



State of Oklahoma
Office of State Finance

Solicitation

1. Solicitation #: Assessment Study, Report and Plan 2. Solicitation Issue Date: June 18, 2010

3. Brief Description of Requirement:

Provide an assessment of the existing and planned information technology and telecommunication systems. This analysis and resulting study will include the recommendation for the implementation of the transfer, coordination, and modernization of all information technology and telecommunication systems. The assessment will include all State of Oklahoma State Agencies. A mandatory pre-bid conference is planned for June 25, 2010.

4. Response Due Date¹: July 14, 2010

Time: 3.00 PM CST/CDT

5. Issued By and RETURN SEALED BID TO²:

Office of State Finance

- U.S. Postal Delivery: x
- Carrier Delivery: x

6. Solicitation Type (check one below):

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

7. Shipping Location: Office of State Finance 2209 N Central Ave., Oklahoma City OK 73105

8. Contracting Officer:

Name: Alana Owen
Phone: 405-522-2423
Email: alana.owen@osf.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



State of Oklahoma
 Department of Central Services
 Central Purchasing Division

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

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

Solicitation or Purchase Order #: _____

Supplier Legal Name: _____

SECTION I [74 O.S. § 85.22]:

A. For purposes of competitive bid,

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

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

SECTION II [74 O.S. § 85.42]:

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

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

- the competitive bid attached herewith and contract, if awarded to said supplier;
 OR
 the contract attached herewith, which was not competitively bid and awarded by the agency pursuant to applicable Oklahoma statutes.

 Supplier Authorized Signature

 Certified This Date

 Printed Name

 Title

 Phone Number

 Email

 Fax Number



"Certification for Competitive Bid and Contract" **MUST** be submitted along with the response to the Solicitation.

1. RE: Solicitation # _____

2. Bidder General Information:

FEI / SSN : _____ VEN ID: _____

Company Name: _____

3. Bidder Contact Information:

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Name: _____

Contact Title: _____

Phone #: _____ FAX#: _____

Email: _____ Website: _____

4. Oklahoma Sales Tax Permit¹:

YES – Permit #: _____

NO – Exempt pursuant to Oklahoma Laws or Rules

5. Registration with the Oklahoma Secretary of State:

YES - Filing Number: _____

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

6. Workers' Compensation Insurance Coverage:

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

YES – include a certificate of insurance with the bid

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

Authorized Signature

Date

Printed Name

Title

¹ For frequently asked questions concerning Oklahoma Sales Tax Permit, see <http://www.tax.ok.gov/faq/faqbus-sales.htm>

² For frequently asked questions concerning workers' compensation insurance, see http://www.ok.gov/oid/Consumers/Workers_Compensation_Information.htm



Solicitation #/Name: CIO Assessment, Study, Report and Plan

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A. GENERAL PROVISIONS

The following provisions shall apply where applicable to the solicitation.

A.1. DEFINITIONS

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

- A.1.1.** "Acquisition" means items, products, materials, supplies, services and equipment a state agency acquires by purchase, lease purchase, lease with option to purchase, or rental pursuant to the Oklahoma Central Purchasing Act;
- A.1.2.** "Bid" means an offer in the form of a bid, proposal or quote a Contractor submits in response to a solicitation;
- A.1.3.** "Contractor" means an individual or business entity that submits a bid in response to solicitation;
- A.1.4.** "Business Entity" means any individual, business, partnership, joint venture, corporation, S-corporation, limited liability corporation, limited liability partnership, sole proprietorship, joint stock company, consortium, or other private legal entity recognized by statute;
- A.1.5.** "Contractor" means the Business Entity with whom the State enters into this Contract. Contractor shall be synonymous with "supplier", "vendor", "Contractor" or other similar term;
- A.1.6.** "Closing Date" is the date the RFP closes, also proposal opening date, and response due date;
- A.1.7.** "Government Entities" means a State Agencies, Boards, Commissions, Authorities, Oklahoma Counties, Cities, Schools, Hospitals, Regents of Higher Education, Colleges, Universities, Municipalities, or political subdivisions;
- A.1.8.** "Offer" shall be synonymous with "bid", "proposal", "quote" or other similar term;
- A.1.9.** "Procuring Agency" means the State of Oklahoma Agency initiating procurement on behalf of this solicitation.
- A.1.10.** "State" means the government of the State of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the State of Oklahoma. References to "State" in this document refer to either the Department of Central Services or the Office of State Finance.
- A.1.11.** "State Agency" includes any office, officer, bureau, board, counsel, court, commission, institution, unit, division, body or house of the executive or judicial branches of the state government, whether elected or appointed, excluding only political subdivisions of the state.
- A.1.12.** "Solicitation" means a request or invitation by the State 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 (RFP), or a request for quotation;
- A.1.13.** "Supplier" 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 Contractors, and shall be submitted with a completed "responding Contractor Information" DCS-FORM-CP-076, and any other forms completed as required by the solicitation.
- A.2.2.** Bids shall be submitted to the State Agency identified in the front page of this solicitation, in a single envelope, package, or container and shall be sealed. The name and address of the Contractor shall be inserted in the upper left corner of the single envelope, package, or container. SOLICITATION NUMBER/NAME AND SOLICITATION RESPONSE DUE DATE AND TIME MUST APPEAR ON THE FACE OF THE SINGLE ENVELOPE, PACKAGE, OR CONTAINER.
- A.2.3.** The required certification statement, "Certification for Competitive Bid and/or Contract (Non-Collusion Certification)", DCS-FORM-CP-004(A), must be made out in the name of the Contractor 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 legibly written or typed. Any corrections to bids shall be initialed. Penciled bids and penciled corrections shall NOT be accepted and will be rejected as non-responsive.
- 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", DCC-FORM-CO-011 (or other format as provided), is issued, then the Contractor 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 State 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 State.
- A.3.3.** The State is not responsible for a Contractor's failure to download or return any amendment documents required to complete a solicitation.

A.4. BID CHANGE

If the Contractor needs to change a bid prior to the solicitation response due date, a new bid shall be submitted to the State with the following statement "This bid supersedes the bid previously submitted" in a single envelope, package, or container and shall be sealed. The name and address of the Contractor 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 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 soliciting agency identified in the front page of this solicitation, at the time and date specified.

A.7. BIDS SUBJECT TO PUBLIC DISCLOSURE

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

A.8. LATE BIDS

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

A.9. LEGAL CONTRACT

- A.9.1.** Submitted bids are rendered as a legal offer and any bid, when accepted by the State, shall constitute a contract.
- A.9.2.** The Contract resulting from this solicitation will consist of the following documents in order of preference: Contract award documents, including but not limited to the Purchase Order, Contract Modifications, required certification statement, and change orders; the solicitation including any amendments; and the successful

bid to the extent that the bid does not conflict with the requirements of the Contract award documents or solicitation or applicable law. In the event there is a conflict between any of the preceding documents, the Contract award documents prevail over the solicitation, and both the Contract award documents and the solicitation shall prevail over the successful bid.

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 one hundred and twenty (120) days from the solicitation closing date.

A.10.2. Contractors 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. Contractor may offer any brand for which they are an authorized representative, which meets or exceeds the specification for any item(s). However, if bids are based on equivalent products, indicate on the bid form the manufacturer's name and number. Contractor 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 Contractor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Bids that do not comply with these requirements are subject to rejection.

A.12. CLARIFICATION OF SOLICITATION

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

A.13. REJECTION OF 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 Contractor imposes terms or conditions that would modify requirements of the solicitation or limit the Contractor's liability to the State. Other possible reasons for rejection of bids are listed in OAC 580:15-4-11.

A.14. AWARD OF CONTRACT

A.14.1. The State may award the Contract to more than one Contractor by awarding the Contract(s) by item or groups of items, or may award the Contract on an ALL OR NONE basis, whichever is deemed by the State to be in the best interest of the State of Oklahoma.

A.14.2. Contract awards will be made to the best value Contractor(s) unless the solicitation specifies otherwise in another section of this RFP.

A.14.3. In order to receive payments from the State of Oklahoma, suppliers who are not registered on the State of Oklahoma Vendor Registration list must complete the "Vendor/Payee Form" (www.ok.gov/OSF/documents/osfvend.pdf). Non-U.S. suppliers who are not registered on the State of Oklahoma Vendor Registration List must complete a W-8BEN (www.irs.gov/pub/irs-pdf/fw8ben.pdf). Failure to do so may delay contract award.

A.15. CONTRACT MODIFICATION

A.15.1. The Contract is issued under the authority of the State personnel signing the Contract. The Contract may be modified only through a written Contract Modification, signed by the State.

A.15.2. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the State 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 Contractor(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.** Contractor(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 State. This includes changes to personnel.

