipient to resolve such security violation.

### 8.02 Termination of the contract by the Authorized Recipient for security violations

- a. The contract is subject to termination by the Authorized Recipient for security violations involving CHRI obtained pursuant to the contract.
- b. The contract is subject to termination by the Authorized Recipient for the Contractor's failure to notify the Authorized Recipient of any

- security violation or to provide a written report concerning such violation.
- c. If the Contractor refuses to or is incapable of taking corrective actions to successfully resolve a security violation, the Authorized Recipient shall terminate the contract.
- 8.03 Suspension or termination of the exchange of CHRI for security violations
- a. Notwithstanding the actions taken by the State Compact Officer, if the Authorized Recipient fails to provide a written report notifying the State Compact Officer/Chief Administrator or the FBI Compact Officer of a security violation, or refuses to or is incapable of taking corrective action to successfully resolve a security violation, the Compact Council or the United States Attorney General may suspend or terminate the exchange of CHRI with the Authorized Recipient pursuant to 28 CFR §906.2(d).
  - b. If the exchange of CHRI is suspended, it may be reinstated after satisfactory written assurances have been provided to the Compact Council Chairman or the United States Attorney General by the Compact Officer/Chief Administrator, the Authorized Recipient and the Contractor that the security violation has been resolved. If the exchange of CHRI is terminated, the Contractor's records (including media) containing CHRI shall be deleted or returned in accordance with the provisions and time frame as specified by the Authorized Recipient.
- 8.04 The Authorized Recipient shall provide written notice (through the State Compact Officer/Chief Administrator if applicable) to the FBI Compact Officer of the following:
- a. The termination of a contract for security violations.
  - b. Security violations involving the unauthorized access to CHRI.
  - c. The Contractor's name and unique identification number, the nature of the security violation, whether the violation was intentional, and the number of times the violation occurred.
- 8.05 The Compact Officer/Chief Administrator, Compact Council and the United States Attorney General reserve the right to investigate or decline to investigate any report of unauthorized access to CHRI.
- 8.06 The Compact Officer/Chief Administrator, Compact Council, and the United States Attorney General reserve the right to audit the Authorized Recipient and the Contractor's operations and procedures at scheduled or unscheduled times. The Compact Council, the United States Attorney General, and the state are authorized to perform a final audit of the Contractor's systems after termination of the contract.

9.0 *Miscellaneous Provisions*

- 9.01 This Outsourcing Standard does not confer, grant, or authorize any rights, privileges, or obligations to any persons other than the Contractor, the Authorized Recipient, Compact Officer/Chief Administrator (where applicable), and the FBI.
- 9.02 The following document is incorporated by reference and made part of this Outsourcing Standard: (1) The CJIS Security Policy.
- 9.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they provide a minimum basis for the security of the system and the CHRI accessed therefrom and it is understood that there may be terms and conditions of the appended contract which impose more stringent requirements upon the Contractor.<sup>5</sup>
- 9.04 The minimum security measures as outlined in this Outsourcing Standard may only be modified by the Compact Council. Conformance to such security measures may not be less stringent than stated in this Outsourcing Standard without the consent of the Compact Council in consultation with the United States Attorney General.
- 9.05 This Outsourcing Standard may only be modified by the Compact Council and may not be modified by the parties to the appended contract without the consent of the Compact Council.
- 9.06 Appropriate notices, assurances, and correspondence to the FBI Compact Officer, Compact Council, and the United States Attorney General required by Section 8.0 of this Outsourcing Standard shall be forwarded by First Class Mail to:

FBI Compact Officer  
1000 Custer Hollow Road  
Module D-3  
Clarksburg, WV 26306

10.0 *Exemption from Above Provisions*

- 10.01 An Information Technology (IT) contract need only include Sections 1.0, 2.01, 2.02, 2.03, 3.01, 6.0, 8.0, and 9.0 of this Outsourcing Standard for Non-Channelers when all of the following conditions exist:

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<sup>5</sup>Such conditions could include additional audits, fees, or security requirements. The Compact Council, Authorized Recipients, and the Compact Officer/Chief Administrator have the explicit authority to require more stringent standards than those contained in the Outsourcing Standard.

1. Access to CHRI by the IT contractor's personnel is limited solely for the development and/or maintenance of the Authorized Recipient's computer system;
2. Access to CHRI is incidental, but necessary, to the duties being performed by the IT contractor;
3. The computer system resides within the Authorized Recipient's facility;
4. The Authorized Recipient's personnel supervise or work directly with the IT contractor personnel;
5. The Authorized Recipient maintains complete, positive control of the IT contractor's access to the computer system and CHRI contained therein; and
6. The Authorized Recipient retains all of the duties and responsibilities for the performance of its authorized noncriminal justice administrative functions, unless it executes a separate contract to perform such noncriminal justice administrative functions, subject to all applicable requirements, including the Outsourcing Standard.

10.02

An Authorized Recipient's contract where access to CHRI is limited solely for the purposes of: (A) storage (referred to as archiving in some states) of the CHRI at the Contractor's facility; (B) retrieval of the CHRI by Contractor personnel on behalf of the Authorized Recipient with appropriate security measures in place to protect the CHRI; and/or (C) destruction of the CHRI by Contractor personnel when not observed by the Authorized Recipient need only include Sections 1.0, 2.01, 2.02, 2.03, 3.01, 4.0, 6.0, 8.0, and 9.0 of this Outsourcing Standard for Non-Channelers when all of the following conditions exist:

1. Access to CHRI by the Contractor is limited solely for the purposes of: (A) storage (referred to as archiving in some states) of the CHRI at the Contractor's facility; (B) retrieval of the CHRI by Contractor personnel on behalf of the Authorized Recipient with appropriate security measures in place to protect the CHRI; and/or (C) destruction of the CHRI by Contractor personnel when not observed by the Authorized Recipient;
2. Access to CHRI is incidental, but necessary, to the duties being performed by the Contractor;
3. The Contractor is not authorized to disseminate CHRI to any other agency or contractor on behalf of the Authorized Recipient;

4. The Contractor's personnel are subject to the same criminal history record checks as the Authorized Recipient's personnel;
5. The criminal history record checks of the Contractor personnel are completed prior to work on the contract or agreement;
6. The Authorized Recipient retains all other duties and responsibilities for the performance of its authorized noncriminal justice administrative functions, unless it executes a separate contract to perform such noncriminal justice administrative functions, subject to all applicable requirements, including the Outsourcing Standard; and
7. The Contractor stores the CHRI in a physically secure location.