A.17. INVOICING AND PAYMENT

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

A.17.2. Interest on late payments made by the State of Oklahoma is governed by 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. Contractors shall not include these taxes in price quotes.

A.19. AUDIT AND RECORDS CLAUSE

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

A.19.2. The successful Contractor(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 three 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 three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved, or until the end of the three 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 State. The State may terminate the Contract for default or any other just cause upon a 30-day written notification to the supplier.

A.23.2. The State may terminate the Contract immediately, without a 30-day written notice to the 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 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 determines that termination is in the State's best interest. The State shall terminate the Contract by delivering to the supplier a Notice of Termination for Convenience specifying the terms and effective date of Contract termination. The

Contract termination date shall be a minimum of 60 days from the date the Notice of Termination for Convenience is issued by the State.

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

A.25. INSURANCE

The successful Contractor(s) awarded the Contract shall obtain and retain insurance, including worker's 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 State 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 Contractor certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

A.28. COMPLIANCE WITH APPLICABLE LAWS

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

A.29. GRATUITIES

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

A.30. PRECLUSION FROM RESULTING CONTRACTS

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

A.31. MUTUAL RESPONSIBILITIES

The State and Contractor agree that under this Agreement:

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

A.32. BACKGROUND CHECKS AND VERIFICATIONS

At the sole discretion of the State, Contractor may be subject to user background checks, depending on the information systems the Contractor accesses or types of data the State provides. Contractor must submit the required background check information to the State in a timely manner. The State will not process any access agreements prior to completion of user background verification.

A.33. CONFIDENTIALITY

- A.33.1.** Pursuant to O.S. § Title 62 Section 34.12.C. "The Office of State Finance and all agencies of the executive branch of the state shall not be required to disclose, directly or indirectly, any information of a state agency which is declared to be confidential or privileged by state or federal statute or the disclosure of which is restricted by agreement with the United States or one of its agencies, nor disclose information technology system details that may permit the access to confidential information or any information affecting personal security, personal identity, or physical security of state assets."

If required, the above information may be given to the contractor after the contract is awarded.

- A.33.2.** All information exchanged is non-confidential. If either party requires the exchange of confidential information, it will be made under a signed confidentiality agreement and in accordance with applicable Oklahoma law.
- A.33.3.** In connection with this Agreement, each party may disclose or otherwise make available certain data or information to the other party, which data or information the disclosing party considers being confidential and proprietary. It is recognized that any information contained in this written agreement is deemed non-confidential and is hereby-public information. As used herein, "Confidential Information," means any non-public information, not included in this written document that may include Contractor lists, business plans and proposals, financial information, marketing information, problem solving methods, implementation steps, know-how, technology, trade secrets and drawings and renderings related to each party's ongoing and proposed businesses, products and services which is being provided or which has been provided to the State party by the disclosing party, or which is obtained by the receiving party from its meetings and contacts with Contractor, or any information derived by the State from information so provided or obtained. Confidential Information includes all written or electronically recorded materials identified and marked as confidential or proprietary or which on their face appear to be confidential or proprietary, and oral disclosures of Confidential Information by the disclosing party which are identified as confidential or proprietary at the time of such oral disclosure.
- A.33.4.** Confidential Information does not include any of the following: (a) information that is in or becomes part of the public domain without violation of this Agreement by the State or Contractor; (b) information that was known to or in the possession of the State or Contractor on a non-confidential basis prior to the disclosure to the State by Contractor; (c) information that was developed independently by the State's or Contractor's employees, which employees have had no access to the Confidential Information; (d) information that is disclosed to the State or Contractor by a third party under no obligation of confidentiality to the disclosing party and without violation of this Agreement by the State or Contractor; or (e) is authorized by Contractor or the State in writing for disclosure.
- A.33.5.** The parties agree: (a) to treat and keep as confidential and proprietary all Confidential Information disclosed by the other party; (b) to advise each employee to whom any Confidential Information is to be made available of the confidential nature of such Confidential Information; (c) to promptly return to the disclosing party (or its designees), upon the disclosing party's request, all Confidential Information and all copies thereof and to delete from electronic memory such Confidential Information.

A.34. UNAUTHORIZED OBLIGATIONS

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

A.35. ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

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

EIT Standards may be found at 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 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 Technology Accessibility Standards subsequent to providing certification of compliance to such Standards. However, the Contractor shall no longer have an obligation to indemnify the State for liability resulting from products, systems or applications developed and/or customized that are not in compliance with applicable Oklahoma Information Technology Accessibility Standards ("Standards") after the State has tested and confirmed that the product, system or application meets the accessibility

requirements in the Standards.

A.36. PATENTS AND COPYRIGHTS

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

A.36.1. If a third party claims that a Product the Contractor provides to an Ordering Agency infringes that party's patent or copyright, Contractor will defend the State against that claim at Contractor's expense and pay all costs, damages, and attorney's fees that a court finally awards, provided that the State: (i) promptly notifies Contractor in writing of the claim; and (ii) to the extent authorized by the Attorney General of the State Oklahoma, allows Contractor to control, and cooperates with Contractor in, the defense and any related settlement negotiations; provided however, that if the Attorney General of the State of Oklahoma does not authorize Contractor to have sole control of the defense and any related settlement negotiations, then to the extent allowed by Oklahoma law, Contractor shall have no obligation to indemnify the State of Oklahoma under this Section.

A.36.2. Contractor has no obligation regarding any claim based on any of the following: (i) anything the State provides which is incorporated into a Product; (ii) modification of a Product by any party other than Contractor, Contractor's representative or Contractor's subcontractor, or a Program's use in other than its Specified Operating Environment; (iii) the combination, operation, or use of a Product with other Products not provided by Contractor as a system, or the combination, operation or use of a Product with any product, data, or apparatus that Contractor did not provide; or (iv) infringement by a non-Contractor Product alone, as opposed to its combination with Products Contractor provides to the State as a system.

A.37. EQUAL OPPORTUNITY AND DISCRIMINATION

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

A.38. IMPOSED CONDITIONS

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

A.39. LOBBYING

The Contractor certifies compliance with the Anti-Lobbying law, Section 1325, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000.00 as defined at 45 CFR 93, Section 93.105 and 93.110.

A.40. DRUG-FREE WORKPLACE

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

A.41. ENVIRONMENTAL PROTECTION

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

A.42. ASSIGNMENT

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

A.43. SEVERABILITY

If any provision for this contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

A.44. FAILURE TO ENFORCE

Failure by the State of Oklahoma at any time to enforce the provisions of the contract shall not be construed as a waiver of any such

provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the State of Oklahoma to enforce any provisions at any time in accordance with its terms.

A.45. LICENSED SOFTWARE

- A.45.1.** Under no circumstances will the Contractor be required to install or maintain software packages that it has reason to believe are not properly licensed.
- A.45.2.** All software/software licensing previously installed by the agency remains the responsibility of the agency. Software used by the Contractor in performance of this contract is the responsibility of the Contractor.

A.46. CONFLICT OF INTEREST

Contractor must disclose any contractual relationship or any other relevant contact with any state personnel, or other State contractors involved in the development of a request for proposal (RFP) that results in a Contract. Any conflict of interest shall, at the sole discretion of State, be grounds for termination of this Agreement or a Contract; provided that such termination must be made within a reasonable time after disclosure of such relationship or contact.

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

A.47. LIMITATION OF LIABILITY

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

A.48. MEDIA OWNERSHIP (DISK DRIVE AND/OR MEMORY CHIP OWNERSHIP)

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

A.49. OFFSHORE SERVICES

No offshore services are provided for under the resulting contract.

A.50. FAILURE TO PROVIDE

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

A.51. AGENCY POLICIES

The contractor's associates must adhere to the agency policies pertaining to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. It is up to the Contractor(s) to review and relate agency policies covering the above to the consulting staff.

A.52. COMPLIANCE WITH TECHNOLOGY POLICIES

The Contractor agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures and Guidelines" that can be found at: http://www.ok.gov/OSF/Information_Services/ISD_Publications.html

A.53. EMERGING TECHNOLOGIES

The State of Oklahoma reserves the right to modify the terms of this contract at any time to allow for technologies not identified

elsewhere under this document. If there are repeated requests for an “emerging technology” and the State feels it is warranted to add such technologies, the State reserves the right to include such technology hereunder or to issue a formal modification or amendment to the Contract.

A.54. OWNERSHIP RIGHTS

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

A.55. RIGHT OF USE

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

A.56. SOURCE CODE ESCROW – REFERENCE TITLE 62 O.S. § 34.31

- a) As used in this section:
 - 1) "State agency" shall include all state agencies, whether subject to the Central Purchasing Act or not, except the Oklahoma Lottery Commission; and
 - 2) "Source code" means the programming instruction for a computer program in its original form, created by a programmer with a text editor or a visual programming tool and saved in a file. State agency shall include all state agencies, whether
- b) No state agency, as defined by Section 250.3 of Title 75 of the Oklahoma Statutes, nor the Purchasing Division of the Department of Central Services, unless otherwise provided by federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the state, unless the vendor agrees to place into escrow with an independent third party the source code for the software and/or modifications.
- c) The vendor must agree to place the source code for the software and any upgrades supplied to an agency in escrow with a third party acceptable to the agency and to enter into a customary source code escrow agreement which includes a provision that entitles the agency to receive everything held in escrow upon the occurrence of any of the following:
 - 1. A bona fide material default of the obligations of the vendor under the agreement with the agency;
 - 2. An assignment by the vendor for the benefit of its creditors;
 - 3. A failure by the vendor to pay, or an admission by the vendor of its inability to pay, its debts as they mature;
 - 4. The filing of a petition in bankruptcy by or against the vendor when such petition is not dismissed within sixty (60) days of the filing date;
 - 5. The appointment of a receiver, liquidator, or trustee appointed for any substantial part of the vendor’s property;
 - 6. The inability or unwillingness of the vendor to provide the maintenance and support services in accordance with the agreement with the agency; or
 - 7. The ceasing of a vendor of maintenance and support of the software.
- d) The fees of any third-party escrow agent subject to this section shall be borne by the vendor.

A.57. P-CARDS

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

If awarded a statewide contract will your company accept MASTERCARD: Yes _____ No _____ (check one)

A.58. PERFORMANCE AND UPGRADES

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

A.59. RIGHT TO RENEGOTIATE

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

A.60. SPECIAL PROVISIONS

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

B. SPECIAL PROVISIONS

B.1. CONTRACTORS AND SUB-CONTRACTORS OBLIGATIONS

- B.1.1.** The Contractor may use sub-contractors in support of this contract; however the Contractor shall remain solely responsible for the performance of this Contract.
- B.1.2.** All payments for Products or Services shall be made directly to the Contractor. If sub-contractors are to be used, the sub-contractors shall be identified in the Proposal and shall include the nature of the services to be performed. The State reserves the right to approve any and all sub-contractors providing services under this Contract.
- B.1.3.** All Contractor(s) and sub-contractor(s) changes after award, including changes of the actual employees performing services on this contract, are subject to approval by the State. No payments will be made to the Contractor(s) for services performed pursuant to this Contract by unapproved employees of Contractor(s) or sub-contractor.
- B.1.4.** Contractor's employees or agents, if any, who perform services for the State under this Agreement shall also be bound by the provisions of this Agreement. At the request of the State, Contractor shall provide adequate evidence that such persons are their employees or agents. In accordance with the section on "Employment Relationship", the State shall not be responsible to Contractor's employees for any employee benefit or any obligation relating to employment, including health insurance benefits, workers' compensation insurance, paid vacation, or any other employee benefit.

B.2. CONTRACT EXTENSION

- B.2.1.** The State, at its sole discretion, may choose to exercise an extension for a maximum of 90 days beyond the original contract period of one year, in accordance with the same terms and conditions. If this option is exercised, the state will notify the Contractor in writing prior to the contract end date.
- B.2.2.** If the State exercises the option to extend the contract beyond the fixed price charges, the hourly rates provided in the Contractor(s) proposal shall apply.

B.3. OWNERSHIP RIGHTS

- B.3.1.** It is understood and agreed that the software, surveys, reports, plans, and other documents and deliverables developed by the Contractor(s) are for the sole and exclusive use of the State. Moreover, except with regard to any deliverable based on Contractor's reusable or pre-existing intellectual property ("Utilities"), the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including all copyright and proprietary rights relating thereto.
- B.3.2.** Except for any Utilities, all work performed by Contractor (s) of Software and any supporting documentation therefore, as well as any surveys, reports, plans, and other documents and deliverables developed by the Contractor(s) shall be considered as Works for Hire (as such are defined under the U.S. Copyright Laws) and, as such, shall be opened by and for the benefit of State of Oklahoma.

B.4. RIGHT OF USE

- B.4.1.** The State has the right to use or not use the software, surveys, reports, plans, and other documents and deliverables not including any Utilities, and to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. However, Contractor shall bear no liability for any changes the State makes to such software, surveys, reports, plans, and other documents and deliverables .
- B.4.2.** In the event that it should be determined that any of such software or supporting documentation does not qualify as a "Work Made for Hire", Contractor irrevocably grants to the State a non-exclusive, irrevocable license to use such portion. With respect to any Utilities, The State shall have the right to perpetual, internal use of the Utilities included in the deliverable.
- B.4.3.** Contractor will assist the State and its Agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software, surveys, reports, plans, and other documents and deliverables. Contractor will sign any such applications, upon request, and deliver them to the State. The State of Oklahoma will bear all expenses that it causes to be incurred in connection with such copyright, trademark, and/or patent protection.

B.5. REPLACEMENT OF PERSONNEL

The State reserves the right to demand that the Contractor replace any member of their project team with a properly qualified and skilled person.

B.6. CONFIDENTIAL DATA

All data that is collected or disclosed regarding the State of Oklahoma IT and Telecommunication assets and/or operations that is subject to Title 62 O.S. § 34.12.C is hereby deemed to be confidential information. This includes but is not limited to all data collected through the survey, information regarding IT and Telecommunication plans, as well as drafts and working documents of IT and Telecommunication surveys, reports, and plans.

C. SOLICITATION SPECIFICATIONS

C.1. OVERVIEW – LEGISLATIVE MANDATE

The 2009 legislature passed HB 1170 “OKLAHOMA INFORMATION SERVICES ACT” (“The Act”) creating the position of the Chief Information Officer (CIO), appointed by the Governor, to also serve as Secretary of Information Technology and Telecommunications, with jurisdictional responsibility related to the information technology and telecommunications systems of all state agencies. Legislated deadlines require that time is of the essence in successfully completing this project.

Within twelve (12) months of appointment (which began 5-April-2010), the first Chief Information Officer shall:

1. Complete, for all state agencies in the state, including but not limited to all institutions within the Oklahoma State System of Higher Education, the Oklahoma State Regents for Higher Education, and the telecommunications network known as OneNet:
 - a. An assessment of the existing and planned information technology and telecommunication systems (including but not limited to hardware, software, contracts, personnel, capabilities, facilities, networks, current and planned projects, budgets, etc.).
 - b. An assessment of the implementation of the transfer, coordination, and modernization of all information technology and telecommunications systems of all state agencies in the state.
2. Issue a report setting out a plan of action to be presented to the Governor, Speaker of the House of Representatives, and the President Pro Tempore of the State Senate; and receive the approval of the State Governmental Technology Applications Review Board before implementing the plan of action.
 - a. The plan must define the goals, process, structure, and other requirements in order to modernize the information technology and telecommunication (ITC) systems and infrastructure of all state agencies in the state, and include recommendations for the CIO to successfully deliver on all the other responsibilities and requirements of the CIO and the Information Services Division (ISD) of Office of State Finance (OSF) as stipulated in The Act, including but not limited to:
 1. A shared services model with recommended organization structure, governance, and reporting relationships;
 - a. that defines the statewide ITC shared infrastructure, shared applications, and shared services environment; and
 - b. includes consolidation of all ITC purchasing for all state agencies with the CIO acting as purchasing director as stipulated in The Act.
 2. Recommendations for the reallocation of ITC resources and personnel, including a cost-benefit analysis to support the recommendations and calculations of the net savings realized from said reallocation and consolidation of ITC resources and personnel (after compensating for all costs associated with the development and implementation of said plan).
 3. Recommendations to maximize the benefits to the state by the alignment and operations of the communications and data transfer network assets known as OneNet.
 - b. Initially, the net savings realized through the reallocation and consolidation of information technology and telecommunication resources and personnel, after compensating for the up-front costs (including but not limited to the costs of the assessment and plan development anticipated in this RFP, as well as the cost of implementing the plan and the ongoing and incremental costs of the plan to the Information Services Division of the Office of State Finance, all of which shall be identified and reported in the plan of action) shall be realized no later than two (2) years from the appointment date of the Chief Information Officer and shall at a minimum be not less than fifteen percent (15%) of the overall statewide information technology and telecommunications expenditures made by all state agencies during the fiscal year ending 30-June-2009.
 - c. Upon receiving approval of the State Governmental Technology Applications Review Board, the Chief Information Officer shall implement the plan of action. The State Governmental Technology Applications Review Board shall provide ongoing oversight of the implementation of the plan of action. Any proposed amendments to the plan of action shall be approved by the Board prior to adoption.

Some additional pertinent legislative and background information is provided as follows:

1. See Appendix A for “Legislated Responsibilities of the CIO.”
2. See Appendix B for “Overview of the State” including “Background Information about State Agencies.”
3. A complete copy of The Act – “HB 1170 – Oklahoma Information Services Act.” Is located at:
<http://www.oscn.net/applications/oscn/deliverdocument.asp?cite=+2009+O.S.L.+451>

C.2. PURPOSE AND OBJECTIVES

The purpose of this RFP is to obtain the services of a Consultant to conduct the statewide, comprehensive assessment and analysis, make recommendations, and draft the plan as required in The Act.

In addition to satisfying all of the specific requirements of The Act, the key short- and long-term objectives of this assessment and plan are to build upon and transform the state’s current ITC-related organizations, structures, technologies, capabilities, processes, facilities, practices, tools, standards, architectures, supply chain relationships, and workforce, in order to:

1. Lower the long-term total cost of statewide ITC by reducing the:
 - (1) cost of ITC acquisition.

- (2) cost of ITC operations.
- (3) unnecessary duplication of statewide ITC.
- 2. Improve statewide ITC capabilities and services to better support state and agency "business" capabilities and services to citizens.
- 3. Improve ITC security, risk management, and continuity of operations.
- 4. Ensure compliance of statewide ITC with all relevant laws, standards, and requirements.
- 5. Create a culture of continuous improvement in ITC statewide.

C.3. SCOPE OF WORK AND DELIVERABLES – THE ASSESSMENT AND REPORT

Oklahoma's Chief Information Officer (CIO) and Information Services Division (ISD) of the Office of State Finance (OSF) desires an independent, objective assessment of the current status of the state of Oklahoma's complete information technology and telecommunication infrastructure and operating environment as specified in The Act. The assessment will entail an objective review of all state agencies, institutions within the Oklahoma State System of Higher Education, and the Oklahoma State Regents for Higher Education, including OneNet. The assessment will involve a survey, study, and analysis of the above-mentioned entities' information technology and telecommunication resources including, but not limited to, hardware, software, applications, networks, infrastructure, personnel, consultants, contracts, projects, processes, practices, capabilities, structure, organization, governance, and operating and capital budgets.

The goals of the assessment are to accomplish the following:

1. Review of the state's current information technology and telecommunication environments, including but not limited to:
 - a. An inventory of all ITC infrastructures and capabilities and environments (whether owned, licensed, leased or rented, purchased, and/or custom-built):
 - i. hardware (including but not limited to computers, servers, storage peripherals, printers, copiers, facsimile machines, networks, circuits, telecommunications equipment, switches, routers, and mobile devices);
 - ii. software (including but not limited to applications, utilities, middleware, systems software, system management software, development environments, websites, and portals);
 - iii. facilities (including but not limited to buildings, data centers, back-up and recovery facilities);
 - iv. personnel (including but not limited to quantity, skills, certifications, quality, and capabilities of state ITC-related employees, whether in the ITC organization of the agency or the functional organization); and
 - v. contracts, arrangements, and agreements to obtain or utilize any of these, whether from sources internal or external to state government.
 - b. An assessment of the agencies capabilities for project management, software development and maintenance, systems analysis and design, architecture (technical and business), ITC assessment and audit, help desk and other ITC support services, training, ITC operations management including disaster recovery and continuity of operations, ITC security, contract, and engagement management.
 - c. Survey and Assessment of the state agencies' ITC purchasing, spending, and budgeting practices.
 - d. Survey and Assessment of the state agencies' software development and project management capabilities.
 - e. Survey and Assessment of the quantity and capabilities of state agencies' ITC personnel, including costs.
 - f. Survey and Assessment of the consultant resources being used by state agencies, including costs.
 - g. Develop a listing or inventory identifying all ITC infrastructures and capabilities and environments, identifying all duplicative and/or redundancy, and identifying apparent excess or under-utilized capabilities.
 - h. Develop a listing and analysis of issues, concerns, and desired improvements regarding ITC identified by agencies.
 - i. Determine and inventory the ITC governance and decision-making practices and models being used by agencies.
2. Establish a future vision for information technology and telecommunication capabilities, infrastructures, and environments for the state of Oklahoma, including but not limited to:
 - a. Recommended alternatives and options for governance, organization, and structure of statewide ITC capabilities, organizations, environments, and infrastructures.
 - b. Recommended alternatives and options when appropriate, as well as a road map for achieving said vision including recommended priorities and milestones for reducing costs, improving services, enhancing capabilities, and increasing the capacity of the state to better utilize ITCs.
 - c. Develop recommendations to achieve the vision.
 - d. Develop recommendations to reduce by 31-March-2012 statewide information technology and telecommunication expenditures by not less than 15% of the overall statewide information technology and telecommunication expenditures made during the fiscal year ending June 30, 2009.
 - i. Define the costs to implement the recommendations and the benefits to be derived.
 - ii. The 15% net savings to be realized through the reallocation and consolidation of information technology and telecommunication resources and personnel shall be calculated after compensating for the up-front costs of doing the assessment and developing and implementing the plan as well as the ongoing and incremental costs of the plan to the Information Services Division of the Office of State Finance, all of which shall be identified and reported in the plan of action.
 - e. Develop a plan with timelines, resources, and cost, to implement the recommendations and estimate of on-going operating cost of the plan.

C.4. SCOPE OF WORK AND DELIVERABLES - THE PLAN

The consultant selected will develop a plan that satisfies the requirements of the CIO and The Act, and the recommendations in priority sequence for achieving the CIO's responsibilities as spelled out in The Act, providing alternatives and options when appropriate, as well as a road map for achieving the plan including recommended priorities and milestones. The consultant will develop and provide a draft of a plan that:

1. Defines the shared service organization structure, including but not limited to governance and reporting relationships of the recommended organization.
2. Defines the statewide ITC infrastructure needed to support most state agencies.
3. Defines the ITC applications and capabilities that are and can be utilized and/or shared across the multiple agencies.
4. Identifies the applications and services that shall be in the shared services model under the management of the Information Services Division of the Office of State Finance.
5. Identify agency-specific applications that support agency function and could remain in the agencies; although, various aspects of ITC support could be provided by shared services (such as hosting, help desk, backup and recovery, etc.) and as such this should be identified also.
6. Provides recommendations on the statewide reallocation of information technology and telecommunication resources and personnel.
7. Provides recommendations on the benefits to the state of the alignment, coordination, and operations of the communication and data transfer networks of state agencies and OneNet.
8. Provides recommendations as to a classification scheme for cataloging all ITC capabilities of the state as identified by the survey and assessment described in the previous section, in order to provide a "menu"-type directory of available ITC technologies, services, and capabilities whether available from ISD, shared services, a state agency, an existing vendor contract, or some other internal or external resource. Such a catalog would make it easy for state agencies to identify approved and available sources and the associated costs for ITC resources such as:
 - a. infrastructure (including but not limited to capabilities such as network, storage, processing, telecommunications, back up and recovery, email, etc.),
 - b. shared services (including but not limited to applications, hardware, training, help desk, user support, advisory and technical services, systems analysis and design services, business and technical architecture capabilities and services, .),
 - c. and agency-specific ITC capabilities that may be made available to other agencies.
9. Recommends and defines standards and shared capabilities for:
 - a. Planning:
 1. Agency Planning: Creation and delivery of ITC plan in support of agency business missions and objectives.
 2. Capacity Forecasting & Planning: Planning future ITC resources (e.g. infrastructure, services, people) needed by agencies to meet changing demands.
 3. Demand & Supply Management: To achieve a stable equilibrium between agency demand and ITC supply.
 4. Resource Management: Optimizing the entire statewide utilization and allocation of all ITC resources.
 - b. Performance & Quality Management: Continuously reviewing ITC organization performance for both short- and long-term effectiveness and efficacy
 - c. People Asset Management: Optimizing the utilization and development of ITC people skills to meet the state's strategy and requirements including, but not limited to:
 - a. the management of the state's ITC intellectual capital and accumulated knowledge of how to deploy ITC technologies and services, including non-routine, unstructured, and intangible knowledge, etc.;
 - b. issues concerning the possible loss of ITC-related knowledge through retirement or turnover of current ITC personnel; and
 - c. increasing the self-sufficiency level of the state's workforce to deploy ITC technologies and services in the most efficient and cost-effective manner, including the appropriate use of contractors and shared services.
 - d. Agency and User Relationship Management: Enhancing the relationship between the ITC organization (whether provided by ISD, a shared services capability, specific agency capabilities, or some other means) and the state agencies' user communities (such as, internal agency employees, external citizens, other state employees, elected officials and their staffs), including but not limited to:
 1. Defining a comprehensive ITC governance structure and process framework that:
 - a. Includes how decisions are to be made regarding, but not limited to, ITC strategic planning, business and technical architecture, resource allocation, project approval, project portfolio management, services portfolio management, infrastructure portfolio management, application portfolio management, ITC workforce development and management, ITC investment management, and standards for hardware, software, services, vendors, and capabilities.
 - b. Defining a governance model for requesting services and monitoring service-level and performance metrics for all shared services.
 2. User Management & Training: Maximizing value by ensuring ITC consumer proficiency via appropriate instruction, training, support, and people development.
 3. User Experience Design: Integrating the end-user experience, both for internal state employees and external citizen users, into the development and deployment processes.
 4. Service management: Management and delivery of quality and cost-effective ITC capabilities and services that meet or exceed pre-agreed agency service levels and citizen needs.
 - e. Supplier Management: Optimizing strategies for win-win relationships with suppliers and business partners.

- f. Value Chain Management: Reviewing, managing, aligning, and optimizing the ITC value chain with the delivery of value to the state.
- g. Investment Analysis & Performance: Comparison of expected values with actual returns for multiple ITC investments and investment portfolios across multiple time periods to make informed future ITC investment decisions and business value forecasts.
- h. ITC Risk Management: Both for operational and project related risks including:
 - a. ITC project planning, management, and oversight.
 - b. Contingency planning and disaster recovery to ensure the appropriate protection of the state's ITC resources and the appropriate level of continuity of agency operations that depend on ITC resources.
10. Provide recommendations on developing a communications plan to disseminate pertinent information to state agencies, and citizens, when appropriate, regarding standards, policies, procedures, service levels, project status, pending and scheduled changes or upgrades, and other important information related to the state's ITC capabilities, services, and plans.
11. Provide a recommended plan for implementing all of the recommendations including priority, estimated timeframes, roadmaps, milestones, risks, internal and external resources, and costs.
12. Provide a cost-benefit analysis to support all the recommendations including those regarding the reallocation of ITC resources and personnel.
13. Provide a calculation of the net savings to be realized through the reallocation and consolidation of information technology and telecommunication resources and personnel after compensating for the costs of:
 - a. contracting with a consultant to do the assessment and assist in developing the plan,
 - b. implementing the plan of action, and
 - c. ongoing and incremental costs of the Information Services Division of the Office of State Finance.
 - d. All ITC hardware, software, hardware and software maintenance, facilities consulting services, state personnel, telecommunication and data network infrastructure, and all other ITC-related costs should be considered in the calculations.
14. Identify and recommend changes and/or improvements to the state's current legislation, procedures, processes, organizational structures, governance boards and committees, practices, tools, technologies, and methods; that are related to achieving the objectives of The Act, the responsibilities of the CIO and ISD, and the plan; including matters concerning ITC procurement and purchasing, contracting and vendor management, budgeting and accounting, ITC project approval and oversight, and decision-making regarding ITC policies, investments, standards, architectures, decisions, and so on.
15. Provide a draft of a presentation that will be used to explain the assessment, the plan, and other recommendations to the Governor, the Speaker of the House of Representatives, the President Pro Tempore of the State Senate, and the State Governmental Technology Applications Review Board.

C.5. WORK PLAN AND SCHEDULE

1. RFP issued around 18-June-2010.
2. Contractor's conference – mandatory – 25-June-2010 from 1-4 PM Central Time, at the Oklahoma State Capitol Building Room 104 - 2300 N Lincoln Boulevard, Oklahoma City, OK
3. Deadline for vendor questions is 4 PM Central Time 25-June-2010. Questions asked at the Contractor's Mandatory Conference will be considered as official questions to the State.
4. Bids/proposals in no later than 14-July-10, at 3:00 PM Central Time.
5. Awarded no later than 30-July. Phase 1 of data collection begins no later than 2-August-2010 – Planning and development:
 - a. Obtain data from documents and other resources.
 - b. Develop questions and questionnaires for on-line and on-site collection and interviews.
 - c. Software developed for primary mass data collection.
 - d. Strategy and plan for data collection and analysis finalized.
 - i. Preliminary identification of large and high-risk agencies.
 - ii. Preliminary categorization of all agencies.
 - iii. Milestones established.
 - iv. Timetable established.
6. Phase 2 data collection begins no later than 1-September-2010:
 - a. Online level 1 – everyone
 - b. Online level 2s – specific triggers (e.g., big budget (operations or projects), large size, high risk, data center, main frame, projects, PMO, ...)
 - c. Telephone interviews and on-site visits as needed, mostly to level 2s with some sampling of level 1 for verification and validation.
 - d. Weekly status reports provided to CIO.
7. Preliminary draft delivered 01-December-2010 for vetting and revision.
 - a. Complete assessment report.
 - b. Strategic plan recommendations, objectives, and priorities, etc.
 - c. Draft presentation for the Governor, the Speaker of the House of Representatives, the President Pro Tempore of the State Senate, and the State Governmental Technology Applications Review Board.
8. Revision and final report, plan, and presentation completed 28-February-2011.
9. Possible additional revisions beyond this date may be required (and if necessary will be billed at the hourly rates provided in the Contractor's proposal).

D. EVALUATION

D.1. EVALUATION AND AWARD

- D.1.1. Proposals will be evaluated on the “best value” determination in accordance with the State of Oklahoma Statute Title 74, Section 85.
- D.1.2. The State reserves the right to request demonstrations and question clarifications from any or all responding Contractors.
- D.1.3. The State reserves the right to accept or reject any or all proposals or any portion thereof.
- D.1.4. The State reserves the right, at its sole discretion, to request clarifications of technical proposals or to conduct discussions for the purpose of clarification with any or all Contractors. The purpose of any such discussions shall be to ensure full understanding of the proposal. If clarifications are made because of such discussion, the Contractor(s) shall put such clarifications in writing.

D.2. COMPETITIVE NEGOTIATIONS OF PROPOSALS

In accordance with Oklahoma Statutes, title 74 subsections 85.5.J (5) and 85.9D.A, the State of Oklahoma reserves the right to negotiate with one, selected, all or none of the vendors responding to this solicitation to obtain the best value for the State. Negotiations could entail discussions on products, services, pricing, contract terminology or any other issue that mitigate the State's risks. The State will consider all issues to be negotiable and not artificially constrained by internal corporate policies. Negotiation may be with one or more vendors, for any and all items in the vendor's proposal.

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

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

D.3. SELECTION CRITERIA

- D.3.1. Staffing – Capabilities and Qualifications
- D.3.2. Schedule, work plan, and availability
- D.3.3. Contractor's experience, capabilities, background and references
- D.3.4. Response to objectives of the study, assessment report, plan, and legislated directives of HB1170.
- D.3.5. Price/Cost
- D.3.6. Firm's Financial Data – Pass/Fail

NOTE: Refer to Section E for submittal requirements.

D.4. EVALUATION PROCESS

D.4.1. Evaluation Process – Determination of Solicitation Responsiveness

The OSF Contracting Officer will manage the proposal evaluation process. An evaluation team will be responsible for evaluating the technical portions of the proposals. Cost, Financial Status, and Reference Checks may be completed by a staff member of OSF from the non-technical team.

A responsive proposal is defined as a response that meets all the general mandatory requirements as outlined below:

- Responding Contractor Information Sheet complete Form 076

- Certification for Competitive Bid and Contract (Non-Collusion Certification) Form 004
- Amendments, if issued, are acknowledged.
- All required proposal submittal sections were delivered.

Meeting all requirements outlined above allows the proposal to proceed to the evaluation. Failure to meet all of the above may result in the proposal being disqualified from further evaluation and consideration for award.

Note: The following evaluation process is not presented in any sequence as any selection process may overlap the other in the evaluation. The state reserves the right to evaluate the Contractor's cost section at any point during the evaluation.

D.4.2. Evaluation - Proposal

The technical section of the proposal is evaluated based on the required submittals in Section E.

D.4.3. Evaluation Process - Evaluation of the items identified in the proposal submittal requirements in Section E.

D.4.4. Best Value Evaluation of Product/Services

D.4.4.1. Selection

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

D.4.5. The state reserves the right to request a 'best and final' offer from one or more contractors.

E. INSTRUCTIONS TO SUPPLIER

E.1. INTRODUCTION

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

- E.1.1.** Whenever the terms "shall", "must", "will", or "is required" are used in this RFP, the specification being referred to is a mandatory specification of this RFP. Failure to meet any mandatory specification may cause rejection of the Contractor's Proposal.
- E.1.2.** Whenever the terms "can", "may", or "should" are used in this RFP, the specification being referred to is a desirable item and failure to provide any item so termed will not be cause for rejection.

E.2. PREPARATION OF PROPOSAL

- E.2.1.** Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- E.2.2.** Information shall be entered on the form provided or a copy thereof.

E.3. SUBMISSION OF PROPOSAL

- E.3.1.** By submitting a proposal, contractor agrees not to make any claims for damages or have any rights to damages, because of any misunderstanding or misrepresentation of the specifications or because of any misinformation or lack of information.
- E.3.2.** If a contractor fails to notify the State of an error, ambiguity, conflict, discrepancy, omission or other error in the SOLICITATION, known to the contractor, or an error that reasonably should have been known by the contractor, the contractor shall submit an proposal at its own risk; and if awarded the contract, the contractor shall not be entitled to additional compensation, relief, or time, by reason of the error or its later correction. If a contractor takes exception to any requirement or specification contained in the SOLICITATION, these exceptions must be clearly and prominently stated in their response.
- E.3.3.** Completeness of proposal(s): It is desirable that the contractor respond in a complete, but concise manner. It is the contractor's sole responsibility to submit information in the proposals as requested by the SOLICITATION. The contractor's failure to submit required information may cause their proposal to be rejected. However, unnecessary information should be excluded from the contractor's proposal(s).
- E.3.4.** Copies: the contractor's proposal(s) should be paginated and include an original document, plus five (5) copies for a total of six (6) documents. The documents front pages should indicate original or copy.
- E.3.5.** The contractor should include a "machine readable" version, preferably in Microsoft WORD format, on CD or DVD, of the contractor's response.

E.4. EXPLANATION TO CONTRACTORS

- E.4.1.** Contractors who need clarification shall contact the contracting officer shown on the RFP. Oral explanations or instructions will not be binding. Any information given a Contractor concerning a solicitation will be provided promptly to all other Contractors as an amendment, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to other Contractors.
- E.4.2.** Contractors who believe proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the State. To be considered, a request for review must be received no later than the due date and time for submission of questions. The State shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP. Requests for administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.
- E.4.3.** General Solicitation Questions – Contractor may submit general questions concerning the specifications of the solicitation. These questions will be promptly answered in the form of an Amendment .
- E.4.4.** When posing questions, every effort should be made to be concise and include section references, when possible.
- E.4.5.** Contractors are advised that any questions received after *the Mandatory Contractor's Conference*, will not be answered.

E.5. COST OF PREPARING PROPOSAL

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

E.6. PROPOSAL DELIVERABLES

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

- E.6.1.** Completed "Responding Bidder Information" DCS/Purchasing Form 076.
- E.6.2.** Amendments, if any are recognized and acknowledged.
- E.6.3.** Completed "Certification for Competitive Bid and Contract" DCS/Purchasing Form 004.
- E.6.4.** Company Information – Vendor must provide detailed information on their company, including background and relevant history, ownership, number of employees, location, and number of years in existence. The State is not providing a formal response form, therefore any format the Contractor desires is acceptable. The Contractor should provide a tabbed section in their response which clearly identifies this as "Company Information".
- E.6.5.** Availability, Work Plan, and Schedule (including milestones). This should include the approach, processes, methods, and tools to be used. Staff availability should be addressed. A proposed plan of execution, including deployment of personnel should be included. This section should include the process that will be used to collect the data and complete the assessment, and the Contractor's proposed method of periodically communicating status. State resource needs should be stated. The Contractor will be evaluated based on above factors, and how well they are able to demonstrate their understanding of the scope of work; including requirements and objectives.
- E.6.6.** Firm Experience – Three examples preferably of similar projects must be submitted. The projects submitted for the firm must have been completed by personnel employed directly by the Contractor. For maximum points a full description of the project should be included. Contractor should utilize Attachment "A". If Attachment A is not utilized, all of the same information on Attachment A must be provided.
- E.6.7.** Firm References – Three references must be included. References provided must contain a contact person with full contact information (i.e., contact person's name, title, telephone number, business address, e-mail address, fax number; a brief statement of the nature of the reference and how the requirements were similar to those identified in this RFP, and the date the work was performed). References should be from similar project engagements – Contractor should utilize Attachment "B". If Attachment B is not utilized, all of the same information on Attachment B must be provided. Projects should be similar to the one made referenced in this solicitation. The State will make three attempts to contact a Contractor's reference, after this time, the Contractor will be given three business days to have the reference contact the State. If the reference is no longer available, the Contractor may select an alternate reference at the same company/firm/agency. If the State is still not able to contact the reference an assignment of zero points will be given. Only one failed reference attempt is allowable, and more than one may result in the Contractor being disqualified from the evaluation process.
- E.6.8.** Financial Status – Contractor should present information to demonstrate their financial status and performance, in the form of the last three years audited financial statements or the last three years of tax returns. A certified review may be accepted (clarification may be required) Note: This information must be submitted, at the latest, prior to award. In the Contractor is a subsidiary of another entity, the last three years audited financial statements of three years tax returns for the parent company must also be submitted. The State reserves the right to withhold award to a Contractor who is deemed financially weak. The State reserves the right to determine financial status at their sole discretion.
- E.6.9.** Resumes – Contractor must provide the resumes of the staff to be assigned to the project. Each resume should be no more than three pages in length and contain the information specifically requested below. The team, in total (each resume does not need to have all of the required capabilities), must address ALL of the required capabilities below. The information should be easily located by state personnel. Verification may be requested. Attachment "C" may be utilized. If the Contractor does not utilize the format as attached, all of the same information must be included for proper evaluation. For all key and supplemental personnel information provided must include but is not limited to:
 - E.6.9.1.** Professional resumes including education and experiences.
 - E.6.9.2.** Anticipated role and responsibilities.
 - E.6.9.3.** Anticipated average time commitment per month through project completion.
 - E.6.9.4.** Qualifications including but not limited to precisely how each team member meets any of the required and/or desired capabilities.

E.6.9.5. Customer references from similar projects (minimum of two).

Required Capabilities: Contractor's team assigned to the project must possess certification or experience with application to a project, with the following (listed alphabetically).

1. CMMi for ITC services
2. CMMi for software development and project management
3. COBIT, for ITC governance, management, planning, development, operations, audit, control, and assessment.
4. ISO 27001 and 27002, regarding ITC security and risk management.
5. ITIL, for managing ITC services, infrastructure, development, and operations.
6. MIT CISR's four "operating models" framework and enterprise architecture maturity stage model (Ross, Weill, Robertson).
7. MIT CISR's framework for IT architecture and infrastructure (Weill, Subramani, Broadbent).
8. PMBOK for ITC project management.
9. Statistical analysis.
10. Survey and questionnaire development.
11. TL 9000, for telecommunications quality management.
12. TSP and PSP, for software project personnel.

Desired Capabilities: It is desired that the Contractor's team assigned to this project possess certification or experience with application to a project with the following (listed alphabetically).

1. ANSI and NIST – ITL standards and publications regarding secure and reliable ITC including but not limited FIPS Publications issued by NIST pursuant to Section 5131 of the Information Technology Reform Act of 1996 (Public Law 104-106) and the Federal Information Security Management Act of 2002 (Public Law 107-347).
2. Balanced Scorecard and IT Balanced Scorecard.
3. CERT's OCTAVE methods (Operationally Critical Threat, Asset, and Vulnerability Evaluation).
4. CERT's Resilience Management Model (CERT-RMM).
5. CERT's Security Quality Requirements Engineering (SQUARE).
6. CERT's Survivability Analysis Framework (SAF).
7. CGEIT certification in IT Governance.
8. CISA certification.
9. CISM certification in IS Security Management.
10. COBIT Process Models.
11. CRISC certification in Risk and IS Controls.
12. ISO 15504, for Software Process Improvement Capability Determination.
13. ISO 19770-1, as applied to software portfolio and ITC asset management.
14. ISO 20000, as applied to ITC service management.
15. ISO 38500, regarding governance of ITC.
16. ISO 9000, as applied to software development, project management, and ITC operations.
17. IT-CMF, for assessing the maturity of 36 "critical" ITC management processes and capabilities.
18. King III, for corporate governance.
19. MIT CISR's framework for IT portfolio management (Weill, Broadbent).
20. MIT CISR's governance styles and decision domains (Weill).
21. RACI Charts, as a method of documenting responsibilities.
22. RiskIT, extension of COBIT concerned with managing ITC risk.
23. The SABSA framework for security architecture and security service management.
24. VALIT, extension of COBIT concerned with value, security, and risk management.

E.6.10. Survey and Questionnaire Development and Administration. Contractor should utilize Attachment "D" for their response. If Attachment D is not utilized, all areas identified in the attachment must be addressed in the Contractor's response. The State encourages the Contractor to add additional items for consideration. NOTE: The State can provide online survey capabilities including deploying the survey questionnaire.

E.6.11. Pricing – Separate Sealed Envelope, refer to Section H.

E.6.12. Some additional pertinent legislative and background information is provided as follows:

Appendix "A" – "Legislated Responsibilities of the CIO".

Appendix "B" – "Overview of the State" including "Background Information about State Agencies".

A complete copy of the Act – "HB 1170 – Oklahoma Information Services Act" is located at:

<http://www.oscn.net/applications/oscn/deliverdocument.asp?cite=+2009+O.S.L.+451>

Note: Failure of the Contractor to submit information the State needs to complete the evaluation (areas of point assignment) will result in disqualification of the Contractor, with no further considered for award. Receipt of falsified information at any point during

the evaluation may result in disqualification of the Contractor, at the State's sole discretion. The Contractor must disclose any current or pending contractual relationship(s) with any other state agency(ies) regarding ITC or other activities described in this RFP.

E.7. NOTICE OF AWARD

A notice of award in the form of a PO or contract resulting from this SOLICITATION will be furnished to the successful contractor and shall result in a binding contract.

F. CHECKLIST

Refer to the submittal requirements in Section "E"

G. OTHER

None

H. PRICE AND COST

The Contractor's cost must be submitted in a sealed separate envelope. The envelope should be clearly marked with the Contractor's name, and the due date and time. The cost proposal must be totaled for clear identification of the total amount the Contractor is proposing.

The Contractor must identify their firm fixed price for all deliverables required within the time frame specified. This cost will include all associated expenses.

The Contractor must provide a proposed payment schedule with their price section.

In addition to the above, the Contractor must provide their proposed hourly rates, with their cost proposal. This may be required in the event that additional effort is needed due to contract extension or additional changes to the report beyond final submission. If this occurs the Contractor will be paid for any associated travel at cost, and documented receipts will be provided at the time of billing.

The State will withhold a 20% retainer until final approval and acceptance of the report.

Since time is of the essence due to legislated deadlines, bonuses or incentives may be used for staying on schedule, and penalties may be assessed for schedule slippage (including possible termination). Contractors are invited to include recommendations for such incentives in their submission.

Attachment A
Experience - Firm

1.

Project description:

State government project: Yes or No.

Client's name:

Client's phone number:

Project completion Date:

If project not completed, provide projected completion date:

2.

Project description:

State government project: Yes or No.

Client's name:

Client's phone number:

Project completion Date:

If project not completed, provide projected completion date:

3.

Project description:

State government project: Yes or No.

Client's name:

Client's phone number:

Project completion Date:

If project not completed, provide projected completion date:

Attachment B
Firm References

Reference 1.

Company Name:

Contact Person Name:

Contact Person Title:

Contact Person Business Address:

Contact Person Email:

Contact Person Phone Number:

Fax Number:

Date Work Performed:

Brief statement of the nature of this reference's business and how their requirements are similar to those in the proposal:

Reference 2.

Company Name:

Contact Person Name:

Contact Person Title:

Contact Person Business Address:

Contact Person Email:

Contact Person Phone Number:

Fax Number:

Date Work Performed:

Brief statement of the nature of this reference's business and how their requirements are similar to those in the proposal:

Reference 3.

Company Name:

Contact Person Name:

Contact Person Title:

Contact Person Business Address:

Contact Person Email:

Contact Person Phone Number:

Fax Number:

Date Work Performed:

Brief statement of the nature of this reference's business and how their requirements are similar to those in the proposal:

**Attachment C
Resumes**

Name

Education

Anticipated Role and Responsibilities

Anticipated Average Time Commitment per Month through Project Completion.

List Qualifications, including precisely which of the required capabilities (and desirable capabilities) met.

Required Capabilities

Desired Capabilities

Customer References – Minimum of two references with contact name, address, email, fax, and phone number.

Each Resume should not exceed three pages and clearly demonstrate the requirements. Excessive information, outside of that requested, is not desired.

Attachment D: Sample Assessment Survey Outline

All items below must be included in the Contractor's suggested survey submission. Additional items for consideration are desirable.

Topics / Areas / Categories of Assessment and of Strategic Plan Recommendations – Contractor to provide Detail for each Category.

A. Current State (as-is) of CAPABILITIES / PRACTICES – high level categories only:

- 1) Structure of IT departments – who reports to whom?
- 2) Governance of IT – how are decision made, who decides, who has influence?
- 3) What is the current state of IT management? The quality and standards of performance?
- 4) What is the state of the current IT plan?
- 5) How are IT financial operations currently managed?
- 6) How are IT vendor contracts, risks, and relations currently managed?
- 7) How is IT (and enterprise operational) risk managed?
- 8) How is Business Continuity and IT Disaster Recovery managed?
- 9) What is the current state of IT security management (including access and privacy protection)?
- 10) What is the current state of IT project management? What processes, practices, and tools are currently used?
- 11) How are architectures and standards developed and managed and what are they currently for technology, personnel, contractors, ...?
- 12) What is the state of current software development, integration, and maintenance practices? What processes, practices, and tools are currently used?
- 13) How are software applications currently managed?
- 14) How are IT activities currently monitored, assessed, audited, and evaluated? How is IT performance measured?
- 15) What are the current processes, practices, tools, and standards for managing IT Operations including both technical quality and service quality?
- 16) What are the current processes and practices for managing the IT workforce and IT human resources?
- 17) What are the current capabilities of the IT workforce?
- 18) Complete inventory of all hardware, software, networks, facilities, etc...
- 19) Complete spending estimates – operations, personnel, projects, vendors, etc ...
- 20) Complete inventory of current IT project portfolio – status (on time, on budget, on target), cost, Indicate which projects are required because of federal mandates or requirements.
- 21) Existing Agency Vendor Contracts
- 22) How much of your IT budget is federally funded

B. Current State (as-is) IT PERFORMANCE ASSESSMENT

- 1) Overall user satisfaction
 - a. internal agency users
 - b. internal agency leadership

- c. other state government users
 - d. external users – citizens
- 2) IT Performance – relative to stated service level targets
 - 3) IT Resource utilization – cost-benefit
 - 4) IT core capabilities assessment

EXAMPLE

APPENDIX “A” – LEGISLATED RESPONSIBILITIES OF THE CIO

CIO responsibilities, the performance of many of which must be included in the plan and recommendations, are delineated in various sections of The Act, including but not limited to sections that amend or revise pre-existing legislation. These responsibilities include but are not limited to the following:

1. The CIO is directed to act as the information technology and telecommunications purchasing director for all state agencies. CIO is the sole and exclusive authority responsible for acquisitions of ITC equipment, software, products, peripherals, and services used or consumed by state agencies.
 - a. State agencies are prohibited from:
 - i. Creating positions or the filling of vacant information technology positions without written authorization of the CIO.
 - ii. Spending more than \$10,000 (which shall include the acquisition amount, service costs, maintenance costs, or any other costs or fees associated with the acquisition and “total costs of ownership” of the services or equipment) for the acquisition, development, or enhancement of any ITC resources (including but not limited to hardware, software, networks voice, data, radio, video, Internet, eGovernment, printers, scanners, copiers, and facsimile systems), or any contract for information technology services or equipment without written authorization from the CIO.
 - iii. This is not applicable to any member of the Oklahoma State System of Higher Education, or any public elementary or secondary school in the state. or technology center school district, or to the telecommunications network known as OneNet.
 - b. State agencies may enter into interagency contracts to share communications and telecommunications resources for mutually beneficial purposes. The contract shall clearly state how its purpose contributes to the development or enhancement or cost reduction of a state network which includes voice, data, radio, video, Internet, eGovernment, or facsimile systems. The contract shall be approved by the Information Services Division before any payments are made.
 - c. No state agency shall use state funds or enter into any agreement for the acquisition, development or enhancement of a public safety communication system unless the request is consistent with the Statewide Communications Interoperability Plan and the public safety communications standards issued by the Oklahoma Office of Homeland Security.
 - d. No state agency, the Purchasing Division of the Department of Central Services, nor the Information Services Division of the Office of State Finance, unless otherwise provided by federal law, shall enter into a contract for the acquisition of customized computer software developed or modified exclusively for the agency or the state, unless the vendor agrees to place into escrow with an independent third party the source code for the software and/or modifications.
2. The CIO is responsible for enforcing that state agencies comply with information security and internal control standards.

3. CIO is a member of the Electronic and Information Technology Accessibility Advisory Council.
4. CIO is a cabinet Secretary within the Governor's cabinet which includes responsibility for the Information Services Division and all the functions of all executive agencies, boards, commissions, and institutions related to information technology and telecommunications.
5. CIO is responsible for:
 - a. Establishing and implementing changes and a system to assess the charges to state agencies for their use of shared ITC resources. ISD, as per Section 41.5a-1 of The Act, is responsible to render a statement each month to state agencies for ITC services and resources which were furnished.
 - b. Establishing, implementing, and enforcing policies and procedures for the development and procurement of an interoperable radio communication system for state agencies, in coordination with local government entities.
 - c. Preparing an annual report detailing ongoing net savings attributable to the reallocation and consolidation of ITC resources and personnel, to be presented to the Governor, Speaker of the House of Representatives, and the President Pro Tempore of the State Senate.
6. The Information Services Division of the Office of State Finance is under the administrative control of the CIO. Responsibilities of the ISD include:
 - a. Establish and enforce minimum standards for the acquisition of technology-related services and imaging systems, copiers, facsimile systems printers, scanning systems, and any associated supplies.
 - b. Review and approve all statewide contracts for software, hardware, and information technology consulting services.
 - c. Manage the installation, maintenance, and administration of the state portal system. State agencies, boards, commissions or other authorities are prohibited from entering into agreements for the development of, enhancement to, or maintenance of an electronic portal system without the written authorization of the ISD.
 - d. Formulate and implement an ITC strategy for all state agencies and create a plan to ensure the alignment of current systems, tools, and processes with the strategic ITC plan for all state agencies.
 - e. Define, design and implement a shared services statewide infrastructure and application environment for ITC for all state agencies.
 - f. Develop and operate a scalable telecommunications infrastructure that supports data and voice reliably and securely.
 - g. Supervise all applications development processes for applications used in more than one agency.
 - h. Provide for the professional development of the state's ITC personnel including those in ISD.
 - i. Evaluate all ITC investments for all state agencies.
 - j. Set directions and provide oversight for the support and continuous upgrading of current ITC infrastructure of the state to support enhanced reliability, service levels, and security.

- k. Direct the development, implementation, and management of appropriate standards, policies, and procedures to ensure the success of all state ITC initiatives.
- l. Recruit, hire, and transfer the required technical staff in ISD to support ISD-provided services and the execution of the strategic ITC plan.
- m. Ensure quality and efficient operation of ISD.
- n. Create and implement a communication plan that disseminates pertinent information to state agencies on standards, policies, procedures, service levels, project status, and other important information to ISD customers and other agency users of ITC resources.
- o. Provide for agency feedback and performance evaluation by ISD customers.
- p. Develop, implement, and recommend training programs for state agencies using shared services of ISD as well as those requiring other ITC training.
- q. Approve the purchasing of all ITC products and services for all state agencies.
- r. Develop and enforce an overall infrastructure architecture strategy and associated roadmaps for desktop, network server, storage, and statewide management systems for state agencies.
- s. Manage the design, implementation, and support of an adaptable, scalable, and highly available ITC infrastructure for state agencies.
- t. Define and implement a governance model for requesting services and monitoring service-level metrics for all shared services.
- u. Create an ISD budget each year for the Legislature.
- v. Coordinate information technology planning through analysis of the long-term information technology plans for each agency.
- w. Develop a statewide information technology plan with annual modifications to include, but not be limited to, individual agency plans and information systems plans for the statewide electronic information technology function.
- x. Establish and enforce minimum mandatory standards, that shall be the minimum requirements applicable to all agencies, for:
 - i. information systems planning,
 - ii. systems development methodology,
 - iii. documentation,
 - iv. hardware requirements and compatibility,
 - v. operating systems compatibility,
 - vi. acquisition of software and, hardware acquisition and technology-related services,
 - vii. information security and internal controls,
 - viii. data base compatibility,
 - ix. contingency planning and disaster recovery,
 - x. imaging systems, copiers, facsimile systems, printers, scanning systems and any associated supplies.
 - xi. Individual agency standards may be more specific than statewide requirements but shall in no case be less than the minimum mandatory standards. Where standards required of an individual agency of the state by agencies of the federal government are more strict than the state minimum standards, such federal requirements shall be applicable.

- y. Develop and maintain applications for agencies not having the capacity to do so.
- z. Operate an information technology service center to provide operations and hardware support for agencies requiring such services and for statewide systems.
- aa. Facilitate ITC resource and capability sharing across and among agencies by:
 - i. Maintaining a directory of the following which have a value of \$500.00 or more: application systems, systems software, hardware, internal and external information technology, communication or telecommunication equipment owned, leased, or rented for use in communication services for state government, including communication services provided as part of any other total system to be used by the state or any of its agencies, and studies and training courses in use by all agencies of the state.
 - ii. Facilitating the utilization of the resources by any agency having requirements which are found to be available within any agency of the state.
- bb. Assist agencies in the acquisition and utilization of information technology systems and hardware to effectuate the maximum benefit for the provision of services and accomplishment of the duties and responsibilities of agencies of the state.
- cc. Coordinate for the executive branch of state government agency information technology activities, encourage joint projects and common systems, and linking of agency systems through the review of agency plans, review and approval of all statewide contracts for software, hardware and information technology consulting services and development of a statewide plan and its integration with the budget process to ensure that developments or acquisitions are consistent with statewide objectives and that proposed systems are justified and cost effective. The Act requires that all agencies of the executive branch of the state submit to the ISD by 1-July of each year a one-year operations plan, which shall include as a minimum an overview of major projects and objectives, the cost per category of hardware, software, services and personnel, and such other information as the ISD may require for analysis and consolidation into a statewide telecommunications and electronic information technology plan.
- dd. Develop performance reporting guidelines for information technology facilities and conduct an annual review to compare agency plans and budgets with results and expenditures.
- ee. Establish operations review procedures for information technology installations operated by agencies of the state for independent assessment of productivity, efficiency, cost effectiveness, and security.
- ff. Establish service center user charges for billing costs to agencies based on the use of all resources.
- gg. Provide system development and consultant support to state agencies on a contractual, cost reimbursement basis.
- hh. In conjunction with the Oklahoma Office of Homeland Security, enforce the minimum information security and internal control standards established by the Information Services Division.
 - i. An enforcement team consisting of the CIO or a designee, a representative of the Oklahoma Office of Homeland Security, and a representative of the

Oklahoma State Bureau of Investigation shall enforce the minimum information security and internal control standards.

- ii. If the enforcement team determines that an agency that is not in compliance with the minimum information security and internal control standard, the Chief Information Officer shall take immediate action to mitigate the noncompliance, including the removal of the agency from the infrastructure of the state until the agency becomes compliant, taking control of the information technology function of the agency until the agency is compliant, and/or transferring the administration and management of the information technology function of the agency to the Information Services Division or another state agency.
- ii. The Information Services Division of the Office of State Finance is authorized to:
 - i. Develop and publish a state policy and procedures for the destruction or disposal of all electronic storage media to ensure that all confidential information stored on such electronic media devices is destroyed or disposed of in a secure and safe manner.
 - ii. Define the requirements for the secure destruction or disposal of electronic storage media.
 - iii. Assist the Department of Central Services in implementing the policy and procedures for the destruction or disposal of state electronic storage media.
 1. The Department of Central Services shall remove all electronic storage media from all surplus information technology and telecommunication equipment before it is sold, donated, stored, or destroyed.
 2. A state agency may remove electronic storage media from their surplus information technology and telecommunication equipment prior to sending the surplus to the Department of Central Services, so long as the agency has the technical expertise for removal and that the electronic storage media is sent for destruction or disposal as provided for in The Act.
 - iv. Notify all agencies, boards, commissions, and authorities of the policy and procedures for the secure and safe destruction or disposal of electronic storage media.
7. The CIO and the ISD of the OSF are subject to the Oklahoma Central Purchasing Act and the Public Competitive Bidding Act of 1974, the Oklahoma Lighting Energy Conservation Act, and the Public Building Construction and Planning Act.

APPENDIX “B” – OVERVIEW OF THE STATE INCLUDING BACKGROUND INFORMATION ABOUT STATE AGENCIES

State agencies shall include any office, officer, bureau, board, commission, counsel, unit, division, body, authority, or institution of the executive branch of state government, whether elected or appointed.

1. There are approximately 130 state agencies. The state agencies employ approximately 40,000 employees; the smallest agency having one (1) employee and the largest approximately 8,500 employees. The largest 20 agencies have at least 400 employees, and the next largest 20 agencies between 100 and 400 employees.
2. It is estimated that in fiscal year 2010 the state will spend approximately \$350,000,000 on ITC operations and an additional \$300,000,000 on ITC projects, not including the costs of state personnel. It is estimated that the state employs approximately 1,500 ITC personnel.
3. The assessment shall include the information technology and telecommunication system of all state agencies and institutions within the Oklahoma State System of Higher Education, the Oklahoma State Regents for Higher Education and the telecommunication network known as OneNet. There are 33 higher education institutions employing approximately 52,800 employees.
4. The plan of action for the Department of Human Services shall not be implemented until 1-July-2011.
5. The Oklahoma State System of Higher Education, the Oklahoma State Regents for Higher Education, and the telecommunication network, known as OneNet, are included in the assessment; however, they shall be excluded with regard to the implementation plan.